

DEC 23 1996

10449(01)

Security - Unit IV

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

and

CANADIAN BROADCASTING CORPORATION

between

MEMORANDUM OF AGREEMENT

SOURCE		CBC	
EFF.	96 05 24	TERM.	98 03 31
No. OF EMPLOYEES		23	
NOM. REEMPLOYEES		044	

MEMORANDUM OF AGREEMENT

BETWEEN THE

CANADIAN BROADCASTING CORPORATION

AND THE

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

SECURITY UNIT 4

The parties hereto agree, subject to the ratification by the parties that the following memorandum constitutes the terms of agreement between the parties in respect of a Collective Bargaining Agreement.

1. The Collective Agreement will be effective upon ratification and covers the period from March 22, 1993 until March 31, 1998. The Collective Agreement shall be as set out in Appendix I, Collective Agreement. The articles of the Collective Agreement, Appendix I, shall be numbered and/or renumbered in accordance with a side letter between the parties as set out as Appendix II.

2. Wages are in accordance with the provisions as set out on page 41 of Appendix I, Collective Agreement. In addition and upon ratification by the bargaining unit each employee who has been in the employ of the Corporation for a period of twelve (12) continuous months and who is still an employee at the date of signing of this memorandum shall receive a signing bonus of five hundred dollars (\$500.00).

3. Benefits are in accordance with the provisions as set out on pages 81, 82, 83 of Appendix I, Collective Agreement. Supplementary Health Care Plan benefits shall continue at the current entitlement until a new Supplementary Health Care Plan benefit is put into effect in accordance with the provisions as set out. Employees shall be covered by a Dental Plan in accordance with the provisions as set out in the aforementioned pages of Appendix I, Collective Agreement and shall contribute one percent (1%) of salary as their contribution to the cost of such Dental Plan when such Dental Plan comes into effect.

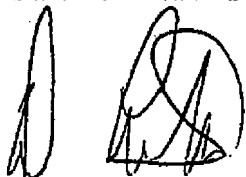
4. The parties agree that Appendix I, Collective Agreement, supercedes any and all conditions provided for in current personal services contracts. All such contracts shall be deemed to have terminated upon the signing of this memorandum. All contract employees still in the employ of the Corporation as of the date of signing of this memorandum shall become full-time continuing employees and shall be covered by the provisions of Appendix I, collective Agreement. Employees who have not completed six (6) months of service with the Corporation shall be on probation in accordance with the provisions as set out on page 27 of Appendix I, Collective Agreement.

It is also **agreed** that employees **will be** credited with all continuous service back to the last **date** of hire into full-time continuous **contractual employment**. These employees will receive regular full-time **benefits subject to the** limitations outlined in paragraph #3 **above**. **Employees will be given a one time opportunity to purchase previous pensionable service based on continuous service at the full total actuarial cost for such benefit subject to any limitations imposed by the pension plan or legislative requirements.**

5. The parties **acknowledge and agree that any grievances** outstanding **between** the parties with respect of the **previous** Collective Agreement remain **in effect** between the parties and **may** proceed in accordance **with the terms and conditions** of the previous Collective Agreement.

6. The parties **agree** that the job **descriptions which apply** to the positions **set out on page 41** of Appendix I, Collective **Agreement**, shall be attached as Appendix **III, Job Descriptions**. The parties **agree** that these job descriptions **form an integral part of the** Collective Agreement. The parties **further agree** that **the Corporation may change job specifications and/or create new full-time positions** in accordance with **the provisions as set out on page 31** of Appendix I, Collective Agreement and that it is the right of **the Union to negotiate wage rates for new positions**. The parties have proposed a **Job Evaluation plan as set out on pages 84 through 90** of Appendix I, Collective Agreement.

This memorandum is signed in **Ottawa on the 24th day of May 1996.**



for the Union



for the Corporation

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ARTICLE 1

PURPOSE

1.1

It is the intent and purpose of this Agreement to recognize the **community** of interest between the Canadian Broadcasting Corporation and the Union in promoting the **utmost** cooperation between the Corporation and its employees, consistent with the rights of both parties, It is further the 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 rates of pay, hours of work and conditions of employment to be observed between the parties.

ARTICLE 2

DEFINITION OF BARGAINING UNIT

2.1

The Corporation recognizes the Union as the exclusive bargaining agent for all persons employed in the Unit defined by the Canada Labour Relations Board in its decision of December 13, 1993 and as amended on January 30, 1995 and as amended on July 10, 1995.

2.2

The Board's decision defines the unit as:

“all security guards/officers employed by the Canadian Broadcasting Corporation, excluding security supervisors and those above”.

ARTICLE 3

DEFINITION OF EMPLOYEE

3.1

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

3.2

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

ARTICLE 4

DEFINITIONS

The following definitions are for the purpose of clarification **of** certain articles in **the** Agreement only.

4.1

“Assignment”:-a specific job, travel or any other business assigned to an employee by an authorized representative of the Corporation’s Management.

4.2

“Unexpected **Events**”:-**events** which the Corporation had *not* or *could not* be expected to have prior knowledge.

4.3

“**Loss** of Employment”:-means termination or lay-off.

4.4

“**Local Area**”:- the metropolitan area where the Corporation has **broadcasting facilities and/or** offices such as Ottawa and Toronto. Employees assigned outside these geographic limits shall **be deemed** to belong to the **local** area from which they are assigned.

4.5

“Premises or Place of Employment”:-shall **mean the** Corporation’s broadcasting facilities and/or offices, within a local area where employees regularly **work** or **may be assigned**.

4.6

“Remote Assignment”:- is an assignment within a local area, as defined in Article 4.4, associated with **the** production of **a program, or segment** of a program, outside the Corporation’s premises or place of employment, as defined in Article.4.5.

4.7

“Out-of-Town Assignment”:- is **an** assignment outside the local area.

4.8

“**Parties**”:**the parties referred to** in the Collective Agreement are the Union and the Canadian Broadcasting Corporation at the National Level.

ARTICLE 5

OFFICIAL TEXT

5.1

Both the English and French texts of this Collective Agreement shall be considered official texts, having equal force except where a difference in interpretation arises, the language in which the contract has been negotiated will prevail.

ARTICLE 6

MANAGEMENT RIGHTS

6.1

It is recognized **that** the management **of** the Corporation has the exclusive right to the control of its properties, and the maintenance of order on its premises and the establishment of policies and **standards** governing its **programming**.

6.2

The Corporation further reserves all other management rights including but not at all limited to:

- ◆ the right to determine and effect its own methods and scope of operations;
- ◆ to determine the number of persons required to carry out its operations;
- ◆ to select, hire, promote and direct its employees;
- ◆ to decide the number and locations of plants;
- ◆ to establish policies and standards **governing its operations**;
- ◆ to transfer, downgrade, discipline and lay-off employees due to lack of work.

6.3

The rights referred to above in Article 6.2 shall be exercised in accordance with the provisions of this Agreement.

ARTICLE 7

UNION DUES AND DEDUCTIONS

7.1

During the term of this Agreement the Corporation agrees to deduct Union dues at a rate in accord with any schedule as certified to the Corporation by CEP.

- a) For every present employee, beginning on the effective date of this Agreement
- b) for every new employee, beginning on the first day of employment in the bargaining unit

7.2

All said deductions shall be remitted to CEP, no later than seven (7) calendar days following the end of each bi-weekly pay period. Dues deducted from supplementary payments made during the calendar month shall be remitted no later than the 15th of the following month.

ARTICLE 8

UNION ACCESS

8.1

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

8.2

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

8.2.1

At least one (1) local bulletin board in each location shall be provided for the exclusive **use** of this bargaining unit to post notices of meetings, elections, negotiations, **Union** policies **and** positions, and internal affairs **of the** Union in a site **which is** convenient **and** frequented by the members of the bargaining unit. The steward(s) shall be furnished with a key to such bulletin board. **Management** reserves the **right to** remove **any posted** material considered damaging to Union/Management relationships subject to discussion with the Steward or other Union Representative.

8.3

With management's approval, union ~~meetings may~~ be held on the premises of the Corporation when space is available.

8.4

With management's approval elections of ~~union~~ officers may be held on the premises of the Corporation. The Corporation may allow employees to vote **during** working hours. In **any** event, employees will be permitted to vote before and after their shifts and during ~~meal~~ and break periods.

8.5

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

ARTICLE 9**RELEASE FOR UNION ACTIVITIES****9.1**

An employee elected or appointed to **any** full-time CEP office or office of **any** organization with which CEP is affiliated shall be granted leave of absence without pay **by** the Corporation for a period of up to four (4) **years**. Requests must be submitted in writing to the Corporation at least **one (1) month** in advance of the date the leave is to commence. Employees granted leave under this Article shall be reinstated in the same or similar position upon expiry of such leave. **Any** additional periods **may** be granted by the Corporation on receipt of a written request from the employee and the **Union**.

Such election or appointment shall be certified to the Corporation by the Union upon the request of the Corporation. The Corporation **may** hire temporary employees to fill the vacancies created by such leave of absence.

9.1.2

During the employee's leave and subject to **the** limitations of the various plans the employee may continue to participate in pension, group life and medical hospital plans provided the employee prepays all premiums and contributions (Corporation and employee share where applicable). During such leave the employee shall not accumulate seniority for the purposes of annual leave credits and **severance pay**.

9.2

Leave without pay shall **be** granted to no **more** than two (2) employees **at** any one time who are duly authorized to represent employees who are elected **as** delegates to attend international, national and local CEP conventions, and delegates to special meetings **of** labour organizations with which it is affiliated. Leave without pay shall be granted to two (2) employees at **any** one time to attend local meetings and other **Union** activities. A request for such **leave** shall be **received** in writing **or** electronically by the appropriate Industrial Relations representative at least four (4) **days** in advance of the schedule posting date, unless such time limit **is** mutually waived **by** the parties. **The** Corporation may hire temporary employees to **fill** vacancies created **by** such leave. Requests shall be submitted to the Industrial and Talent Relations Department.

9.2.1

The Corporation will maintain the regular salary **of** an employee **who** is granted **leave** without pay **in** accordance with Article 9.2 provided **such leave does** not exceed **three** (3) continuous **months**. To recover the employee's salary **and** the complete cost of benefits from the Union, the Corporation will deduct, **from** the remittance of the Union **dues** to the National Office of the Union, the **gross** salary for the period of **such** leave. During such **leave** the employees shall continue to **accumulate** seniority for the purposes **of** annual leave credits and severance pay.

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

9.3

Upon request by the **Union** the Corporation agrees to release, without **loss** of pay or leave credit, Union representatives to attend negotiation and grievance meetings or any other meetings between the Corporation and CEP for the day or **days** of the meeting. It is understood that the Corporation **will not** be required to release **more** than two **(2)** employees for the purpose of negotiations, nor more than two **(2)** employees for the purpose of attending local grievance meetings, nor more than two **(2)** employees for the purpose of attending national grievance meetings. **A** request for **such** release shall be submitted to the Corporation locally or nationally as appropriate, at the time the meetings are arranged but not later than four **(4)** days prior **to** the **schedule** posting date **for** the period in question.

9.4

Any employee **who** attends any such meeting **as** referred to in Article 9.3 **on a** day off shall be granted a minimum of half (1/2) day **off** in compensation to be taken at **a** mutually convenient time. Should the meeting last for more than half (1/2), day **a** full day off will be provided in compensation.

9.4.1

All of the above will be subject to operational requirements, however it is understood that such leave request will not be unreasonably withheld.

ARTICLE 10

JOINT COMMITTEE

10.1

Within thirty (30) days of coming into effect of this Collective Agreement, the parties will form a Local Joint Committee of at least two (2) members appointed by the Corporation and at least two (2) members appointed by the Union. Minutes are to be kept, read and signed by both parties.

10.2

The task of this committee shall be to:

- a) develop good relations between the Union and the Corporation by examining problems of common interest which concern all or part of the employees who are members of the bargaining unit.
- b) make recommendations to the parties.

10.3

Upon request from the Union, the Corporation will release, without loss of pay or leave credits, up to two (2) employees for the purpose of attending Local Joint Committee meetings.

10.4

It is understood that the practice in Ottawa of scheduling and conducting Local Joint Meetings relating to all labour relations issues between Local 74M and Ottawa Area management will *not* be required to change.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 Purpose

The **purpose** of the grievance procedure **is** to ensure **employee** grievances arising out of the application, interpretation or alleged violation of this agreement are dealt with in an orderly and expeditious manner. The parties further agree to make **serious** attempts to solve the issue(s) and to explore innovative solutions to **resolve** employee complaints **prior** to grievances being filed.

11.2 Personal Submission of Grievances

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

If an employee or a group **of employees has** a complaint they have the right **to** and should discuss the complaint with **the** supervisor prior to a grievance being filed. A union representative may be in attendance. **The** supervisor **and** the employee(s) shall make **a** sincere effort to resolve the complaint prior to a grievance being filed. **Once** a complaint has been lodged, the parties **will** agree on **a** reasonable time frame to finalize the complaint.

11.3 Step One

If the issue **is** not resolved at the complaint stage but in any event, no later than within twenty (20) **days** of the occurrence or knowledge thereof, a grievance shall be **filed in writing on** a prescribed form which appears **as** Appendix "G" of this Agreement. with the employee's immediate management supervisor.

At each place of employment, local grievance meetings shall **be** held as required **or** at mutually **agreed** upon regularly scheduled intervals. Unless otherwise mutually agreed upon, **a** meeting **must** take place **within** twenty (20) days from the date of the filing of the grievance.

Such a meeting, subject to operational requirements, may be attended by the grievor(s) (if requested), **the** local grievance committee, **the** manager and/or supervisor involved and the local human resources practitioner. Upon notification to the Corporate Industrial and Talent Relations Department, National Union representatives may attend local meetings. The Corporate Industrial and Talent Relations Officer **may** also attend.

The local union grievance committee shall not exceed **two** (2) members except **as** otherwise **agreed** and they shall suffer no loss in **regular** salary for time spent during their **normal** working hours attending such meetings. If a grievance meeting occurs outside normal working hours for **any** such **member, he or she will** be rescheduled so that the **meeting** takes **place** during working hours. If such rescheduling is not possible, any time spent outside working hours will **be** compensated **as** time in lieu. Such committee will be given adequate access **to the grievors and** other involved employees at the workplace, and reasonable **working time to conduct** their investigations **on** the facts of the issues.

At the local meeting, the parties shall record the **issue(s)** and **position(s)** **as** understood by the other **side**. **The parties shall** fully discuss the **issue(s)** and **make a** sincere effort **to resolve** the **issue(s)** at the local level. The parties have the freedom to explore any avenue including an interest based process with a view to resolving the alleged violation(s).

Settlements reached at the local level shall have no precedent value and will not be referred to or imposed **by either party to** this Agreement elsewhere within the Corporation unless at the National Level, the national parties mutually agree to do so.

Minutes will **be** kept and read and signed by both parties **at the end of** the meeting. A copy of such minutes will be forwarded by e-mail to the Corporate Industrial and Talent Relations Officer and the National Union Representative of the **Union** involved. Upon request, a signed copy will be forwarded **by mail**.

11.4 Step Two

In the event the grievance is not settled at the local level it shall **be** referred to the national level within **thirty** (30) days unless otherwise mutually agreed. The national level **meeting** shall consist of the local union grievance committee and a representative of the national union **as** well as the local management grievance committee and **a** representative of the Corporation at the national corporate level. The meeting shall be convened at the location at a mutually agreed date and time **within thirty (30) days of** referring the grievance to **Step Two**. Members of the **union** committee shall **be** released **from** duty without loss of pay **or** leave credits to attend such **meeting**. The **Union shall** request the release of **such** persons **at** least fourteen **(14)** days **in** advance of **such** a **meeting** through the Corporate Industrial and Talent Relations Department.

Should it be necessary to convene a Step Two meeting involving representatives from different locations to address grievances which impact directly on more than one location either party may request a meeting in place of the Step **Two** meeting described above. **The parties will mutually** agree to meet at a location within thirty **(30)** days **of** referring the grievance **to Step Two**.

This time limit may be extended **by** mutual agreement. Up to two (2) employees shall be released **from duty** without loss **of** pay **or** leave credits to attend such **meeting**. **The Union shall request** the release of **such** persons at least fourteen **(14)** days in advance of such a meeting through the Corporate Industrial and Talent Relations **Department**.

At the national grievance meeting, the parties will review the local proceedings and minutes and they **will restate the issue(s) and their** respective understanding **of** the issue(s) in dispute.

Both parties will **exchange any** relevant information relating to the issue(s) in dispute **and** attempt to effect **a** settlement. It **is** understood that the respective parties at the national level have **full authority** to resolve the **issues** in dispute and to impose any agreed resolution which shall remain binding. **Minutes** shall **be** kept of the national grievance **meetings** and each party shall read and **sign such** minutes at the close of the meeting.

11.5 Union or Corporation Grievance

Either party on its own behalf can file a grievance directly **at** the National level concerning any difference between the parties regarding the interpretation, application, administration or alleged contravention of this **agreement**. **Such a grievance must be filed** within **twenty (20) days** of knowledge of the events giving rise to the grievance.

11.6 Arbitration

If the **issue(s) is (are) not settled on** final discussion **at** the National level, either **party** must **inform** the other party **at** the meeting of its desire to have the issue(s) resolved by arbitration,

There shall be two **(2)** arbitration processes: expedited and regular.

11.7 Expedited Arbitration

Expedited Arbitration, in accordance with the procedure below shall be used for all grievances except those dealing with:

- Discipline over five **(5)** days;
- Matters where the potential remedy is over five thousand dollars (\$5,000);
- **Lay-offs or**
- Where the parties mutually agree to go to regular arbitration.

The parties may refer any **excepted** matter to expedited arbitration by mutual agreement.

At the request of either party, **the** arbitrator **shall, before** proceeding any further with **the** merits, rule **whether a** grievance is of such **a** significant nature that it should be referred to regular arbitration.

Within 15 days of referral to Arbitration, the parties will mutually select **an** arbitrator who **must** be available to hear the outstanding matter(s) within thirty (30) **days** of being acceptable **and/or contacted by the parties**, If the **parties** are unable to agree on an arbitrator, the parties shall request the Minister of Human Resources Development to appoint **an** arbitrator.

If either party has reason to object **to** a proceeding **on a** preliminary or jurisdictional **matter**, such objection must be raised and arguments submitted in writing **to** the arbitrator at least 10 days in advance of the **hearing**.

The arbitrator can **hear more** than one (1) case upon agreement of the parties. The arbitrator must render **a** brief **written decision** within ten **(10) days of the hearing**. **Such** a decision shall be final **and** binding on the parties, for that grievance or grievances only. Such a **decision(s)** shall not create **a** precedent or be used in any other **case** or matter by the parties, and the process shall **be** without prejudice to either party's position should a similar **case** or matter find its way to arbitration under the relevant provisions of the Collective Agreement or the **Canada** Labour Code.

The parties **can** submit **a** brief joint statement of **facts** outlining the issue(s) in dispute. If **they** cannot agree on a joint statement of facts, each party will submit its own statement **of** facts **and** issues **in** dispute. Such statement of facts must be submitted to the arbitrator and other party at least three (3) days in advance of the hearing.

The parties will not use legal counsel at the arbitration hearing and the parties agree to keep the issues and facts simple and the witnesses to **a** minimum in order to allow for an expeditious resolution of **grievances** and/or **issues** submitted.

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

11.8 Regular Arbitration

If a matter is not resolved through the grievance process **and** the matter is submitted to regular arbitration, the following process shall be followed:

The parties shall jointly select an arbitrator within ten (10) **days** of the national grievance meeting. If the parties **are** unable to agree on an Arbitrator, the parties shall request the Minister of Human **Resources** Development to appoint an Arbitrator.

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

In arriving at **a** decision, the Arbitrator **shall** be limited to the consideration of the **issue as** outlined in the statement or statements referred to previously and shall render **a** decision according to the

terms and provisions of this Agreement, after having held a hearing at a time and place to be determined by the Arbitrator so the parties have an opportunity to present further evidence and to make necessary representations. The Arbitrator shall not in any way amend, modify, extend or change any of the provisions of this Agreement.

11.9 Dismissals

Grievances related to discharge may be referred directly to regular arbitration which will be an expeditious process. Within fifteen (15) days of referral to Arbitration, the parties shall jointly select an arbitrator who must be available to hear the grievance within five (5) days of being acceptable and/or contacted by the parties. The parties can submit a brief joint statement of facts outlining the issue(s) in dispute. If they cannot agree on a joint statement of facts, each party will submit its own statement of facts and issues in dispute. Such statement of facts must be submitted to the arbitrator and other party at least three (3) days in advance of the hearing.

The Arbitrator shall be required to arrange to hear the grievance and render an award within fifteen (15) days of the hearing.

11.10 Cost of Arbitration

The cost and expenses of the arbitrator under the expedited or regular arbitration process shall be borne equally by the Corporation and the Union.

Neither party will be required to share the cost of stenographic transcript or simultaneous translation without their express consent.

The time limits outlined in the grievance and arbitration procedure(s) are mandatory and any reference to days shall exclude Saturdays, Sundays and holidays.

The time limits may be extended by mutual agreement in writing.

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.

ARTICLE 12

REPRESEN

12.1

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

12.2

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

12.3

The Union shall have the right at **any** time to have the assistance of elected and/or staff representatives of the Union when meeting or negotiating with the Corporation. The Union will give prior notification **to** the Corporation of its intention to have National Representatives attend the local meeting and in such cases, the Corporation may have a representative of Corporate Industrial and Talent Relations present. The Corporation will give prior notification **to** the Union of its intention **to** have a representative of Corporate Industrial and Talent Relations present and **in** such **cases** the Union may have a National Representative present.

ARTICLE 13

NOTIFICATION TO UNION

13.1

The Corporation will, no later than the 15th of the following month and for the pay periods referred to in Article 27 forward to the Union a statement, in written and/or electronic form, showing the **names** of all those in respect to whom dues deductions have been made and **the** respective amounts deducted. The statement will be arranged **by** locations and alphabetically **by name** with **subtotals by** location. Each record will include, affiliation, location, first name, last **name**, employee number, amount of dues and date deducted. Amounts deducted for salary and overtime will be coded separately. A similar statement showing **the** cumulative totals for each employee who was in the bargaining unit during the preceding calendar year shall be forwarded to the Union no later than six (6) weeks from the last pay period in the calendar year.

13.2 Employee Information

The Corporation shall provide to the National Office of the **Union** directly involved a copy of the following:

- ◆ Notice of vacancy in any classification
- ◆ Copies of letters of dismissal, suspension or letter of reprimand to permit reasonable time to respond in accordance with the Discipline Article 24.
- ◆ Notice of hiring and termination on a monthly basis
- ◆ Notice **of** extensions to probation and trial periods
- ◆ On a monthly basis a copy of the employee record listing indicating the names of the continuing employees and temporary employees **by** location
- ◆ List **of** latest addresses **and** telephone numbers of employees upon request but not more than once per **year**

ARTICLE 14

NO-STRIKES OR LOCK-OUTS

14.1

During the term of this agreement, the Union will not cause, or authorize its members to cause, nor will any member of the Union take part in, any strike either sit-down or stay-in, or any other kind of strike or any other kind of interference or any other stoppage, nor will any employee refuse to report for work because of a labour dispute at any of the Corporation's operations between the Corporation and another bargaining unit. The Corporation will not cause, engage in or permit a lock-out at any of its locations.

14.2

Employees will not be required to handle, perform or assist in any work under the usual scope of any other union which is lawfully on strike against the Corporation and is recognized as a bargaining agent for persons employed by the Corporation.

ARTICLE 15

LAYOFFS

Definitions

'Layoff date' shall mean the final day on which the work will no longer be performed.

'Redundant Job' shall mean the work designated by the Corporation as ceasing to exist after the layoff date.

'Affected Employee' shall mean any employee in a Redundant Job.

'Redeployment' shall mean the assignment, reassignment, or placement of affected employees in vacant positions either in the same or other locations. Redeployment can involve promotions, and will, where necessary include training.

15.1

In all layoff cases, the employee who has the least seniority in the classification in the bargaining unit at the location is the first to be laid off, provided that the employees who remain at work can perform normally the work of the affected employee.

15.1.1 Temporary 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.

Where temporary employment can be used to delay the lay-off of an employee, such employee will be transferred to the temporary employment, provided he/she possesses the occupational qualifications, until such time as the employee can again occupy a permanent position or until the temporary employment is no longer required, at which time the employee will exercise his/her rights under the Collective Agreement. While in the temporary assignment, the employee will retain his/her original status and no less than his/her original salary. The posting requirements of the Agreement shall not apply in this circumstance.

Notice to Bargaining Agent

15.2

The Corporation will advise CEP of lay-offs not less than six (6) weeks prior to the lay-off date.

