

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CANADIAN BROADCASTING  
CORPORATION**



**AND**

**THE CANADIAN MEDIA GUILD**



**UNIT 1**

**(PROGRAM PRODUCTION & PRESENTATION UNIT)**

**UNIT 3**

**(GENERAL ADMINISTRATIVE UNIT)**

**NOVEMBER 22, 2001 - MARCH 31, 2004**

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# **COLLECTIVE AGREEMENT**

**between**

**The Canadian Broadcasting Corporation**

**and**

**The Canadian Media Guild**

**Unit 1 – Program Production and Presentation**

**Unit 3 – General Administrative Unit**

**November 22, 2001 – March 31, 2004**

## **COMMON ARTICLES**

**All articles and appendices in this section are applicable to employees in CMG Units 1 (Program Production and Presentation) and 3 (General Administrative Unit).**

## Article 1

### **PURPOSE AND INTENT**

#### 1.1 General Purpose

It is the intent and purpose of this **Collective** Agreement to recognize the community of interest between the Canadian Broadcasting Corporation and the **Canadian Media Guild** in promoting the utmost cooperation between the Corporation and its employees, consistent with the rights of both parties. It is further the intent of the Agreement to foster **an open and professional relationship** which shall prevail at all times between the Corporation and the employees, and to this end this Agreement is signed in the spirit of good faith by the 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. It is further agreed that the Union and its members will fully support the Corporation in maintaining the highest quality programs, ensuring value to the Canadian public.

#### 1.2 Employee Rights

**It is the intention of the parties that this agreement be interpreted and applied in accordance with its true intent and consistently with its objectives. The parties recognize that employees' rights as defined in the collective agreement are relevant within a broad range of issues, including but not limited to discrimination, employment equity, pay equity, harassment, accommodation of disability, family and child care, job security, and training and education. For greater clarity, the following outline of Employee Rights shall govern the interpretation and application of this agreement:**

- a) **The Corporation and the Union recognize the inherent right of every employee to work in an environment characterized by mutual respect, dignity, fairness and well-being. The parties affirm their opposition to all forms of discrimination against and harassment of the employees.**
- b) **The Corporation commits to providing leadership and assistance to employees in an even-handed way.**
- c) **The parties are committed to the thoughtful resolution of disputes and issue of concern in a timely and responsible way. The parties also agree not to use technical arguments to impede the resolution process.**
- d) **Employees have the right to work in an environment that respects their personal privacy and is free from surveillance, either overt or covert, subject to legitimate security needs.**
- e) **The parties' respective rights under this Collective Agreement will be exercised in a fair and reasonable manner and consistent with the terms of this Agreement.**

## Article 2

### **OFFICIAL TEXT**

#### 2.1

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 collective agreement was negotiated shall prevail.

#### 2.2

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

## Article 3

### **PERFORMANCE MANAGEMENT AND STAFF DEVELOPMENT**

#### 3.1

The parties promote excellence at every level within the organization and such excellence can be accomplished through a positive, transparent performance management process.

#### 3.2

The intent of the performance management process is to ensure all employees know what is expected, what standards and goals have to be met and that employees are afforded opportunities to develop and perform to their full potential in their position.

#### 3.3

The employee has a key role along with his/her supervisor to jointly develop the goals and objectives of his /her performance management program.

#### 3.4

An integral part of this process is to provide an employee regular dialogue and feedback about their performance and enable employees to give structured feedback on the way they perceive their work. Performance management process will be conducted at least once a year.

#### 3.5

The parties agree to develop, implement and maintain a performance management process consistent with overall

functions and objectives. It is agreed that it must be an open and honest system in which the employees have confidence.

### 3.6

The Corporation and CMG have agreed to a “Performance Management and Staff Development Process” as detailed in Appendix I and signed by all parties on November 20, 1998 **and as updated July 18, 2002**. The implementation will be guided by this agreement and the Joint Performance and Staff Development Committee.

### 3.7

The performance management process should assist the employee and his/her supervisor to recognize potential, identify training aspirations, and plan future assignments.

### 3.8

The parties agree that the performance management process will not be used as a substitute for discipline, and shall be separate from other appraisal, reviews and salary negotiations.

### 3.9 Career Development

The parties also agree to develop a skills inventory system. A skills inventory is a record of the skills, experience, education (including CBC training), and career aspirations of employees in the bargaining unit.

### 3.10

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

management process 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, counseling, secondments, sabbaticals and other vehicles which allow an employee to obtain and maintain the knowledge, skills, ability, techniques, and experience. An integral part of this process is also to allow employees to choose a career path within the Corporation and to provide them with opportunities through the performance management process to achieve their goals in order that their career aspiration may be met.



## Article 4

### **DISCIPLINE**

#### 4.1

The parties agree the purpose of discipline is correction. Its primary purpose is to ensure employees perform their duties in a manner which does not interfere with the Corporation's right to conduct its business or rights of other employees. It is agreed the parties will deal promptly with matters of discipline.

#### 4.1.1

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.

#### 4.2

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

#### 4.2.1

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.

#### 4.2.2

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

#### 4.2.3

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 within twenty (20) working days of the discussion. A copy will be sent to the local union officer.

#### 4.2.4

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.

#### 4.2.5

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

In cases of harassment, the Human Resources policy on Harassment will be followed except when the incident is so serious that discipline would be an appropriate response. Under the Harassment Policy, discipline (if warranted) will not occur until the "Procedures Process" under the Policy have been completed. This applies to step 3 of such a procedure if a senior management review occurs.

#### 4.2.6

When any discipline is found to be unjustified all documents related to the imposition of discipline and action taken, shall be removed from the employee's record and destroyed.

Furthermore, any and all records of the unjustified discipline shall not be used against the employee at any future time.

#### 4.3

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.

#### 4.4

There shall be no dismissal of full-time permanent continuing employees who have completed their probationary period except for just and sufficient cause. The Corporation shall notify the Guild in writing of all dismissals. This notice shall contain the reasons for the employee's dismissal. No dismissal of an employee, except in the case of gross misconduct, shall take place until the procedures outlined in this Article have been followed.

#### 4.5

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.

#### 4.6

All documents referring to discipline shall be removed from the

employee's status and pay file when the employee has completed two (2) years with no further infractions.

#### 4.6.1

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

## Article 5

### **REVIEW PROCESS**

#### 5.1

When an employee is not meeting the requirements of his/her job and is in continuing need of improvement to meet the requirements of the job, the employee's manager will advise the employee in writing at least five (5) working days in advance that he/she will be subject to the provisions of this article. This is a remedial process which at no point will be viewed as disciplinary. At a first meeting in this process, the manager will review with the employee the need for improvement, the duties and responsibilities of the job and what is expected of the employee. The manager will provide the employee written instruction and guidance and the opportunity to meet the requirements for the job.

It is understood that this process does not apply to an employee who has returned from sick leave with a work restriction or disability that is impacting on his/her performance on the job.

#### 5.1.1

The employee will have the right to have a union representative as an advisor during any review meeting throughout this process, if requested.

#### 5.2

After three (3) months a joint review will take place between the employee and her/his manager.

#### 5.2.1

If the employee is meeting the expected requirements of the job on a continuing and consistent basis, this will be stated in writing and jointly signed off, thereby ending the review process.

### 5.2.2

If the employee continues to need improvement to meet the expected requirements of the job, the employee's manager and the employee will meet again to review the duties and responsibilities of the job and what needs to be improved to meet acceptable requirements. A written joint action plan will be created and the employee will be given another opportunity to meet the identified requirements. Such an opportunity could include training, re-training, assignment with a mentor, re-assignment.

### 5.3

A further review will occur three (3) months from the signing of the joint action plan in 5.2.2.

#### 5.3.1

If the employee is meeting the expected requirements of the job on a continuing and consistent basis, this will be stated in writing and jointly signed off, thereby ending the review process.

#### 5.3.2

If the employee continues to need to improve to meet the expected requirements of the job at acceptable standards a further written joint action plan will be developed. This additional plan will not exceed another three (3) months.

### 5.4

If at the end of this period the employee does not meet the requirements of the position, the following will occur.

- a) Vacancies at the same or lower salary level will be canvassed, if one is found and if the employee has the clear demonstrated ability to meet the requirements for the vacancy, he/she will be placed in the vacancy without a posting. In the event of a placement at a lower salary group, the employee will be placed on the salary scale of the lower salary group at the step closest to but not more than their existing salary step.
- b) If after the above-noted process has been followed and a position is found but refused, or if no position is found, the employee will be laid-off with no bumping rights, with the appropriate layoff pay. He/she will be placed on a re-employment list and given re-employment rights as per clause 118.9 (Unit 1) or 312.5 (Unit 3).

## 5.5

Once the matter has been resolved, all documents related to this process will be removed from the employee's Status and Pay file.

## 5.6

The review process will not be applied to any employee more than once while the employee is in the same job. It is further agreed this will not be used as a substitute for the disciplinary process and will be used in good faith.

## Article 6

### DISCRIMINATION

#### 6.1

The parties will not discriminate against employees with respect to sex, colour, age, disability, religion, creed, race, ethnic or national origin, marital or parental status, sexual orientation, political affiliation, **membership or activity in the Union, or conviction for an offense for which a pardon has been received.**

#### 6.2

Where there is an allegation that the application of the Collective Agreement has an adverse discriminatory effect on an employee (with the exception of the application of seniority under this Agreement), 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).

#### 6.3

Employees shall enjoy equal rights under this Collective Agreement in accordance with the Canadian Human Rights Act and CBC policies as they relate to an area of a prohibited ground of discrimination.

#### 6.4

**Employees in same-sex relationships shall have the same marital and family status as employees in common-law relationships with respect to all matters covered by the Collective Agreement. Benefits and entitlements under this collective agreement will not be denied to same-sex**



**partners.**

## Article 7

### **HARASSMENT**

#### 7.1

The parties recognize the right of employees to work in an environment free from all forms of personal or sexual harassment.

#### 7.2

Harassment is defined as engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome.

#### 7.3

When a complaint is filed, the Corporation will take immediate action in investigating to resolve the issue and to protect the rights and well being of all parties involved. Upon filing a complaint alleging personal or sexual harassment, it will be dealt with in accordance with the Corporation's policy which is appended hereto but not forming part of the Collective Agreement. Further, the Corporation will undertake disciplinary measures as required. Such disciplinary action when taken against a member of this bargaining unit shall be subject to the provisions of this Collective Agreement.

#### 7.4

An employee alleging harassment in the workplace as described above, if other suitable work is available, has the right, after informing the supervisor, to be assigned to such other suitable work until such time as an investigation has been undertaken.

#### 7.5

Harassment will have the same meaning as defined in the Federal Human Rights legislation.

7.6

Nothing in this Article shall replace an individual's right to file a complaint in accordance with Federal Human Rights Legislation.

7.7

No employee risks reprisals as a result of filing a complaint in good faith, or being the party to the investigation of a complaint.

7.8

**Human Resources Policy No. 1.1 will remain in effect for the life of this agreement. It will remain attached to the collective agreement on the same basis as it is currently.**

## TECHNOLOGICAL CHANGE

### 8.1

Technological change means the introduction by the Corporation into its work, undertaking or business, of equipment or material of a different nature or kind than that previously utilized by the Corporation in the operation of the work, undertaking or business and a change in the manner in which the Corporation carries on the work undertaking or business that is directly related to the introduction of that equipment or material.

### 8.2

Where the Corporation proposes to effect a technological change that is likely to affect the terms and conditions of employment of a significant number of employees to which this collective agreement applies, then the Corporation shall give notice to the union at least one hundred and twenty (120) days prior to the introduction of new equipment or material different in nature or kind than that previously utilized.

Such notice referred to above shall contain:

- the **reason for and** nature of the technological change;
- the date on which the Corporation proposes to effect the technological change;
- the approximate number and type of employees likely to be affected by the technological change;
- the effect that the technological change is likely to

have on the terms and conditions, or security of employees affected.

### 8.3

The parties agree that Sections 52, 54 and 55 of the Canada Labour Code do not apply during the term of this collective agreement.

### 8.4

The following steps are intended to assist employees affected by any technological change.

After notice as per clause 8.2 is given, the parties shall meet and discuss the technological change with a view to minimize or avoid adverse effects and to discuss options to assist employees who are affected by technological change to adjust to any adverse effects associated with such technological change.

The parties shall also discuss a number of possible alternatives for affected employees which can include:

- retraining;
- reassignment and/or relocation to an available position.

When such reassignment or relocation is required, the posting provisions of the collective agreement shall not apply.

### 8.5

Affected employees shall first have the opportunity to be redeployed to a vacant position in order of Corporation seniority. However no employee is to be redeployed to a vacant position unless he/she possesses the demonstrated

occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. Redeployment will occur in the following order:

- i. redeployment to a vacant position in the bargaining unit at his/her location;
- ii. redeployment to a vacant position in any other bargaining unit at his/her location;
- iii. redeployment nationally to a vacant position in the bargaining unit;
- iv. redeployment nationally to a vacant position in any other bargaining unit.