Notice to Employees

15.3

The Corporation will advise affected employees not less than four (4) weeks in advance of the lay-off date.

15.3.1

Employees on Leave of Absence, Medical Leave, Maternity Leave, Child Care Leave or Absence due to **Work** Injury, will be notified that their position has been declared redundant **at the same** time **as** other employees receiving similar notices. Upon return to work, they will be subject to the same rights and obligations **as** other employees in relation to **being laid off**.

15.4

An employee occupying a redundant position may be redeployed into a vacant position for which he/she is qualified. If the vacant position is in a higher classification, the vacancy will be posted **at** the location concerned. The best qualified applicant **will** be reassigned into the vacant position and if there is a resultant **vacancy** the vacated position will be **used** for the redeployment of other affected employees. Reassignment into a higher classification shall be subject to a **trial** period not to exceed **six (6)** weeks.

15.4.1

If **an** affected employee who has been reassigned/redeployed, fails to meet the required standard of performance or all conditions of employment within the trial/familiarization period, other reassignment/redeployment possibilities will be considered. If no appropriate position is available, the employee will **be** laid off

Lay-off Pay

15.5

Lay-off pay will be paid at the rate of one (1) week for every **six (6)** months of service or a major portion thereof.

15.5.1

In the event that an employee is laid-off for a second or subsequent time, the amount of lay-off pay will reflect service following the period(s) of service for which lay-off pay has already been paid.

Recall procedure**15.6**

When continuing ~~work~~ becomes available in the same classification as the affected employees, the vacancy will be made available to employees of the bargaining unit who possess the occupational qualifications based on seniority. Should ~~work~~ become available in a higher classification, the vacancy **will** be posted at the location concerned and the best qualified candidate shall be recalled.

15.6.1

Recall notices shall continue to **be** offered to **all** employees no longer than twelve (12) months from the date of redeployment or lay-off (except for employees on TIPP, Maternity and Child Care leave or Workers Compensation for ~~whom~~ the 12 month recall period commences **at** the time they return ~~from~~ the respective leave).

Recall Rights**15.6.2**

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

15.6.3

No persons from outside the bargaining unit can be employed in the unit until all affected employees have had the opportunity to exercise their right of reinstatement.

15.6.4

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

15.6.5

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

15.6.6

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

15.6.7

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.

15.6.8

Employees accepting employment **at** another location **will** be paid relocation expenses as per Article 15.10.

15.6.9

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

15.6.10

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

Temporary Work

15.7

Whenever possible, affected employees should be considered, on a seniority basis, for any temporary assignments, if they meet the requirements/qualifications of the position.

15.7.1

For the duration of these temporary assignments, affected employees will maintain their regular **status** and lay-off will be deferred until such time **as** the assignment is terminated and no other alternate assignment is found, or no full time continuing work is available for which the affected employee qualifies.

15.8

It is the employee's responsibility to inform the Corporation and the Union of his/her address, telephone number and employee number.

15.9

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

RELOCATION EXPENSES

15.10

When an employee is transferred **in** accordance with the provisions of this Article, the employee and his/her immediate family shall be paid relocation expenses by the Corporation in accordance with the following provisions;

- i) 100% of such expenses when the employee is redeployed in accordance with Article 15.4.
- ii) 50% of the actual cost of transportation for the employee, his/her immediate family and household effects when the employee is being recalled.

ARTICLE 16

CONTRACTING OUT

16.1

The Corporation undertakes to consult with the Union **by way** of a National Joint Committee on the potential contracting out of the Security Unit. It is agreed the Corporation **has** the right to make the final determination based on a business case and this consultation will not impede the decision process. This consultation is intended to provide the Union with an opportunity **at** the earliest practicable stage to:

- a) obtain information **on the Corporation's** objectives, **the** nature **of** the activities and the estimated number of employees, **by** location, affected **by** outsourcing;
- b) provide alternatives to the Corporation in areas of cost reduction, operational efficiencies and conditions of employment in order **to** achieve the stated objectives:

It *is* also **understood** that information shared at such **meetings will be held in confidence, not to be** shared with anyone outside the consultation process.

16.1.1

The National Joint Committee referred to in 16.1 above shall consist of two **(2)** representatives **named by** the Union from each location who will be released without loss of pay or leave credits, representatives of the National Union in accordance with Article 12 (Representation), and **an equal number** of representatives of the Corporation.

16.2

When **the** Corporation has determined that it has a requirement to contract out its security operations, the Corporation will provide the **Union** with **as** much notice **as** possible.

Successor rights and obligations **to** the bargaining agent and the employees will be in accordance with the provisions **of** the Canada Labour Code.

16.2.1

The Corporation agrees it will not interfere or intervene in **any** attempt by the Union **to** obtain successor rights status or certification to represent employees **of** the contract employer.

16.3

Any employee who has completed his/her probationary period, and has been selected for employment by the contractor, will resign from the Corporation. The employee will receive at least four (4) weeks notice of redundancy or four (4) weeks equivalent pay in lieu of notice and a separation allowance equal to one week's pay for each six (6) months of service or major portion thereof with the Corporation.

16.4

Should an employee be unable or choose not to be engaged by the contractor, he/she shall be treated in accordance with Article 15 (Layoffs).

16.4.1

Where such an employee is laid off in accordance with Article 15 due to contracting out, they shall be entitled to an additional one (1) week's salary per completed year of service or major portion thereof

ARTICLE 17

TRANSFER -- EMPLOYEE CONSENT

17.1

An employee shall not be transferred by the Corporation on a permanent basis from one location to another (e.g., Toronto to Ottawa, Ottawa to Toronto) without his/her consent, unless his/her position is abolished. An employee, whose position is abolished has the right to move or be laid-off as applicable.

17.2

A transfer is the moving of an employee, his/her dependents, furniture and effects from one Corporation location to another, and shall not limit the Corporation's right to assign an employee to work away from his/her normal location.

ARTICLE 18

EMPLOYEE CATEGORIES

18.1

All employees covered by this agreement shall **be** considered full time continuing employees except as specifically provided **by** this article. The employees covered **by** this Agreement shall **conduct** patrols, secure and control access, operate security control equipment, keeps secure, makes reports, **and** carries out investigations to ensure the protection of property and **the** security of employees **and** others on Corporation property, and when assigned, **on** Corporation remote locations.

It is agreed that security supervisors may continue to perform their normal functions so long as supervisors are not **used** to permanently replace or displace staff or to avoid the assignment of overtime or to avoid the hiring of full-time or temporary staff to perform the duties of Article 18.1 above, or Appendix F.

18.1.1

All full-time continuing employees shall be probationary employees for a period of six (6) months from the date of their employment with the Corporation. This **six (6) month** period **may be** extended **by** a further three (3) months. During this probationary period the Company **may** release the employee at any time.

18.2

A temporary employee is **one** hired on a regular or **occasional basis** to cover absences of regular employees (i.e. sickness, maternity leave, vacations, summer relief), **peak** workloads or specific projects. Temporary employees shall be paid on an hourly basis in accordance with the wage classification to which they have been assigned.

Agency personnel may be hired by the Corporation under this Article and it is agreed that Agency personnel are not subject to any of the terms and conditions of this Agreement. **Such** personnel may be used to conduct covert investigation where the use of staff would jeopardize the success **of** such investigation or to augment staff in special situations where staff and temporary employees are insufficient to carry out security requirements. **Such** personnel **shall** not be used to permanently replace or displace staff or to avoid the assignment of overtime or to avoid the hiring of full-time or temporary staff. It is agreed that there shall **be** no use of outside firms **and/or** contractors except as provided by this Article.

18.2.1

All Articles of this Agreement shall apply to temporary employees except **as** hereinafter provided:

- a) Article 26 - Corporation Seniority - Temporary employees who are subsequently hired on permanent staff without a break in service shall be credited for all purposes with the total accumulated hours, **and** their seniority and probationary period will be calculated accordingly. However, temporary employees who have **six (6)** months or more of continuous **service and** are **subsequently hired as** full-time shall be probationary employees for not **less than one (1)** month from the date of employment **as** full-time. The Corporation **may** extend the probationary **period up to a total of two (2)** months from the date of **hiring as full-time**, and in such event **will** advise and discuss with the Union prior to the end **of** the **one (1)** month period. During the probationary period, the Corporation may release the employee at any time.
- b) Article 15 - Layoffs:
- i. Temporary employees working on a regular weekly basis shall be given two **(2)** weeks notice, in advance of the proposed termination, or two (2) weeks pay in **lieu** of notice.
 - ii. Temporary employees hired to **work** on a specific project of a pre-determined length of time, or for vacation relief or **to** cover maternity or child care leave, shall **be** considered **to** have received notice at the time of hiring.
 - iii. Temporary employees hired on a daily basis, or a sporadic basis will not require notice of termination as provided in the Agreement due to the very nature of their assignment.
- c) Benefits **except** that the provision of Workers Compensation and Maternity Child Care benefits will be provided in accordance with the prevailing legislation.
- Temporary employees hired for a period of under three (3) months will **enjoy** the **full** benefits and entitlements to this Agreement pro-rated for time worked, **subject** to the restrictions contained in the various benefit plans, with the exception of sick leave, LTD and pension.
 - **Temporary** employees hired for a period of three (3) months to one (1) year will enjoy the **full** benefits to this Agreement pro-rated for time worked, subject to the restrictions **contained** in the various benefit plans, with **the** exception of LTD and pension.
 - Holidays shall apply except that temporary employees hired for a period of **under** three (3) months shall **be** entitled to pay for a general holiday on which they do not **work** calculated **on** the basis of one-twentieth (1/20) of the **wages** earned during the thirty **(30)** calendar **days** immediately preceding the general holiday.
 - Temporary employees hired for a period **of** under three (3) months shall receive **six** percent **(6%)** vacation pay in lieu.

- d) **Articles 30 (Posting of Schedules) and 34 (Tour of Duty), however, temporary employees hired on a daily or sporadic basis shall receive a minimum credit of three (3) hours per tour of duty.**

- e) **Article 31 (Meal and Break Periods), however, temporary employees shall receive a meal period in all shifts of more than five (5) hours. Meal periods will be assigned in accordance with Article 31.**

- f) **Article 24 - Discipline**

ARTICLE 19

POSTING OF VACANCIES

19.1

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

19.1.1

A notice of vacancy shall contain the following information: classification, **status** of employment, salary grouping, salary range, location, affiliation, and expiry date.

19.1.2

The **job** description for the posted job will be made available to employees upon request.

19.2

Temporary work within the bargaining unit of more than twelve (12) weeks duration **shall** also be posted **in** accordance with the preceding articles.

ARTICLE 20

HIRING AND PROMOTION

20.1

When hiring to fill a vacancy or a new position the best candidate from amongst those who meet the qualifications and criteria as set out in the notice of vacancy and the statement of qualifications (as illustrated in Appendix A) will be engaged to fill the vacancy.

20.2

Employees have the right to apply for transfer or promotion to vacant positions however, there is no obligation for the Corporation to transfer an employee from one location to another. All applications will be acknowledged. A short list of those who best meet the criteria for the vacancy shall be established and those on the list will be interviewed.

20.3

Selection boards established will include members who are knowledgeable about the position(s) to be filled and about the objective and subjective criteria to be applied in reaching a decision.

20.4

Failure to be selected for a position outside the bargaining unit is not subject to the grievance procedure.

20.5

An employee promoted to a position in a higher group within the bargaining unit may be on a trial basis in the higher classification for a period of up to sixty (60) days from the date of promotion. During this trial period should the employee not be satisfied with the job or if the employee is not to be confirmed in the position he/she may return to his/her former classification. Upon written notification to the Local Designated Officer of the Union with a copy to the National Office of the Union prior to the expiry of this period, the Union will give due consideration to requests for an extension to the trial period for specified reasons.

20.6

The Corporation will advise the applicant, within thirty (30) days of the expiry of the posted notice of vacancy as to the status of their application.

20.7

Should a grievance be filed in respect to this Article, confirmation of the chosen candidate for a position shall not take place while the grievance remains unresolved.

ARTICLE 21

ASSIGNMENT & JOB FUNCTION

21.1

Attached hereto and forming part of this Agreement are the **Job** Groups and positions. For clarity, these **Groups** and positions are not the job description for all positions within the Unit.

21.2

Employees when hired full-time into a vacancy will have the job title identified in the posting and the core duties **expected** to be **performed** on a regular basis.

21.3

Employees can be assigned to perform duties of another position within the **same** Group on **an** occasional basis, it being recognized that such assignment will not be capricious or **used** as any form of disguised discipline.

21.4

Employees assigned to **a** position where the duties fall within a similar or lower regular salary will maintain their regular salary for the duration of the assignment.

21.5

It is acknowledge that, as part of their duties to the **Employer**, the **employees** covered by this Agreement are required to protect and secure all the property of the Employer and in discharging their responsibilities to the Employer, except where prohibited by law, they **may** be required to investigate, conduct surveillance **of**, watch, search and report on the activities of other employees of the **Employer** both within and outside of this bargaining unit,

21.6

The Corporation may change job specification and/or create new full-time positions. The Corporation agrees that it is the right of the Union to negotiate wage rates for **new positions**.

21.7

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

21.8

Failure to mutually agree on the **level of** remuneration for the **new** job as **outlined** above may become the subject of a challenge which shall be resolved through job evaluation.

ARTICLE 22

TEMPORARY ASSIGNMENT

22.1

The Corporation has the right to establish temporary assignments to meet operating requirements.

22.1.1

It is understood that the Security Officer, as part of his/her duties, may be upgraded to a higher classification at a moment's notice, without prior notification.

22.2

Employees temporarily assigned to perform the principal functions of a higher salary group within the bargaining unit for a period of seven and three quarter (7 3/4) hours but not longer than a period of four (4) consecutive work weeks, shall receive a flat amount of \$8.00 per shift for the duration of the assignment. Upgrading of longer than four (4) weeks will be paid at the appropriate salary in the higher classification. The above provision will not apply when the employee is temporarily upgraded to cover meal or break periods for a maximum accumulated time of one hour.

22.3

If the employee is temporarily assigned to another bargaining unit for four (4) weeks or more, union dues will be paid to the new bargaining unit, and the terms and conditions of the collective agreement covering the position will apply to the person in the temporary assignment.

22.4

An employee temporarily assigned to duties of a supervisor for seven and three quarter (7 3/4) hours but not longer than a period of four (4) consecutive work weeks, shall receive a premium of ten percent (10%) of basic salary and shall have none of the benefits under this Agreement impaired.

22.4.1

An employee temporarily promoted to perform a supervisory function for a period in excess of four (4) consecutive work weeks but not to exceed six (6) months, shall receive a premium of a minimum of ten percent (10%) of basic salary for the whole period of such assignment and the scheduling, overtime and penalty provisions of the Collective Agreement shall not apply. During the period of such assignment the employee will receive two (2) days off per week or where this is not possible, equivalent time-off, to be taken by mutual agreement within a twelve (12) month period from the date earned.

22.5

Full-time employees of the Corporation will be given preference for temporary upgrades or temporary promotions. Operational requirements will determine the availability of employees for temporary upgrades or temporary promotions. Such opportunities will not be unreasonably withheld.

ARTICLE 23

PERFORMANCE APPRAISAL AND SKILLS INVENTORY

23.1

The Corporation agrees to develop, implement and maintain a performance appraisal and skills inventory plan for its employees consistent with overall functions and objectives of the CBC. The parties agree that it must be an open and honest system in which the employees have confidence. It should promote excellence **at** every level within the organization.

23.1.1

A skills inventory is a record of the **skills**, experience, education (including CBC training), and career aspirations of each and every employee in the bargaining unit.

23.2

The intent of performance appraisal is to ensure that the **full** potential of all employees is recognized and that employees have the opportunity to develop and perform to their true potential.

23.3

It is understood that the employee has **a key** role along with his/her supervisor to jointly develop the goals **and objectives** of his/her **career development plan**. **The performance appraisal and skills inventory system** should assist the employee and his/her supervisor to recognize potential, **assess** present performance, identify training needs, and plan future assignments. Career development can occur through training, education, temporary work assignments, promotion, counselling, secondments, **sabbaticals** and other vehicles which **allow** an employee to obtain and maintain the knowledge, skills, ability, techniques, and experience that will be undertaken to allow an employee **to reach** an expected level of performance.

23.4

An integral part of this process **is to** provide **an** employee regular, consistent **and** constructive dialogue and feedback about their performance, enable employees to **plan** their career and **receive** guidance within the organization, detect collective or individual training needs, encourage employees to state their interest in other work opportunities within the Corporation and enable employees to give structured feedback on the way they perceive their work and their working environment.

23.5

The parties agree that the performance appraisal process will not be **used** as part of the disciplinary process.

23.6

The Corporation agrees that the employees through their Union are stakeholders in an effective Performance Appraisal and Skills Inventory Plan. To that end the Corporation shall advise and discuss with the Union the Performance Appraisal and Skills Inventory Plan which it wishes to implement and maintain prior to implementation.

23.6.1

Should a Corporate Performance Appraisal and Skills Inventory Plan be developed jointly with its Union(s) the Corporation agrees to involve representatives of this Unit with that development. Leave to participate will be granted in accordance with the provision of Article 9.3, Leave for Union Activities.

ARTICLE 24

DISCIPLINE

24.1

The parties agree the purpose of discipline is correction. Its primary purpose is to ensure employees perform their duties in accordance with Corporation rules, directives **and** regulations. It is agreed that the parties will deal with matters of discipline within ten (10) working days **of** the supervisor becoming aware of the incident. If the matter cannot be dealt with **due** to the employee's absence, **the** period will **be** extended **by** **the** length of **the** absence.

24.1.1

Discipline is any action taken by the Corporation concerning an employee's work or conduct, which **may be** detrimental to the employee's position within the Corporation. Disciplinary **measures** taken against employees shall be for just and sufficient cause. It is understood that all measures of discipline will be contained in the employee's status and pay file.

24.2

The following outlines the process which must be followed when the Corporation decides discipline is to be imposed.

24.2.1

Prior **to** any discipline being imposed, the employee will be given notice in writing **to** attend a meeting. This notice will contain the subject matter to be discussed at **the** meeting and the employee shall be advised of his/her right to have a union representative from the location attend as an advisor. However, the unavailability of an advisor will not **delay** the meeting for **more** than five **(5) working days** from the date of notification to the employee.

24.2.2

At the meeting there shall be a **full** discussion between the employee, the employee's supervisor and/or other designated management representative.

24.2.3

Following this meeting, any disciplinary action that **is** taken shall be communicated to the employee in writing, outlining all the pertinent details and reason(s) for imposing discipline. **Such** written notice **must** be sent to the employee and action initiated within twenty (20) working **days** of the discussion. A copy will **be** sent to the local union **officer** and the National Office of **the Union**. If such notice cannot be sent, or if the action cannot be initiated, due to the employee's absence, the period will be extended **by** the length of the absence.

24.2.4

If the twenty (20) day time limit referenced above cannot be met, it **may be** extended **by a** further ten (10) days provided the employee and the national office of the union **have been notified** in writing of the reason for the delay and **extension**.

24.2.5

If this **procedure** is not followed, such discipline shall not be taken and shall not become part of the employee's record or **used** against him/her at any time.

24.2.6

When any discipline is found to be unjustified all documents referring to the discipline imposed and action taken shall be **removed** from the employee's record and **destroyed**.

24.3

Management reserves the right to remove employees from the workplace, (pending **a** final decision) **subject** to Management satisfying the onus of proof that it has just and sufficient cause to do **so**.

24.4

There shall be no dismissal of full-time permanent continuing employees who have completed their probationary period except for **just and sufficient cause**.

24.5

In addition to the employee's rights under the Grievance Procedure, the employee has the right to reply in writing to any discipline **imposed**. The employee's reply, if received within twenty (20) working **days** after he/she has been **given** notice, shall **become** part of his/her record.

24.6

All documents referring to discipline shall be removed **from** the employee's status and pay file when the employee has completed twenty-four (24) months with no further discipline for **a** similar infraction(s). All documents referring to discipline shall be removed from the employee's status and pay file after thirty (30) months.

24.6.1

Upon written request, **an** employee **may** review his/her **status** and pay file once **a** year in the presence of his/her supervisor.

ARTICLE 25

I JATION

25.1

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.

25.2

The Corporation will not discriminate against employees with respect to race, nationality, colour, **sex**, age (subject to the Corporation's policy on retirement), disability, marital or parental status, **sexual** orientation or religious or political affiliations (provided that such political affiliation is not contrary to the By-laws of the Corporation.) or conviction for an offense for which a pardon has been granted.

25.3

Where there is an allegation that the application of the Collective Agreement has an adverse discriminatory effect **on** an employee, the parties agree to meet and attempt **to** reach a solution in accordance with the principles set out in **the** Federal **Human** Rights Legislation (**e.g.** reasonable accommodation).

25.4

The Parties agree that it is essential **to** address problems faced by our employees with respect to workplace harassment and sexual harassment, and **to** deal effectively with **these** problems. The Corporation agrees **to** consult with the Union in the implementation of a **new** harassment policy.

ARTICLE 26

CORPORATION SENIORITY

26.1

Corporation seniority shall be equal to and based on the length of continuous service with the Corporation. It shall be computed from the date of hiring into a full-time position or from the beginning of the last unbroken continuous term of service.

Corporation seniority shall relate to matters of lay-off, re-employment and the choice of annual leave.

Computation of Seniority After Interrupted Service

26.2

In the event an employee who has passed his/her probationary period is laid-off, continuity of service for purposes of Corporation seniority shall be considered unbroken, if he/she returns to the status of a full-time employee within one (1) year from the lay-off.

26.3

In the event an employee who has passed their probationary period is transferred to another position within the Corporation and outside of the bargaining unit, he/she will maintain Corporation seniority unless a break of service has occurred as outlined in clauses 26.1 and 26.2.

ARTICLE 27

GENERAL WAGE PROVISIONS

27.1

No benefit of monetary value shall be considered in computing the minimum wage.

27.2

Employees will be paid on a bi-weekly basis, through mandatory direct deposit, with pay day occurring on the second Thursday of each fourteen day period.

27.3

When the regular pay day falls on a holiday referred in Article 37.1 hereof, wages shall be paid to the employee on the preceding work day.

27.4

The Corporation shall remit to the employee a notification of deposit with sufficient information to allow him/her to check his/her wages. This notification of deposit shall contain the following data:

- a) the Corporation's name;
- b) the employee's last name and given name(s);
- c) the payment date and its corresponding work period;
- d) the amount of gross wages;
- e) the nature and amount of deductions made;
- f) the amount of take-home pay.

27.5

The employee's receipt of a notification of deposit does not constitute waiving of payment of all or part of the wages to which he/she is entitled.

27.6

The Corporation may deduct wages only when compelled by law, a court order, a collective agreement or when authorized by a document signed by the employee.

Shift Differential

27.7

All work performed between midnight and 07:00 shall be compensated for at fifteen percent (15%) of the basic shift salary in addition to regular salary.

ARTICLE 28

SALARY PROVISIONS

28.1

With the exception of specific provisions related to the Ottawa location, **employees** shall be classified **and paid according to the** following **schedule** of minimums **which is based on** a thirty eight and three quarter (38 3/4) hour per week exclusive of any meal periods. It is understood that given the fact the lump **sum** payment is rolled into the rates and the fact that hours of work move **from** thirty seven and one half (37 1/2) to thirty eight and three quarter (38 3/4), the following represents the complete minimum rates based on the above:

- A) Current rates for Toronto based on 37.5 hours **per** week exclusive of meal periods are as follows:

Toronto	Per Annum Rate	Bi-Weekly Rate	Hourly Rate
Security Access Control Officer	Start	22,395	858.05
	1 year	22,675	868.77
	2 year	23,376	895.63
Security Patrol Officer	Start	23,097	884.94
	1 year	23,798	911.80
	2 year	24,534	940.00
Security Control Officer	Start	25,108	962.00
	1 year	25,884	991.72
	2 year	26,684	1,022.38

Current rates for Ottawa based on 40 hours **per week** are as follows:

Ottawa	Per Annum Rate	Bi-Weekly Rate	Hourly Rate
Security Officer	19,209.60	736.00	9.20

Effective Date of Ratification

- B) New rates for Toronto, based on 38 3/4 hours per week exclusive of meal periods and the fact that lump sum payments are now rolled in to the salary base:

Toronto		Per Annum Rate	Bi-Weekly Rate	Hourly Rate
Security Access Control Officer	start	23,470.64	899.26	11.60
	1 year	23,750.64	910.00	11.74
	2 year	24,451.64	936.84	12.09
Security Patrol Officer	Start	24,058.00	921.76	11.89
	1 year	24,759.00	948.62	12.24
	2 year	25,495.00	976.82	12.60
Security Control Officer	Start	26,143.08	1001.65	12.92
	1 year	26,919.08	1031.38	13.31
	2 year	27,720.08	1062.07	13.70

New rates for Ottawa, based on 40 hours per week and the fact that lump sum payments are now rolled in to the salary base:

Ottawa		Per Annum Rate	Bi-Weekly Rate	Hourly Rate
Security Officer	Start	26,143.08	1001.65	12.52
	1 year	26,919.08	1031.38	12.89
	2 year	27,720.08	1062.07	13.27

Effective June 1, 1997:

- C) New rates for Toronto, based on 38 3/4 hours per week exclusive of meal periods and the fact that lump sum payments are now rolled in to the salary base:

Toronto		Per Annum Rate	Bi-Weekly Rate	Hourly Rate
Security Access Control Officer	Start	23,570.64	903.09	11.65
	1 year	23,850.64	913.82	11.79
	2 year	24,551.64	940.68	12.14
Security Patrol Officer	Start	24,158.00	925.59	11.94
	1 year	24,859.00	952.45	12.29
	2 year	25,595.00	980.65	12.65
Security Control Officer	Start	26,244.08	1005.52	12.97
	1 year	27,020.08	1035.25	13.36
	2 year	27,820.08	1065.90	13.75

New rates for Ottawa, based on 40 hours per week and the fact that lump sum payments are now rolled in to the salary base:

Ottawa		Per Annum Rate	Bi-Weekly Rate	Hourly Rate
Security Officer	Start	26,244.08	1005.52	12.57
	1 year	27,020.08	1035.25	12.94
	2 year	27,820.08	1065.90	13.32

28.2

An employee promoted to a higher pay classification shall move into the higher salary scale and receive at least the equivalent of one (1) full increment in his/her former classification, and shall automatically progress upward on the annual anniversary date of his/her promotion.