## 8.6

If an employee is unable to be redeployed to a vacant position he/she shall displace in order of Corporation seniority. However no employee is to be displaced by an employee with more Corporation seniority unless the latter possesses the demonstrated occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. Displacement will occur as per the process in 118.3 (Unit 1) or 312.2.1 (Unit 3).

## 8.7

At any time during this process the Corporation may offer the employee an alternative position that may require reasonable training. Such redirection would be to a position for which the employee does not possess the demonstrated occupational qualifications of the job as described in the selection criteria.

The Corporation will provide reasonable training and/or assistance to help the employee to adjust to such a career

change. The employee has the right to refuse such an offer of special redirection.

## 8.8

If an employee, who is not protected by virtue of clause 118.10 (Unit 1) or 312.2 (Unit 3), is unable to be redeployed to a vacant position, or to displace another employee, or refuses an offer of special redirection as provided above, the employee may choose either of the following:

- i. He/she shall be laid off and receive at least four (4) weeks notice of technological change or four (4) weeks equivalent pay in lieu of notice and a separation allowance equal to one (1) week's pay for each six (6) months of service or major portion thereof with the Corporation.

The employee will have recall rights for twelve (12) months following the date of layoff. If, during the twelve (12) month period, the employee chooses to waive his/her recall rights he/she will immediately receive educational funding equal to one (1) week's salary per completed year of service or major portion thereof.

In any case, the educational funding will be available at the conclusion of the twelve (12) month recall period; or

- ii. He/she shall resign from the Corporation and 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 (1)

week's pay for each six (6) months of service or major portion thereof with the Corporation.

In addition, the employee will immediately receive educational funding equal to one (1) week's salary per completed year of service or major portion thereof.

## 8.9

If an employee, who is protected by virtue of clause **118.10 (Unit 1) or 312.2 (Unit 3)** refuses to be redeployed to a vacant position, or to displace another employee, or refuses an offer of special redirection as provided in 8.7, the employee will be laid off in accordance with **the article in question**.

Such employee will not be eligible for educational funding of one (1) week per year of service.

## 8.10

Employees who accept retraining, reassignment or relocation may be subject to a trial period up to a total of twelve (12) months.

### 8.10.1

If an employee fails during the trial period, he/she will be declared redundant and dealt with in accordance with Article 118 (Unit 1) or 312 (Unit 3).

## 8.11

The parties agree to expedite any joint committee process at the Local and/or National levels to deal with technological change. Decisions regarding redeployment, displacement and



layoff of employees affected by technological change will have been completed by the end of the six (6) month period following the notice of technological change to the Union. This process may be extended by the mutual agreement of the parties.

8.12

Where appropriate, the parties will utilize the services of **Human Resources Development Canada** of the Federal Department of Employment and Immigration.

## **INTRODUCTION OF NEW WORK METHODS AND PRACTICES**

### **9.1**

The Corporation recognizes the role of the Union in representing its members when changes in work methods and practices are contemplated. Therefore, when the Corporation considers changes to its work methods and practices in a manner which is likely to have a material affect on the working conditions of employees, the Corporation shall give notice and consult fully with the Union at the national level. Such consultation will provide reasonable notice of upcoming change.

### **9.2**

Such notice and consultation shall include:

- the reason for and nature of the change;
- the date on which the Corporation proposes to effect the change;
- the approximate number and type of employees likely to be affected by the change;
- the effect that the change is likely to have on the terms and conditions or security of employees affected.

### **9.3**

After notice is given, the parties shall meet and discuss the change with a view, where possible, to minimizing or avoiding adverse effects in order to discuss options to

assist employees.

### 9.3.1

The parties shall discuss a number of the processes for the introduction of new work methods and practices. The parties shall also discuss issues that may arise because of the changes. These could include:

the need for retraining;

reassignment for certain employees;

the role of Health Services;

the physical, emotional and psychological impact on employees.

### 9.3.2

When reassignment is required, the posting provisions of the Collective Agreement shall not apply.

### 9.4

Where it can be demonstrated that the changes may cause a speedup or hardship the process as set out in Article 10 (Workload) will apply.

### 9.5

When a change in a method or practice results in the elimination of positions and/or results in layoffs, the appropriate provisions of the collective agreement concerning technical change and/or layoff and recall shall apply.

## **WORKLOAD**

### **10.1**

The following process has been agreed as one method of addressing workload issues. Management and the Union are committed to monitoring the workload issue through this process and where appropriate make serious attempts to rectify the problem.

### **10.2**

If an employee feels his/her ongoing workload is excessive, he/she should discuss it with the manager.

### **10.3**

If excessive workload is recognized by the manager he/she will then make serious attempts to rectify the problem. Such attempts will include seeking input from the employee. In addition, without limitation, the manager may take such actions as:

- Re-assignment of duties elsewhere
- Re-assignment of the employee
- Assigning other persons to help with workload
- Training
- Examination of other factors which may include shift patterns, breaks, assignment locations and sites

### **10.4**

**There shall be no imposition of unreasonable workload**

upon any employee constituting in fact a speedup.

#### 10.5

Where the absence of one or more employees may create a significant increase in workload for other employees, the employer will review the issue(s) raised and look at a number of ways to attempt to relieve the workload issue. This may include assignment and re-assignment, the hiring of temporary staff to ease the workload or other arrangements within the workplace.

#### 10.6

The Corporation will take steps to ensure that employees are not assigned excessive hours on a continual basis, which could lead to the unreasonable fatiguing of employees.

#### 10.7

Where there is a disagreement between the manager and the employee(s) over the issue of workload or the proposed remedy, the designated Officer of the Union in the location and the local Human Resources Manager will meet to explore solutions, which may include referral to a local process. In the event the matter is not resolved at the local level, it shall be referred to the National Grievance Committee for resolution.

## Article 11

### **SHIFT DIFFERENTIAL**

#### 11.1

For scheduled employees, all work performed between midnight and 7:00 a.m. shall be compensated for at fifteen percent (15%) of the basic hourly rate in addition to regular salary. This additional payment applies only to the time worked between midnight and 7:00 a.m.

## Article 12

### TRAVEL

#### 12.1

When travelling on Corporation business, employees shall be reimbursed for all expenses as incurred and as authorized. The intent of this Article is to ensure fair and just treatment of employees, and to ensure an accurate, timely and proper accounting by employees with respect to expenses incurred when travelling on Corporation business and to further ensure that:

- a) employees are to travel by the most economical and efficient means;
- b) 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;
- c) travel is to be by the shortest direct route, and advantage should be taken of return ticket rates and special fares;
- d) additional expenses incurred for personal reasons such as personal stopovers will not be allowed.

#### 12.2 Travelling Time Credits

##### 12.2.1

For pay purposes, regularly scheduled employees shall be credited with all time spent in travelling on Corporation assignment except as provided in 12.2.2.

### 12.2.2

When travelling is on a common carrier between the hours of 12:00 midnight and 8:00 a.m. local time, and suitable sleeping facilities are available, no time credit shall be allowed. When travelling is designated by the Corporation on conveyances which do not have suitable sleeping facilities, time credit shall be allowed on an hour for hour basis.

### 12.3

On secondment or training as detailed in the Corporation's Travel Policy, a reduced per diem allowance may be set in advance provided that the employee and the Union are advised in writing, indicating the circumstances for such a reduction as soon as the Corporation sets such a reduction.

### 12.4

Employees on assignments in excess of ten (10) days will be reimbursed for laundry expenses supported by receipts in addition to the normal per diem rate.

### 12.5

Employees on overnight out-of-town assignments will, if available, be entitled to single room accommodation with shower and/or bath facilities.

### 12.6

Employees on out-of-town trips in excess of five (5) calendar days will be entitled to reimbursement for the cost of the first five (5) minutes of a phone call to the employee's home location limited to two (2) such claims per week.

### 12.7



Operational requirements permitting, for out-of-town assignments, the Corporation will, where possible, assign days off at the home location prior to and/or following the out-of-town assignment. An employee who is assigned out of town but within Canada for a continuous period in excess of eight (8) weeks will be entitled to one (1) return trip to his/her home base at Corporation expense for each five (5) weeks of such assignment.

## 12.8 Travel to and from Work

### 12.8.1

Transportation via taxi cabs shall be provided at the expense of the Corporation for those employees in the bargaining unit required to travel to and/or from work at hours when other public transportation is not available. Such transportation shall only be paid for that portion of the employee's travel where public transportation is not available, and shall be reimbursed by the Corporation to a maximum of ten dollars (\$10.00). This maximum may be exceeded, where authorized, and receipts shall be required.

### 12.8.2

If an employee is assigned by the Corporation to work at more than one place in the same area on the same day, the Corporation shall furnish transportation as laid down in the Corporation's Local Transportation Policy.

## 12.9 Travel Accident Insurance

### 12.9.1

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

## 12.10 Use of Employee's Car

### 12.10.1

It is expressly agreed that the use of an employee's car in executing the business of the Corporation is not compulsory and he/she may, at his/her discretion, decline to do so. However, if he/she uses his/her car with prior authorization from the Corporation for this purpose the provisions of the Corporation's Travel and Local Transportation Policies shall apply.

### 12.11

Other approved expenses can be allowed in accordance with the policy on Travel and Entertainment Expenses.

## Article 13

### **WORKING CONDITIONS AND SAFETY**

#### 13.1

The Corporation and the Union agree to cooperate to ensure compliance with Part II of the Canada Labour Code (Occupational Safety and Health) together with the regulations that may be issued by the Corporation to ensure safe, healthy and hygienic working conditions.

#### 13.4

The Corporation undertakes not to impose on an employee against his/her will an assignment involving risks disproportional to the normal requirements of his/her position. When an employee anticipates that an assignment will involve encountering hazards of an extraordinary or unusual nature that would not normally be encountered in the course of his/her duties, he/she may request assistance, such assistance not to be unreasonably withheld.

#### 13.5

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

#### 13.6

The Corporation shall supply adequate protective clothing

and/or safety devices for employees where conditions require their use and to supply other special attire when required. Such clothing or devices are supplied for an employee's protection and their use is mandatory.

### 13.7

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.

### 13.8

**Necessary efficient working equipment shall be provided to employees and paid for by the Corporation. However, it shall be the employees' responsibility to report the loss or damage of any CBC equipment immediately as it becomes known to the employee.**

#### 13.8.1

It is the obligation of the employee to take reasonable care of such equipment. It is the obligation of the Corporation to properly maintain such equipment.

### 13.9 Equipment

The Corporation shall obtain proper equipment from reputable suppliers who are able and willing to give advice and assist in resolving any problems that may arise. Before the equipment is installed, the Corporation shall consult with the Union, at the local level, on the design and installation of such equipment, and agrees to discuss the environment in which it is installed.

The Corporation also agrees to ensure proper regular maintenance of equipment and provide regular safety

inspections. The results of such monitoring and inspections shall be made available to the Union.

### Lighting

Terminals must be installed in such a way that glare shall not be a problem.

### Furniture

The Corporation will provide adjustable chairs when requested to avoid fatigue to VDT users. The Corporation will also provide brackets or stands that allow the terminal to be raised and lowered, and that allow for the adjustment of the distance between the user and the terminal. **Adjustable keyboard trays will be provided. The Corporation will endeavour to meet reasonable requests for the provision of other ergonomically friendly aids such as armrests, footrests, keyboards, backrests and document holders.**

### Shielding

The Corporation **agrees to conform to all Federal Government standard exposure limits.**

### Eye Examinations

The Corporation shall grant, if required, leave for an employee to have a yearly eye test by an ophthalmologist. It is the employee's individual responsibility to take the test.

### Special Corrective Eye Glasses

When not specifically covered by any medical plan, the Corporation shall pay for special corrective eye glasses required by a full-time employee, on the recommendation of an ophthalmologist, for the specific and exclusive purposes of using a **computer monitor** or similar equipment.

### Rest Breaks

**It is recognized that employees who do work involving repetitive or static functions require regular breaks in the**

**work pattern. In situations where natural breaks do not occur, employees will discuss specific accommodations that may be necessary with their supervisor.**

### Pregnancy

An employee who is pregnant shall discuss with her manager (supervisor) the accommodation of her health concerns through the provision of personal protective equipment; or, where practicable, through temporary transfer to another job function.

**When** an employee's pregnancy is confirmed, the Corporation will, where possible, keep the employee in her job or in another job in the same workplace by substituting the form of technology used. In the event that this is not possible, the employee may ask for re-assignment to still other work. Where this is not possible the Corporation will endeavour to find the employee alternate work outside the bargaining unit.

Where no suitable re-assignment is available in the location, the employee will be granted absence without pay for Maternity Leave.