28.3

The salary formula in this Agreement is calculated on the basis of 26.1 pay periods in a given year.

As an example, a person who works 38 3/4 hours per week and who is earning a salary of \$25,404.67:

- $\$25,404.67 \div 26.1 = \973.36 - *bi-weekly rate*
- $\$973.36$ (*bi-weekly rate*) \div $(38\ 3/4 \times 2) = \$12.56$ - *hourly rate*

ARTICLE 29

WORK WEEK AND DAYS OFF

29.1

For Toronto employees **only**, the standard work week is thirty eight and **three quarter** (38 3/4) hours exclusive **of any** meal period divided, if possible, into consecutive **days**. The **work week** starts at 00:01 a.m. Monday **morning**.

Notwithstanding 29.1 above, it is agreed that the present scheduling practice in Ottawa will continue the **forty (40)** hours per week with paid lunch.

29.1.2

There shall be a minimum of two **(2)** consecutive days-off which shall be referred to hereinafter **as** scheduled days-off. These two (2) scheduled **days** off **may** be in separate work weeks, i.e., Sunday and Monday.

29.1.3

The five **(5)** days in any work week need not necessarily be consecutive, they may be separated by **days-off** for statutory holidays.

29.1.4

Scheduled **days-off**, for whatever purpose, shall consist of twenty-four **(24)** hours for each scheduled **day-off**.

29.1.5

Scheduled days off can **be** consecutive **with**, separated **by**, or separate **from** statutory holidays.

29.1.6

An employee shall be deemed to be working **when** he/she is at the Corporation's disposal **on** the premises and is required to wait until he/she is assigned work.

29.1.7

For **the** purpose of computing the standard work **week**, a shift shall belong to **the calendar day on** which it begins.

Overtime

29.2.0

Authorized overtime shall be paid at one and one-half (1 1/2) times the basic hourly rate for all hours in **excess** of seven and three quarter (7 3/4) hours. It shall be computed to the end of the last quarter hour.

Work performed on a scheduled day-off shall be compensated for at the rate of one and one half (1 1/2) times the basic rate with a minimum credit of seven and three quarter (7 3/4) hours.

29.2.1

The present practice of offering overtime to full-time continuing employees before temporary employees will continue,

29.2.2

The Corporation agrees to **use** its best **efforts** to equalize the opportunity to perform overtime among the employees.

Temporary Employees in Toronto

29.2.3

Authorized **overtime shall be paid** at one and one-half (1 1/2) times the basic hourly rate for all hours in excess of **seventy-seven and one half (77 1/2)** hours over a two (2) week period. It shall be computed to the end of the last quarter hour.

29.2.4

Notwithstanding Article 29.2.3, all hours worked in excess of twelve (12) will be paid at one and one-half (1 1/2) times the basic hourly rate and those hours will not be included in the eighty (80) hour averaging period.

29.3

For the purpose of computing overtime, annual vacations and paid holidays which fall on an employee's normally scheduled work day shall be deemed to be working days. The Corporation shall undertake not to unduly change the work schedules.

29.3.1

An employee may refuse to **work** on his/her day(s) **off**, 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 performs these duties. **An** available employee shall be understood to be an employee who can be contacted and who can report for **work** within a reasonable period of time.

ARTICLE 30**POSTING OF SCHEDULES****30.1**

Schedules of days **off**, working hours, and **meal** periods shall be posted **on the** Sunday not less than two **(2) weeks** in advance of the **week** for which they apply. Meal periods shall be **scheduled** in accordance **with** Article 31- Meal & Break Period.

30.2

Once the schedule **has** been posted it shall not be changed except **as** provided in this article.

30.2.1

Once **the** schedule has been posted there shall be no change of scheduled days **off** without the **consent** of the employee concerned, except that, posted schedules, including days **off**, **may** be changed no later than the end of the shift the day before when "unexpected events" occur of which the Corporation had not or could not be expected to have prior **knowledge or control over**,

30.2.2

An employee's schedule may be changed in the event the employee **is** released, after **the** **schedules** have been **posted**, for authorized Union **activity**.

30.2.3

When an employee works outside their scheduled hours, the employee will be credited with all hours **worked** in accordance with Article 29, Overtime, and Article 33, Call-back **except as** provided by Article 30.4 below.

30.3

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

30.4**Shift Changes - Employee Option**

Inasmuch as possible, the Supervisor of Security or his authorized representative shall endeavour to grant **shift** changes between **two (2)** employees, the whole subject to the following conditions:

- a) the change be requested in writing and **signed** by both employees involved **at** least three (3) days in advance;
- b) **that** the two work shifts be scheduled within two consecutive work **weeks**;

- c) **that the change in work shift not result in the payment of overtime;**
- d) **operational requirements can be met by the two employees; and**
- e) **that any debit or credit in salary caused by any reason whatsoever (i.e. late arrival for work or payment for statutory holiday) be attributed to the employee who actually performs the work.**

ARTICLE 31

MEAL AND BREAK PERIODS

Meal Periods

31.1

Except for the scheduling practices exclusive to Ottawa, an employee shall **have a meal** period of thirty (30) minutes without pay for each five (5) hour working period. It is understood that this meal period shall be taken **at a** suitable time. The Corporation will endeavour to ensure that the employee is relieved.

31.2

The Corporation must be able to respond to emergency situations **and** therefore certain personnel **may** be required to carry a communication device **such as a radio, pager or** cellular phone. **Where** a meal is terminated for such personnel as in a response to an emergency situation, the **employee** will be compensated at one and one half (1 1/2) times basic rate for such meal period. It is understood that **an** emergency **is** defined as a fire alarm, bomb threat, medical emergency or officer assistance call.

31.3

Except for circumstances beyond the control of the Corporation or emergency situations, the first meal period shall be assigned and taken within the third, fourth, or fifth hour of work.

31.3.1

In the event a shift extends for seven and three quarter (7 3/4) hours or more, **a second meal period shall be assigned and taken in the ninth or tenth hour of work. A subsequent meal period** will be assigned within the fourth hour after completion of the second or subsequent meal in each five (5) hour period following the completion of the previous meal.

31.4

In the event the replacement meal period in Article 31.3 cannot be rescheduled, thirty (30) minutes will **be** added to the **end** of the tour of duty and paid at one and **one** half (1 1/2) times basic. The missed meal period will not be included in the calculation of **any** penalties.

Break Periods

31.5

The employee shall be entitled, during **a** shift, to two (2) fifteen (15) minute break periods which **may be taken away** from their immediate work area. The first break **period will be given between** the employee's starting time and their first meal period and the second break between the end of the first meal period and the employee's **finishing** time. In shifts over eight (8) hours, an additional fifteen (15) minute break period will be assigned at suitable times in each five (5) hour period separate from **second** or subsequent meal periods.

ARTICLE 32

TURN AROUND PERIOD

32.1

No **employee shall** be **scheduled** or **assigned** to **start a shift** within twelve (12) hours **after** the scheduled or assigned completion of the employee's previous shift. Unexpected hours **worked** on **either** shift **can** reduce the **turn-around period** by an equivalent **amount** of up to **two (2)** hours of reduction.

32.2

Notwithstanding 32.1, it is understood that employees **on a** rotating shift pattern **may receive** less than **a full** turn-around period **due** to the nature of the shift pattern in conjunction with their regular days off. These employees shall have **a minimum** turn-around period in conjunction with their days **off** of **at** least two full calendar days off followed **by** eight **(8)** hours. **For** example an employee **leaving** work at or **before 24:00** Friday **shall** not **be** required to report for work before 08:00 Monday as part of **a regular shift** rotation period. .

ARTICLE 33

CALLBACK

33.1

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

33.2

When an employee is called back to work after a completed tour of duty and prior to the starting time of the next tour of duty the employee shall be paid at the rate of one and one-half (1 1/2) times his/her basic hourly rate of pay for actual time worked with a minimum credit of three (3) hours.

33.3

An employee may refuse to work on a call-back, However in the event all employees who normally perform the duties required refuse, the Corporation may assign the work to any one of the employees in the bargaining unit who normally perform these duties.

ARTICLE 34

TOUR OF DUTY

34.1

A tour of duty **shall** mean the hours in a day scheduled and/or assigned to an employee with a minimum **work** day of eight (8) hours, except **as** provided for in Article 29.1.7 and 29.2.3. This includes break and meal **periods** but **does not** include **time** worked as Call-Back (Article 33.1), calculated **to** the end of the last **quarter (1/4)** hour in which work was **performed**.

The tour of duty **may** be assigned to commence at **either** the employee's **regular** place of employment **or any** location within the local area.

A tour of duty that extends beyond midnight **shall be** considered **as** falling wholly **within** the **calendar day** in which it starts.

34.2

Any work day that is broken through authorized absence with **pay** (e.g., short term **disability**, annual, special **leave** or **any other** absence **with pay**) will be credited **as** originally scheduled or eight (8) hours if he/she was not previously scheduled.

Absence without pay will reduce the tour of **duty** by one (1) **hour** for each hour of absence. Deductions from basic **salary** for absence without pay will only occur when the actual hours **worked** in a tour of duty are less **than eight (8) hours**, depending on the **employee's** regular scheduled day can be deducted from basic salary for each day of such absence.

ARTICLE 35**JOB SHARING****35.1**

Job sharing can occur where there is agreement among the employer, the **Union** and the staff employees in the same group and classification who wish to share a **job**. **Exceptions to the group and classification rule** can be looked at on a case by case basis, it being clearly understood that the final decision on these exceptions is at management's discretion and not subject to appeal. The other position may be filled by a temporary employee notwithstanding Article 18 -- for a **maximum** of twelve (12) months, after which time the job must be posted and filled on a full-time basis.

35.1.1

It is agreed that job sharing results from two (2) staff employees sharing a full-time staff position in the employee's workplace, and as **such**, the shared position will continue to be identified as a full-time staff position.

35.1.2

The sharing of hours of work shall be determined by the parties to the sharing arrangement but in no case will one employee work fewer than sixteen (16) hours per week or fewer than eighty (80) hours per **month**. It is understood that the work week shall be five (5) **days** divided between the two (2) employees and that time worked in excess of the shift or work **week** shall be paid in accordance with Article 18 of the Collective Agreement. It is clearly understood that there shall be **no** pyramiding of any premiums or benefits to any employee under this arrangement.

35.1.3

Employees accepted for job sharing shall have benefits prorated based on time worked including dental, annual leave and **sick** leave. Such persons on a job share will be required to participate in the pension plan (Part II). **The** Corporation will continue to pay supplementary health care premium. For clarity, employees in a job sharing arrangement such as one person working Monday, Tuesday, Wednesday and the other one working Thursday and Friday - if a holiday falls **on** one of the days of the employee's normal scheduled shift, he/she will receive payment for the holiday and the other employee shall not. The Corporation will not be required to pay the same holiday twice. Seniority will continue to **accrue, however**, employees, while **on job** sharing will not accumulate continuous service for severance **pay** purposes but will be credited for actual time worked. Overtime is applicable after eight (8) hours per day.

35.1.4

All details of a job sharing arrangement will be committed to writing and **signed** by the parties prior to the commencement of the job sharing arrangement.

35.1.5

The Corporation, the Union or the employees involved may cancel a job sharing arrangement upon receipt of four (4) weeks written notice to all parties concerned.

35.1.6

No such job sharing arrangement shall exist without the knowledge and approval of the Union.

ARTICLE 36**EXCESSIVE HOURS AND SAFETY****36.1**

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 turn-wounds and/or displaced meal periods.

The Corporation will advise the Union whenever it **applies** to the Federal Minister of Labour to modify the provisions which allow the Corporation to average the hours as provided in **the** Canada Labour Code. If such advice is not provided the **Corporation** will not be permitted to modify the existing averaging granted by the Minister.

36.1.1

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. **An** employee shall **take** all reasonable and necessary precautions to ensure his/her **own** safety and the **safety** of **his/her** fellow employees. Working conditions and employee facilities will be maintained in **a** clean and sanitary condition **by** the Corporation. Complaints arising **under** this Article should initially **be** referred to the Local Health and Safety Committee.

36.1.2

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/her 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.

36.2

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.

36.2.1

Where an employee **has** reasonable cause to believe that a danger (as defined in the Canada Labour Code) **exists** for him/her to undertake work alone or where safety regulations require additional help, **it** shall be his/her responsibility to notify his/her supervisor or if that is not possible, summon help **as** required or in such **a** situation, **if** neither **course** of action is possible, he/she may **refuse** to complete the job pending the elimination or lessening of the dangerous situation or until **a** Labour Canada Safety Officer has made a determination.

The individual involved will advise the Local Safety Officer. The Local Safety Officer will forward the information to the Local Health and Safety Committee at its next meeting.

36.3

The employee shall not be held responsible for the maintenance or the normal wear or accidental **damage** caused to the protective clothing and/or safety devices supplied to him/her by the Corporation.

36.4

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

- i) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;
- ii) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented **by** the Committee;
- iii) shall cooperate with any occupational health service established to serve the workplace;
- iv) **may** establish and promote safety and health programs for the education of the employees represented by the Committee;
- v) shall participate in all inquiries and investigations pertaining to occupational safety and health including **such** consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;
- vi) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- vii) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;
- viii) shall ensure that adequate records are **kept on work** accidents, injuries and health **hazards** and shall monitor data relating to such accidents, **injuries** and **hazards on a regular** basis;
- ix) shall cooperate with safety officers designated by the Minister of Labour;
- x) may request from the Corporation such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace; and
- xi) shall have **full** access to all Government and employer reports relating to the safety and health of the employees represented by **the** Committee but shall not have access to the **medical** records of any person except with the consent of that person.

36.4.1

In each workplace covered by this Article, membership in the Committee shall be open to all bargaining units as well as Confidential and Management employees in accordance with procedures established among themselves. However, no employee can be represented by more than one union, association or group.

- i) Meetings will be held at least once a month. Special meetings required on an urgent basis shall be held at the call of either co-chairperson, who should both be present at that meeting. The absence of one of the co-chairpersons will not prevent the holding of an emergency meeting.
- ii) 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.
- iii) Minutes of each Committee meeting shall be distributed to all Committee members and posted on designated bulletin boards.
- iv) The Committee shall have two (2) co-chairpersons of equal standing chosen from the members of the Committee, one being an employee representative selected by the employee representatives in the Committee and the other being a managerial representative selected by the managerial representatives on the Committee. The Union/Association whose representative is chosen as a co-chairperson may nominate another representative of that Union/Association to replace him/her. The managerial representative may also be replaced in the same fashion. The chairmanship shall alternate monthly or as agreed by the Committee.
- v) 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.
- vi) The Committee shall have the authority to appoint sub-committees where needed. The sub-committees may include advisors who are not Committee members.

36.4.2

Complaints referred to the local Health and Safety Committee shall be dealt with in accordance with the appropriate sections of the Canada Labour Code. In the event that a complaint is not resolved by the local Health and Safety Committee, the Union may file a grievance at the National Level which would be processed in accordance with Article '11' of the Collective Agreement.

36.5

The Corporation will comply with the Canada Labour Code, Part II and Regulations thereto **including:**

- | | |
|------------------------------------|---------------------------------------|
| -Canada Fire Safety | - Building Safety |
| -Temporary Work Structure | -Noise Control |
| - Hand Tool | -Dangerous Substances |
| -Electrical Safety | -Confined Spaces |
| -Boiler and Pressure Vessel | -First-aid |
| - Machine Guarding | -Accident Investigation and Reporting |
| - Safe Illumination | -Safety and Health Committee |
| -Elevating Devices | -Protective Clothing and Equipment |
| -Sanitation | -Materials Handling Regulations. |

Also, Part II, Sections 124 and 125 "Duties of Employers" and Sections 127 - 132 "Employment Safety" which includes reference to **Refusal to** work if danger.

The Parties recognize that **the** Canada Labour Code establishes certain minimum standards.

Where this Agreement provides more favourable language, it shall take precedence.

Uniforms

36.6

The Corporation shall supply each Security Officer with **the** following **uniform** articles;

- ◆ 3 pairs of pants and/or skirts
- ◆ 5 long or short sleeve shirts -- preference to **be** indicated at time of issue or replacement
- ◆ 2 ties
- ◆ 2 jackets **and/or** blazers
- ◆ 1 pair of boots or shoes every two (2) years

In addition the Corporation shall supply **adequate** protective clothing and/or safety wear/equipment for employees on assignments where conditions require their **use** and **to** supply other special attire **when** required, including;

- ◆ 1 pair of CSA approved safety boots or shoes
- ◆ rain gear
- † 1 sweater
- † 1 **belt**
- ◆ 1 winter **coat**
- ◆ 1 spring/fall jacket
- ◆ **key** holder
- ◆ flashlight
- ◆ handcuffs and case
- ◆ other miscellaneous equipment

36.6.1

When such clothing or devices are supplied for an employee's protection, their use is mandatory.

The cost of cleaning and maintaining the clothing, and equipment will be borne by the Corporation. The employee is responsible for ensuring that the uniforms are maintained in good repair.

36.6.2

Temporary employees in Ottawa will be issued:

- ◆ 2 shirts and**
- ◆ 2 ties**

The employee will be responsible for keeping the clothing clean and in good repair, Where the employer does not provide uniform articles the employee may wear other suitable clothing.

The employer shall provide all safety or other security equipment on site.

ARTICLE 37

HOLIDAYS AND HOLIDAY PAY

37.1

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 and Boxing Day,**

plus **any** day duly proclaimed by federal, provincial or municipal authority as a public holiday in **the** area in which the place of employment **is located,**

37.1.1

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. The Corporate Human Resources Leave Policy** will apply to **the** declaration **of** additional holidays at Christmas and New Year's.

37.2

Days-off may fall in separate work weeks or the following work week when adjacent to or separated by one (1) or more holidays and when no work is scheduled on the holiday(s).

E.g.: Holiday on Saturday, **days off** may be Thursday-Friday, Friday-Sunday or Sunday-Monday. Holiday on Sunday, **days off may** be Friday-Saturday, Saturday-Monday, Monday-Tuesday. Holidays on Saturday and Sunday, **days off may** be **Thursday-Friday** or Friday-Monday, or Monday-Tuesday.

37.2.1

Work performed on a holiday will be paid at one and one half (1 1/2) times basic salary.

37.3

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

- i. employee participation in organized recreational activities,
- ii. because of ~~inclement~~ weather,
- iii. **and for any other reason,**

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

37.4

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

37.4.1

There will be occasions **when** a shift begins on the **eve** of Christmas and/or New Year's **Day**, which are holidays off, but the major portion of the shift falls **on** the designated holiday. **In such cases, all hours** worked will **be deemed to have** been worked on **the** holiday.

37.5

Where **a** public holiday of less than **one** (1) day's duration is proclaimed **by** federal or provincial 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.

37.6

When **a shift on a paid holiday is** interrupted **by an** employee **falling ill** or **having to absent** himself/herself because of personal contingencies, he/she will be credited **at** the appropriate rate only for those hours of the shift in which work was performed.

37.7

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

- **if he/she does not work on the holiday (unless excused), or**
- **if on both the working day prior to and the working day following the holiday he/she is absent without pay, or**
- **if he/she is not otherwise entitled to pay for the work week in which the holiday occurs, unless he/she is on leave without pay for Union activities as provided in Article 9.**

ARTICLE 38**ANNUAL LEAVE****Annual Leave Credits****38.1**

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

three (3) weeks per year for those employees with less than eight (8) years of service, four (4) **weeks** per year after eight (8) **years** of service, five (5) **weeks** per year after twenty (20) years of **service**, and **six** (6) weeks per year after twenty-seven (27) years of service (Appendix "C"). It is recognized that **the** fourth, fifth and sixth week's **annual** leave provisions are applicable during the fiscal year in which the employee's 8th, 20th, or 27th anniversary **occurs**.

38.2

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

38.3

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

Scheduling Annual Leave**38.4**

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

38.5

In the event that an employee selects more than one vacation period within the Spring-Summer and/or Fall-Winter schedule, the exercise of seniority rights shall apply to **only** one **set** within each schedule, and this set must be designated at the **time** of indication.

Annual Leave - Other Credits

38.6

The employee's days off shall be scheduled to coincide with the vacation in the ~~weeks~~ preceding and following the vacation period whenever possible. If a holiday, ~~as~~ specified in Article 37, falls during the employee's annual vacation period the vacation period shall be extended by one (1) day, or in lieu thereof the employee shall be given one (1) day off at a mutually agreeable time and the employee shall confirm the arrangements in writing prior to commencing the annual vacation period.

38.7

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/her, 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. Suitable evidence may ~~be~~ required to be provided at the time of claim. By mutual agreement between the employee and the Corporation, the annual leave so displaced may be added to the end of his/her scheduled leave period or rescheduled ~~to~~ a later mutually agreeable time.

38.8

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/her annual leave shall so indicate in writing ~~at~~ the time he/she requests his/her ~~choice~~ of annual leave period in the year prior.

38.9

Notwithstanding the above it is understood that employees should take their ~~earned~~ annual leave entitlements not later than ten (10) months following the year in which it was earned. Employees who have not taken a vacation of at least three (3) weeks during the last twenty-two (22) months will, within sixty (60) days, arrange with the supervisor a vacation schedule that is mutually agreeable. Failing this, a vacation will ~~be~~ scheduled ~~by~~ the Manager Human Resources who will consult with the ~~employee~~ and the supervisor in preparing the schedule.

ARTICLE 39

SPECIAL LEAVE

39.1

Special leave is **designed** to assist an employee in **coping** with domestic **contingencies** or unforeseen emergencies that affect the employee or the employee's immediate family. Special **leave may be granted for such domestic contingencies as** illness in the immediate family, births (adoption), **moving and** for unforeseen emergencies such as bereavement in the immediate family and additionally, for marriage of **an** employee, **and** for divorce of **an** employee **on the day of** court appearance, if required **and** the like. Each case is to be **examined** on its **own** merits, taking **into** account previous **history** and nature or **seriousness** of the emergency.

39.2

Bereavement

When a member of an employee's immediate family dies, **the** employee **is** entitled to bereavement leave of **three (3) days** immediately following the day of **the** death or, in **special** circumstances connected to the bereavement, at another mutually agreeable **time**.

If any of the three (3) days coincides with a normal working day, he/she is entitled to a normal day's pay for such days, The intent is to provide employees with three (3) days off without loss of income.

Travel time in addition to the three (3) **days** may also be allowed depending on circumstances.

39.2.1

Immediate family **means** the spouse, parents, children, sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law of the employee and includes any relative permanently residing **in** the employee's household or with whom the employee reside.

ARTICLE 40

LEAVE COURT DUTY

40.1

An employee required to serve as a juror shall receive regular salary for such period.

40.1.1

When an employee is subpoenaed as a witness, the employee shall receive regular salary for that period.

40.2

In both instances payment is subject to the employee providing satisfactory evidence of such service.

ARTICLE 41

OUTSIDE ACTIVITIES

41.1

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

41.1.1

That without permission, no employee may exploit his/her connection with the Corporation in the course of such activities,

41.1.2

That such activity does not adversely affect his/her work for the Corporation.

ARTICLE 42

ACCIDENT ON DUTY

42.1

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

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

When the Worker's Compensation Board **delays** in reporting on the employee's claim, Management may **place** the employee on sick leave, pending such report, in order to maintain the employee on **full** salary. On receipt of this report, sick leave credits **will** be reinstated.