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

## POSTING OF VACANCIES

### 14.1

Postings will appear on an appropriate corporate bulletin board and electronically for two (2) calendar weeks when an existing or newly created position involving work of a permanent nature in the bargaining unit is to be filled, or in cases of a planned temporary position of more than six (6) months in duration (e.g. Parental leave). Vacancies in the Program Production and Presentation Unit will be posted nationally. In the Administrative Unit, national postings will apply in the Support or Specialist Family, and other vacancies requiring posting will be done regionally. Postings will be as far in advance as possible.

#### 14.1.1

Nothing shall preclude the Corporation from simultaneously or subsequently advertising vacancies elsewhere.

#### 14.1.2

A notice of vacancy shall contain the following information: classification, status of employment, salary grouping, salary range, location, affiliation, expiry date and whether future mobility may be required as a condition of employment. Strip postings which summarize notices of vacancy will also provide this information.

#### 14.1.3

A notice of vacancy will include a Statement of Qualifications, which will provide a description of the job function and of the tasks to be carried out. It will outline the objective and subjective criteria, with their relative importance, to be applied in the selection process.

#### 14.1.4

Applicants will be asked to respond with their demonstrated qualifications for the position as they relate to the posted criteria in the Statement of Qualifications. Applications must be received by Human Resources before the close of business of the expiry date of the posting.

#### 14.1.5

A notice of vacancy can be qualified with specific conditions regarding application. These could include, by way of example only, a statement of preference for local candidates or information that a strong candidate was known to exist at the time of posting.

#### 14.1.6

An employee may submit his/her application in advance of the posting date for a specific vacancy if the employee expects to be out of town on assignment or on annual leave for a period exceeding five (5) days. This application will be kept by Human Resources for thirty (30) calendar days.

#### 14.2

The reclassification of a position occupied by a full-time permanent employee will not be deemed a vacancy under the provisions of this Collective Agreement, and therefore will not be subject to any posting requirements.



### 14.3

The provisions of the posting article will not apply in the case of transfers within a classification but any vacancies created by such transfers will be treated in accordance with this Article.

### 14.4

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

### 14.5

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

### 14.6

Any employee who applies for a new position or a vacant position shall receive written acknowledgement of such application no later than ten (10) days following the closing date of posting. All candidates who meet the statement of qualifications will be interviewed. An applicant will be advised of whether or not he/she will be interviewed by members of a selection board (if one is set up). Such will not be required for temporary or entry level positions.

### 14.7

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

### 14.8

When filling a vacancy, at least the minimum Transfer and Removal provisions, or their equivalent, as contained in the CBC policy on Relocation, will apply.

## **TRAINING AND PROFESSIONAL DEVELOPMENT**

### **15.1**

The Corporation recognizes the value of training and professional development for present and future needs and agrees to provide employees in the bargaining unit with opportunities to participate in training programs that will broaden the employee's skills in broadcasting and enhance levels of performance.

### **15.2**

The Corporation shall provide an employee on permanent transfer to another location, or promotion to a higher classification, or on return to employment after an absence of one (1) year or more, with at least one (1) week of job orientation.

### **15.3**

Employees will be encouraged through the performance management process to signify their specific interests in career development. Training needs will be jointly identified. The parties are committed to the development of staff consistent with the Corporate Training Policy. Decisions on training of CMG members will be based on the operational requirements of the CBC, obligations undertaken under the Performance Management and Staff Development provisions of the collective agreement, and the individual needs of the employees.

On a yearly basis, each employee shall identify training needs or educational opportunities that will advance

required skills in their present position and/or provide opportunities for career development. Such identified training needs or opportunities will be given serious consideration by the Corporation. Where approved, such training, including any leave required, may be funded by the Corporation.

#### 15.4

A national joint committee on training will be established. Through this committee the parties shall identify training and development needs for the Corporation and Canadian Media Guild members and provide advice to the Corporation on programs or services available to meet those needs. The Corporation through the joint committee undertakes to inform employees of training courses offered by the Corporation.

The parties agree that the national joint committee on training will meet regularly to discuss and elaborate on broad principles of training. The formulation of membership in this group will be finalized upon ratification of this Agreement.

As part of the local joint committee process, the parties shall identify training and development needs and make recommendations to the national training committee.

#### 15.5

Employees, at their request, may have documents related to their upgraded knowledge or skills placed in their skills inventory and/or their Status and Pay files and/or Human Resources file.

In accordance with its prevailing corporate educational policy, the Corporation will, at its expense, send employees to courses when it is in the Corporation's interest or when it is a job requirement, in order to encourage employees to develop and improve their job performance.

Furthermore, the Corporation may grant leave without pay or may pay part or all of the registration and tuition fees of a course which has been approved by the Corporation and which the employee wishes to take, providing such course relates to the type of work done by the employee.

#### 15.6

At the commencement of work, new employees will be provided up to two (2) weeks of supervised on-the-job training.

#### 15.7

Long-term and continuing freelancers will be eligible to participate in CBC training programs.

#### 15.8

The parties agree to afford entry-level employees the opportunity to develop their abilities by filling minor assignments at a more senior level. The Corporation undertakes, either through notice of such assignments or other forms of communication in the location where the assignments occur, to advise these employees when such opportunities are available. To conform with this intent, such employees shall be given opportunities when it is practical.

## 15.9

**Recognizing the mutual benefits derived from training, while employees are attending a Corporation-assigned course they shall be paid at their regular salary. Where training occurs on an employee's scheduled day or days off, the employee shall be given time off in lieu on the basis of a day off for a day off and all overtime and penalty provisions of the Collective Agreement will be waived.**

## 15.10

**Employees who take courses on their own time which are directly related to their current position and/or professional development within the Corporation as identified through the Performance Management/Staff Development process shall be assisted by the Corporation, subject to a written request and prior approval. Such assistance may involve partial funding and/or leave with/without pay.**

## 15.11

**When an employee is required to travel on a scheduled day off or a statutory holiday he/she shall be granted an alternate day off to be taken at a mutually agreed time. All other travel time in connection with training activities shall not be compensated.**

## 15.12

**The parties recognize that the provisions of training under this Article are subject to funds being made available by the Corporation for the purpose of training.**

## 15.13

**When an employee is assigned to train other employees, he/she shall be entitled to a training premium of twenty-five dollars (\$25.00) per day in addition to normal pay.**

**Training assignments must be pre-authorized.**

**Training assignments include any or all of the following responsibilities:**

**the development and/or presentation of formal training programs;**

**theoretical and/or practical instruction;**

**evaluation of trainees participating in a course, complete with recommendations with respect to training objectives, programs and results.**

#### 15.14 Interns

Internship programs may be created within the jurisdiction of the Canadian Media Guild. Such programs will be developed by the Corporation after input from the union. The development process will include but not be limited to issues such as: the duration of the program, number of participants, publicizing of the program, selection of participants and training necessary for trainers.

Internship programs will be guided by the following principles:

The training and development of existing staff members will be dealt with under this article and a balance will be considered between the training of interns and staff employees.

No training will be provided without daily mentoring and/or

supervision.

The Corporation will not exploit interns and mentors by requiring them to perform tasks outside the direct scope of the internship program.

Bargaining unit members will not be forced to provide mentoring or supervision to interns.

Interns are part of a training initiative, and will not be used to augment or replace existing staff, or to avoid filling a vacancy.

## **EMPLOYMENT EQUITY AND DIVERSITY IN THE WORKPLACE**

### **16.1**

The Corporation and the Union recognize the need to achieve equity in the workplace so that all employees are treated with dignity and respect, and are provided the opportunity to achieve their full potential.

This means women, aboriginal peoples, people with disabilities and people who are, because of their race or colour, in a visible minority may require the implementation of special measures and accommodation.

The parties also recognize the need for and encouragement of greater awareness and acceptance of diversity in the workplace.

### **16.2**

The Committee shall participate in the preparation of an employment equity plan, in its implementation and in the monitoring of its progress.

### **16.3**

The joint committee already established for this purpose is continued with a mandate to consider ways and opportunities for improving workforce diversity, including employment equity. Committee meetings shall be held three times per year, as a minimum, and more often as the need arises. Committee members shall attend committee meetings and carry out committee work during work hours without loss of pay.

### **16.4**

While respecting the seniority provision of the collective



agreement, in instances where two equally qualified candidates are seeking the same position or promotion, special consideration will be given to a candidate who comes from an under-represented group in that classification and/or area of work.

## **PAY EQUITY**

### **17.1**

**In order to ensure that pay equity concerns with respect to additional remuneration paid to employees doing the same or similar types of work are addressed, the parties agree to establish a standing joint pay equity committee. While the Union and its members reserve their right to refer pay equity issues to the Human Rights Commission, the parties agree that sincere efforts will be made internally to identify and address these issues.**

### **17.2**

**The committee will meet at least four times per year. The committee will select co-chairs and the Corporation will ensure that minutes of all meetings are kept.**

### **17.3**

**The Corporation will resource the committee with all relevant information in order that the committee can complete its work.**

## Article 18

### **ANNUAL LEAVE**

#### ANNUAL LEAVE CREDITS

##### 18.1

Leave with pay shall be granted to an employee for the purpose of vacation at the rate of one and one-quarter (1 1/4) days for each completed calendar month of service, up to a maximum of fifteen (15) working days (i.e. three (3) calendar weeks).

##### 18.1.1

- a) An employee who has completed eight (8) years of service shall be granted four (4) weeks of annual leave;
- b) An employee who has completed twenty (20) years of service shall be granted five (5) weeks of annual leave.
- c) An employee who has completed twenty-five (25) years of service shall be granted six (6) weeks of annual leave.

##### 18.2

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.

##### 18.2.1

Leave accumulated in one (1) fiscal year will be granted to an

employee in the following fiscal year, except as provided herein.

### 18.3

Upon separation from staff an employee will receive a cash payment equivalent to salary for unused annual leave credits. Such payment will be calculated at the rate the annual leave was earned but not taken.

### 18.4

Employees who are currently earning or receiving annual leave entitlements greater than the entitlements outlined in this Article, shall continue to receive the same extra entitlement(s). However, it is understood that no further entitlements will be given until eligibility is achieved which places the employee on the schedule of entitlement(s) in accordance with the Collective Agreement requirements. This clause will cease to exist at the expiration of this Collective Agreement unless otherwise agreed to.

## SCHEDULING ANNUAL LEAVE

### 18.5

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.

#### 18.5.1

It is further understood that the Corporation reserves the right to schedule or assign employees any outstanding annual vacation accruals. However before exercising this right the Corporation will meet with the employee to discuss the assignment or scheduling of accrued annual leave. Every effort will be made to schedule such leave in a manner that is satisfactory to both parties.

#### 18.6

The Corporation and the employee may agree to carry annual leave credits into the next fiscal year in accordance with Federal legislation.

#### 18.7

In the event an employee selects more than one (1) set of vacation dates within the same period, the exercise of seniority rights shall apply to only one (1) set, and this set must be designated at the time of indication.

### ANNUAL LEAVE - OTHER CREDITS

#### 18.8

An employee, whose vacation time includes a holiday, shall receive a credit of a day added to the vacation period or a day off apart from the vacation period as mutually agreed. The employee's days off shall be scheduled to coincide with the vacation in the weeks preceding and following the vacation period whenever possible.

## 18.9

While on annual leave, if an employee's leave is interrupted for a period of five (5) consecutive calendar days or more through serious illness or injury which involves treatment at a hospital or medical clinic, the period of annual leave so displaced shall be charged against the employee's special leave or sick leave credits or Short Term Disability leave as appropriate when medical evidence satisfactory to the Corporation is provided. By mutual agreement between the employee and the Corporation, the annual leave so displaced may be added to the end of his/her scheduled leave period or rescheduled to a later mutually agreeable date.

## **SPECIAL LEAVE**

### 19.1

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, moving and for unforeseen emergencies. Additionally, it can be granted for marriage of an employee, and for divorce of an employee on the day of court appearance if required and the like. Such special leave will not be unreasonably withheld. When denied, the reason for withholding shall be given to the employee if requested in writing.

Situations as outlined above which may require additional leave of a longer duration shall be discussed by the employee with his/her supervisor. The circumstances will be looked on a case by case basis. As far as practicable and subject to operational requirements, a serious attempt will be made to accommodate such a request. If such a request cannot be met, the supervisor and the employee will canvass other alternatives i.e. vacation leave or leave of absence without pay and the like. Once special leave has been granted the denial of additional leave will not be subject to the grievance procedure.

#### 19.1.1 Bereavement

When a member of an employee's immediate family dies, the employee is entitled to bereavement leave of up to three (3) consecutive days immediately following the day of the death.

If any of the three days coincides with a normal working day, he/she is entitled to a normal day's pay for such days. The

intent is to provide employees with three (3) consecutive days off without loss of income, if any or all such days fall on a normal work day of the employee.

Travel time in addition to the three days may also be allowed depending on circumstances. Such travel time will not be unreasonably denied.

#### 19.1.2

Immediate family means the spouse, parents, children, sisters, brothers, father-in-law, mother-in-law, grandparents, grandchildren, 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 resides.

#### 19.1.3

At the request of the employee and at the discretion of management, special circumstances related to the bereavement can be reviewed on a case by case basis.



## Article 20

### **MILITARY SERVICE**

#### 20.1

For purposes of the following Articles military service means such service as defined in and covered by the Reinstatement of Civil Employment Act, 1946; and an employee who enlists in, or is conscripted for, military service shall be considered on leave in conformity with the provisions of said Act.

#### 20.2

An employee leaving for such service shall receive payment equivalent to salary for annual leave remaining to his/her credit as of the date of his/her leaving for Military Service.

#### 20.3

An employee promoted to take the place of one on leave of absence for Military Service may, upon resumption of employment by an employee honourably discharged from Military Service, be returned to his/her previous position. The employee so promoted and while such promotion is temporary, shall continue to accumulate experience credit which shall govern his/her salary on his/her return to the group from which he/she was promoted. In the event of a subsequent permanent promotion to the higher group which he/she had filled temporarily, the employee shall receive full experience credit in such higher group for the period which he/she had been engaged in that higher group.

#### 20.4

If an employee, upon his/her return from such service, is found to be physically incapacitated to the extent that he/she is

unable to resume his/her former employment, the Corporation shall make all efforts to place him/her in other acceptable employment, and shall consult with the Guild thereon. If such other employment is not found, he/she shall be given his/her severance pay based on continuous years of service.

## 20.5

The Corporation may hire replacements for employees leaving for Military Service. These replacements shall be covered by all provisions of this Agreement, except by the Military Service provisions of this Agreement. If this replacement should leave the Corporation for Military Service, his/her employment shall cease. Upon return from Military Service of the employee so replaced, the employment of the replacement shall be terminated and at such time the replacement shall receive accrued vacation pay and severance pay.

## 20.6

Leave of absence without pay shall be granted to employees upon their request for annual reserve service training in the Canadian Armed Forces whenever operational requirements permit.

## Article 21

### **LEAVE – COURT DUTY**

#### 21.1

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

When an employee is subpoenaed as a witness (not for his/her own case), the employee shall receive regular salary for that period.

In both instances payment is subject to satisfactory evidence.

## Article 22

### **LEAVE WITH/WITHOUT PAY**

#### 22.1

The employer will attempt to meet the needs of an employee in accommodating an employee's request for absence with/without pay.

#### 22.2

Employees must request a leave of absence in writing as far in advance as possible but in any case no less than four (4) weeks prior to the requested commencement of the leave.

#### 22.3

The Corporation shall review the request in light of operational requirements, reason(s) for the leave and whether such a leave is related to the employee's position or career within the Corporation. If the granting of such a leave involves an additional cost to the Corporation, a clear benefit to the Corporation must be demonstrated.

#### 22.4

The Corporation shall provide the employee with a written answer within seven (7) calendar days of the employee's written request (or as soon as possible thereafter should the seven (7) day time limit not be met). If the leave is denied, written reasons shall be provided.

#### 22.5

Employees granted a leave without pay shall not lose their seniority if they report on schedule upon the expiration of

such a leave.

It is agreed and understood that unless other written arrangements are agreed to, seniority will not accumulate while on leave without pay and unless pre-paid arrangements have been confirmed in writing, no benefit plans will apply during the period of leave without pay.

## 22.6

Leave of absence with pay will be in accordance with the Corporation's policy on same.

## 22.7

Requests for LWP or LWOP will be subject to operational requirements and will not be unreasonably denied.

## Article 23

### **PARENTAL LEAVE**

#### 23.1

Upon the birth or legal adoption of a child, all CBC employees who have completed at least six (6) consecutive months of continuous employment will be granted leave of absence, to a maximum of fifty-two (52) weeks, in accordance with the following provisions:

#### 23.2 Maternity Leave

##### 23.2.1

Expectant mothers with at least twelve (12) consecutive months of continuous service who qualify for Employment Insurance Benefits will receive Supplemental Unemployment Benefits for a period of seventeen (17) weeks.

##### 23.2.2

Expectant mothers with at least twelve (12) consecutive months of continuous employment who do not qualify for Employment Insurance Benefits will receive:

- a) two (2) weeks at full pay;
- b) up to fifteen (15) weeks of leave without pay.

#### 23.3 Adoption Leave/Paternity Leave

##### 23.3.1

For the adoptive parents an Adoption Leave, of 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.

An adoptive parent with at least twelve (12) consecutive months of continuous employment will receive Supplemental Employment Benefits for a period of twelve (12) weeks, when the child first arrives home, plus up to five (5) weeks of leave without the SUB plan. Regular CBC paid benefits continue during these five (5) weeks. This period also counts for seniority and annual leave credits.

The biological father may take a Paternity Leave, of up to 12 weeks for the purpose of providing care for his newborn child, as of the birth of the child.

A male employee with at least 12 consecutive months of continuous employment as of the date the employee commences leave, and who qualifies for Employment Insurance benefits, will receive Supplemental Employment Benefits in accordance with the Human Resources policy.

## 23.4 Child Care Leave

### 23.4.1

In addition to the above leave provisions, parents with at least six (6) consecutive months of continuous employment are eligible for up to **thirty-five (35)** weeks of leave for child care purposes. This may be taken at any time within the fifty-two (52) weeks after the child is born or comes into the parent's care and custody. In cases where both parents are employed by the Corporation, the combined leave will not exceed **thirty-five (35)** weeks and may be divided between them.

## 23.5 Absence Without Pay

### 23.5.1

Employees with at least six (6) consecutive months of continuous employment who are granted Maternity, Paternity or Adoption Leave are eligible for a maximum of fifty-two (52) weeks of absence from work for maternity and child care purposes. The total of seventeen (17) weeks of Maternity, Paternity or Adoption Leave plus up to **thirty-five (35)** weeks of Child Care Leave must not exceed a total of fifty-two (52) weeks.

## 23.6 Parental Three-Day Leave

### 23.6.1

Co-parents (that is, the parent who is not taking Maternity, Paternity or Adoption Leave), with at least twelve (12) consecutive months of continuous employment, will be granted three (3) days Parental Leave with pay, for the birth or adoption of a child.

## 23.7 Leave of Absence

### 23.7.1

Subject to eligibility, 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* who is taking a child into his/her home: Parental Three-Day Leave, Child Care Leave, and Absence Without Pay.

## 23.8 Benefits



### 23.8.1 Pension Plan

For employees who qualify for EI benefits and have one (1) year of continuous employment, the first four (4) months of Adoption, Paternity or Maternity Leave will count as pensionable service under the provisions of the Corporation's pension plan but no contributions to the plan will be required from the employee. (The Corporation will continue to pay its share of the plan).

For those with one (1) year of continuous employment who do not qualify for EI benefits, normal pension contributions from the employee will be required for the first two (2) weeks with pay, but will not be required for the following fifteen (15) weeks.

The first four (4) month period counts as pensionable service only if the employee returns to work immediately following Maternity, Paternity or Adoption Leave and other absences permitted under this policy, and resumes pensionable service (i.e. receives salary for fifteen (15) calendar days in a calendar month and therefore resumes contributing under the pension plan).

Employees with more than six (6) but fewer than twelve (12) months of continuous employment proceeding on Child Care Leave may choose to continue pensionable service if they maintain their share of contributions during this period.

Employees who continue on Absence Without Pay beyond Maternity, Paternity and Child Care Leave may choose to continue pensionable service if they pay both the employer and employee shares of the pension contributions. The commitment to pay both shares must be made prior to beginning Child Care Leave, and arrangements to pay must be made immediately after the employee returns to work.

### 23.8.2 Supplemental Employment Insurance Benefits Plan (SUB Plan)

The Corporation's Supplemental Employment Insurance Benefits plan is dependent on the employee's receiving Employment Insurance benefits. As a result, the fifteen (15) weeks of SUB payments cannot start until Employment Insurance benefits begin. The two (2) weeks of SUB payments at ninety-three per cent (93%) of salary will be paid for the two (2) weeks immediately preceding the fifteen (15) weeks, which are paid at seventy-five percent (75%) of the employee's weekly salary.

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

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

### 23.8.3 Other Benefits

- (i) For the period of Maternity, Paternity, Adoption, Parental and/or Child Care Leave, the Corporation will continue payment at no cost to the employee for employer-paid benefits, e.g. basic Provincial Hospital/Medical, supplementary coverage and Basic Group Life Insurance.

During the period of Absence Without Pay, the employee may elect to maintain coverage by

paying required premiums in full.

- (ii) For employee-paid benefits, the employee may arrange to continue coverage, at the employee's expense.

## 23.9 Break In Service

### 23.9.1

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

## 23.10 Annual Leave

### 23.10.1

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

## 23.11 Severance Pay

### 23.11.1

The first four (4) months of Maternity/Adoption/Paternity Leave will count as service for severance pay purposes provided they count as pensionable service.

## 23.12 Leave Requests

### 23.12.1

Requests for Maternity Leave are to be submitted in writing accompanied by a medical certificate, at least four (4) weeks before the starting date (unless there is valid reason why such notice cannot be given). Leave of absence may commence at any time up to the anticipated date of birth, however, Employment Insurance maternity/adoption benefits and therefore SUB plan benefits cannot be applied for until ten (10) weeks before the expected birth week and there is a two (2) week waiting period.

Requests for legal Adoption Leave are to be submitted in writing at least four (4) weeks prior to the completion of Maternity/legal Adoption Leave.

Requests for Child Care Leave are to be submitted in writing at least four (4) weeks prior to the completion of Maternity/legal Adoption Leave.

Requests for Paternity leave should be submitted in writing at least four weeks prior to the start of the leave (unless there is a valid reason why such notice can not be given).

Requests for leave should indicate the intended length of absence.

### 23.13

Upon request, the Corporation will inform each employee on leave of employment, promotion and training opportunities in his/her location.

### 23.14 Returning to Work

#### 23.14.1

The employee must give a minimum of two (2) weeks, but preferably four (4) weeks written notice prior to returning to

work. All employees taking leave will be returned to their former positions, except that, if a valid reason exists for not being returned to the former position, the employee will be assigned to another comparable position in the same location, with the same wages and benefits, and appropriate to his/her skills and abilities.

#### 23.14.2

The employee's supervisor will ensure adequate time for training for technological or operational change (if applicable) is provided after the employee returns to work.

#### 23.15

An employee unable to return to work owing to disability or illness will receive the benefits provided in Article 52, providing the employee has kept up his/her coverage.

#### 23.16

If an employee fails to return to work at the conclusion of the leave of absence that was requested and granted, he/she will be separated from staff on the last date of their authorized absence.

#### 23.17

An employee may request to change the duration of his/her Child Care Leave (within the maximum), upon four (4) weeks advance written notice to the Corporation.

#### 23.18

There shall be no pyramiding or double payment of CBC monies or benefits related to the application of this Article.

## **DEFERRED SALARY LEAVE**

### **24.1.1**

The Deferred Salary Leave program is designed to allow employees to finance a future leave of absence for educational, recreational or other purposes.

### **24.1.2**

To be eligible, an employee must have completed a minimum of two years service as a regular employee effective January 1st of the first year of participation in the plan.

### **24.1.3**

Under the Deferred Salary Leave Plan (DSLPL), employees may defer receiving a portion of their gross biweekly salary for not less than two years and up to five years. This deferred portion will then be paid over the period of the leave of absence. The major advantage to employees participating in the DSLPL is that the deferred portion of their salary is not taxed until it is paid out.

### **24.1.4**

As with any other government regulated program, there are rules regarding participation, deferral of salary and the actual leave of absence. Only employees whose applications have been approved by the Corporation can participate in the DSLPL. Any investment income earned on the deferred portion of salary must be paid out each year as taxable income to the participant. The date of the leave of absence must be selected in advance, must be for a

minimum of six consecutive months to a maximum of twelve months. As per income tax regulations, the employee must return to employment with the Corporation after the leave for a period at least equal to the period of the leave of absence.

#### 24.1.5

Applications to commence participation in the plan must be received three months prior to the commencement of the deferral period. Employees interested in participating in the DSLP should contact Human Resources to obtain applications and further information.

#### 24.1.6

The employee will be considered to be on absence without pay for the period of leave taken.

### 24.2 Introduction

#### 24.2.1

The Deferred Salary Leave Plan is a vehicle provided by the Corporation to eligible employees through which they may defer a portion of their gross biweekly salary exclusively for the purpose of financing a future sabbatical leave.

#### 24.2.2

The Plan is an employee benefit plan within the meaning of the definition in subsection 248(1) of the Income Tax Act and the broad guidelines under which such a plan may operate are contained in the Act and the Regulations.