42.1.1

An employee who is absent due to work injury will continue to earn annual leave credits **for** the first eighty-five (**85**) days of absence,

42.1.2

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

ARTICLE 43

MEDICAL

43.1

Notification

In all cases of disability an employee shall inform his/her supervisor as soon as possible. In all cases of disability of three (3) days or more, the employee must, if required, produce satisfactory evidence (certified by a qualified medical practitioner) of inability to perform duties. Notwithstanding the above, an employee who has been granted nine (9) days or more of sick leave within any consecutive twelve (12) month period, of which none has been certified by a qualified medical practitioner must, if required, produce satisfactory medical evidence (certified by a qualified medical practitioner) for each subsequent day of absence within that same twelve (12) month period.

43.1.1

Medical Examination

In accordance with Corporate Human Resources Policy, the Corporation may require an employee to undergo a medical examination by a medical doctor of its choice and at its expense. This may be required when it is necessary to establish the state of health of a particular employee or as a safeguard for other members of staff, or to determine the cause of excessive absenteeism. At the time of the examination, the employee will be advised whether he/she is well enough to return to work. If the employee so requests in writing, the results of an examination will be conveyed to the employee's personal physician,

ARTICLE 44

HOSPITAL/MEDICAL COVERAGE

44.1

Where the Corporation directly pays provincial Medical/Hospital premiums through a payroll tax, no reimbursement will be given to employees. Where no other payment scheme is available, the Corporation will pay one hundred per cent (100%) of the Provincial Hospital/Medical premiums to ensure employee coverage.

44.1.1

In the event any legislation or alternative payment scheme(s) is introduced in the future which does not require payment by the Corporation, the Corporation reserves the right to retain any and all savings as a result of such alternative funding arrangements.

44.2

The Corporation will reimburse one hundred per cent (100%) of the premiums paid through payroll deductions for the prevailing extended medical and supplementary hospital plans available to employees.

ARTICLE 45**SEVERANCE PAY****45.1**

Upon separation **from** employment resulting **from** separation caused by illness, retirement **or** death, employees in the bargaining unit shall receive severance pay (except **as provided for in** clause 1.1 of **this** article) equivalent to:

- Three (3) calendar months salary for completion of ten (10) years of continuous service and for each subsequent year of continuous service and additional one fifth (1/5) of one month's salary to a maximum of **six** (6) months.

45.1.1

Employees in the bargaining unit with more than three (3) years of service, who are separated due **to serious** and protracted illness or employees who retire shall receive severance pay **at the** rate of **one (1) week's** salary for each nine (9) months of **service**, but not to exceed **a maximum of thirteen** (13) week's salary, provided that the employee **is** not eligible for severance pay under 45.1.

45.1.2

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

45.2

No severance will be paid to an employee who resigns, is laid-off or is dismissed for cause.

45.3

For the purpose of calculating the entitlement **to** severance pay, a lay-off (if lay-off pay has been paid to the employee) shall constitute **a break** in service even though **the** employee **may** be re-employed within one (1) year **of** his/her lay-off.

45.4

The National Office of the Union shall **be** advised **of** Voluntary Severance provisions which could apply to members of the Bargaining Unit when they are set.

ARTICLE 46

RETIREMENT

46.1

Retirement is based on age and shall take place in all categories of employment on the last working day of the month in which the employee reaches age sixty-five (65).

Employees may be employed beyond the retirement age of sixty-five (65), subject to the Corporation's Retirement Regulations dated September 1, 1961 and amendments thereto.

It is further understood that other conditions of retirement shall be governed by any legislative requirements and any applicable Corporation policies.

ARTICLE 47

CONCLUSIVE AGREEMENT

47.1

The parties hereto agree that this Collective Agreement is the conclusive agreement between the parties **and** that **any** matter **not** herein specifically dealt with shall not be the subject of **a** grievance or negotiations prior to the expiration of this collective agreement unless mutually **agreed**.

47.2

Where the parties agree to **any** appendices to this Agreement that **form** part of this Agreement, it is agreed and understood that such appendices will form an integral part **of** the Collective Agreement except that in the case of conflict between one **text** and the other, **the** provisions of the Collective Agreement shall prevail.

ARTICLE 48

NOTICE OF NEGOTIATIONS/ RENEWAL

48.1

Prior to the expiration date of this Agreement either party may within a period of three months preceding the date of expiration, by written 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, If written 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 seven **(7)** days after advice has been received from the Minister of Labour as set forth in the Canada Labour Code .

48.2

Upon receipt of notice from one **of** the parties of a desire to negotiate **a new** Agreement, as provided in Article 48.1 above, the other party shall arrange for **a** meeting to be held between the parties within twenty **(20) days** for the purpose of negotiations, and further meetings shall be held **as** frequently as **possible** until settlement is reached or until either party makes application for conciliation.


48.3

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 49

EFFECTIVE DATE AND DURATION

49.1

 This Agreement, except as otherwise specified, shall be effective on May 24, 1996, and shall remain in force until March 31, 1998.

ARTICLE 50

CONCLUSION

50.1

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. The parties further understand and declare that in case any provisions of this Collective Agreement are now or hereafter inconsistent with any **Statute** of Canada or **any** Order-in-Council or Regulations passed thereunder, such provisions shall be to that extent deemed null and void or shall **be** applied any such manner as will conform with law.

APPENDIX "A"

LETTER OF UNDERSTANDING - STATEMENT OF QUALIFICATIONS

The purpose of the Statement of Qualifications is to clearly identify the requirements and expectations of the job and to ensure that only applicants who are qualified and interested will offer themselves as candidates.

A Statement of Qualifications will include:

- a description of the core functions of the job;
- a description of the specific requirements of the employing department.
objective and subjective criteria.

Objective criteria can include, but are not limited to, core functional requirements such as:

- e demonstrated ability to execute the skills required to carry out the tasks of the position
- education
- e availability
- knowledge
- training
- experience
- e seniority

Subjective criteria can include, but is not limited to, specific performance factors such as:

- positive attitude
- interpersonal skills
- adaptability
- motivation
- communication skills
- flexibility
- ability to **work** as a member of a team
- judgement

Where both the objective and subjective criteria amongst candidates are equal, the person with the most seniority shall be given preference.

A Statement of Qualifications will identify subject areas which will be examined and the relative importance of these subject areas.

APPENDIX "B"

TABLE OF LEAVE CREDITS

Based on 5 Day Week
ANNUAL LEAVE CREDITS

Completed Months of Service during Preceding Fiscal Year	Less than 8 yrs. of Service	From 8 to 19 years of Service	From 20 to 25 years of Service	After 27 years of Service
1	1.25	1.66	2.08	2.5
2	2.5	3.33	4.16	5
3	3.75	5	6.25	7.5
4	5	6.66	8.33	10
5	6.25	8.33	10.42	12.5
6	7.5	10	12.5	15
7	8.75	11.66	14.58	17.5
8	10	13.33	16.66	20
9	11.25	15	18.75	22.5
10	12.5	16.66	20.83	25
11	13.75	18.33	22.91	27.5
12	15	20	25	30

It is recognized that the fourth, fifth and sixth week's annual leave provisions are applicable during the fiscal year in which an employee's 8th, 20th, or 27th anniversary occurs.

APPENDIX "C"

CONSULTATIVE COMMITTEE ON STAFF BENEFITS

There shall be a Consultative Committee on Staff Benefits whose terms of reference shall be as set out below:

Establishment

The established Consultative Committee on Staff Benefits will continue, membership in which shall be opened to employee groups represented by recognized bargaining agents in such manner as agreed to by the bargaining agents themselves, 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. The Corporation shall be represented by the Director Compensation and Benefits or his/her Designee, who shall be the Chairperson of the Committee. The Vice-Chairperson shall be elected by the employee groups. The Committee or any of its members may invite observers and/or technical advisors who shall have voice but not vote. The Committee shall establish its own rules of procedure.

Functions

The function of the Committee shall be to discuss and make recommendations with respect to the establishment, administration and modification of all present and/or future staff benefits plans affecting Corporation employees. By way of illustration but not limitation, the Committee may concern itself with:

- Pension Plans
- Insurance - life, accident, etc. Health Insurance
- Leave
- Gratuities

The Consultative Committee on Staff Benefits shall be provided with any or all information, material and/or correspondence relating to matters within the purview of this Committee. Such information, material and/or correspondence will be forwarded to the Chairperson of the Committee who will arrange for its reproduction and distribution to all other members of this Committee.

Powers

Decisions of the Committee shall be by 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, alteration or termination of staff benefit plans, which do not involve the expenditure of additional funds.

Should any such recommendation result in additional funds being required, the Committee shall recommend to the Corporation and also to the various bargaining unions and employee groups what it considers to be **a just** and equitable cost-sharing agreement.

It is understood that the committee is now empowered to **amend** or change any of the provisions of any **collective** agreements except by mutual consent of all of the parties to that agreement.

Meetings

The Consultative Committee on Staff Benefits shall meet quarterly or as otherwise decided by a majority of the Committee. The agenda and related documents will be distributed two **weeks** before the meeting date. The Chairperson of the Committee will cause minutes of the meeting to be kept and **such** minutes will be distributed to the Committee members within one (1) month following any meeting.

Nothing herein shall prevent any or all of the unions represented on the Committee from negotiating in their collective agreement **any** change in the Corporation's financial contribution to CBC staff benefit plans insofar as any group or groups of employees are affected.

APPENDIX "D"

LETTER OF AGREEMENT - BENEFITS

The Corporation and the Union agree to:

1. Reduce the cost of the benefit plans in the Corporation by \$2.7 million dollars. This objective will be achieved ~~in~~ part by eliminating, upon the signing of this Agreement (Article 44), the reimbursement of Provincial per capita cost of Medical/Hospital coverage (savings of approximately \$1.86 million dollars) and in part by reviewing, **as a minimum**, the Supplementary Health Care Plan in order to reduce its cost **by** approximately \$840,000, distributed equitably between the various bargaining units, the confidential and the management groups.
2. Design **a** common Dental Plan for the Canadian **Union** of Public Employees (CUPE), the Communication, Energy **and** Paperworkers **Union** of Canada (CEP) and the Canadian Media Guild (CMG). This Dental Plan must ~~be~~ self-sufficient and **must** ensure that the deficit of the current dental plans is eliminated within five **(5)** years of **the** implementation of the new plan. The **new** plan **will** be managed **by** the Corporation and funded through a percentage of not less than one percent (1%) of the salary base of the bargaining units, adjusted on April 1st of each year.

POWERS AND MANDATE OF THE SPECIAL COMMITTEES

The **members** of the Consultative Committee on Staff Benefits agree to form **a** Special Committee on Benefits which will be empowered to amend or change the relevant provisions of **any** of the collective agreements in order to achieve the first objective.

A sub-committee of the above-mentioned Special Committee consisting of one (1) representative ~~from~~ CUPE, one **(1)** representative from CMG, **one** (1) representative from CEP **and** one (1) representative from the Corporation will be empowered to amend or change the relevant provisions of the collective agreements in order to achieve the second objective, regarding the common Dental Plan.

Those **committees** will be responsible for the design and the implementation of the relevant benefit plans in order to achieve the above-mentioned objectives by December 31, 1996. The Special **Committee on Benefits must review, as a minimum, the Supplementary Health Care Plan and any** other benefit plan mutually agreed to by the members of the Committee.

Decisions of the Committees shall be based on consensus.

In the event that the committees reach an impasse or fail to meet their deadline, it is understood that the Corporation shall implement the required changes to achieve the objectives, it being understood that the minimum benefits will be **as** outlined in the following charts. The Corporation undertakes to implement the required changes at the same time for **the** various bargaining units, the confidential and the management groups.

INTER ME SU

The Corporation and the Union agree to freeze the current entitlements until the above-mentioned committees reach **an** agreement or until December 31, 1996, whichever comes first:

- a) Hospital/Medical Coverage **with** the exception **of** the Provincial Medicare Subsidy, which **is** going to **be** paid in accordance with Article 44 (Hospital/Medical Coverage) as of the date of signing of the **present** Agreement;
- b) Dental Plan, except that **membership** in this plan will **be** frozen as of the date of signing of the present Agreement, i.e. no additional **employee will be allowed** to **join** the **current** dental plan,

MINIMUM PROVISIONS AS OF JANUARY 1, 1997

Should the Special Committee and/or the sub-committee fail to reach agreement within the specified period, the following minimum provisions shall apply to **all** eligible employees:

Supplementary Health Care Plan

Great West Life	Carrier
Deductible	\$25 / \$50
Co-Payment	90% on Everything Except Masseur(s)
Semi-Private	90% (No Deductible)
Drugs	90%
Private Duty Nurse	\$100,000 Per Year Max.
Coverage Outside Canada	\$300,000 Life Time Cap
Psychologist	90%

Great West Life	Carrier
Chiropractor, Podiatrist, Osteopath, Acupuncture, Naturopath	90% to a maximum of \$300 50% thereafter
Masseur	No Change
Vision Care	\$240 / 24 Month

Other Covered Expenses at 90%:

- Diabetic Supplies
- Ambulance
- Convalescent Care
- Hearing Aids
- Wheelchairs
- Prosthetic Appliances
- Physiotherapy

Atlantic and Quebec Blue Cross fold into the Great West Life Plan

Dental Plan

- a) Employees shall contribute one percent (1%) of their salary for the dental plan.
- b) The coverage shall be:

Co-Insurance

Basic	90%
Endo	75%
Perio	75%

Maximum

Basic	\$1,500. ⁰⁰
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Miscellaneous

Recall (check up)	9 months intervals
Complete exam time limit	5 years

- c) The above plan will be paid at the 1995 fee guide.

APPENDIX "E"

LETTER OF AGREEMENT - JOB EVALUATION

The Parties agree to form a joint committee to guide development of a job evaluation plan for unionized employees. This memorandum contains the following:

1. Committee Mandate and **Tasks**
2. Development Methodology
3. Intent of **the** Job Evaluation Plan
4. Principles of the Job Evaluation Plan
5. Standards which the Job Evaluation Plan must meet
6. Job Evaluation and Compensation
7. Cost Impact of the Job Evaluation Plan
8. Interim Arrangements
9. Implementation Agreement
10. Date for completion of the Job Evaluation Plan
11. Term of the Memorandum of Agreement

Committee Mandate and **Tasks**

Recognizing the CBC's right to organize work and to determine the content of **any** job, the **Parties** agree to form a Joint Job Evaluation Committee, consisting of equal numbers of Management and representatives from the Canadian Media Guild, CUPE (CBEU) and CEP/NABET, whose mandate will be to ensure development of **a** Job Evaluation **Plan**.

The Joint Committee **will** ensure the development of a Job Evaluation plan in accordance with this **Memorandum** of Agreement. The roles **and** responsibilities of the Joint Committee and Management **will** be **as follows**:

Management

- Prepare Job Descriptions
- Give Job Descriptions to Committee

- Evaluate all non-benchmark jobs
- Present results to committee (Including **job** descriptions, scores on all factors, total scores)

Joint J.E. Committee

- Develop **JE** Plan
- Check and Validate Job descriptions for content
- Select Benchmark Jobs
- Test & evaluate the plan **using** benchmark **jobs**

- Review results and Bargaining Units provide feedback to management

Once it has completed its mandate, the Joint Job Evaluation Committee will be disbanded.

Dispute Resolution Mechanism

Should the Union disagree with the results of Management's evaluation, within 30 **days of** receipt of the information, they shall inform Management in writing of their disagreement, **The** Parties shall ~~meet~~ within a further 30 days to **discuss** the Union's evaluation results,

Should the **parties** continue **to disagree** with the results of the evaluation of the job(s), the matter may be referred to **a** Dispute Resolution Process described **as** follows:

- the parties shall arrange for a meeting with a mutually agreed third party who is familiar with this job evaluation plan to act as a mediator;
- the mediator shall have no authority to impose any decision on the parties. The **process** of mediation shall **be** conducted without prejudice to the position of either party and the content of the discussions held cannot be relied upon by either party in any subsequent arbitration;
- should the parties not resolve the **differences** between them at the mediation stage, the matter **may** be referred to an arbitrator within 60 days of the completion of the mediation process;
- should the parties not be able to mutually agree on an arbitrator, they shall apply to the Minister for an appointment;
- the parties agree the jurisdiction of the arbitrator shall **be** limited to the following **areas only**:
 - a) **whether the Job** Evaluation Plan process was properly followed or;
 - b) whether Management's evaluation rating was correct;
- it is further agreed the Arbitrator shall not:
 - a) amend the **Job** Description or;
 - b) amend the Job Evaluation Plan or any part thereof.

Development Methodology

The Parties recognize that they and others have already done work in developing job evaluation plans and it will be helpful to capitalize on that work. Therefore, where appropriate, the Parties will make **use** of expert consultants who may investigate and assess options for a plan, measured against the agreed standards. Such experts will consider and examine all or parts of the following:

- internal **and** external plans
- previous work **done** by **the** parties with regard to a new J.E. plan
- developing a custom plan

Intent of the Job Evaluation Plan

To ensure the ongoing integrity of the job evaluation process, it is agreed that the following is the intent of the **Job** Evaluation plan and that it will form an integral part of it.

The CBC and its Unions agree that this job evaluation plan is solely for the purpose of establishing **and** applying objective criteria to new and existing **jobs** in our workplace in order to **ensure** that they are equitably **ranked**.

This plan is intended solely to determine the relative worth of jobs in relation to others in the organization. Job evaluation is intended to determine the ranking of **a** job, not the performance of the incumbent; neither **does** it include setting the rates of pay.

Principles of the Job Evaluation Plan

The following principles will be used to guide both the development and the application of a new Job Evaluation plan, and they will form an integral part of the new plan.

1. Job Evaluation should not be substituted for **the** collective bargaining process to obtain salary increases for employees.

Job Evaluation is the process of determining the value of an individual job in relation to the other jobs in the organization. Its end products are job profiles which describe the work, and ratings which place those jobs in the hierarchy. It is not a process to determine compensation. Compensation is determined through collective bargaining.

- 2. Neither party uses the process to raise expectations. The plan will determine the outcome.**

Job evaluation is concerned with accurate assessment of required work being performed. Ratings are the means of quantifying that assessment.

The focus of job evaluation discussions for all parties involved must therefore be concerned only with accurate workplace information.

- 3. The JE plan is not intended to create windfall increases.**

It is recognized that after implementation of a job evaluation plan there may be cases where similarly-rated jobs were previously compensated at different levels. In such cases, these jobs will now be paid in accordance with the application of the plan.

- 4. Factor interpretations should remain consistent.**

New interpretations of factors, unsupported by new facts, generate inconsistency.

- 5. Job Descriptions.**

Describing work will be a simplified process with job content expressed functionally within broad categories. For example, "editing" would be described in terms of the editorial judgment made, not the tools used.

The Parties acknowledge that current job descriptions are so restrictive that new job descriptions are required nearly every time a new tool is introduced or a role changes slightly, perpetuating expensive processes and arbitrations.

- 6. Quantity of tasks is not a job evaluation issue.**

Depending on the operational needs of any location, personnel may be required to perform a variety of different tasks within a given pay scale. Such requirements will not affect the value of the role.

While it applies to future workforce structures, this principle is derived from practices that exist in current collective agreements. Job Evaluation should not be used as a tool to attempt to raise the value of multi-skilled roles.

7. Jobs can be rated downwards, upwards, or remain the same.

The relativity of previously rated jobs may need to change as job content changes. The underlying principle is that if objective examination can cause a rating to increase, then it must be possible for objective examination to cause a rating to remain unchanged or decrease.

8. Not all factors will be applicable to all jobs.

The CBC is a complex organization and contains a wide variety of jobs. There will be factors applicable to some 'types' of work that will not apply to others and, in those cases, the factors will not contribute to the value of the jobs.

Standards which the Job Evaluation Plan must meet

The following will be the standards for the new plan:

1. **One plan for all jobs in the Canadian Media Guild, CUPE (CBEU) and CEP/NABET**
2. **Fair and equitable**
3. **Reflects what is valued by the CBC**
4. **Must address the full range of work at the CBC**
5. **Simple process**
6. **Inexpensive to administer**

Cost Impact of the Job Evaluation Plan

The new plan will need to evaluate the relative ~~worth~~ of ~~work~~ as the Corporation moves *into* a future of reduced funding and more budget cutting. Therefore the Parties agree:

- cost impact options/plans will be completed prior to implementation of an **agreed** plan
- **salaries** will **be** adjusted upward or downward according to implementation;
- for positions adjusted upward retroactivity will commence from the date **of** agreement **on a new plan**;
- for positions previously under challenge retroactivity **will** commence ~~from~~ the date of the challenge.

A significant financial impact, without any plan to mitigate it, can further hamper our ability to produce radio and television programs.

Interim Arrangements

1. Existing Activities

At the time of the signing of the Collective Agreement all Job Evaluation or Material Change activities will cease including existing **challenges**, committee activities and **any** matters currently underway in either of those processes, except:

- those challenges at the National level or at arbitration; or
- those challenges which have been settled **in** these negotiations.

There will not be any new challenges either from employees or from the **Union**.

The parties recognize that our current structure is skewed for historical reasons and that continuing application of inadequate processes will simply make the new plan implementation more difficult.

2. Creation of new roles prior to implementation of plan

If new roles **are** created prior to the implementation of a new Job Evaluation plan the parties will jointly agree on a pay rate for the **new** role. On implementation of the **new** JE plan the new role will **be** evaluated **and**, if the jointly agreed pay scale is not **correct**, **salaries** will be adjusted upward or downward accordingly.

Implementation Agreement

Once all work is completed implementation will proceed addressing such things **as**:

- **A** communications strategy
- A freeze **on** all existing job profiles for the term of the agreement. Neither the Union nor employees have the right to challenge past the signing date.
- A description of the options that were developed to ensure implementation would result in all costs being contained within the existing salary base

Date for Completion of the Job Evaluation Plan

Unless otherwise mutually agreed, the new Job Evaluation Plan will **be** completed not later **than** twelve (12) months following the signing of a new collective agreement.

In the event that the Parties are not able to agree on a new Job Evaluation plan **by** this date the Joint Job Evaluation Committee will **be** disbanded and the Corporation will, without limitation, proceed unilaterally with completion and implementation.

Term of the Memorandum of Agreement

This memorandum **is** in effect until the **date** of implementation of the new Job Evaluation Plan or until the agreed date for completion, whichever comes first.

APPENDIX "F"

JOB DESCRIPTIONS

SECURITY OFFICER (Ottawa)

Structure and Relationships

This position reports to the Security Supervisor. Directly responsible for allowing access to authorized personnel, to refuse access to unauthorized personnel or guests into protected areas. Monitor all in-house systems: intrusion, building, and fire alarms, cameras, card access systems. Respond to any emergency procedures. Frequent communication with building employees, visitors and **members** of the public.

1. Functions and Major Duties

- maintains the security and safety **of** personnel, property, information within CBC security jurisdiction;
- conducts unscheduled patrols of interior/exterior of CBC premises following post order requirements;
- conducts floor patrols, locks **offices and** leaves a security notice in **office** when required;
- conducts exterior patrol of CBC vehicles, for damage, vandalism, and unlocked vehicles;
- unlocks pre-assigned gates and doors of building;
- inspects emergency fire exits; stairwells for blockages;
- reports burned exit lights, damaged signs;
- reports defective doors or key-ways;
- reports irregularities and action taken to reduce or prevent opportunities for crime;
- conducts mechanical room checks for excessive noise, oil leaks, flooding, and other potential hazards;
- takes action if irregularities found **by means** of reports and advises departmental staff of problems. Call on the job or **after** hours staff **as** per emergency list;
- responds to access requests while following access protocol;
- patrols kitchen, cafeteria and coffee machine areas to make sure that they are free from all potential fire hazards;
- assists in clearing of public areas **as** directed by the supervisor, and assists in the expulsion of undesirable persons from grounds when necessary.
- maintains high profile public relations internally and externally;
- greets visitors to CBC premises in a courteous and helpful manner;
- provides crowd control as required;

- inspects all elevators as required for proper lighting and obstructions;
- writes and submits occurrence reports via computer or CBC special reports on a daily basis;
- maintains an accurate chronological record of all duties, actions, requests, and events also records all personal observations in the issued memo book;
- maintains and reads pertinent information with respect to security and the building from the "Security Exchange Book";
- turns-in lost & found articles; records them on a report which will be submitted;
- receives and documents complaints in an occurrence report;
- challenges persons removing property from the premises and logs information in a report;
- issues security equipment and maintains an accurate record when required;
- dispatches officers for emergency situations;
- reports in writing all security equipment breakdowns, and takes immediate action if required;
- monitors "Emergency" telephone lines and takes actions on different emergencies such as: fire, bomb threat, sick person, etc.;
- monitors local alarms, emergency exit doors, doors held open, or unsecured doors. Takes action by investigating, establishing a cause and submits a report;
- receives calls from monitoring centre for alarms in other buildings. Advises contract security of alarms and gives out key and alarm codes, submit reports;
- operate card access computers, activates cards for employees or de-activate cards when necessary;
- changes tapes in VCR on daily basis and log information;
- verify master keys and other keys in key cabinet;
- control key for all cleaning staff, records all activities in daily reports;
- monitors all entries on printer for card access control;
- verifies key cabinet on daily shift changes and report;
- control key for emergency team and fire department;
- assist fire department for evacuation in case of fire and assist fire marshalls in evacuation procedures;
- issues and retrieves visitor and contractor passes to/from approved persons - maintain proper record of arrivals & departures;
- informs employees by phone of their visitor arrivals;
- answers general inquiries and forwards calls to the Switchboard operator or CBC staff, as appropriate;
- answers phone calls for general inquiries and provides information to the public;
- provides escorts to employees or visitors that feel insecure - Mandate is building 1st;
- Lanark security officer receives calls from other locations and logs in time and location on daily report;
- control visitors and employee parking lot;
- issues "Parking Warnings";
- calls the City when ticketing vehicles is required;
- inspects all flags and replaces them when necessary - also gets information when flags are to be flown at half-mast;
- control all keys for pool vehicles;
- responsible to take all booking of pool vehicles;
- controls keys and credit cards for pool vehicles;
- responsible to move any CBC vehicle in an emergency or when blocking access;

- performs other duties related to security at the request of his/her immediate supervisor and Engineering Management staff;

2. Confidentiality

The incumbent of this position handles confidential information on a daily basis concerning buildings, departmental materials, access codes, master keys, reports and investigations, CBC personnel phone numbers, etc.