#### 24.2.3

The objective of the Plan is to provide the opportunity for all regular employees to plan a leave for educational, recreational or any other personal purpose and to save for what will in effect be an unpaid leave using before tax dollars over a maximum period of five years.

Monies received from the Trustee while on Deferred Salary Leave represent taxable income and a T4 will be issued for the period (6 months to one year) in which payments are received.

#### 24.2.4

The Corporation recognizes the value of renewal, upgrading and the freedom of choice in offering the Plan.

#### 24.2.5

While on leave, employees must not work or receive any remuneration from the Corporation.

### 24.3. Overview

#### 24.3.1

An eligible employee will apply through his/her Manager for permission to take a leave to be completed not later than six calendar years from start of participation in the Plan. This application must be approved by the Vice-President of the Component. The employee will identify the duration of the leave and the amount of salary to be saved (before tax) in the Plan, over a maximum period of five years.

#### 24.3.2



The Trustee will cause appropriate investments to be made over the period in which the employee is saving for the leave. Interest income from the investments will be paid by the Trustee to the employee on an annual basis. (This interest income cannot be accrued and is taxable income for the year in which it is received.)

### 24.3.3

The employee will go on an unpaid leave subject to conditions contained in the Plan and the appropriate collective agreement and will receive the total amount of his/her investment from the Trustee without the Corporation's further involvement. Under the regulations, the employee must return to the CBC after the leave for a period at least equal to the leave.

## 24.4 Eligibility

### 24.4.1

The Deferred Salary Leave Plan is available to employees with a minimum of two complete years of service as a regular employee as of January 1st of the first year of participation in the Plan.

### 24.4.2

A regular employee on temporary assignment outside of the bargaining unit can still participate in this plan.

### 24.4.3

An employee promoted or transferred into a position in the bargaining unit and who meets all other eligibility requirements may apply to the Plan.

#### 24.4.4

Should a temporary assignment into the bargaining unit be confirmed, the employee may use the portion of temporary assignment towards his/her eligibility to the Plan.

#### 24.4.5

An employee may re-enrol in the Plan in the year following a twelve-month period after the return from a leave under this Plan.

### 24.5 Application to Participate in the Plan

#### 24.5.1

An employee must apply at least three (3) months prior to the commencement of the deferral period.

#### 24.5.2

Participation in the Plan will always begin on January 1st of any year.

#### 24.5.3

Subject to compliance with the regulations, the provisions of the Plan, and operational requirements, the Corporation will endeavour to grant the application. Only in cases of rare operational difficulty will an application not be granted. Such cases would include a proposed leave coinciding with a unique need for the employee to be present at the Corporation or where an unreasonable number of simultaneous leaves in the same department are proposed. Such a situation would result in discussion with the employee(s) to resolve the matter. (See also

## **Postponement of Leave.)**

### **24.5.4**

**Application will be made on the standard application form and must include the precise dates of the proposed leave. An Officer of the recognized Trustee will sign the application form. The application forms are available in Human Resources.**

## **24.6 Duration of Leave**

### **24.6.1**

**The leave must be of a minimum six months and maximum twelve months duration and must be completed by December 31 of the seventh year of enrolment in the Plan. Otherwise, the balance of the investment will be paid out by the Trustee on that date and will require to be accounted for as income by the employee.**

## **24.7 Postponement of Leave**

### **24.7.1**

**A one-time postponement of the planned leave is permitted and may be requested by the employee or by the Corporation in exceptional circumstances and will not be unreasonably refused by the other party. Such requests to delay the period of planned leave cannot however, be accommodated where they would result in a salary deferral beyond the maximum six year limit. This postponement requires supplementary approval by the Vice-President of the component.**

## **24.8 Acceleration of Leave**

### 24.8.1

Acceleration of the proposed leave is not provided for in the Plan.

## 24.9 Resignation or Withdrawal From the Plan

### 24.9.1

Resignation or withdrawal from the Plan is permitted in the following circumstances:

Death of the employee

Employee ceases to be employed by the Corporation

Voluntary resignation

Transfer or promotion into a position outside of the bargaining unit

Demonstrated financial or other hardship.

### 24.9.2

The above resignation and withdrawal provisions are built into the Trust Agreement under which Plan savings contributions are held and invested. However, arrangements for the payout of accrued interest and principal will be subject to the policies of the Trustee, including — days notice, and any payout will be taxable income for the year in which it is received.

## 24.10 Savings Plan

### 24.10.1

The savings plan will not be less than two years and will not normally extend beyond December 31 in the fifth year of enrolment in the plan, unless a one-time interruption of

savings, (to a maximum of one year) is requested by the employee. A percentage to be applied to each year, not to exceed 33 1/3%, will be identified on the application and the aggregate of percentages will not exceed 100% in any case.

#### 24.10.2

Assisted or unassisted leaves available to employees under the collective agreement will not constitute interruption of employment as far as the Plan is concerned, but may have an effect on a savings plan.

#### 24.10.3

Changes to savings plans (i.e. extension, increase) will only be enacted on January 1st of each year and must be requested by the employee, in writing, by December 1<sup>st</sup> of the preceding year.

### 24.11 Plan Interruption

#### 24.11.1

For any reason, an employee may request, in writing, that the savings plan be interrupted for a maximum period of one year. However, such action may limit the right to defer the leave. These requests to delay the period of planned leave, cannot however, be accommodated where they would result in a salary deferral beyond the maximum six year limit. This postponement requires supplementary approval by the Vice-President of the Component.

### 24.12 Employment Status During Leave

#### 24.12.1

During the period of the leave under this Plan, the employee will be considered to be on absence without pay. During the period of the leave the employee may not receive any remuneration from the Corporation.

#### 24.12.2

**Seniority Status:** Seniority continues to accrue (prorated basis for regular part-time employees). During the period of absence service will not count for severance pay purposes.

**Vacation Accrual:** Accrual is based on time worked in affected year. (Normally, accrued vacation will be used prior to the commencement of Deferred Salary Leave; however, utilization may be related to operational needs for program offerings). Annual leave credits are not earned during the period of leave.

**Increments:** Employees on Deferred Salary Leave are entitled to normal anniversary progression. Progression will be activated upon return from Leave.

**Other payments:** Additional remuneration paid on a biweekly basis is considered part of the gross earnings and will make up part of the DSLP.

**Lump sum payments** will not be issued while an employee is on the period of leave. Payments made intermittently to recognize specific programs will be pro-rated to discount the portion of the period of leave and will only be issued upon return to work.

**Special circumstances:** An employee on absence due to work injury, parental leave, or receiving long term disability payments, can choose to remain on the Plan insofar as he/she satisfies fiscal requirements.

**Pre-retirement leave:** Since the employee must return to work following the period of leave taken under the Plan, leave granted cannot be used just prior to retirement.

#### **24.13 EI/ CPP Contributions**

EI premiums are based on the employee's gross salary before deferrals during the period of deferral and no premiums are withheld from the deferred amounts when paid to the employee during the leave period. (Revenue Canada, Ruling, Dec 12/89 & BCTF, Oct.1/90)

Canada Pension Plan (CPP) premiums are based on the salary the employee actually receives during both the deferral period and the leave period. When the deferred amounts are paid to the employee by the Trustee, that Trustee is deemed to be an employer of that employee by the CPP Act and is therefore required to pay the employer's contribution in respect of the employee. Where the trustee/employer recovers the employer's CPP contributions from amounts otherwise payable to the employee, such amounts will not be part of the employee's gross salary from that employer. (Revenue Canada, Rulings, Dec. 12/89 & BCTF Oct1/90)

#### **24.14 Benefits**

The level of coverage for all employee benefits is the employee's deemed basic salary at one hundred percent; i.e. the salary to which the employee would be entitled if the portion of salary was not deferred. Deductions for benefits are based on earnings before allowance for contributions to the DSLP.

The employee's participation in benefit plans continues during the period of deferral at a rate, which considers the

employee's full basic salary.

The employee may elect to maintain benefits during the period of leave. Premiums are the sole responsibility of the employee for both employer and employee shares. Prepayment must be effected at the start of the leave.

If the employee decides not to pre-pay benefit costs for the benefit package, he/she will be required, upon return, to reapply for coverage of such benefits as Long-Term Disability and Optional Life Insurance.

## **24.15 Pension Deductions During Savings Period**

### **24.15.1**

Contributions to the CBC pension plan are based on gross basic salary before allowance for contributions to the Deferred Salary Leave Plan. It is then consistent to calculate the pension benefit using the same basic salary figure. The definition of 'earnings', as outlined in the pension plan, is the key. The basic salary figure is used in determining contribution amounts and in calculating pension benefits.

### **24.15.2**

Please note that maximum RRSP contribution must be based on the net earnings figures reported on a member's T4 and not on the gross figure before allowance for contributions to the Deferred Salary Leave Plan (MacKichan, Investors Group, December, 1989).

## **24.16 Pension Contributions for the Leave Period**

Employees shall be permitted to make up contributions for the period of the leave (both employee and employer



shares). To be eligible employees must return to work for a period of contributory service equal to the length of leave. If approved, the employee can pay both the employee and employer contributions as outlined in the CBC Pension Plan.

#### 24.17 Beneficiary

It is not necessary to designate a beneficiary when completing forms for Deferred Salary Leave. Upon receipt of a death certificate, the accrued amount of deferred salary will be paid to the employee's estate.

#### 24.18 Union remittances

Union dues will not be checked off for the period of leave under the Plan.

#### 24.19 Return to Work

The employee must make a commitment to return to work for not less than the period of leave granted.

Upon return, employees will be reassigned to the job actually held by them prior to the leave period, provided the job has not been affected by a workforce adjustment. Where other mutually acceptable arrangements are contemplated, e.g. inter-unit transfer or basic transfer to another job, these arrangements must be approved by the Vice-President concerned.

#### 24.20 Trust Fund

All contributions to the Plan will be transferred by the Corporation to a Trust Fund as specified in the Trust Agreement. The Trust Fund will constitute a fund held by the Trustee and will not form any part of the revenue or

assets of the CBC.

#### 24.21 Trustee

##### 24.21.1

The Trustee will cause contributions made to the Plan to be invested in accordance with the directions of the Trust Agreement.

##### 24.21.2

On an annual basis, interest will be paid to the employee on his/her accumulated investment. Such interest will require to be accounted for by the employee as income in the year of receipt.

##### 24.21.3

A Form T5 will be issued to each employee at the end of each year detailing interest earned on his/her investment.

##### 24.21.4

The Trustee will make periodic reports, and an annual summary, to each employee detailing the principal amount accrued in the Plan including any interest not yet paid out.

##### 24.21.5

During a participant's leave, the Trustee will cause the accumulated principal amount plus any interest not previously paid out to be remitted to the participant in a form and frequency to be agreed between the two parties. A Form T4 will be issued to each employee at the end of each calendar year in which a leave is taken.

## **24.22 Administrative Expenses**

The Corporation will bear all processing expenses of the Plan except where they may relate to fees of the Trustee in which case they will become a charge to the Trust Fund to be borne by the participants in accordance with the Trust Agreement.

## **24.23 Rights Under the Plan**

Neither the Corporation nor any participant in the Plan will pledge or hypothecate any rights under the Plan as security for a loan or for any other purpose.

### **References:**

**Collective Agreement**

**CBC Pension Plan**

**Benefits (Terms of reference and contracts)**

**Income Tax Act and Regulations**

**Other related legislation (CPP, EI, etc)**

## **JOB SHARING**

### 25.1

Job sharing can occur where there is agreement among the employer, the Guild and the staff employees in the same group and classification who wish to share a job. Exceptions 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.

#### 25.1.1

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.

#### 25.1.2

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 twenty (20) 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 employees and that time worked in excess of the work day or work week shall be paid in accordance with Article 123 (Unit 1) or 316 (Unit 3) 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.

#### 25.1.3

Employees accepted for job sharing shall have benefits pro-rated based on time worked or a minimum of two (2) days a

week or fifteen (15) hours, 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 forty (40) hours.

#### 25.1.4

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.

#### 25.1.5

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

#### 25.1.6

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

## Article 26

### STD/LTD

#### 26.1

*As per Corporation policy - not forming part of this Agreement.*

#### 26.2

*The following is a brief outline of eligible benefits. For complete information, the Corporation policy on STD and LTD should be consulted.*

- A) Full-time employees hired prior to April 1, 1977 who opted for the old sick leave plan will maintain rights and benefits in accordance with the provisions of the old sick leave plan.
- B) Full-time permanent employees hired after April 1, 1977 will be covered by Corporation policies on STD and LTD.
- i) STD basic benefits based on length of service:

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
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	—

ii) LTD basic benefits:

LTD plan benefits will be paid to a disabled employee commencing on the eighty-sixth (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 (sixty-five (65) years) or death.

The benefit payable will be an amount equal to sixty percent (60%) of the disabled employee's basic salary at the date of the commencement of the disability 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 or any other Group or Association LTD Plan to which an employee may belong by reason of membership or the specific trade or profession.

Benefits under the LTD Plan increase automatically every January 1, based on the increase in the Consumer Price Index:

- by up to 4%, for employees receiving benefits who became disabled before February 1, 1997; and
- by up to 2%, for employees receiving benefits who became disabled between February 1, 1997 and June 30, 2002.

No COLA applies to LTD Plan benefits for any employee who became disabled on July 1, 2002 or later.

## INCAPACITATED/DISABLED EMPLOYEES

### 27.1

The following replaces all policies and/or employment guarantees and is the complete protocol for re-integrating incapacitated persons back into the workforce.

### 27.2

Employees who have been approved on LTD will have benefits provided in accordance with the terms and conditions of the LTD plan. Employees who are fully recovered and satisfy the Corporation that they are medically fit to resume full duty, will be placed in a suitable similar vacancy immediately held prior to being approved on LTD. If no suitable vacancy exists at the same level, the returning employee, will displace the most junior person in the same classification (at the location). If no junior person exists in the same classification, the employee will displace the most junior employee in a classification of a lower group for which the returning employee possesses the necessary education, experience, and qualifications. The person so displaced will be given rights under Article 118 **(Unit 1) or 312 (Unit 3)**.

### 27.3

If the employee returning from LTD or STD has been certified medically fit to return to duty to his/her regular position and there is a medical restriction which is temporary (i.e. no more than six (6) months), the Corporation will make reasonable efforts to accommodate the temporary restrictions.

### 27.4



If the restrictions are of a permanent nature, the Corporation will make reasonable accommodation in providing technical aids, devices or reasonable modification of the work environment for employee(s) with such permanent restrictions, if and when such reasonable accommodation will allow the employee(s) to return to full-time employment at his/her regular job or, at any job at the same or lower level within the bargaining unit, for which the employee is capable of performing. The definition of reasonable accommodation shall be the same as defined in the Federal Human Rights legislation.

#### 27.5

When an employee is placed in a position as per clause 27.4 above and fully recovers at any time within two (2) years from return to full-time duty, he/she will be entitled to return to his/her former or equivalent classification of employment within one (1) year from being declared fully recovered subject to a suitable vacancy becoming available.

#### 27.6

The employee shall fully co-operate with the Corporation including, providing any relevant information as it relates to their absence and restrictions.

#### 27.7

It is agreed and understood that employees placed in a position and/or classification of employment will be paid the rate of pay for the position in which they have been placed.

#### 27.8

The employee will cooperate fully with the insurance company and the Corporation as appropriate in matters relating to training and/or (if required) opportunities for placement

outside the Corporation if no placement inside the Corporation can occur.

27.9

Persons who refuse reasonable employment opportunities within the Corporation or who fail to cooperate in obtaining suitable employment or who fail within the trial period due to their own lack of commitment or cooperation may be released from employment with no further rights of employment within the Corporation.

27.10

The above applies to all persons who apply and are accepted for LTD as of June 18, 1996.

## **LIFE INSURANCE**

### SECTION A - OLD PLAN

#### 28.1

The provisions of Section A (Old Plan) apply only to permanent full time employees who chose to retain these benefits rather than the benefits outlined in clause 28.2.

##### 28.1.1

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

##### 28.1.2

A fully paid-up Life Insurance policy in accordance with the schedule of paid-up insurance under the old Group Life Insurance Plan will be provided by the Corporation at no cost to all eligible employees at normal retirement age.

Employees who retire early (before age 65) can, at their option, continue to be insured, at the rate of one times (1x) basic salary with full cost to be borne by the employee. Alternatively, and if eligible, the employee may elect to receive a full paid-up policy of \$4,000.

##### 28.1.3

Employees covered under this plan are also eligible for coverage under the Corporation Travel Accident insurance plan.

## SECTION B - NEW PLAN

### 28.2

The following provisions will apply to all those permanent full-time and eligible part-time and term employees who opted for coverage effective April 1, 1977, and will apply to all employees hired after April 1, 1977, as a condition of employment.

#### 28.2.1

Effective April 1st, 1977, the Corporation will provide at no cost to each eligible employee basic Life Insurance in the amount of \$25,000.00 or two times (2x) the employee's basic annual salary (whichever is greater). Optional insurance coverage (at group rate cost) will be available to each eligible employee. An employee may elect to participate in any of the optional portions of the new Group Life Insurance programs as described in and under the conditions of the Plan.

#### 28.2.2

The following plans are optional and employees may elect to participate:

In addition to the basic Life Insurance provided by the Corporation, under clause 29.2.1, the employee may purchase an extra one (1x), two (2x) or three (3x) basic annual salary (for a total basic and optional Life Insurance up to five times (5x) salary at group rates). Medical evidence of insurability will be required for all the above except for the extra one (1x) times option.

#### 28.2.3

An employee may elect to participate in Dependent(s) Life Insurance in the amount of \$15,000.00 for a spouse and

\$7,500.00 for each child. Common-law relationships will be recognized after one (1) year of co-habitation and single parents qualify. The premium per family will remain at a flat rate regardless of the number of dependants.

Proof of medical insurability will not be required for optional life coverage of one time (1X) salary or dependent Life Insurance if the employee enrolls:

- a) Within thirty (30) days from date of marriage;
- b) Within thirty (30) days from the birth of a child;
- c) Within thirty (30) days from date of employment;
- d) During the annual open enrolment period (April 1st).

#### 28.2.4

As an additional option, up to a maximum of \$100,000.00 in Reducing Term Insurance may be made available to each eligible employee at group rates upon evidence of medical insurability. The rate remains fixed at the age-rate upon enrolment.

#### 28.2.5

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

#### 28.2.6

A fully paid-up life insurance policy in the amount of \$4,000.00 will be offered by the Corporation at no cost to all eligible employees at normal retirement age. Employees who retire early (before age 65) will continue to be insured at no cost by the Corporation's basic life insurance of \$25,000.00 or two times (2x) basic salary, whichever is the greater, until normal

retirement age.

### 28.2.7

Employees covered under this plan are also eligible for coverage under the Corporation Travel Accident insurance plan.

## ACCIDENT ON DUTY

### 29.1

For employees who are absent as a result of an accident while on duty, the Corporation will grant additional pay over and above that which is allowed by the applicable provincial Worker's Compensation Board or equivalent, if no Workers' Compensation Board exists, in order to maintain the employee on full salary.

#### 29.1.1

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

Claims not accepted by the Worker's Compensation Board will not be classified for leave purposes as an accident on duty, and will be automatically processed as sick leave, STD/LTD (in accordance with the requirements of the plan), or absence without pay.

#### 29.1.2

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. When an employee is unable to resume normal duty, he/she will be afforded rights in

accordance with Article 27.

29.2

There shall be no pyramiding of CBC benefits or payments related to the application of this Article.



## Article 30

### UNION DUES AND DEDUCTIONS

#### 30.1

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 the Union.

##### 30.1.1

Beginning with the effective date of this Agreement for every present employee.

##### 30.1.2

Beginning with the first day of employment of every new employee.

#### 30.2

All said deductions, payable to the Canadian Media Guild, shall be remitted 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.

## **JOINT COMMITTEES**

### 31.1

The purpose of the joint committee is to provide an avenue where open and honest dialogue between the parties can exist. Its purpose is to promote harmonious relations between the Corporation and its employees. The joint committee will discuss issues such as:

- changes in technology
- training and professional development
- professional issues
- issues related to downsizing
- workload
- use of outside resources

and matters of mutual interest not covered by other provisions of the Collective Agreement, or to discuss misunderstandings and problems.

Joint Committees composed of representatives appointed by each party may be established at the Local and/or National levels, as appropriate.

Minutes are to be kept, read and signed by both parties and forwarded to the national office of the union.

### 31.2

Upon request from the Guild, the Corporation may release without loss of pay or leave credits, one or more representatives from each location for the purpose of attending Local Joint Committee meetings. Up to three (3) employees may be released for the purpose of attending Local joint

committee meetings and up to five (5) employees may be released for the purpose of attending National joint committee meetings. Such releases will be without loss of pay or leave credits.

### 31.2.1

In locations with a large number of bargaining unit members (i.e. Toronto), the parties may mutually agree that a greater number of employees are entitled to paid release for Local Joint Committee meetings. However, there will not be more than four (4) in total from each side where such mutual agreement is given.

### 31.3

Joint committee meetings shall be held on dates mutually agreeable. The parties shall submit an agenda at least seven (7) days prior to such a meeting.

### 31.4

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

### 31.5

Recommendations developed by these committees will be considered for adoption between the parties at any appropriate level within their respective organizations.

## **LABOUR RELATIONS EDUCATION**

### **32.1**

Where the parties agree that it is in their mutual best interests, the Corporation agrees to leave with pay for employees to attend training specifically related to the understanding and application of collective agreements in order to meet the Purpose and Intent of our agreement as described in Article 1. The focus of such training may include, but not limited to, courses on the operation of joint committees, dispute resolution, effective grievance handling and arbitration. The type and duration of such training courses to be mutually agreed.

## INFORMATION TO THE UNION

### 33.1

The Corporation, on a monthly basis **following the close of the pay period corresponding to the last day of the month, will provide an electronic file containing the following point-in-time information** for employees on the basic establishment to the national office of the Union:

Employee name

Employee ID

Employee Title

Employee Status

City **and Province**

**Media Component**

Region

Department

Corporation seniority date

Unit seniority date

Classification

Salary anniversary date

Current salary

Additional remuneration amount

Upgrades in excess of four (4) weeks

**Type of departure/end of employment**

**Type of absence (e.g. Maternity/Paternity leave, LTD etc.)**

**In addition to the above, the Corporation will provide to the national office of the Union the following information for employees on the basic establishment:**

**Overtime record (upon written request)**

**Newly created positions, new classifications and abolished**

**positions**

**Exclusions from the bargaining unit**

**Copies of any personal contracts on request**

**Copies of notices of suspensions and dismissals**

**Notice of extensions of trial and probationary periods**

**Notice of hiring and separations**

33.2

**On May 1 and October 1 of each year, the Corporation shall provide an electronic file** containing the name and current home address the Corporation has on file for **employees on the basic establishment.**

33.3

At the local level, each month, the Corporation will provide to the National and Local union a list of temporaries and end of assignment dates.

33.4

The Corporation shall cause a record of days worked by temporary employees to be kept in order that the scale progressions of this Agreement are implemented automatically. Such record shall be made available to the Union upon written request.

33.5

It is understood that the Corporation will continue to provide to the Union the same type of information currently being supplied from the Corporation's Head Office.

33.6

Best efforts will be made to provide information from local

payrolls to the Union at the national level, of the type identified in article 33.1, subject to the current capabilities of the local payroll systems.

## **MANAGEMENT RIGHTS**

### 34.1

It is recognized that the management of the Corporation, the control of its properties, and the maintenance of order on its premises and the establishment of policies and standards governing its programming is solely the responsibility of management.

### 34.2

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, downgrade/demote for cause, direct and retire its employees;
- to decide the number and locations of plants;
- to establish policies and standards governing its operations;
- to transfer or lay off employees due to lack of work;
- to hire outside firms, contractors and/or freelance personnel as confirmed by the terms of this Agreement.

### 34.3



Such management rights will not be exercised in a manner inconsistent with the provisions of this Agreement.

## Article 35

### **OUTSIDE ACTIVITIES**

#### 35.1

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

- a) that such activities are not in direct competition with the broadcast services of the Corporation. This provision does not apply to temporary or freelancers.
- b) that without permission, no employee may exploit his/her connection with the Corporation in the course of such activities.
- c) that such activity does not adversely affect his/her work for the Corporation.

#### 35.2

Recognized on-air personnel covered by Unit 1 must discuss any outside activities with their supervisor before engaging in such activities.

## **GRIEVANCE PROCEDURE**

### 36.1 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.

### 36.2 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, or their union representative, must discuss the complaint with the supervisor, or the appropriate Labour Relations Officer, prior to a grievance being filed. A union representative may be in attendance at the request of either party. This complaint must be brought to the attention of the supervisor within twenty (20) working days of the occurrence or knowledge thereof.

The supervisor and the employee(s) shall make a sincere and genuine 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 deal with the complaint. Unless otherwise agreed, such time frame shall not exceed twenty (20) working days from the date the complaint was first raised. If no resolution is agreed to the supervisor shall communicate his/her

decision to the employee and the local union in writing within the above noted time frame.

If the parties are discussing an issue in the local joint Labour/Management Committee and provided the issue is raised in timely fashion, the time limits for filing a grievance will not start until the local joint committee has signed it off as not settled.