- conducts preliminary investigations, including following trails, surveillance, gathering evidence, providing physical descriptions, and preparing written reports on violators, or suspects, including employees;
- preserves crime scenes;
- attends court **as** required to present evidence;
- faithfully and fully discharges all normal security duties and responsibilities in the event of a labour dispute involving other units.

Camera System

- monitors cameras for suspicious/illegal activity and takes proper action;
- ensures VCR is functioning properly, replaces tape as required;
- adjust displays as required.

Stentophone System

- Monitors all calls, dispatchs security or answers inquiries as required.

3. Emergency

- Contacts emergency services **as** required;
- monitors emergency telephone lines, initiates and follows emergency patrols;
- operates public address system as required;
- operate handicap service elevator to assist handicap person for evacuation **if** required;
- respond to activated fire zone **to** report situation status, escort fire fighters to the area;
- to cancel **zone** on fire panel when required as instructed **by** fire marshall;
- assist in evacuation;
- **renders** first-aid if required
- security post serves **as a** control for **bomb** threat searches and building evacuations;
- notifies management of major events in progress as required;
- conduct area searches during bomb threat incidents **as** required;
- to perform an arrest **if** necessary to protect other peoples lives or if personally sees a criminal offense being committed;

- if conditions permit, assist **in** an arrest;
- provide a notebook in case of court duties **as** reports are not admissible in **court** testimonies.

4. Other Services

- provides escort to people that feel insecure after hours, or that are threatened **by** other people (all within CBC grounds only);
- provide battery boosting of vehicle when another security officer is available;
- unlocking of vehicles **as** required.

5. Mobile Services

- provide coverage for mobile or special events, as required;
- responsible for the security of all mobile equipment;
- responsible for reporting to Lanark security for security check;
- responsible for writing a report after every shift on mobile.

6. Job Requirements

- College degree in one or both of the following courses: One year program in Protection Security, or two years program in law and security or equivalent experience in security or police force;
- valid first aid and CPR certificate or ability to obtain one within 60 days at applicant (incumbent) **cost**;
- experience with the public related to security abilities;
- valid driver's license;
- bilingual (spoken and written).

NOTES

1. **This position involves shift work and weekends** covering a 40 hour work **week**.
2. Candidates must not have **any** criminal conviction for which a pardon has not been granted and **must** not have any record of violations related to the position.

ACCESS CONTROL OFFICER (Toronto)

Structure and Relationships

This position reports to the Security Supervisor. Directly responsible for allowing the access of authorized personnel, while preventing the movement of unauthorized personnel into protected **areas**. Frequent communication is required with building employees, guests, and members of the public.

Functions and Major Duties

1 Duty Requirements

- maintains **an** accurate chronological record of all duties, actions, requests, and events performed by or involving his/herself in the issued memo book and ACO Log
- maintains **a** shift brief book containing a record **of** all pertinent information in respect to **security** and the building
- follows and enforces proper access procedures for guests and employees, ensures that entries are recorded electronically **or** in writing
- locates **and** processes guests into the Guest Entry System
- issues **and** retrieves visitor passes to/from authorized personnel
- receives and issues parcels and letters to **CBC** personnel
- answers general inquiries, is knowledgeable of CBC departments and their locations
- monitors all **calls** received on the telephone and stentophone answering inquiries or advising the Control Officer of any dispatch requirements
- reports all problems/infractions to the Security Supervisor and submits a written report on same
- maintains high profile public relations
- attends courses and refresher training as required
- keeps abreast with current events and functions at the Broadcasting Centre
- keeps lobby area clear hazards, and security problems - prevents persons from loitering around the desk
- provides **break** relief for other Officers as required
- assists in clearing public areas if directed by the Supervisor, and assists in the expulsion of undesirable persons if required
- attends courses and refresher training **as** required
- **writes** and **submits** Occurrence Reports for all noteworthy incidents
- advise other **access** control posts of suspicious persons observed
- maintains **an** accurate chronological record of **all** duties, actions, requests, and events, and observations in the **issued** memo book
- maintains **post** equipment in good order, submits a written report detailing equipment failures
- **turns** in lost and found items accompanied by a report
- **assists** in **training** other Officers as required
- challenges persons removing CBC property from the premises
- enforces building rules such **as** no pets, no bicycles, etc
- ensures that all logs and binders that **are** kept at the post are maintained in good condition
- adheres to the current Standing Orders for the position

- receives **and** documents complaints on an Occurrence Report
- conducts self **at** all times in **a** manner engendering confidence and respect **from** the building occupants
- conducts other **security** duties delegated by the on-duty Supervisor **as** per operational necessity

2. Confidentiality

- maintains the confidentiality of all security information
- conducts **preliminary** investigations, prepares **written** reports on violators, or **suspects**, including employees
- attends **court as** required to represent actions, observations, or reports
- **faithfully** discharges all **normal duties and** responsibilities in the event of **a** labour dispute involving other units

3. Emergency

- follows direction from the Supervisor, the Control **Officer**, and responding emergency **services personnel**
- **conducts** area searches during bomb threat incidents
- assists in arrests **if** necessary
- assists in building evacuations **primarily** by halting entry
- **conducts** bullhorn announcements **as necessary**
- renders first-aid **as** required

4. Qualifications

- **college degree - Law** and Security programme
- current **first-aid/CPR** certificate or **the** ability to obtain one within 60 days
- **access** control experience preferred
- bilingual - mandatory for **day** shift - preferred for afternoon shift
- no **criminal** conviction for which a pardon **has** not been granted

SECURITY PATROL OFFICER (Toronto)

Structure and Relationships

This position reports to the **Security** Supervisor. Directly responsible for conducting patrols and **various** duties **as** assigned. Frequent communication **with building employees, visitors and members** of the public.

Functions and Major Duties

1. **Duty** Requirements

- maintains the **security** and safety of personnel, property, information and material **within** the Canadian Broadcasting Centre
- conducts pre-assigned patrols of the interior/exterior of the Broadcasting Centre **as** directed
- conducts floor patrols, ensuring that assigned **areas** are secure, **free** of fire/safety hazards and **suspicious and illegal** activity
- inspects: **emergency** fire exits/stairwells for blockages, fire equipment, **burned** out exit route lights, damaged **signs**, and **signs** of forced entry **or** exit
- ensures that kitchen and coffee areas are free **from** all potential **hazards**
- conducts mechanical room checks for oil leaks, flooding, burned out lights, and other potential hazards
- **escorts** employees, **guests** and newspaper distributors **as** dispatched by the Supervisor or Control **Officer** employees are sometimes escorted off site
- **responds** to access requests **while** following access protocol
- provides break relief for other Officers/positions **as** required
- assists in the **clearing** of public **areas as directed by the Supervisor**, and assists in the expulsion of undesirable persons **from** the grounds when **necessary**
- **maintains high** profile public relations
- provides crowd control
- conducts equipment inspection tours **as directed by** the Supervisor
- inspects all elevators **as** directed
- responds without question to dispatches **from** the Supervisor or the Control Officer
- attends courses and **refresher** training **as** required
- writes **and submits** Occurrence Reports for all noteworthy incidents - **keeps** up to date with current **security** techniques
- **keeps** abreast with current events/functions at the Broadcasting Centre
- **checks** internally and externally parked vehicles, leaves parking infraction **tags**, arranges for towing as necessary
- responds to **other CBC** buildings or assets in the vicinity for emergencies if required
- reports irregularities and takes action to reduce or prevent opportunities for crime
- maintains an accurate chronological record of all duties,
- actions, **requests**, and events, and observations in the issued **memo book**
- maintains **a shift** brief **book** containing a record of all pertinent information in respect to security and the building

- maintains **security** equipment in good order, performs frequent radio checks to ensure that the unit is functioning properly
- turns in lost **and** found items accompanied by a report
- **assists** in training other Officers **as** required
- adheres to current Standing Orders for the position
- receives and documents complaints on an Occurrence **Report**
- conducts self at all times in a manner engendering confidence **and** respect **from** building occupants
- assists in the Shipping **and** Receiving area **as** required, **may** be asked to jockey or "**boost**" a vehicle if necessary
- **turns off** **extraneous** electrical devices and lights during floor patrols, **leaving a** "reminder" **sticker** behind
- challenges persons removing **CBC** property **from** the premises
- conducts other security duties delegated **by** the on-duty Supervisor **as per** operational necessity

2. Confidentiality

- maintains the **confidentiality** of all **security information**
- carries and protects **key ring**
- conducts preliminary investigations, including following **trails**, surveillance, gathering evidence, providing physical descriptions, and preparing written reports **on** violators, or suspects, including employees
- preserves crime scenes
- attends court **as** required to represent actions, observations, or reports
- **faithfully and fully** discharges all normal duties **and** responsibilities in the event of a labour dispute involving other **units**

3. Emergency

- follows directions from the Supervisor, the Control **Officer**, and responding emergency **services** personnel
- operates fire service elevator to pick up non-ambulatory personnel in the event of a building evacuation
- responds to the activated fire zone to report situation status, **escorts** fire fighters to the **area**
- **assists** in evacuations
- conducts area searches **during bomb threat incidents**
- assists in arrests if necessary
- **renders** first-aid **as** required

4. Qualifications

- college degree - Law and Security programme
- current first-aid/CPR certificate or the ability to obtain one within 60 days
- security patrol experience
- able to work rotating shifts
- valid drivers licence
- bilingual preferred
- no criminal conviction for which a pardon has not been granted

SECURITY CONTROL CENTRE OFFICER (Toronto)**Structure and Relationships**

This position reports to the Security Supervisor. Directly responsible for **the** monitoring **of** all **systems** housed in the CACF, dispatching of Officers, and initiating Emergency Procedures.

The Officer **has** **care** and control of the communications nerve centre of the Security Department.

Functions and Major Duties**1. Duty Requirements**

- maintains **an** accurate chronological record of all duties, actions, requests, and events **performed** by or involving security personnel
- maintains a Shift Brief **Book** containing a record of all pertinent information **in** respect to security and the building
- issues security equipment and maintains **an** accurate record of same
- dispatches Officers for emergency situations, admittance **requests**, escorts, breaches of security, **alarms, etc**
- advises Patrol Officers of areas designated as "restricted access"
- monitors and acknowledges details performed by security personnel
- receives, handles, **and** records **lost** and found items
- relieves other **Officers** as required
- **assists** in training other Officers as required
- keeps up to date with current techniques, methods, and systems of protection and prevention
- adheres **to** current Standing Orders procedures for the position
- answers general enquiries and forwards calls to the appropriate department or person
- receives and documents complaints on **an** Occurrence Report
- receives and process "Helpline" phone calls
- **keeps** on-duty Supervisor abreast of **all** important security concerns and events in progress
- reports **in** writing all **security** equipment **breakdowns**
- conducts self at all times in a manner to engender confidence and respect from building **occupants**
- conducts other security duties delegated by the on-duty Supervisor **as** per operational necessity

2. Administrative Requirements

- files **memos** and correspondence in the appropriate binder
- updates restricted access listings
- updates the daily memo binder
- removes expired information from all binders
- fills out **various** log sheets **as** required
- reviews electronic mail regularly for memos, work permits, etc
- ensures that radio batteries are adequately charged

- issues visitor **and guest** passes, **conducts** a weekly audit of **same**
- **prepares** various **reports, and** memos for action and distribution **by** the Security Supervisor
- **issues and** retrieves various keys, while **keeping an** accurate record of transactions
- conducts **weekly** key audits

3. System requirements

Fire Alarm Panel

- monitors/acknowledging **system** for all **fire** and trouble alarms. Dispatching security **and/or** engineers **as required**
- **places** zones in **bypass as** the need **arises**
- **keeps current on any changes/upgrades to the FAP**
- **maintains an** accurate record of bypassed **zones** and briefs relief of FAP status
- **initiates** established **fire** procedures **on receipt of an alarm**
- **changes** FAP printout tape **as** required

Central Control Computer

- monitoring/acknowledging of points in alarm. Dispatching security according **to** the priority of the alarm received
- opens points/doors **as required**
- inputs/verifies guests **through** the Guest **Entry** System
- voids lost/stolen ADT **cards**
- verifies authenticity of employees **who** have forgotten their ADT card
- monitors all information on the printer
- changes printer paper **as** required

Elevator System

- **monitors panel and** aiphones for **problems**
- **initiates entrapments** procedures
- **advises** Otis Elevator of any **mechanical** problems
- **recalls and grounds elevators during emergency** situations

Camera System

- monitors cameras for **suspicious/illegal** activity, dispatching Officers as required
- set motion detectors as required
- **ensures VCR is** functioning **properly, replacing tape as required**
- program **and** adjust displays as required

Stentophone System

- monitor all calls, dispatching **security** or answering: inquires **as** required

4. Confidentiality

- maintains the confidentiality of all security information
- protects **the integrity** of the building **keys** by verifying **keys** held in the **key boxes** and issuing/retrieving **keys** to/from authorized **personnel**
- conducts preliminary investigations, including following trails, surveillance, gathering **evidence**, providing **physical** descriptions, and preparing written reports on violators, or **suspects**, including **employees**
- preserves crime **scenes**
- attends **court** as required to represent **actions**, observations, and reports
- faithfully and fully discharges all normal **security** duties and responsibilities in the **event** of a labour dispute involving other units

5. Emergency

- R contacts emergency services
- **serves as** a control for **bomb** threat searches
- notifies management of major events in progress
- monitors "hold-up" alarms and dispatches appropriately
- monitors emergency telephone lines, initiating and following emergency protocol
- answer **fire** phones and record evacuation information
- operates public address system as required
- dispatches Patrol Officer to prearranged meeting point to evacuate **non-ambulatory** personnel
- always keeps **an** eye towards the safety of **Officers** in the field by keeping in touch with their whereabouts, and dispatching assistance to them when necessary
- assists in **arrests** as necessary
- **renders** first-aid if required

6. Qualifications

- college degree - Law and Security programme
- current first-aid/CPR certificate or ability to obtain **one** within **60 days**
- central alarm monitoring and dispatch centre experience
- **able to** work rotating shifts
- bilingual preferred
- **no** criminal conviction for which **a** pardon has not been granted

APPENDIX "G"
GRIEVANCE FORM

Grievance / Grief

(To be completed at location where grievance is lodged)
(À remplir au lieu du dépôt du grief)

Location and Grievance No. / Lieu et n° du grief
Agreement involved / Convention visée
Article Number(s) involved / Article(s) visée(s)

GRIEVANCE / EXPOSÉ DU GRIEF :

Grievor's Supervisor:
Chef de service du plaignant:

Has grievance been discussed with Supervisor? Yes No
Le grief a-t-il été porté à l'attention du Chef de service? Oui Non

By whom? / Par qui?

SIGNATURES.

Local meeting no. / N° de la réunion locale	Date
Action / Suite	
Second step / Deuxième étape	Date
Action / Suite.	
Type of grievance / Nature du grief	

Grievor / Le plaignant
Representative / Le délégué
Date

APPENDIX "H"

LETTER OF UNDERSTANDING- CORPORATION POLICIES

Attached hereto, for information purposes but not forming part of the Collective Agreement, are the following Corporation policies:

1. HR Policy 1.1 - Personal Harassment
2. HR Policy 5.0 - Training
3. HR Policy 7.7 - Maternity and Child Care Leave
4. HR Policy 8.0 - Temporary Income Protection Program (TIPP)
5. HR Policy 9.0 - Travel - Canada

It is agreed and understood that the conditions of the above-noted policies (unless otherwise modified by a term or terms of this Collective Agreement) shall not be changed in any way for the employees covered by this Collective Agreement. For clarity, if the Corporation amends any of the above-noted policies, such amendments will not be applied to members of this Union during the life of this Collective Agreement.

Appendix II

LETTER OF AGREEMENT

Appendix 1, Collective Agreement

In the conforming and pagination of Appendix I, Collective Agreement, it is agreed that the Articles therein will be numbered chronologically and proof read by both parties before printing. The parties agree to share the cost of printing one hundred and twenty-six (126) copies of the Collective Agreement which shall be divided equally. In editing the agreement the parties agree to use their best efforts to ensure that gender neutral language is used throughout.

Signed in Ottawa this 24th day of May, 1996

**CANADIAN
BROADCASTING
CORPORATION**

Sheelagh Taylor

**COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION
OF CANADA**

David Lewington

LETTER OF UNDERSTANDING

Senior Technical Officer

Further to the Memorandum of Settlement which has been reached between these parties setting out the **terms of a new Collective Agreement the Corporation** acknowledges **that** the Union has challenged the Corporation on the **exclusion of the position of Senior Technical Officer** from the Bargaining Unit. **The Corporation** recognizes the right of the Union to **seek a determination from** the Canada Labour Relations Board in respect of the certificate issued by **the CLRB effective December 13, 1995**. Should **the CLRB** rule that the position of "Senior Technical Officer" is included **in the bargaining unit**, in accordance with the **mentioned certificate, the parties** agree that the position and any **persons** employed in the **position** shall be included under the terms of the Collective Agreement retroactively to the date of **signing** of this memorandum and all provisions of the Collective Agreement shall apply. Should the CLRB rule otherwise, the parties **agree to** abide by and implement the decision of the board **as** ordered,

Signed in Ottawa this 24th day of May, 1996

CANADIAN
BROADCASTING
CORPORATION

Sheelagh Taylor

COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION
OF CANADA

David Lewington

LETTER OF UNDERSTANDING

It is recognized that as part of the job description, security personnel assist in the training of other officers as required,

The parties also accept that the substantive priority is the security of Corporation premises and regular security duties which shall have priority at all times.

Personnel shall cooperate in training other personnel and if a conflict arises between regular security duties and training, security duties shall be given priority by the security personnel unless specifically instructed otherwise by management.

It is further recognized that security personnel are not fully accountable for training and as such have a role to play as outlined above.

JOB OPTIONS

The parties agree that Appendix "F" (Job Descriptions) shall include a job description for Security Coordinator (Ottawa) which shall continue to be assigned to a member of the bargaining unit in Ottawa with a \$120.00 per month premium.

It is further agreed that Appendix "F" shall also include a job description for the position of Parking Control Officer and shall be remunerated at the Access Control Officer salary scale.

LETTER OF UNDERSTANDING

Parking Control Officer

It is understood between the Union and the Corporation that the salary for the Parking Control Officer in Toronto has been challenged by the Union. The Parties agree the salary level of Security Access Control Officers will be paid according to the Collective Agreement and the job will be referred to the new Job Evaluation Plan.

It is agreed that any upward salary adjustment for this position, as a result of the Job Evaluation Plan shall be retroactive to June 22, 1996 for all hours worked by the employee holding this position.

For the Corporation:

For the Union:

**Reg Pearson
Sr. Industrial Relations Officer
CBC**

**Dave Lewington
National Representative
CEP**

Dated: _____

IE SETTLEMENTS

The parties agree to resolve the following outstanding grievances without prejudice to the position of either party **and** without setting any precedent for **any** future matter.

Jason Smiley (T-1034)

The **Corporation** agrees to pay Mr. Smiley the **sum** of eight hundred dollars (\$800.00) **less** deduction required **by** law as full **and** final settlement of all claims related **to** Mr. Smiley's employment with the Corporation.

Linda Canton-Yuen (T-1099)

The Corporation will **give** the employee an Access position subject to the following conditions:

- a) the employee must pass successfully the Corporation recognized bilingual test;
- b) upon successful completion of the above, the employee will be allowed to displace a more junior employee in **a** bilingual position **and will be given a sixty (60) day** trial period for the position;
- c) **within the sixty (60) day** trial period, the employee must successfully perform all the requirements **and** duties of the position. Failure to do **so** will result in the employee being placed into her former Patrol Officer position;
- d) the Union will not pursue any grievances related to this settlement.

Don Nelson (T-1110)

The parties agree Mr. Nelson will **be paid for** half of **the** monies claimed in his grievance **as full** and final settlement of the grievance.

Lisa Delaney (T-1091)

The Union and employee agree to withdraw this **grievance**.

CBC/CEP (Security Unit) Agreement

The parties agree that this agreement resolves all issues related to collective bargaining and that by signing and accepting this document, both parties agree to recommend this agreement to their principles.

The parties further agree that any area or item not specifically changed in these documents will remain as agreed in accordance with the Memorandum of Agreement signed May 24, 1996.

Signed at Toronto this 22nd day of June 1996.

FOR THE CORPORATION

FOR THE UNION

Alex Mercer

Dave Lewington

HARASSMENT

HUMAN RESOURCE POLICY NO. 1.1

Effective: November 1, 1990

Revised: February 13, 1996

REFERENCES

Policy 1.7 - Discipline

PREAMBLE

As a responsible employer, the Canadian Broadcasting Corporation firmly believes in the right of its employees to enjoy a workplace free from harassment of any kind. To that end it has developed and implemented a clear and firm policy, and associated procedures, which together provide an effective mechanism for dealing with harassment, should it occur.

The overriding goal of the Corporation is to maintain a workplace characterized by harmony and mutual respect. The approach taken by the Corporation in dealing with incidents of *harassment*, real or alleged, focusses primarily on correcting unwanted or inappropriate behaviour, rather than punishment. However when thorough and objective investigation reveals behaviour or conduct requiring serious remedial action, the response of the Corporation will be immediate and uncompromising.

POLICY

The Canadian Broadcasting Corporation is committed to maintaining a positive work environment which is *free* from all forms of harassment. The CBC will not tolerate, ignore or condone workplace harassment and considers it to be a serious offense which may result in disciplinary action up to, and including, dismissal.

When a harassment issue arises it will be dealt with in the most expeditious manner possible, in order to protect the rights and well-being of all parties involved.

All individuals within the CBC are responsible for respecting *the* dignity and rights of co-workers. Managers at all levels are responsible for promoting and maintaining a harassment-free workplace by demonstrating and encouraging appropriate behaviour, preventing inappropriate behaviour, and dealing immediately and effectively with any incidents or complaints.

Harassment investigators have the authority to determine the most appropriate methodology and approach for each case. They will decide upon the pace and timing of interviews and the gathering of information. They have the authority to decide what information they will take into account in making their determination. They also have the authority to determine whether or not harassment occurred.

In cases where the investigator determines that harassment did occur, or harassment did not occur and *that the complaint is malicious, frivolous or vexatious* (hereinafter called malicious complaint), the investigator shall recommend appropriate remedial action.

APPLICATION

The Policy applies to all full and part-time employees, as well as those employed on contract, or as temporary or casual employees.

All independent contractors and co-producers who do business with the CBC must be informed about the policy on workplace harassment and are required to adhere to it.

PROCEDURES

I. THE COMPLAINT

If and when an employee believes s/he has been, or is being subjected to harassment, as defined in this policy, that employee may choose to deal with the matter in any of four different available ways. Complete details about each of these procedures can be found in "An Employee's Guide to the CBC Harassment Policy", an official CBC document which forms part of this policy.

No employee risks reprisal as a result of filing a harassment complaint in good faith, or being a party to the investigation of a complaint. Any employee who threatens reprisal, carries out an act of reprisal, or encourages others to do so, will be severely disciplined.

Option 1: The informal approach:

- Under the informal approach, the employee attempts to resolve the matter directly with the employee whose behaviour is causing him/her concern. The employee may seek assistance in resolving the matter informally.

It is expected that **the investigator will complete the assignment, including the preparation of the report and recommendations within thirty (30) working days.**

3. THE DETERMINATION

The investigator is empowered to make one of three possible determinations, namely';

- that harassment occurred;**
- that harassment did not occur; or**
- that harassment did not occur and a malicious complaint was filed.**

In cases in which harassment was found to occur or a malicious complaint was filed, investigators shall make recommendations for remedial action. Such recommendations will be directed to a senior manager who is in a position to implement them. Recommended remedial action could include training for either or both of the parties, adjustments to the work environment, various forms of apology, transfer of either party, or the full range of disciplinary action.

Management will honour the determination of the investigator as to what did or did not occur. Where remedial action is recommended, it will be implemented within fifteen (15) working days of the receipt of the investigator's report. Longer term initiatives, such as the development and implementation of training activities, may not be completed within this time frame, but the work must have been initiated. Management, in exercising its responsibilities, may choose to vary the recommended remedial action for legitimate business or legal reasons. This is acceptable as long as it can be demonstrated that the desired result is likely to be achieved.

4. THE APPEAL

There are three (3) elements to a determination - the decision as to what, if anything, occurred, whether the facts constitute harassment, and, if required, the recommended remedial action. All can be the subject of an appeal.

If either party to the complaint is dissatisfied with the determination of the investigator, s/he may, within ten (10) working days, file an appeal directly to the Vice-president, Human Resources. To allow an appeal from an investigator's determination, the Vice-president, Human Resources must be satisfied that the process was fundamentally flawed for one of the following types of reason:

- > relevant evidence or information was ignored or incorrectly interpreted;**
- 1 relevant evidence or information not previously available has come to light;**

6. RETENTION OF DOCUMENTS

Reports on incidents and files on completed investigations will be maintained under strict security in the Human Resources department. All closed files will be retained for a period of not less than three years from the date of closing. Files of cases in which harassment was determined to have occurred will be maintained for seven (7) years following the rendering of the decision, or any follow-up action which was required, whichever is later. When the appropriate time period has elapsed, the files will be destroyed.

Only when formal disciplinary action has been implemented as a result of a harassment investigation, will documentation be placed on an employee's personal file. Documentation on personal files will be retained and removed in accordance with existing procedures and/or the provisions of any applicable collective agreements.

7. INVESTIGATORS - TERMS of ASSIGNMENT

When an investigator is required, management commits to making that person available as quickly as possible, consistent with the urgent requirements of the operation. Conversely, the Corporation will incur no overtime or scheduling penalties as a result of making the investigator available.

When assigned to an investigation, the investigator's first priority is to that investigation. S/he immediately takes on self-assignment status to ensure sufficient flexibility to gather the necessary information in a manner convenient to the work schedules of those involved. Whether or not the investigator continues to perform some or all of his/her regular duties is the subject of mutual agreement between the investigator and his/her supervisor.

A harassment investigator will not receive any adjustment to base pay nor will s/he earn overtime as a result of conducting the investigation. The Corporation will reimburse all legitimate expenses incurred by the investigator in the course of the investigation. Where significant travel could be involved, the investigator should discuss the investigation plan with the local Human Resources Manager to ensure understanding of, and commitment to the foreseeable costs.

In order to carry out his/her responsibilities in the most effective manner, the investigator must have access to a certain amount of support and facilities. These would include, for example, private office with telephone for private discussions and interviews, access to facsimile transmission and reception, word-processing equipment for report writing or confidential secretarial assistance. The Human Resources Manager will ensure that these needs are met in an appropriate manner.

DEFINITIONS

Training and Development includes any learning activities (or series of activities) whose specific objectives are the dissemination of *knowledge, skills or techniques* to help employees attain or maintain a level of performance which meets the standards established by the Corporation. Training and development activities may assist employees with current duties, help them cope with the changing priorities and needs of the organization, and/or prepare them to assume future responsibilities.

Manager and/or Supervisor includes anyone who directs the work of others and has responsibility for CBC financial resources.

ROLES AND RESPONSIBILITIES

Managers and supervisors are responsible for:

- a) ensuring that their employees, teams or work groups have all the skills or knowledge required to meet their operational objectives effectively and efficiently;
- b) identifying training and development needs;
- c) assessing their employees' level of skills;
- d) consulting with CBC training and development practitioners to determine appropriate training and development activities;
- e) ensuring that training is received according to identified needs and that employees use the knowledge and skills acquired through training;
- f) assessing the impact of training or performance;
- g) ensuring that employees receive the information and assistance required to plan their careers.

Training Advisory Committees are responsible for advising CBC training and development practitioners on:

- a) professional and occupational standards in the CBC as well as industry;
- b) *the setting of* training priorities;
- c) identification and development of trainers and other resources;
- d) the success of training programs.

PROCEDURES

1. Needs Identification

When considering training needs, managers and supervisors should take into account **the objectives of the Corporation and individual development objectives set through performance appraisal, as well as their own operating objectives.**

They will identify the need for additional or improved skills, knowledge and techniques in order to meet:

- the requirements of the job;
- the requirements of the production or business plans;
- the needs of the team or unit;
- approved individual career plans;
- the future needs of the Corporation;
- employment equity objectives and other legal obligations.

2. Recoveries

Those responsible for the management of training and development activities may recover costs from CBC units or organizations outside the Corporation. The rate of recovery will be reviewed from time to time to take into account demand, budget allocations and costs:

3. Replacement

Operating departments are responsible for covering the work of employees away on training and for replacement costs. However, in exceptional circumstances, these costs may be included as training and development expenses.

HUMAN RESOURCES POLICIES

POLICY # 5.0 Effective Date: 01-Apr-79 Revised Date: 27-Feb-96

Training and Development

HUMAN RESOURCE POLICY NO. 5.0

Effective: April 1, 1979
Revised: February 27, 1996

REFERENCES

HR Policy 1.3: Official Languages - Staffing Requirements
HR Policy 6.0: Employee Development
HR Policy 7.0: Absence to Study

POLICY

The CBC requires a skilled and flexible workforce. The CBC recognizes that it is necessary to provide its employees with training to achieve excellence and to prepare for future organizational requirements in a highly competitive environment where quality and versatility are essential to success.

Training and Development **is** a shared responsibility, involving managers, employees **and** their unions. The CBC recognizes that unions and associations representing employees have a legitimate interest in maximizing the opportunities for their members. Equally, the CBC expects that unions and associations representing its employees are appropriately concerned with its success and viability. **Therefore**, the CBC is committed to involving its unions and associations in a meaningful way in the management of the training process and trusts that this involvement will facilitate its effective and efficient operation.

Training programs reflect the CBC's commitment to **employment** equity and other **legal** obligations such as **official** languages, occupational health and safety and collective agreements.

APPLICATION

This policy applies to regular employees (staff and long term contract), temporary employees and independent contractors where appropriate.

DEFINITIONS

Training and Development includes any learning activities (or series of activities) whose specific objectives are the dissemination of knowledge, skills or techniques to help employees attain or maintain a level of performance which meets the standards established by the Corporation. Training and development activities may assist employees with current duties, **help** them cope

with the changing priorities and needs of the organization, and/or prepare them to assume future responsibilities.

Manager and/or Supervisor includes anyone who directs the work of others and has responsibility for CBC financial resources.

ROLES AND RESPONSIBILITIES

Managers **and** supervisors are responsible for:

- a) ensuring that their employees, teams or work groups have all the skills or knowledge required to meet their operational objectives effectively and efficiently;
- b) identifying training and development needs;
- c) assessing their employees' level of **skills**;
- d) consulting with CBC training and development practitioners to determine appropriate training and development activities;
- e) ensuring that training is received according to identified needs **and** that employees use the knowledge and skills acquired through training;
- f) assessing the impact of training on performance;
- g) ensuring that employees receive the information and assistance required to plan their careers.

Employees are responsible for:

- a) acquiring, developing and maintaining the level of knowledge and skills required to meet occupational and/or professional standards, and to achieve their potential;
- b) participating actively with their supervisor in the identification of their individual training needs and in the evaluation of the effectiveness of the training received;
- c) applying and maintaining the skills and knowledge acquired in training.

Unions share responsibility with the Corporation for:

- a) developing and endorsing training **plans** through their participation in Training Advisory Committees or any other joint body formed for these purposes;
- b) encouraging and helping their members to meet their responsibilities as described above.

CBC Training and Development practitioners are responsible for:

- a) facilitating change by helping to identify the need for new and improved skills, knowledge, techniques and work practices;
- b) providing accessible, flexible and forward looking training and development services that meet the changing needs of the Corporation;

- c) **developing** and maintaining strategic partnerships by acting as consultant and facilitator in the pursuit of programming and management excellence;
- d) **managing** budgets and training resources, and helping managers develop training plans within budget targets;
- e) gathering and analysing departmental requests for training, ensuring that priorities are set and approvals are given **by** the appropriate level of authority, and designing, costing and organizing the delivery of training;
- f) evaluating courses, workshops and other training activities to **assess** their effectiveness.

Training Advisory Committees are responsible for advising CBC training **and** development practitioners on:

- a) professional and occupational standards in the CBC **as** well as industry;
- b) the setting of training priorities;
- c) identification and development of trainers and other resources;
- d) the success of training programs.

PROCEDURES

1. Needs Identification

When considering training needs, **managers** and supervisors **should** take into account the objectives of the Corporation and individual development objectives set through performance appraisal, **as** well as their own operating objectives.

They will identify the need **for** additional or improved skills, knowledge **and** techniques in order to meet:

- the requirements of the job;
- the requirements of the production or business plans;
- the needs of the team or unit;
- approved individual career plans;
- the **future needs** of the Corporation;
- employment equity objectives and other legal obligations.

2. Recoveries

Those responsible for the management of training and development activities may recover costs from CBC units or organizations outside the Corporation. The rate of recovery will be reviewed from time to time to take into account demand, budget allocations and costs.

3. Replacement

Operating departments are responsible for covering the work of employees away on training and for replacement costs. However, in exceptional circumstances, these costs may be included **as** training and development expenses.

4. Travel

Normally, those responsible **for** the management of training and development will manage travel costs associated with training activities.

5. Local Initiatives

Each year, those responsible for the management of training and development activities will maintain a reserve for the purpose of funding local initiatives.

6. Outside Training

The Corporation may defray all or part of the cost of training programs provided by sources external to the CBC. Human Resource personnel **responsible** for training and development activities will evaluate the suitability of such programs and provide advice and guidance. **Managers** may choose to defray these costs directly from their own resources or incorporate the program(s) into their training plan.

Employees wishing to pursue outside training programs at CBC expense must complete form CBC 1471 (Application for Training) and obtain the appropriate authorization before proceeding on the program. The Corporation **may** refuse to defray the cost of any external training program which has not been appropriately authorized in advance.

Eligible expenses will be reimbursed upon presentation of written proof of registration and successful completion of authorized courses and/or programs.

Eligible courses

Managers and supervisors **may** spend money on outside courses not included in the annual training and development plans when:

- the **course** is not available in CBC;
- the requirement for the **skills has** been identified by performance appraisal;
- **the** training is needed for immediate job needs;
- the training is needed for career development.

HUMAN RESOURCES POLICIES

POLICY #U.7 Effective Date: 01-Jul-86 Revised Date: 05-Mar-96

MATERNITY AND CHILD CARE LEAVE

HUMAN RESOURCE POLICY NO. 7.7

Amended: March 5, 1996
Effective: July 1, 1986
or as otherwise set out in collective agreements

REFERENCES

HR Policy 8.0: Temporary Income Protection Plan (TIPP)
HR Policy 7.6: Absence Without Pay
HR Policy 10.1: Severance Pay
HR Policy 10.2: Resignation
HR Policy 12.0: Workforce Adjustment

POLICY

The Corporation regards parenting **as** an experience which can enrich the professional contributions of its employees. It also believes that the personal obligations of employees who become parents should be respected. To those ends, it provides assistance to employees during the period of the arrival of a new child and adequate time off to allow them **to** combine their personal and professional lives.

With these principles in mind, and in accordance with Part III of the Canada Labour Code **as well as** the various collective agreements between the CBC and its employees, the CBC grants leave to eligible employees for the birth and care of a newborn child or the legal adoption or legal guardianship and care of **a** child. During **the** leave of absence, the CBC **also** offers certain related monetary benefits to employees eligible to receive them.

APPLICATION

This policy applies to employees in continuing full-time, part-time and/or **job** sharing positions as well **as** other flexible work arrangements:

- 1) who have completed at least six consecutive months of continuous employment:
 - These employees receive **a** leave of absence from their jobs for the birth and/or care of a child, as described in **this** policy, but do not receive monetary benefits from the Corporation;

or

- 2) who have completed at least 12 consecutive months of continuous employment:

- **These employees receive a leave** of absence from their jobs for the birth and/or care of a child, plus, where applicable, special monetary benefits as described in this policy;

Employees with less than six consecutive months of continuous employment, as well as foster parents, may seek Absence Without Pay under HR Policy 7.6.

Contract and Temporary Employees

Contract and Temporary employees who have completed six consecutive months of continuous employment are entitled to a maximum of 52 weeks of leave (within the 52 weeks after the child is born or comes into the parent's actual care and custody), but may not be entitled to all of the benefits outlined in this policy. Please check with your local Human Resources office concerning your coverage/eligibility. Collective agreements prevail.

With the granting of Leave for Contract employees, the contract:

- shall be kept in abeyance for the duration of the absence;
- will recommence upon the employee's return to work;
- will continue for the period of time remaining as provided for in the contract.

The granting of leave for Temporary employees shall **not** have the effect: of extending the temporary employment beyond its scheduled termination date. If an extension to the temporary employment has been planned due to a work-related need, the employment should be extended even if the employee is pregnant.

PROCEDURES

1) General

Leave of Absence

Upon the birth, legal adoption or legal guardianship of a child, **all** CEC employees who have completed at least six consecutive months of continuous employment **are** entitled to a leave of absence, to a maximum of 52 weeks. **The 52 week period includes a combination of UIC and SUB benefits** (for the expectant mother, if eligible), to a maximum of 17 weeks, followed by UI Parental benefits and/or unpaid Child Care Leave (for either parent, if eligible).

An employee may elect to take only one type of leave (for instance, Maternity Leave) or may choose to combine the different categories of leave for which she/he is eligible. An employee's leave of absence -- with or without special monetary benefits -- may comprise:

- for the expectant mother: **Maternity Leave**, **Child Care Leave**, and **Absence Without Pay**;
- for the adoptive parent taking Adoption Leave: **Adoption Leave**, **Child Care Leave**, and **Absence Without Pay**;

- for the co-parent or legal guardian **who** is taking a child into his/her home: Parental Three-day Leave, Child Care Leave, and Absence Without Pay.

The leave period **may** be broken into a maximum of two separate periods of leave with one return to work allowed (with the exception of the co-parent's or legal guardian's Parental Three-day Leave; see below) in the following circumstances:

- The total leave period must be completed within the **52 weeks** after the child is born or comes into the parent's actual care and custody;
- If the child *is* hospitalized, and the employee returns to work until the child comes home, the leave period will be extended to allow the parent to have a total of **52 weeks** at home with the child (including any postnatal recovery time taken);
- Where both parents are CSC employees, both are eligible for 52 weeks of leave within the 52 weeks after the child is born or comes into the parent's actual care and custody.

Special Monetary Benefits

The salary upon which an employee's **SUB** Plan benefits are based is determined by:

- the employee's basic salary without any additional remuneration;
- the **added** contract amount for contract or temporary employees who receive a supplement in lieu of benefits;
- the upgraded salary rather than the basic salary if an employee has been on a temporary upgrade continuously for at least one year at the time Maternity Leave or Adoption Leave commences.

2) Specific: Categories of Leave and Entitlements

This section contains information on **A)** Maternity Leave; **B)** Adoption Leave; **C)** Parental Three-day **Leave**; **D)** Child Care Leave; and, **E)** Absence Without Pay.

A) Maternity Leave

For the expectant mother, up to 17 weeks of leave for the purpose of giving birth and providing care for a newborn child; may commence as early as 11 **weeks** prior to the estimated date of birth but must end not later than 17 **weeks** after the actual day of the birth (unless the child is confined to the hospital).

1. A female employee with at least 12 consecutive months of continuous employment who qualifies for Unemployment Insurance benefits will receive:
 - a) two weeks of payments from the Supplemental Unemployment Benefits plan equivalent to 93% of

salary; followed by

- b) up to 15 weeks of payments from the Supplemental Unemployment Benefits plan of an amount equalling the difference between normal UI Maternity benefits and 75% of the employee's weekly salary. (This employee may **also** be eligible for up to 10 **weeks** of UI Parental Benefits. Consult with UIC and see Appendix C.)

2. A female employee with at least 12 consecutive months of continuous employment who does not qualify for Unemployment Insurance benefits will receive:

- a) **two** weeks at full pay.
- b) up to 15 **weeks** of leave without **pay**.

3. A female employee with more than six but less than 12 consecutive months of continuous employment is entitled to Maternity Leave of up to 17 weeks, but without any special monetary benefits from the CBC. (This employee may be eligible for **up** to 10 weeks of UI Parental Benefits. Consult with UIC and see Appendix C.)

B) **Adoption Leave**

For the eligible adoptive parent taking Adoption Leave, **up** to 17 weeks of leave for the care of an adopted child, when that child first arrives at home; available to male or female employees who have legally adopted a child.

1. An employee with at least 12 consecutive months of continuous employment **as** of the **date** the employee commences **leave**, and who qualifies for Unemployment Insurance benefits, will receive:

- a) two weeks of payments from the Supplemental Unemployment' **Benefits** plan equivalent to 93% of the employee's weekly salary; followed by
- b) up to 10 weeks of payments from the **SUB** Plan of an amount equalling the difference between normal **UI** Parental Benefits and 75% of the employee's weekly salary; plus
- c) five weeks of Adoption **Leave** without SUB Plan (regular CBC-paid benefits continue during these five weeks; this period also counts for seniority and annual leave credits. See also Appendices **C** and **D**).

UI Parental Benefits **may** be collected by one parent or split between the **two** if both parents are eligible.

When one **parent** is a CBC employee:

- SUB Benefits will be paid to a CBC employee for the number of weeks for which that parent receives UI Parental Benefits.

When both parents are CBC employees:

- The SUB Plan Benefits will be allocated according to the way in which the parents have chosen to divide the UI Parental Benefits;
- Only one parent will receive the two weeks of payments from the SUB Plan equivalent to 93% of the employee's weekly salary.

2. An employee with more than six but less than 12 months of continuous service as of the date the employee commences leave will receive up to 17 weeks of leave without pay. (This employee may be eligible for up to 10 weeks of UI Parental Benefits. Consult with UIC and see Appendix C.)

C) Parental Three-day Leave

The Parental Three-day Leave is for co-parents who have at least 12 consecutive months of continuous employment in the following circumstances:

- birth of a child;
- adoption of a child;
- legal guardianship (provided the employee takes a child into his/her home).
- consecutively or separately, within the 52 weeks after the child is born or comes into the parent's actual care and custody, for co-parents (i.e., for the "other" parent who is not taking Maternity or Adoption Leave).

D) Child Care Leave

For parents with at least six consecutive months of continuous employment, up to 24 weeks of leave for child care purposes; may be taken at any time within the 52 weeks after the child is born or comes into the parent's actual care and custody.

E) Absence Without Pay

For parents with at least six consecutive months of continuous employment; this absence is granted for child care purposes; allows employees to extend their total leave of absence (including any Maternity Leave, Parental Three-day Leave for Co-Parents, or Child Care Leave taken) to a maximum of 52 weeks.

3) Employees' Right to Maternity-related Job Modification, Reassignment or Leave of Absence for Health Reasons (Canada Labour Code)

The Canada Labour Code stipulates that a pregnant or nursing employee (at any time from the beginning of pregnancy through the

end of the 'twenty-fourth week following the child's birth) may **request** job modification or temporary reassignment if her doctor advises it for health reasons. See Appendix N: Maternity-related Reassignment and Leave, Canada Labour Code.

While the request is being considered, the employee may do one of the following:

- a) remain in **her** current **job**;
- b) if at risk, take **a** Leave of absence with pay at her regular wage **rate** until the employer:
 - modifies the **job** functions;
 - reassigns her;
 - informs her in writing that it is not reasonably practicable to do so;
- c) be placed on Temporary Income Protection (TIPP), when indicated by **a** medical certificate. (Pregnancy in itself is not a health problem.)

4) Preparing to Leave, and Returning to **Work**

Applying for Leave

Employees are to notify their supervisor in writing, using the form shown in Appendix A, at least four **weeks** in advance of the commencement of leave, indicating the intended length of absence.

Any changes in length of leave requested by the employee requires a minimum of two **weeks'** (but preferably four weeks') 'written' notice. The supervisor will reply in writing;

Employees' Right to Notice of Employment Opportunities and Training for Technological Change While On Leave

While an employee is absent under this policy, his/her supervisor must:

- a) inform **the** employee of employment or promotion opportunities in his/her area of responsibility;
- b)
 - i) inform employees and make reasonable accommodation, as well **as** providing adequate time for **an** employee **on leave** who wishes to receive training provided by the CBC for technological change pertinent to their job functions;
 - ii) upon the employee's return to continuous employment, grant an equivalent amount of time off in exchange for training time during leave. This leave is to **be scheduled by mutual consent**;
- c) ensure adequate time for training for technological change is provided after the employee recommences work.

Returning to Work and Reinstatement to Former Position

A minimum **of** two weeks' (but preferably four weeks') written notice of the employee's intent to return to **work** is required,

and must be sent to the supervisor and to the local Human Resources office. The supervisor will reply in writing. When the date of an employee's return to work coincides with a holiday, the employee will be paid for the holiday.

The CBC will reinstate the employee to his or her former position. If that is not possible, the employee:

- a) will be assigned to another comparable position in the same location, with the same wages and benefits, and appropriate to his or her skills and abilities;
- b) will be paid at the rate paid when the leave commenced or, should the salary scale change, at the rate the employee would have been earning had he or she worked through the leave.

The employee shall be separated from the Corporation on the last day of the authorized absence if he/she has not received authorization for leave of absence beyond the period originally granted (i.e., to a maximum of 52 weeks).

N.B. For an extended leave of absence without pay, see HR Policy 7.6; to resign from the Corporation at the conclusion of an authorized leave, see HR policies 10.1, Severance Pay; and, 10.2, Resignation.

5) Benefits

The employee's eligibility for the various CBC benefits plans will continue during his/her absence. CBC-paid benefits will remain in force, while employee-paid benefits plans may be continued at the employee's expense during:

- Maternity Leave;
- Parental Three-day Leave;
- Adoption Leave;
- Child Care Leave.

During the Absence Without Pay period, the employee may elect to maintain benefits coverage by paying the required premiums in full. If the premiums are not paid, the coverage will lapse.

See Appendix B for information on the following specific plans:

- Supplementary Health Care Plan;
- Dental Care Plan;
- Basic Group Life Insurance Plan;
- Basic Provincial Hospital/Medical Coverage;
- Temporary Income Protection Plan (TIPP);
- Long-term Disability Plan;
- Optional Life Insurance Plan;
- Reducing Term Life Insurance Plan;
- Dependent Life Insurance Plan;
- Optional Accidental Death and Dismemberment (AD&D) Insurance Plan;
- Pension Plan.

Before going on leave, employees are to choose which benefits plans they wish to maintain throughout the entire period of absence. Consult with a Human Resources representative.

6) Seniority and Service

The following conditions **are** applicable:

1. Seniority

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

2. Annual Leave

Annual leave credits will accumulate for the first four months of Maternity Leave or Adoption Leave provided that, at the end of the authorized leave of absence, the employee returns to active work for 10 working days within a calendar month.

Annual leave credits and Parental Three-day Leave may NOT be used for this ten-day qualifying period.

3. Severance Pay

The first four months of Maternity or Adoption Leave will count as service for severance pay purposes provided they count as pensionable service (see the section on Pension Plan above).

4. Pension

See Appendix B: Benefits, Pension Plan.

HUMAN RESOURCES POLICIES

POLICY # 7.7 APPENDIX: A

APPENDIX A

Maternity and Child Care Leave Application

HUMAN RESOURCE POLICY NO. 7.7

Effective: January 26, 1996

Date:

File:

From:

Subject: MATERNITY AND CHILD CARE LEAVE APPLICATION

The following dates indicate my plans for my upcoming maternity and/or child care leave as per HR Policy 7.7.

Anticipated date of birth:

Maternity Leave from:
 to: .

Adoption Leave from:
 to:

Child Care Leave from:
 to:

Absence without Pay from:
 to:

Annual Leave from:
 to:

Thank you.