### 36.3 Step One

If the issue is not resolved at the complaint stage above, no later than within twenty (20) days from the occurrence or knowledge thereof or within twenty (20) days of it being unsuccessfully dealt with at the complaint stage, a grievance shall be filed in writing on a prescribed form which appears as Appendix F 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.

Subject to operational requirements, such a meeting may be attended by the grievor(s), the manager and/or supervisor involved. Upon notification to the Corporate I&TR department, National Union representatives may attend local meetings. The Corporate I&TR Officer may also attend.

The local union grievance committee shall not exceed three (3) 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.

**Both parties will exchange any relevant information relating to the issue(s) in dispute and serious attempts will be made to effect a settlement.**

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 at the local level shall have no precedent value and will not be referred to or imposed by either party to this agreement within the Corporation, unless at the national level the parties mutually agree to do so. The parties can review local settlements and if such settlements are in violation of this agreement or the Canada Labour Code, the national parties can send the settlement back to the local level for correction.

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 to the Corporate Industrial and Talent Relations Officer and the national Union representative of the Union involved.

#### 36.4 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.

Agenda items for discussion at the national level shall be exchanged ten (10) days in advance of the scheduled meeting. By mutual agreement, other agenda items can be added which were not included in the ten (10) day time frame.

There will be a regular schedule for national grievance meetings. Such meetings will be held on the third (3rd) Tuesday, Wednesday and Thursday of the following months: January, March, May, September, November. Additional meetings can also be held by mutual agreement between the parties. Any meeting may be cancelled or rescheduled by mutual agreement.

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 serious attempts will be made to effect a settlement.

It is understood that both grievance committees have the full authority to resolve the issues in dispute and to impose such agreed-upon solutions on the location(s) where the grievance arose. Such a settlement shall be binding on all concerned. In matters of collective agreement interpretation, the Corporate Industrial and Talent Relations Department shall be the final corporate authority.

The national Union grievance committee shall consist of up to five (5) persons. Such persons shall be released from duty with no loss of pay or leave credits to attend such meetings. The Union shall request a release of such persons at least four (4) days in advance of the posting date for the week in question through the Corporate Industrial and Talent Relations Department.

Minutes shall be kept of the national grievance meetings and

each party shall read and sign such minutes at the close of the meeting.

### 36.5 Union or Corporation Grievance

Either party on its own behalf can file a grievance 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.

### 36.6 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.

**Prior to referring a grievance to arbitration, the parties will consider resolution of the dispute through mediation. Referral to mediation will be by mutual agreement. Mediated talks will be conducted without prejudice to either party's position at arbitration. A mediator involved in a dispute cannot be appointed to arbitrate the grievance.**

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

### EXPEDITED ARBITRATION

In accordance with the procedure below, **Expedited Arbitration** shall be used for all grievances except:

- Discipline over five (5) days;
- Matters dealing with Articles 103 (Jurisdiction - Unit

- 1) or 302 (Unit 3 - Union Recognition);
- Matters dealing with Article 8 (Technological Change);
  - Matters dealing with Article 118 (Unit 1 - Economy Severance) or Article 312 (Unit 3 - Staff Reduction);
  - Matters where the potential remedy is over five thousand dollars (\$5,000); or
  - Where the parties mutually agree to go to regular arbitration.

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

Within fifteen (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 Labour 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 ten (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.

### 36.6.2 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 fifteen (15) days of the national grievance meeting. If the parties are unable to agree on an Arbitrator, the parties shall request the Minister of Labour 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 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 within three (3) months of the completion of the hearing, 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.

### 36.7 Dismissals

Grievances related to discharge shall be referred directly to regular arbitration which will be an expeditious process. Unless otherwise mutually agreed, 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 from the conclusion of the hearing.

### 36.8 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.

### 36.9

The time limits outlined in the grievance and arbitration procedure(s) 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.

## **WORK AT HOME**

### **37.1**

**By mutual agreement, in writing, between the Corporation and the employee, employees may regularly work from home subject to the following conditions:**

### **37.2**

**Employees shall have the right of the Union's assistance in negotiating the terms and conditions of any work at home agreement.**

### **37.3**

**The Corporation shall provide equipment and services necessary for the employee to perform his/her work at his/her home. The employee shall exercise reasonable care in the security of such equipment. The Corporation will be responsible for the insurance of such equipment.**

### **37.4**

**The employee must be able to provide adequate space for work purposes.**

### **37.5**

**Part of the agreement will include a monthly allowance to compensate the employee for expenses related to working from home. Such allowance will be reviewed after an initial three (3) month period to ensure it is appropriate.**

### **37.6**

The Corporation shall provide a copy of any work at home agreement, the phone number and Corporate e-mail address of employees working at home to the Union.

**37.7**

Employees shall be granted travel time with pay to attend Union membership meetings or ratification votes in their location when such activities are scheduled during their shift. This will not result in overtime.

**37.8**

Any work at home arrangement may be reviewed from time-to-time and if necessary, either the Corporation or the employee may terminate the agreement with reasonable notice.

## Article 38

### **MEDICAL**

#### 38.1

In all cases of illness and disability an employee shall inform his/her supervisor as soon as possible. In all cases of illness and disability in excess of three (3) days, 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.

#### 38.2

The Corporation reserves the right to require a certificate from an employee certifying that he/she is fit to resume full and normal duty following an absence.

#### 38.3

In accordance with the Human Resources Disability Income Protection Plan 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.

38.4

All health information should be kept confidential and not released to a third party without written authorization from the employee or unless required by law.

## **HOSPITAL/MEDICAL COVERAGE – FULL-TIME PERMANENT EMPLOYEES**

### 39.1

Where the Corporation directly pays provincial or territorial 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 percent (100%) of the provincial or territorial Hospital/Medical premiums to ensure employee coverage.

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.

### 39.2 - Supplementary Health Care

The Corporation shall pay one hundred percent (100%) for the prevailing extended medical and supplementary hospital plan in effect on the ratification of this Agreement.

### 39.3

There shall be no pyramiding or double payment of any CBC benefit, right or entitlement to any employee regardless of the circumstances. This does not apply to an employee's private insurance plan(s).



## Article 40

### UNION ACCESS

#### 40.1

The Corporation will permit reasonable 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 can be made when notification is given.

#### 40.2

The Union will conduct its affairs on Corporation premises in a manner that causes no production or employee interference. Meetings may be held on Corporation premises subject to space being available and at the discretion of management. Permission will not be unreasonably withheld.

#### 40.3

At each location the Corporation shall delegate Union bulletin boards in suitable places on its premises for the posting of Union announcements regarding meetings, elections, negotiations, Union policies and positions, and internal affairs of the Union. The Union will not post material considered damaging to Union/Management relationships. Union postings may be placed on other bulletin boards when authorized by the local officer responsible for Industrial and Talent Relations or the approved delegate.

#### 40.4

At the time of the ratification vote of a CBC/CMG 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.

40.5

Subject to space available and at management's discretion, elections of Union officers may be held on the premises of the Corporation. The Corporation may allow employees to vote during working hours and if they do so, time will be made up. In any event, employees will be permitted to vote before and after their shifts and during meal and break periods.

40.6

The parties agree that new continuing employees may be given the opportunity to meet with representatives of the Union as follows.

The release of employees shall be where operational considerations permit.

Such meeting will be upon prior request by the Union, and must be approved by Management.

Each meeting will be for a maximum of thirty (30) minutes.

There will be no more than one (1) such meeting per month.

Employees will be released with pay for such meetings.

If time off with pay cannot be granted for such a meeting, the Corporation will, at orientation, present the new employee with an information package prepared by the union.

The decision to attend such a meeting will be left to the employee.

It is agreed that the above clause and its implementation or administration shall not be subject to the grievance or arbitration procedure.

## UNION RIGHTS

### 41.1

There shall be no interference or attempt to interfere with the internal affairs of the Union.

Nor will the Corporation discriminate or take disciplinary action against an employee because of his/her union activities, or in exercising the rights accorded him/her by law and/or the provisions of this Collective Agreement.

### 41.2

The Union will notify the appropriate Industrial and Talent Relations representatives of the names of its national, local officers and stewards by March 31st. Similarly, the local Union will advise the local officer in charge of Industrial and Talent 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.

### 41.3

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. Where the Staff Representative is a paid staff officer of the union, the Union will give prior notification to the Corporation of their intention to attend the local meeting. In such cases, the Corporation may have a representative of Industrial and Talent Relations present.

### 41.4

The Corporation will provide to the Union's paid Staff Representatives an access pass to allow entry into CBC locations. This pass shall be valid at all corporate locations. This pass is given at the Corporation's discretion and can be withdrawn upon reasonable notice.

41.5

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

## **CONCLUSIVE AGREEMENT**

### 42.1

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.

### 42.2

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.

## CONCLUSION

### 43.1

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

## **NOTICE OF NEGOTIATION/RENEWAL**

### 44.1

Prior to expiration of this Agreement either party may within a period of four (4) months immediately 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 such 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 twenty-one (21) days after advice has been received from the Minister of Labour as set forth in Part I of the Canada Labour Code, Section 89 (1) and (2).

### 44.2

Upon receipt of notice from one of the parties of a desire to negotiate a new Agreement, as provided in clause 44.1 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.

### 44.3

If neither party gives notice in accordance with clause 39.1 above to terminate or renegotiate a new Agreement, this Agreement shall be considered automatically renewed for a further one (1) year period and year to year thereafter until the provisions of clause 44.1 have been satisfied.

## Article 45

### **EFFECTIVE DATE AND DURATION**

#### 45.1

This Agreement, except as otherwise specified, shall be effective from the date of ratification and shall continue in effect until midnight, March 31, 2004.



## Appendix A

### **HYBRID CROSS-SKILLING JOBS**

The Corporation and CMG recognize that hybrid and cross-skilling jobs will be the subject of experimentation and discussion. This clearly is a time of transition where both parties will come to share an understanding of the new job definitions and impacts of cross-skilling. During the life of this Agreement, the parties recognize that it is a transition phase that needs to be regularly monitored, reviewed and actioned by the parties as appropriate. While the parties recognize that it is difficult to define at what point occasional cross-skilling becomes a true hybrid job, they will work with a threshold of 40% by time in the non-core functions.

Upon ratification of this agreement, the Parties recognize that there will be a requirement for hybrid jobs. When such roles are developed, the following will apply:

- a) A hybrid job combines the core functions of two (2) or more positions between two (2) or more bargaining units, in proportions to be determined by the Corporation;
- b) The Corporation will ensure that individuals are given sufficient training to perform in hybrid jobs;
- c) Hybrid jobs may be on an experimental basis. The intent is that such experiments will not be longer than six (6) months but may be extended by mutual agreement between the Corporation and the Union. During the experiment, the employee will not receive more than the rate for the highest remunerated job involved in the hybrid assignment or a three per cent (3%)

increase, whichever is greater.

In any case, after a final assessment, but no later than one (1) year, the experiment will be terminated or a continuing hybrid position will be established. If a hybrid position is established, the parties shall meet and discuss the duties and functions in question and attempt to agree on the level of remuneration. If agreement is reached, the employee will be paid the agreed upon rate. If no agreement is reached, the matter shall be referred to job evaluation for final resolution;

- d) Prior to implementation, a complete job description will be provided to the bargaining units involved;
- e) The relative value of the hybrid role will be determined by job evaluation;
- f) The Parties will meet to discuss the duties involved, the affiliation and the dues to be paid;
- g) The Corporation will make best efforts to ensure that hybrid roles are distributed fairly among the bargaining units involved, across all media for the term of the agreement;
- h) It is recognized that any current practice will continue as in the past.

**COMPREHENSIVE PROPOSAL**  
on  
**HYBRID JOBS and CROSS-SKILLING ACTIVITY**

Preamble:

The Parties have discussed the issues of creation, management and compensation for hybrid jobs as well as the broad general issue of cross-skilling activity. These discussions have resulted in the agreements outlined in this document which are to be read as complementary to and, where appropriate, clarification of the existing collective agreements between the CBC and the CMG, the CEP (Unit 2) and the CMG Administrative Unit, respectively. This agreement does not, however, change, take away from, reduce, or enhance the provisions of the jurisdictional or training articles of each of the CMG, CEP or CMG Administrative Unit collective agreements. Nor does it change in any way the articles in those agreements which deal with bumping, redeployment, layoff and recall except as set out in Part B, item 2 of this agreement.

This document is divided into three separate and distinct sections which, when taken together, comprise the entire understanding of the Parties in respect of these issues. The sections are, respectively, Part A, which sets out the process and principles for the creation of hybrid roles and the management of hybrid employees from this agreement forward, part B which describes the understanding among the Parties with respect to the hybrid employees now in place, and Part C which describes the understanding of the Parties with respect to cross-skilling activity on the part of non-hybrid employees.