Employee (Print name)

(Signature)

Supervisor (Print name)

(Signature)

HUMAN RESOURCES POLICIES

POLICY #: 7.7 APPENDIX: B

APPENDIX B

Benefits

HUMAN RESOURCE POLICY NO. 7.7

Effective: January 26, 1996

Specific Plans

- A. Supplementary Health Care Plan
Dental Care Plan
Basic Group Life Insurance Plan

Corporation-paid plans, **where** applicable, will **be** maintained during Maternity, Parental Three-day Leave, Adoption and Child Care Leave. During the Absence Without **Fay** period, the employee may elect to maintain coverage by paying the required premiums.

Where the employee is generally responsible for paying his or her premiums, the employee **may** arrange to pay the rates applicable to maintain coverage during any absences under **this** policy.

- B. Basic Provincial Hospital/Medical Coverage

In those provinces where premiums apply, the CBC will continue to pay the premiums during Maternity, Parental Three-day Leave, Adoption and Child Care Leave. During the period of Absence **Without Pay**, the employee may arrange to pay the rates applicable to maintain **coverage**.

- C. **Sick** Leave or Temporary Income Protection Plan (TIPP)

When an employee is absent prior to the commencement of Maternity Leave, due to a medical condition related to pregnancy, she may apply for Temporary Income Protection (TIPP) **coverage** in the normal manner. Pregnancy in itself is not a health problem.

- D. Long-term Disability Plan

During an authorized leave of absence, including Maternity, Parental Three-day Leave, Adoption, or Child Care Leave; an employee may maintain coverage for a maximum of 12 months by continuing to pay the premiums. Coverage is then suspended and resumes upon the **employee's** return to work.

Although disability benefits are not payable during the leave of absence, **if** the employee has kept **up** his or her coverage and is totally disabled on the expected date of return to work, the employee will begin to receive disability benefits on that date or 85 days after becoming disabled.

- E. Optional Life Insurance Plan
Revolving Term Life Insurance Plan
Dependent Life Insurance Plan
Optional Accidental Death and Dismemberment (AD&D)
Insurance Plan

The employee may pay premiums to maintain coverage during absences (up to 52 weeks) encompassed by **this** policy. Should contributions not be made, coverage will lapse.

F. Pension Plan

For employees **who** qualify for UI benefits and have one year of continuous employment:

- the first four months of Maternity Leave or Adoption Leave count **as** pensionable service under provisions of the Corporation's Pension Plan;
- no contributions to the Plan will be required from the employee. (The Corporation will continue to pay its share of the Plan.)

For employees taking Maternity Leave with one year of continuous employment who do not qualify for UI benefits:

- normal pension contributions from the employee will be required for the first two weeks with pay but will not be required for the following 15 weeks.

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

Indeterminate employees with more than **six** but less than 12 months of continuous employment may choose to continue pensionable service if they maintain their share of contributions during Maternity, Adoption and Child Care Leave.

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

Employees who continue on Absence Without Pay beyond Maternity, **Adoption and** Child Care Leave will be eligible for pensionable service for this extended period up to the maximum **aggregate** period of 52 weeks provided:

- the employee pays both employer and employee **shares**;
- a commitment to **pay** is made prior to beginning Child Care Leave, and;
- arrangements for payment are made immediately upon returning to work.

HUMAN RESOURCES POLICIES

POLICY #: 7.7 APPENDIX: C

APPENDIX C

Leave and Benefits Tables

HUMAN RESOURCE POLICY NO. 7.7

Effective: January 26, 1996

Employees' leave and benefits entitlements have been graphically delineated in a series of tables, to be used as a quick reference for employees and supervisors. The tables are intended to supplement, but not replace, HR Policy 7.7.

Due to the technical characteristics of the policy system, we are unable to reproduce the tables here. Please ask for them at your local Human Resources office.

Table 1

Entitlements for the expectant mother with at least 12 consecutive months of continuous employment who qualifies for UI benefits

Type of Leave and Number of Weeks	Weeks of Leave * (maximum total of 52)	Monetary Benefits	Funded By	Regular Benefits ♦ (excl. Pension)
17 weeks - Maternity Leave	2	93% of base salary	CBC	CBC + Employee
	15	75% of base salary	CBC + UIC	
24 weeks - Child Care Leave	10 ♣	UI Parental Benefits	UIC	CBC + Employee
	14	0	0	
11 weeks	11	0	0	Employee

Table 2

Entitlements for the expectant mother with at least 12 consecutive months of continuous employment who does not qualify for UI benefits

Type of Leave and Number of Weeks	Weeks of Leave * (maximum total of 52)	Monetary Benefits	Funded By	Regular Benefits ♦ (ex.: Pension)
17 weeks - Maternity Leave	2	100% of base salary	CBC	CBC + Employee
	15	0	0	
24 weeks - Child Care Leave	10	0	0	CBC + Employee
	14	0	0	
11 weeks	11	0	0	Employee

Table 3

Entitlements for the expectant mother with more than six but less than 12 consecutive months of continuous employment who qualifies for UI benefits

Type of Leave and Number of Weeks	Weeks of Leave * (maximum total of 52)	Monetary Benefits	Funded By	Regular Benefits ♦ (ex: Pension)
17 weeks - Maternity Leave	2	0	0	CBC + Employee
	15	UI Maternity Benefits	UIC	
24 weeks - Child Care Leave	10 ♣	UI Parental Benefits	UIC	CBC + Employee
	14	0	0	
11 weeks - Absence Without Pay	11	0	0	Employee

Table 4

Entitlements for the adoptive parent taking Adoption Leave (with SUB Plan) with at least 12 consecutive months of continuous employment who qualifies for UI benefits (Adoption Leave is contingent upon eligibility for UI benefits)

Type of Leave and Number of Weeks	Weeks of Leave * (maximum total of 52)	Monetary Benefits	Funded By	Regular Benefits ♦ (ex.: Pension)
17 weeks - Adoption Leave	2	93% of base salary	CBC	CBC + Employee
	10 ♣	75% of base salary	CBC + UIC	
	5 ♥	0	0	
24 weeks - Child Care Leave	24	0	0	CBC + Employed
11 weeks	11	0	0	Employee

Table 5

Entitlements for the co-parent with at least 12 consecutive months of continuous employment who qualifies for UI benefits

Type of Leave and Number of Weeks	Weeks of Leave * (maximum total of 52)	Monetary Benefits	Funded By	Regular Benefits ♦ (ex: Pension)
3 days - Three-day Leave	3 days ▲	100%	CBC	CBC + Employee
24 weeks - Child Care Leave	10 ♣	UI Parental Benefits	UIC	CBC + Employee
	14	0	0	
28 weeks (minus Three-day Leave) Absence Without Pay	28 (minus Three-day Leave)	0	0	Employee

Table 6

Entitlements for the co-parent with at least 12 consecutive months of continuous employment who does not qualify for UI benefits

Type of Leave and Number of Weeks	Weeks of Leave * (maximum total of 52)	Monetary Benefits	Funded By	Regular Benefits ♦ (ex. Pension)
3 days - Three-day Leave	3 days ▲	100% of base salary	CBC	CBC + Employee
24 weeks - Child Care Leave	24	0	0	CBC + Employee
28 weeks (minus Three-day Leave) - Absence Without Pay	28 (minus Three-day Leave)	0	0	Employee

HUMAN RESOURCES POLICIES

POLICY # 7.7 APPENDIX: D

APPENDIX D

When **UI Parental Benefits** are Extended from
10 Weeks to 15 Weeks

HUMAN RESOURCE POLICY NO. 7.7

Effective: **January 26, 1996**

The **UI** ten-week Parental Benefits maximum **may** be extended *to* 15 weeks for both natural and adoptive parents when:

- *the* child is six months or older at the time of arrival at the claimant's home;

AND/OR

- and **the** child suffers from a physical, psychological or emotional condition that requires longer parental care.

If the adoptive parent collects extended **UI Parental Benefits** for **up** to five additional **weeks** during this period, the **employee is eligible for payments from** the **SUB Plan** of an amount equalling the difference between normal **UI Parental Benefits** and 75% of the employee's weekly salary. Proof of extended **UI** benefits will be required by the **CBC**.

HUMAN RESOURCES POLICIES

POLICY #: 7.7 APPENDIX: E

APPENDIX E

Death of a Child

HUMAN RESOURCE POLICY NO. 7.7

Effective: January 26, 1996

In the event of a miscarriage during or after the twentieth **week** of pregnancy, still birth, or the death of a child within the 52 **weeks** following the child's arrival at home (i.e., the period covered by this policy), an employee may remain on leave until her doctor certifies that **she** is ready to return to **work**.

Implications for Special **Monetary** Benefits

Maternity Benefits will be paid in full to **eligible** employees who would normally have received them, except in the case of **a** miscarriage before the twentieth week of pregnancy. In the latter circumstance, if CBC Sick Leave or Temporary Income Protection (TIPP) eligibility ends, an employee may apply to UI for Sickness Benefits.

N.B. Depending on the employee's status and years of service at the CBC, it may be more advantageous to discontinue **leave** and entitlements under this policy and to commence Sick Leave/Temporary Income Protection (TIPP) benefits.

HUMAN RESOURCES POLICIES

POLICY # 7.7 APPENDIX: F

APPENDIX F

Circumstances Warranting Temporary Suspension of Leave and Benefits

HUMAN RESOURCE POLICY NO. 7.7

Effective: January 26, 1996

An employee's leave and special monetary benefits under this policy may be temporarily suspended:

- for reasons certified by a medical practitioner;
- during the hospitalization of a child when a parent may wish to return to work until the child arrives at home;
- other unusual circumstances.

The employee should contact the local HR office and UIC to discuss the most advantageous course of action. Each case will be dealt with individually following discussions between the parent, the child's doctor, UIC, and the CBC.

HUMAN RESOURCES POLICIES

POLICY #: 7.7 APPENDIX: G

APPENDIX G

When an Employee Attains 12 Months of Continuous
Employment During Maternity Leave

HUMAN RESOURCE POLICY NO. 7.7

Effective: January 26, 1996

If a female employee's anniversary date to attain 12 consecutive months of continuous employment falls within the 17 week Maternity Leave period during which the SUB Plan **applies**, payment of these benefits will commence on that date for the balance of the 17 week period.

(For example, the employee reaches 12 consecutive months of continuous employment in week six. She will **receive** the difference **between** 75 per cent of her weekly salary and normal UI Maternity benefits for the remaining 11 **weeks**. She will not receive the **maximum** benefits that she would have received had she already completed 12 consecutive months of continuous employment at the commencement of her Maternity Leave.)

HUMAN RESOURCES POLICIES

POLICY # 1.7 APPENDIX: N

APPENDIX N

Maternity-related Reassignment and Leave,
Canada Labour Code

HUMAN RESOURCE POLICY NO. 7.7

Effective: January 26, 1996

The following excerpt is for information purposes only, and does not replace the Canada Labour Code.

204. (1) [Reassignment and job modification] An employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty-fourth **week** following the birth, request the employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the fetus or child.

(2) [Medical certificate] An employee's request under subsection (1) must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential **risk** and the activities or conditions to avoid in order to eliminate the risk,

205. (1) [Employer's obligations] An employer to whom a request has been **made** under subsection 204(1) shall examine the **request** in consultation with the employee and, where reasonably practicable, **shall** modify the **employee's** job functions or reassign her.

(2) [Rights of employee] An employee who has made a request under subsection 204(1) is entitled to continue in her current job while the employer examines her request, but, if the risk posed by continuing any of her job functions **so** requires, she is entitled to and shall be granted a leave of absence with **pay** at her regular rate of wages until the employer

a) modifies her job functions or reassigns her, or
b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her, and that pay shall for **all** purposes be **deemed** to be wages.

(3) [Onus of proof] The **onus is** on the **employer** to **show** that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable.

(4) [Employee to be informed] **Where** the employer concludes that a modification of job functions **or** a reassignment that would avoid the activities or conditions indicated in the

'medical. certificate is not reasonably practicable, the
'employer shall so inform the employee in writing.

(5) [Status of employee] An employee **whose** job functions are modified or **who** is reassigned shall be deemed to continue to hold the job that she held at the same time of making the request under subsection 204(1), and shall continue to receive the wages and benefits that are attached to that job.

(6) [Employee's right to leave] An employee referred to in subsection (4) is entitled to and shall be granted a leave of absence for the duration of the risk **as** indicated in the medical certificate.

205.1 [Entitlement to leave] An employee who is pregnant or nursing **is** entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, if she provides the employer with a certificate of **a** qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

205.2 [Employee's duty to inform employer] An employee whose job functions have been modified, who has been reassigned or who is on **a leave** of absence shall give at least two weeks notice in writing to the employer of any change in the duration of the risk or in the inability **as** indicated in the medical certificate, unless there is a valid reason why that notice cannot be given, and such notice must be accompanied by **a** new medical certificate.

DISABILITY INCOME PROTECTION PLANS

HUMAN RESOURCE POLICY NO. 8.0

Effective: May 15, 1978

REFERENCES

Policy 8.1 - Sick Leave

Policy 8.2 - Short-Term Disability Income Protection Plan (STD)

Policy 8.3 - Special Short-Term Disability Income Protection Plan (SSTD)

Policy 8.4 - Long Term Disability Income Protection Plan (LTD)

Policy 11.1 - Absence Resulting From An Accident While On Duty

POLICY

To provide protection for an employee from loss of earnings when incapacitated for duty due to illness or injury, the Corporation has established plans to maintain full or partial salary in accordance with conditions of the plans that are applicable to the employee.

APPLICATION

1. Eligibility

The following plans for which various categories of employees may be eligible are listed below:

- Sick Leave
- Short-Term Disability (STD)
- Long-Term Disability (LTD)
- Special Short-Term Disability (SSTD)
- Injury leave for accidents on duty which are compensable under provisions of Government Employees' Compensation Act.

The conditions of each of these plans are outlined in the corresponding policy instruction. The eligibility of an employee for benefits under any of these plans is dependent on the conditions of employment and any optional choices that may have been available to the employee regarding coverage by these plans, (See Appendix A).

2. Reporting Absence

In all cases of illness or injury, it shall be the employee's responsibility to see that his/her supervisor is notified as soon as possible. When requested, an employee will produce satisfactory evidence (submitted by a medical practitioner) of his/her inability to perform his/her duties.

3. Return to Duty

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

Before reporting for duty, an employee who has been *absent* because of serious illness or injury, or because of a contagious disease, must produce evidence of good health, satisfactory to the Corporation, showing that he/she has recovered and is able to resume his/her normal duties. Upon receipt of such evidence, the officer in charge of Human Resources will authorize the employee to return to duty.

4. Medical Examination

The Corporation may require an employee to undergo, at any time, a medical examination by a medical doctor of its choice, and at its expense. This may be required when it is necessary to establish the state of health of an employee, or as a safeguard for other members of staff, or to determine the cause of excessive absenteeism.

An employee may request in writing that the results of such medical examination be given to the employee's personal physician.

APPENDIX A

HUMAN RESOURCE POLICY NO. 8.0

DISABILITY INCOME PROTECTION PLANS

Effective: May 15, 1978

Eligibility for Disability Income Protection Plans

Employee Category	Sick Leave	Special Short Term Disability	Short Term and Long Term Disability
Individual contract Performers payroll with U.I. deductions)	N/A	After 13 weeks of continuous employment	N/A
Casual	N/A	After 13 weeks of continuous employment	N/A
Temporary	Based on earned credits	After 13 weeks of continuous employment	N/A
Regular	Sick Leave	Short Term Disability	Long Term Disability
1. On staff before April 1, 1977			
and			
a) opted to remain on sick leave plan	Based on earned credits	N/A	N/A
b) opted for new plan	Unused credits as of Mar. 31/ 1977 are banked	Benefits for 85 days paid at full basic salary or 2/3 pay depending on length of service in accordance with schedule given in plan	After 85 days of disability, non-taxable benefits equivalent to 60% of basic pay
2. Joining staff on or after April 1, 1977 (new plan)	N/A	(as above)	(as above)

SICK LEAVE

HUMAN RESOURCE POLICY NO. 8.1

Effective: April 1, 1977

REFERENCES

Policy 8.0 - Disability Income Protection Plans

Policy 8.2 - STD Income Protection Plans

Policy 8.4 - LTD Income Protection Plans

POLICY

Sick Leave may be granted by Management to provide protection for an employee from loss of earnings when incapacitated for duty by illness or injury. The employee may apply for sick leave with pay against accumulated credits during periods of absence from duty due to illness or injury.

Background

Eligibility for sick leave benefits

1. Employees who were on staff prior to April 1, 1977
 - a) who opted to remain under the provisions of the "old benefit plans" including sick leave.
 - b) who opted to join the new benefits plans package effective April 1, 1977 and had unused sick leave credits as of March 31, 1977 which are held in reserve for future use if needed, to supplement benefits available under STD and LTD plans.
2. Temporary employees who under their conditions of employment earn sick leave credits.

APPLICATION

In all cases of illness or injury, it shall be the employee's responsibility to see that his/her supervisor is notified as soon as possible. When requested, an employee will produce satisfactory evidence (submitted by a medical practitioner) of his/her inability to perform his/her duties.

1. Sick Leave Credits

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

2. Advance of Credits

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

3. Applying for Sick Leave

Employees who through illness or injury are incapacitated for duty shall submit, at the first opportunity, an application for sick leave on the appropriate form, in which the employee shall state that because of the nature of the illness or injury he/she was unable to perform his/her duties. However, upon request, an employee may be required to produce satisfactory evidence (submitted by a medical practitioner) of his/her inability to perform his/her duties. Failure to produce this evidence may result in absence without pay for part, or all, of the period of absence. When sufficient credits are not available, the employee may be granted absence without pay (see Policy 7.6).

4. Return to Duty

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

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

5. Medical Examination

The Corporation may require an employee to undergo, at any time, a medical examination by a medical doctor of its choice, and at its expense. This may be required when it is necessary to establish the state of health of an employee, or as a safeguard for other members of staff, or to determine the cause of excessive absenteeism.

An employee may request in writing that the results of such medical examination be given to the employee's personal physician.

6. Resignation

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When an employee has resigned, no sick leave may be granted to extend the employee's service beyond the effective date of resignation.

SPECIAL SHORT TERM DISABILITY INCOME PROTECTION PLAN

HUMAN RESOURCE POLICY NO, 8.3

Effective: May 15, 1978

REFERENCES

None

POLICY

The CBC Special Short Term Disability Income Protection Plan (SSTD) provides wage loss protection when incapacitated by illness or injury to those categories of employees who are required to pay Unemployment Insurance premiums but who, under the conditions of *their* employment, are not eligible for participation in the short term and long term disability plans available to regular full time employees.

Definitions

In this policy :

TERM EMPLOYEE refers to the following categories of employees who may be eligible for benefits under the SSTD plan:

- a) Temporary
- b) Casual
- c) Persons on individual engagement contracts on Performers' Payroll.

INSURABLE EARNINGS refer to earnings on which Unemployment Insurance premiums are paid.

APPLICATION

1. Eligibility

The term employee must have insured earnings from employment with the Corporation for at least thirteen (13) continuous weeks and would then become eligible on the first of the month following completion of the thirteen (13) weeks of continuous employment.

2. Requirement of Recent Employment

The term employee is required to have insurable earnings from employment with the Corporation during the calendar week of disability or during the two calendar weeks

immediately preceding the week in which the disability occurs.

3. Determination of Benefits

Benefits under the plan are payable for a period of **fifteen (15)** weeks subject to a waiting period of **fourteen (14)** calendar days. This means that benefits are payable on the 15th day of continuous disability, or upon expiration of accumulated sick leave credits where applicable, whichever is the later.

Where the term employee has twenty (20) or more weeks of insured earnings from the Corporation in the last fifty-two (52) calendar weeks, the amount of benefit payable will be **66 2/3%** of the employee's average insurable earnings from the Corporation during the most recent twenty (20) such weeks.

Where the term employee has less than twenty (20) weeks of such insured earnings in the last fifty-two (52) calendar weeks, the amount of benefit payable will be **66 2/3%** of the employee's total insured earnings divided by the number of weeks of insured earnings in the last *fifty-two* (52) calendar weeks.

4. Reinstatement of Full Benefits

a) New Disability

The term employee must have four (4) weeks of insured earnings from employment with the Corporation since the termination of the last short term disability income claim.

b) Recurrence of the Same Disability

For a recurrence of the same illness or disability, the employee must have thirteen (13) weeks of insured earnings from employment with the Corporation during the most recent 52 calendar weeks and since the termination of the last covered disability.

5. Benefit Limitations

Benefits under the plan are not payable in the following situations:

- a) When the term employee is not under the care of a licensed physician or doctor.
- b) When the disability is a result of an occupational illness or injury covered by Workmen's Compensation Board or Canada or Quebec Pension Plan Disability benefits.

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- c) When **the** disability **results** from **intentionally self-inflicted injuries** or **disease**.
- d) When **disability** results from **service** in any **naval**, **military** or **air force**.
- e) **When** disability results *from riots, wars or wilful participation in disorderly conduct*.
- f) **When** disability results from injury or disease sustained while committing a criminal **offence**.
- g) When disability results from **an** employee engaging in an occupation or employment for wage or profit **other** than with the Corporation.
- h) Benefits will **not** be payable to persons **who** are on **strike** or **who** have been locked out.
- i) **Benefits will only be paid to the date employment is scheduled to terminate, provided that the disability commenced after the employee was notified of the termination date.**

SHORT-TERM DISABILITY INCOME PROTECTION PLAN

HUMAN RESOURCE POLICY NO. 8.2

Effective: April 1, 1977

REFERENCES

None

POLICY

Short-Term Disability Income Protection (STD) benefits may be granted by Management to protect an employee against loss of basic salary when incapacitated by illness or injury (other than work-oriented, compensable illness or injury) which requires the employee to be absent from duty.

APPLICATION

1. Employees on Staff Before April 1, 1977

STD benefits are available to all eligible regular, full time employees on staff prior to April 1, 1977, who chose to participate in the new Group Life Insurance and Disability Income Protection benefit plans. Employees who did not choose to participate in these new benefit plans continue to be governed by the terms and conditions of the existing Corporation Sick Leave policy 4.7.

2. Employees Hired On Or After April 1, 1977

STD benefits are applicable automatically as a condition of employment to all regular full time employees hired on or after April 1, 1977. Temporary, casual, part time and exclusive services contract employees are not eligible for STD benefits but are governed by the terms and conditions of employment as applicable to each of the above categories of employee.

3. Notification

In cases of illness or injury, employees must notify their supervisors in accordance with departmental or location procedures and their collective agreements as applicable. Upon request, employees will produce satisfactory evidence (submitted by a medical practitioner) of their inability to perform their duties. Such evidence will normally be requested before the employee's return to work. Failure on the employee's part to produce the required evidence may result in absence without pay for all of the period of absence.

CBC/CEP (Security Unit) Agreement

The parties agree that this agreement resolves all issues related to collective bargaining and that by signing and accepting this document, both parties agree to recommend this agreement to their principles.

The parties further agree that any area or item not specifically changed in these documents will remain as agreed in accordance with the Memorandum of Agreement signed May 24, 1996.

Signed at Toronto this 22nd day of June 1996.

FOR THE CORPORATION

FOR THE UNION

Alex Mercer

Dave Lewington

4. Benefits

STD Benefits are available to all eligible employees on the basis of length of service with the Corporation and in accordance with *the* following schedule.

Service	At 100% Basic Salary	At 66 2/3% Basic Salary
3 months to 1 year	10 working days	75 working days
1 year to 2 years	20 working days	65 working days
2 years to 3 years	30 working days	55 working days
3 years to 4 years	40 working days	45 working days
4 years to 5 years	50 working days	35 working days
5 years to 6 years	60 working days	25 working days
6 years to 7 years	70 working days	15 working days
7 years or more	85 working days	

NOTE:

For employees who have the basic salary rate less than the maximum level of insured earnings, overtime and other earnings during the last 20 weeks of insurable employment will be used in determining the amount of benefits payable when the 66 2/3% rate under the STD plan becomes applicable to such employees.

Benefits will increase as the employee's service with the Corporation increases, and such increase in these benefits will take place automatically on the employee's anniversary date of hiring to a regular full time position with the Corporation.

New employees who are absent from work due to illness or injury during the first three months of service with the Corporation may be granted up to five (5) days of 100% STD benefits.

5. Reinstatement

Since these benefits are non-cumulative, an employee's STD benefits will be automatically reinstated in full on the employee's return to work for one full tour of duty following an absence due to illness or injury.

In the event of recurrence of the same illness or as a direct result of the same injury, an employee who is again absent from work within a thirty (30) calendar day period following the original absence, will continue to utilize STD benefits for the number of days still remaining following the first absence.

6. Medical Examination

The Corporation may **require** an employee *to undergo*, at any time, a medical examination by a medical doctor of **its** choice, and at Corporation expense. This may be **required** when it is **necessary** to **establish the state** of health of an employee, or as a safeguard for other employees, or to **determine the cause** of excessive absenteeism. Should an employee be **required** to undergo a medical examination under such circumstances, the employee may **request that the** results of such **medical** examination be given to the employee's personal physician.

Employees who have been **absent** due to serious illness or contagious disease must **produce satisfactory** evidence of good health *and* of **their** ability to **resume** *'their* normal duties,

7. Resignation

When an employee resigns from the Corporation, **STD benefits** will not be utilized to extend the employee's service beyond the **effective date** of resignation, nor will they be utilized to permit the employee's absence from work for **any reason** other than illness or injury prior to the effective date of resignation. **Cash** payment *in lieu* of **STD** benefits will not be granted,

8. Responsibilities

Supervisors are responsible for **monitoring and controlling the use** by employees of **STD** benefits. They will notify the local Human Resource department **when** an employee has **been absent** five (5) consecutive days or more, and **will** ensure that the required forms *are* completed and submitted as **soon** as possible.

The Human Resource department shall **interpret this policy**, provide **data and assistance** where and **when** necessary and maintain records of **STD** benefits available to each employee.

LONG TERM DISABILITY INCOME PROTECTION PLAN

HUMAN RESOURCE POLICY NO. 8.4

Effective: April 1, 1977

REFERENCES

Policy 8.0 - Disability Income Protection Plans

Policy 8.1 - Sick Leave

Policy 8.2 - STD Income Protection Plan

POLICY

The CBC Long Term Disability Income Protection Plan (LTD Plan) provides income protection to all eligible employees who become disabled as defined in the Plan and are unable to continue to perform the duties of their regular occupation.

APPLICATION

1. Eligibility

Participation in the LTD Plan is a condition of employment for all employees hired to regular, full time employment with the Corporation on and after April 1, 1977. Staff employed on exclusive services contracts or on a casual, temporary, part time, or relief basis are not eligible to participate in this Plan.

2. Benefits

LTD Plan benefits will be paid to a disabled employee commencing on the 86th working day of the disability and will continue until the earlier of the employee's recovery of good health, retirement at normal retirement age (65) years, or death.

The benefit payable from the LTD Plan will be an amount equal to 60% of the disabled employee's basic salary at the date of commencement of the disability (maximum \$2,700.00 per month), less any amounts the employee may be entitled to receive from the Canada/Quebec Pension Plan, the CBC Pension Plan, the Government Employees Compensation Order (Workmen's Compensation) or any other Group or Association LTD Plan to which an employee may belong by reason of membership in a specific trade or profession.

The amount of LTD Plan benefits being received by an employee will be increased annually, on the first day of January, based on the amount of any cost of living increase

indicated by the Canadian Consumer Price Index, but in no case shall this increase exceed 4% of the LTD benefit being received by an employee,

3. Premiums

Employees enrolled in the LTD Plan will pay the full premium costs of the Plan as determined from time to time, and any LTD benefits received by an employee from this Plan will be non-taxable income in accordance with Department of National Revenue regulations.

4. Premium Waiver

Employees receiving LTD benefits will be exempt from paying those premiums normally required for any optional insurance plan(s) in which the employee may be participating at the date of disability, as well as employee contributions to the CBC Pension Plan, for the period the employee continues to receive LTD benefits.

- * All such insurance protection will continue in force and the employee will continue to accumulate pensionable service while in receipt of LTD benefits.

5. Rehabilitation Program

Employees qualifying for and receiving benefits under the LTD Plan will, where medically feasible and as soon as circumstances permit, be required to engage in an appropriate program of rehabilitation as approved by the Plan underwriter(s), and such program will continue until the employee is able to return to work on a full time basis, or until benefits under the LTD Plan cease to be payable as defined in the Plan.

6. Employment Guarantee

*

An employee receiving LTD benefits who recovers from the disability and is able to return to work, but is unable to perform the duties of his/her former position, is guaranteed employment within the Corporation in a position which is compatible with the employee's training, skill, education and experience. No employee will be obliged to accept a position which does not take these factors into account or one which is not suitable to the employee's physical or mental condition.

The salary an employee will receive upon return to work under the above circumstances will be at least equal to the salary the employee was receiving at the date of commencement of the disability and, if such salary is above the salary scale for the position, it will be frozen until the salary scale of the new position equals the salary being received by the employee.

7. Sick Leave Credits

Effective April 1, 1977, all sick leave credits accumulated to March 31, 1977, by employees on staff prior to April 1, 1977, who elected to participate in the LTD Plan will be "frozen". Such credits will be banked for each employee and may be utilized under the following circumstances:

- a) An employee with less than seven years of service may use accumulated sick leave credits to maintain 100% salary under the provisions of the Short-Term Disability Income Protection (STD) Plan.
- b) An employee with seven or more years of service may use accumulated sick leave credits after the expiry of the STD benefits and prior to receiving LTD benefits.
- c) An employee who is actively at work, may withdraw from participation in the LTD Plan and discontinue payment of LTD premiums, when the employee's age plus accumulated sick leave and/or STD benefits are sufficient to guarantee disability income protection to the date on which he/she will retire and begin to receive a pension under the CBC Pension Plan.

An employee planning to take early retirement who wants to withdraw from the LTD Plan under this provision must make written application to do so. Such an application, once accepted by the Corporation, is irrevocable.

- d) An employee who is disabled, is receiving LTD benefits, and attains an age where his/her accumulated sick leave credits are sufficient to guarantee disability income protection to normal retirement date, may withdraw from the LTD Plan and elect to proceed on sick leave. The salary to be paid to an employee under these circumstances will be the current salary then in effect for the classification of the position (or an equivalent position) which the disabled employee occupied at the date of becoming disabled.

8. Withdrawal from LTD Participation

In addition to the provisions of 7 c) and d) above, an employee who is at least 60 years of age may also withdraw from participation in the LTD Plan and discontinue payment of LTD premiums, on the date on which he/she accumulates full pension rights under the CBC pension plan (i.e. 35 years of pensionable service).

9. Salary

When an employee begins to receive LTD benefits, the salary being received on the date LTD benefits begin will be frozen. The employee will not receive any further salary adjustments except for changes in salary scales negotiated with an effective date prior to the date the employee began receiving LTD benefits.

Benefits Administration will be advised by Establishment Data Control should any employee in receipt of LTD benefits be entitled to such a salary adjustment.

* Indicates correction.
Issued 1 August 1982.

HUMAN RESOURCES POLICIES

POLICY # 9.0 Effective Date: 01-Oct-80 Revised Date: 19-Dec-95

Travel - Canada

HUMAN RESOURCE POLICY NO. 9.0
{Formerly 5.1}

Effective: October 1, 1980
Revised: December 19, 1995

References

HR Policy 9.1 - Travel Outside Canada
HR Policy 9.8 - Travel Allowances - Management Employees

Policy

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

Definitions

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

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

Application

This policy applies to all CBC employees who are authorized to travel in Canada on Corporation business.

Procedures

1. Authorization for Travel and Travel Allowances
 - a) The employee, to obtain authorization for travel in Canada, must prepare and sign the Travel Authorization Request **form**, (CBC 466), and submit it to the appropriate authorizing officer.
 - b) The authority to approve travel and claims must be in accordance with the "Chart of Authorities for the Management of Human Resources" and the "Delegation of Signing Authority."
 - c) Certain employees may be specifically delegated to authorize their own travel. Any such request for travel will not be

honoured if the individual has any travel claims outstanding for more than **30 days from the** conclusion of any previous trip.

2. Transportation and Accommodation

Employee travel must conform to the following priorities:

- Employees are to travel by the most economical and efficient means;
- Employees are to travel by the approved common carrier where possible, provided that the mode of transportation chosen is most advantageous to the conduct of Corporation business;
- Travel is **to** be by the shortest direct route, and advantage should be taken of return ticket rates and special fares:
- Additional expenses incurred for personal reasons such as personal stopovers will not be allowed;
- Whenever possible, employees will be provided with single room accommodation which includes a shower and/or bath facilities.

a) Air Travel

Employees travelling by air will be provided **with** economy class transportation. Business **class** transportation will be provided only where economy class is not available at a time suitable for purpose **of** the assignment. When meals are provided, the per diem allowance **WILL BE REDUCED** accordingly. Refer to Appendix A 1(f) for one day trips.

b) Travel by Train

Transportation may be arranged **as** follows:

- (i) **To provide** actual expenses for "all inclusive" plans (transportation, sleeping accommodation, and meals). The Corporation will pay the full **price** of the plan, and the employee **may** claim actual expenditures relating to portorage and gratuities; or
- (ii) Where "all-inclusive" **plans** are not available, the Corporation will provide club car, roomette or bedroom. When meals are provided, the per diem allowance **WILL BE REDUCED** accordingly. Refer to Appendix A 1(f) for one day trips.

c) Travel by **Bus**

The Corporation will provide standard fare for transportation, with per diem allowance applying for the duration of the trip, Refer to Appendix A 1(f) for one day trips.

d) Travel by Boat

The Corporation **will** provide transportation, sleeping accommodation and meals where these **are** included in the fare, and the employee may claim other actual expenditures for portorage and gratuities. If the fare includes transportation only, then the regular per diem allowance will apply for the

'duration of the trip. Refer to Appendix A 1(f) for one day trips.

e) **Use of Private Automobile**

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

- An employee must not **use** a private automobile for Corporation business unless the automobile is properly insured for public liability and property damage;
- In authorizing the use of a private automobile the Corporation assumes no liability to indemnify the user for any personal **loss** or injury which might be sustained as a result of such use and **it** remains the sole responsibility of the employee to provide adequate protection against risk of personal liability and property damage.

See Appendix A 3(a) for kilometre allowance rates.

f) **Use of Rented Vehicles**

The use of rented vehicles may **be** authorized where the authorizing officer is satisfied that the following conditions are **met**:

- This method of travel is economical and practical and in the best interests of the Corporation;
- Vehicles must be rented from suppliers selected by the Corporation and must be reserved through the designated travel agency. Reimbursement of vehicle rental expenses will not exceed the rates available to the Corporation through the selected suppliers;
- An explanation of why vehicle rental is necessary is provided on the travel claim;
- Compact sized cars or, if necessary, medium sized cars are used. Full sized cars will only be rented when the number of passengers to be carried or the bulk or weight of **goods** to be transported warrants the **use of a larger** vehicle.

NOTE:

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

3. **Travel Arrangements**

In order to get maximum value for the dollars spent on travel, the CBC negotiates preferential arrangements with common carriers, hotels and car rental companies. It also chooses, via competitive

bidding, a travel agency responsible for the implementation and administration of negotiated rates as well as ensuring that travel requests are handled in the most efficient and cost effective manner possible.

- a) The designated travel agency, or one of its agents MUST BE USED to arrange for transportation and accommodation, including the purchase of tickets and the making of hotel and car rental reservations.

If an employee chooses to make his/her own arrangements, the following conditions apply:

- the cost of air transportation will be limited to the price of the discounted economy class air fare which could have been purchased by the designated travel agent from the approved common carrier.
- reimbursement for the cost of other forms of transportation will be limited to the price at which the designated travel agent could have arranged the travel;
- reimbursement for hotel accommodation will not exceed the rates available to the Corporation through the selected hotels for that city.
- the expense claim must be authorized by the department head prior to reimbursement.

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

- b) The costs of accommodation, facilities and/or meals for conferences and group meetings to be held at hotels, conference centres, resorts or other similar locations, must be negotiated in conjunction with Contract Services, Finance and Administration, Head Office.

4. Corporate Travel Cards

To minimize the issuance of advances and the need for carrying cash, the Corporation will provide a corporate travel card to any employee who travels regularly in the performance of his/her duties. Issuance of all corporate travel cards must be authorized by the employee's immediate supervisor and the local Senior Finance and Administration Officer. Employees are responsible for the custody and safe-keeping of their corporate travel card.

The Corporation will reimburse employees in a timely fashion for the approved expenses incurred while travelling on CBC business. The employee is responsible for discharging the entire balance owing on the credit card.

5. Travel Advances

Travel advances will not be given to MS employees. These employees will be reimbursed upon submission of completed travel documentation.

For other employees, advances and reservations will be issued by the Travel Section upon receipt of the approved Travel Authorization Request form (CBC 466).

Employees, including MS, who are **away** from home base for a period longer than originally anticipated, or **who** encounter unusual **demands** for available cash, may obtain a travel advance from a CBC location **other** than their home **base**. To do **so**, they must complete **form CBC 15**, indicating the reason for the request and obtain authorization satisfactory to the local financial officer.

6. Cancellations

The employee **is** responsible for the cancellation of all reservations in sufficient time to ensure that the Corporation is not required to pay for unused services. The employee is accountable for any charges incurred by failure to cancel reservations. When a trip is cancelled, any tickets and/or advances issued must be returned immediately to the appropriate Finance office.

7. Security of Cash

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

8. Allowances

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

a) Travel Allowance

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

- (i) One day trips where no overnight accommodation is required. On such trips the employee may claim meal rates **as** outlined in Appendix A. **These** meal rates include the cost of the meal gratuity. Claims above these amounts may be allowed if substantiated by receipts and explained in writing on the travel claim.
- (ii) During all-inclusive arrangements, such **as** seminars or conferences, in which the cost of meals is included in the cost of **travel** or accommodation; **the** per diem rate will be reduced to reflect the meals included. Employees may claim any meals not provided **as** well as incidentals (see Appendix "A").
- (iii) Travel to, or between far Northern locations (i.e. **Goose** Bay and **all** locations **at** or above the 55th parallel). In these circumstances, employees may claim either:
 - the regular per diem plus an additional amount stipulated in Appendix A 1(b); or
 - actual expenses, supported by original receipts.

- (iv) Any occasion during a business trip when a meal is provided. For each such occasion, the per diem allowance for that day will be **reduced** by the corresponding amount from Appendix "A", section 1,

Transportation

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

NOTE: The following conditions **apply**:

- The airport bus must be used whenever feasible;
 - When taxis or limousines are used rather than the airport bus or other normal airport ground transportation, an explanation is required;
 - Allowance for taxi directly to station or airport is not to exceed the combined cost of taxi to pick-up point, and airport limousine or bus service. This may be exceeded where local conditions warrant exception;
 - Cost of taxis with explanation, **when** the use of such taxis for travel to and/or from business locations is justified in the opinion of the authorizing officer. An original receipt is required for each taxi fare in excess of \$10.00 or an explanation why no receipt is available. **Subject** to local practices, receipts for lesser amounts **may** be required at some locations.
 - When **a** taxi is shared with other CBC employees and the entire cost is paid by one person, that person may be required to provide the names of **the** other **employees**;
 - When an employee elects to use his/her own automobile between residence and station or airport, he/she may claim parking and the kilometre allowance **as** set out in Appendix A; the amount allowed may not exceed the combined cost of taxi and/or limousine service.
- (iii) Cost of bus and/or subway fares will be reimbursed.
- (iv) The cost of vehicle rentals for local transportation at the destination when such rental is justified in the opinion of the authorizing officer see 2 (E) Use of Rented Vehicles.

NOTE: Vehicles must be rented from suppliers selected by the Corporation and must be reserved through the designated travel agency. Reimbursement of vehicle rental expenses will not exceed the rates available to the

Corporation through the selected suppliers.

c) \ Accommodation

The following conditions **apply**:

- Employees must stay in hotels which are on the approved Corporate list unless there **are no vacancies** at the time accommodation **is** required;
- If an employee chooses to **stay** at a hotel which is not on the approved list **when** rooms in **approved** hotels are available, reimbursement of the cost of accommodation will not exceed the rates available to the Corporation through the selected hotels for that city;
- Cost of hotel, or approved alternate accommodation must be supported by actual receipts; (Photocopies will not be accepted.)
- **An employee** who stays in a private residence **will** be paid an allowance which can be **found** in Appendix A 1 (h).

d) Other Allowable Expenses

The Corporation allows the following expenses:

- (i) Cost of electronic communication, voice and/or **data**, required for Corporation business, subject to the approval of the authorizing officer. Long distance calls must be fully explained and employees are liable for the cost of calls that are established **as** not having been required for Corporation business.
- (ii) Reimbursement of the cost, supported by receipt(s), of first five minutes of phone calls to employee's home, limited to:
 - two such claims per week for trips exceeding five **days**; or
 - one such claim for trips of two to five days.
- (iii) **Cost** of traveller's cheques when supported by receipts.
- (iv) Cost of handling or transporting excess baggage supported by receipt(s).

e) Kilometre Allowances

(i) **Rate A**

When it is to the Corporation's advantage or where public transportation is not available or not practical, an employee may be authorized to use his/her private automobile. In such cases, the employee will be allowed a rate per kilometre as set out in Appendix A, computed on total distance, **as** well as toll charges, **ferry** rates, and parking while on Corporation business. An explanation **may** be required **on the travel** claim to explain why other modes of transportation are not practical.

(ii) Rate B
(At request of employee)

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

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

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

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

Special Provisions

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

Expense Claims

Travel Expenses

All expenses claimed must be itemized on the Travel Authorization Request form (CBC 466), Trip Information' section, and supported by original receipts as specified in other sections of this policy.

NOTE: Photocopies of receipts are not acceptable.

The allowances outlined in § above are intended to *cover* the full range of expenses incurred while travelling on Corporation business. Any and **all** deviation from provisions of this policy must be explained in writing on the relevant travel claim. This applies particularly to:

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

The purchase of travel insurance or other items of a personal nature is at the option of the employee and may not be claimed **as** expenses under this travel policy. See section 18 Travel Accident Insurance, for more information.

NOTE: The per diem allowance will be reduced appropriately when meals are provided on airplanes or trains **and/or** at seminars, conferences and business meetings.

5) Relocation Expenses

Employees who are relocating must **also** complete and submit form CBC 466 as the final document for reimbursement of transfer and removal expenses. This includes the house moving trip and final trip to the new location of work.

10. Authorization Of Expense Claims

Before signing Statement of Expense, Trip Information section on form CBC 466, the authorizing officer must ensure that expenses claimed were warranted, were fair and just in all respects and that this policy was adhered to.

11. Settlement of Accounts

a) Employees will claim their expenses by completing the Trip Information section of form CBC 466 and submitting it to the appropriate authorizing officer. In so doing they must account for any tickets and/or advances issued by the Corporation and **refund any money** owing to the Corporation by attaching a personal **cheque**. The completed and authorized documentation is to be forwarded to the appropriate Finance Office.

b) Time Limit

Forms must be submitted within ten working days of completion of each trip. Employees who travel frequently may be permitted to clear their accounts on a monthly basis.

c) Advances which are outstanding for a period in excess of 30 days from completion of the trip will be deducted from the employee's salary if no acceptable explanation is provided.

d) Unless other arrangements have been made, travel accounts must be settled before proceeding on vacation or extended absences.

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

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

a) For travel by train, plane, boat or bus, per diem:

- will begin one hour before the scheduled time of departure of the carrier; and
- will end one hour after the actual **arrival** of the carrier at the conclusion of the trip.

b)

Fox travel by private automobile **where** public transportation is not available or practical, **the** period between the time of departure from the employee's base or residence, whichever is later, and the time of return to the base or residence, whichever is **earlier**.

Where public transportation is available, and the employee receives permission to use his/her automobile, the period of time for which per diem is allowed will be determined **as** in a) above for the public transportation that would otherwise **have** been used.

- c) Claims for a **period** of continuous **travel** through *various* time zones, or involving changes in locale or mode of transportation, will be based on the actual time spent travelling.

13. Business Lunches, Dinners, **Receptions**, etc.

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

The President, Senior and other Vice-Presidents, Senior Directors, General Counsel, Assistant General Counsel, Regional Directors, and Executive Directors may provide lunch or dinner or host receptions for other CBC employees and recover the cost from the Corporation, when such activities are an integral part of meetings, conferences, or the efficient conduct of business.

Officers and employees below this level will **not** claim and recover such expenses without the prior approval of the appropriate officer from the list above.

14. Secondment and Training

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

15. Extended Periods in Travel Status

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

16. Regional, Local Instructions

Regional or local instructions or regulations must not conflict with this policy.

17. Employees on Contract:

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

18. Travel Accident Insurance

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

Complimentary flight and common carrier insurance is provided through American Express in the amount of \$250,000.>

HUMAN RESOURCES POLICIES

POLICY # 9.0 APPENDIX: A

APPENDIX A

TRAVEL - CANADA

HUMAN RESOURCE POLICY NO. 9.0

Effective: July 1, 1995

1. Travel Allowance

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

- a) Canada - (except Northern Locations)
 - Total: \$46.00 (\$3.00 per hour for part days up to a maximum of \$46.00).
 - Breakfast: \$8.00
 - Lunch: \$11.00
 - Dinner: \$19.75
 - Incidentals: \$7.25

- b) Canada - (Northern Locations)
 - Total: \$52.00 (\$3.40 per hour for part days up to a maximum of \$52.00).
 - Breakfast: \$9.50
 - Lunch: \$12.50
 - Dinner: \$22.75
 - Incidentals: \$7.25

Employees travelling to or between far Northern locations (i.e. locations at or above the 55th parallel but including Goose Bay) may claim the regular per diem plus an additional \$3.00.

- c) U.S.A.
 - Total: \$46.00 in U.S. currency (\$3.00 per hour for part days up to a maximum of \$46.00).
 - Breakfast: \$8.00
 - Lunch: \$11.00
 - Dinner: \$19.75
 - Incidentals: \$7.25

- d) Mexico
 - Total: \$46.00 in U.S. currency
 - Breakfast: \$8.00
 - Lunch: \$11.00
 - Dinner: \$19.75
 - Incidentals; \$7.25

- e) Other Countries - Consult your Human Resource office (see policy 9.1, Appendix N).

- f) One-Day Trips

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

The per diem allowance will be reduced accordingly when meals are provided on air/rail transportation and/or at seminars, conferences, business meetings and training sessions.

Private Accommodation

An allowance of \$14.00 per night will be paid to an employee who stays at a private residence.

Special Meal Allowances

when employees are required to work for extended periods of time, meal allowances may be provided at an employee's home location as per HR Policy No, 9.7, Special Meal Allowances.

The following amounts apply:

(i)	Second Meal Allowance:	\$9.25
(ii)	Extra Meal Allowance:	\$4.65

Kilometre Allowance

Rate A:

At request of employer

Manitoba	30.0 cents a kilometre
Saskatchewan	30.0
Alberta	30.0
New Brunswick	31.0
Nova Scotia	31.0
P.E.I.	31.0
British Columbia	32.0
Ontario	32.0
Newfoundland	32.0
Quebec	33.5
N.W.T./Yukon	36.0

Rate B:

At request of employee

All. locations: 10 cents a kilometre

Upgraded Air Travel

Business class accommodation will be provided only when economy class is not available at a time suitable for purpose of the assignment.

Designated Travel Agents

The Corporation's designated travel agency or one of its affiliates must be used whenever travel is required.

The Agency and its affiliates acting on behalf of the Corporation are fully aware of the provisions of the CBC Travel Policy.

HUMAN RESOURCES POLICIES

POLICY # 9.0 APPENDIX: B

APPENDIX B

TRAVEL - LOCAL TRANSPORTATION

HUMAN RESOURCE POLICY NO. 9.0

Effective: June 1, 1995

When an employee is required to **work** at more than one place in the local-metropolitan **area** on the same day, **the** CBC will pay for the transportation required or grant an allowance.

Definition

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

1. Types of Transportation

Employees, **when** authorized, **should use**:

- public transportation;
- CBC owned or rented vehicles;
- **taxicabs**;

in that order of preference.

Allowable expenses are:

- **fares** on public transit systems;
- taxis, if no **taxi** voucher system is in effect;
- cost of extra assistance **in** handling equipment.

Reimbursement is by Petty Cash Voucher (CBC 13 Bil). If the amount **exceeds petty** cash Limits, Travel Authorization Request (CBC 466) should be used.

Receipts must be provided for all taxi **fares** above \$10.00. In many locations, CBC **has** implemented a taxi-voucher system, to be used by locally-based employees.

2. Private Automobile

Employees may **use** their own automobiles **only** in accordance **with** the conditions outlined in HR Policy No, 9.0 Travel - Canada, Section 2. e).

Reimbursement is at the rate **specified in Appendix A.**

Special provisions apply to cinematographers, transmitter technicians **and Sales** Department employees **involved** in direct selling. Collective agreements apply.

3. Local Transportation - Between Work and Home

Employees are responsible for transportation to and from work at their own expense. **In** unusual circumstances, however, and in accordance **with** *local* practice a supervisor may authorize **taxi** service or **a** kilometre allowance for transportation between the workplace and an employee's **home**.

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Supervisors should **ensure** that **such** authorization does not become routine and that it is used only for unusual situations. Depending on local conditions, management **may set** further limitations or restrictions on the use **of** taxis or kilometre allowances for this purpose.