**PART A - THE CREATION AND MANAGEMENT of  
HYBRID JOBS and EMPLOYEES**

1. Union Affiliation:

The parties agree that hybrid jobs can exist in any one of the bargaining units in which some part of the work would normally fall. For example, a video-journalist job could exist in either the CMG or the CEP. Any individual incumbent would only be a member of one of the bargaining units - normally the unit to which he or she belonged immediately prior to moving into the hybrid job. If a hybrid job is filled from outside the Corporation, or from outside the bargaining units involved in the job, the new incumbent will be placed in a bargaining unit in a manner which respects the concept of equitable distribution set out in the collective agreements.

## 2. Working Conditions, Posting and Filling of Vacancies:

If a hybrid job includes work from CMG job classifications, then CMG working conditions will apply. If the hybrid job involves only CEP and CMG Administrative Unit job classifications, then CEP working conditions will apply. In all cases, when hybrid jobs are to be posted and filled, the procedures contained in Article 25.1 (formerly HP.1) of the CEP collective agreement, which govern the selection of lead hands and specialists, will be used.

## 3. Creating a New Hybrid from Existing Staff:

Each time that either an experimental or continuing hybrid role is to be created from existing staff, management will determine the nature and extent of any developmental process (training, practical experience, or a combination thereof) which will apply. Management will seek expressions of interest from employees at the location, ensuring that the most senior employees who occupy either of the classifications from which the hybrid is to be created, have an opportunity to compete. In particular, the most senior employee who has indicated a desire to participate

must be included in any developmental process offered. In any event, if more than one employee is competing for the job, the best candidate will be chosen.

#### 4. Creating a new Hybrid Classification:

When a new hybrid classification - i.e. a combination which does not currently exist somewhere in the system - is to be created from existing staff, the Corporation will proceed as in item 3 above. If the experiment is deemed successful, the incumbent will be confirmed, a job description will be provided to the unions involved, and hybrid compensation will begin to be paid. Alternatively, the Corporation may simply develop a new job description, provide it to the unions involved and post and fill the vacancy or vacancies as per item 2 above. The rate for the new classification will be negotiated among the parties at the national level and, when the necessary systems are in place, will take into account the relative value of the job as established by job evaluation.

#### 5. Experiments:

If a hybrid role under consideration involves a combination of functions not yet in existence in any “English file” (as per the CLRB definition) location, the Corporation shall have the unfettered right to conduct experiments and compensate the employees involved as outlined in the collective agreement(s). If the hybrid role under consideration exists, but not in the medium at the location involved, the Corporation may conduct experiments in that medium at that location, not to exceed the length of the first such experiment, including extension by mutual agreement, should that be the case. If the hybrid role being considered already exists in the medium at the location in question, then the Corporation must provide a rationale for conducting further experiments and seek the agreement of the

Unions involved. Such agreement will not be unreasonably withheld.

## 6. Compensation:

The rates for the hybrid classifications identified at the time of this agreement are set out in the attached salary scales. The salaries for those hybrid employees will be adjusted in the following manner:

If the successful employee is being paid on the higher of the salary scales involved, then his/her salary will be adjusted to the same year step of the hybrid scale and the anniversary date of progression will remain unchanged. If the successful employee is being paid on a lower salary scale, then s/he will be promoted to the hybrid scale, his/her salary will be adjusted by the equivalent of at least one full increment in her/his current salary scale, and the date of promotion will become the new anniversary date of progression. In either case, the date of salary adjustment to the hybrid salary scale will be the date of appointment or promotion or, if there was an experiment, the date of confirmation at the conclusion of the experiment.

Without limiting the flexibility of the Parties to respond to particular situations, it is agreed that one hundred and five percent (105%) of the value of the higher rated job represents a reasonable guideline for the compensation of future hybrid classifications.

Compensation during an experiment will be as provided for in the collective agreement - the greater of a three percent (3%) increase or adjustment to a step on the salary scale of the higher rated job - paid as a temporary salary adjustment. During an experiment the employee's working conditions will remain unchanged (i.e. neither hybrid working conditions nor hybrid salary scales will apply).

## 7. Seniority:

For the purposes of this hybrid and cross-skilling agreement, whenever seniority is a factor, Corporation seniority shall apply.

## PART B - AGREEMENT IN RESPECT OF CURRENT HYBRID EMPLOYEES

### 1. Grandparenting:

The Parties agree to confirm the current incumbents of hybrid jobs. The lists provided to the Unions on August 14, 1997 will be used as the base, subject to joint review. For those who have been in place for six months or more, confirmation will be effective six months after the commencement of the hybrid function. The salaries of these incumbent will be retroactively adjusted to the rates outlined in item 6 of Part A above, effective the date of confirmation. For those who have not been in place for six months, Management will have fourteen (14) days from the date of this agreement to decide whether to confirm the incumbents or not. If the incumbent is confirmed, then hybrid compensation, as outlined in item 6 of Part A above, will begin to be paid effective the date of confirmation. If the incumbent is not confirmed, the experiment will be terminated.

### 1a. Special Note for Windsor:

The Parties recognize that the settlement of a recent CEP grievance in Windsor will now create a possible imbalance if the provisions of item 1 above are routinely applied to these employees. Therefore, the Parties commit to the working out of a reasonable alternative solution for them.

## 2. Layoff and Recall:

At locations at which there are employees grandparented in hybrid jobs as designated in Part B, paragraph 1 above, an employee who receives a notice of redundancy and who occupies one of the classifications which make up a hybrid job at that location, and who could, under the terms of his/her collective agreement, have bumped a grandparented incumbent of a hybrid job had that employee not been made a hybrid, will first exhaust all other opportunities to exercise seniority at their equivalent level at the location. If the only remaining opportunity is against the incumbent of a hybrid job, the Corporation may, at its sole discretion, offer the redundant employee the option to exercise his/her rights within the region. If the Corporation decides not to offer an option elsewhere in the region, or the employee does not accept an offer elsewhere in the region, the Corporation, at its sole discretion, may:

- offer the option of a redeployment or bump on a national basis; or
- take alternative steps to resolve the issue.

In the event that the Corporation elects not to offer any of the above options and/or the employee elects not to accept an offer, the Corporation will provide the redundant employee with training and development similar to that received by the hybrid employee and if the former employee becomes qualified as result of that process, allow him/her to bump the hybrid employee, subject to any normally applicable trial period.

In order to be recalled to a hybrid job, an employee must be able to perform all elements of that job. The Corporation is not required to provide training to enable an employee to be recalled to a hybrid job.

## Part C - CROSS-SKILLING BY NON-HYBRID

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## PERSONNEL

### 1. General Agreement:

The parties recognize that when employees who are not incumbents of hybrid jobs are assigned on a regular and/or continuing basis to perform the essential work of members of another bargaining unit, financial recognition is required. Equally, the parties recognize that in efficient and effective operations, employees will, out of common sense and/or necessity, perform many cross-skilled, incidental tasks related to their regular job. In these cases, no payments will be required. Finally, the Parties note that nothing in this agreement vitiates the concept of “occasional cross-skilling” as provided for in the relevant collective agreements.

### 2. Incidental Tasks:

The following is a list of examples of activities which the parties agree can be performed on a cross-skilled basis without attracting any additional compensation. The list is not intended to be exhaustive, but rather to reflect the intent of the agreement among the parties.

- hosts, anchors, announcers, etc., controlling the speed of the prompter for themselves;
- a videographer posing a question to a subject after being asked to pose that question;
- a radio technician performing incidental journalistic functions such as pulling clips, editing voicers;
- a reporter or producer assisting a videographer with lighting, sound, etc.;
- a technician shot-listing an incoming feed;
- an associate director “baby-sitting” a tape while

- shot-listing a feed;
- a producer, associate producer or reporter dubbing, recording or feeding audio;
- a producer or reporter performing desk-top radio functions.

The parties recognize that desktop functionality, analogous to that in radio, will soon be available in television and will, either as a result of common sense or necessity, generate some incidental cross-skilling activities. The Parties undertake to identify those activities in a manner consistent with the intent of this agreement.

### 3. Assignment:

Any cross-skilling work for which a premium is claimed must have been assigned by Management or a person designated by Management to make such assignments. In making such assignments, Management, or its designated representatives will take into account the skills and abilities of available staff. Employees may express their reservations about undertaking cross-skilled assignments for which they feel insufficiently qualified and Management will take these concerns into account to the extent possible. Employees will not be penalized for the quality of performance of a cross-skilled assignment which they felt unqualified to perform and had informed Management to that effect.

### 4. Conditions which attract payment:

- (a) a premium will be paid when an employee is assigned on a regular and/or continuing basis to perform non-incidental cross-skilled duties for ninety (90) minutes or more in a given shift. An example of this could be an associate producer

assigned to work two hours each morning in a recording room.

- (b) a premium will be paid, even if the ninety minute threshold is not met, when an employee is assigned to perform cross-skilled functions, unrelated to his or her job, on a number of occasions throughout the shift and at times and/or places over which the employee has no control. An example of this could be a producer assigned to perform technical operations related to hourly newscasts throughout the day.
- (c) a premium will be paid when an employee is assigned to replace a hybrid employee for more than one half of a shift. Replacing a hybrid employee implies performing all the essential tasks of the hybrid job.

#### 5. Calculation of the premium:

The amount of the cross-skilling premium to be paid per shift will be determined by the level of the cross-skilled function. The Parties will work out the assignment of all jobs in the CMG and the CMG Administrative Unit to entry level, generalist level and specialist level in a manner which parallels levels in the CEP collective agreement. In a similar fashion, for the purposes of Part B of this agreement, all hybrid jobs will be assigned to one of these levels. In this case, the highest level of the essential components will determine the level of the hybrid job. Based on these levels, and the approach laid out in the CEP collective agreement, the cross-skilling premiums will be as follows:

- (i) into the entry level - \$15.00 per shift;
- (ii) into the generalist level - \$20.00 per shift;

- (iii) into the specialist level - \$25.00 per shift;
- (iv) from a specialist level into a higher specialist level - \$30.00 per shift;
- (v) into a hybrid job - \$15.00, \$20.00, or \$25.00 per shift as appropriate;
- (vi) into a hybrid job formed from two specialist jobs - \$30.00 per shift.

## Appendix B

### **CONSULTATIVE COMMITTEE ON HUMAN RESOURCES**

As per the discussion of March 12, 1996, the purpose of a Consultative Committee on Human Resources would be as follows:

Within three (3) months from the date of ratification, the Corporation will invite the union (not more than three (3) persons) to a meeting to establish the on-going committee and to develop the process for dealing with the above-noted subject matter. Such a process can include the following:

- High level consultative group with a mandate to advise on macro issues such as the development of new employment systems, including for example, process for job evaluation, performance management process, cross-skilling and the elaboration of broad principles of training.
- Characterized by open discussion, discussions not to be used in any other forum.
- Parties accept ownership of problems and recommended solutions.
- Committee will not deal with individual cases or issues of the application of existing policies, procedures and processes
- Set out in letter of understanding not part of the collective agreement.
- Advice emanating from committee will be based on consensus.

- Final decision rests with Corporation.

Appendix C  
Letter of Agreement  
**WORK SPACE**

**Prior to causing a material change to an employee's working space, the manager will discuss the contemplated change with the employee affected. The purpose of the discussion will be to consider any concerns raised which could impact on the employee's ability to perform their work**

**Changes which affect a significant number of employees will include a process of consultation with the Union at the National Level.**

**It is further agreed that changes already completed will be reviewed by the local joint committee for the purpose of assessing the impact on members of the bargaining unit. It is understood that the purpose of the review, on a unit by unit basis, is aimed at ensuring that individual members with serious problems have an opportunity, where possible and practical, to have them addressed. It is not envisioned that this review will result in any significant physical renovations.**

**It is understood that the joint committee will make sincere efforts to address problems in a timely fashion.**

## Appendix D

### **CONSULTATIVE COMMITTEE ON STAFF BENEFITS**

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

#### 1. 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, Pension and Benefit Plans Administration or his/her designate, 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.

#### 2. 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 to, 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.

### 3. Powers

Decisions of the Committee shall be by a simple majority of the votes cast. The Corporation shall, subject to the provisions of Section 44 of the Broadcasting Act, implement all duly-adopted recommendations of the Committee involving adoption, alteration or termination of staff benefits 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 not empowered to amend or change any of the provisions of any of the collective agreements except by mutual consent of all of the parties to that agreement.

### 4. 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 agreements any change in the Corporation's financial contribution to CBC staff benefit plans insofar as any group or groups of employees are affected. It is further understood that the Committee is not empowered to amend or change any of the provisions of any of the collective agreements except by mutual consent of the parties to that Agreement.

## Appendix E

### **BENEFITS**

These benefits are overseen by the Consultative Committee on Staff Benefits and are subject to change with Union approval, and as mandated by the CCSB.

#### **EMPLOYEE BENEFITS**

(Subject to the specific terms and conditions of the applicable benefit plan(s)).

#### **Dental Plan**

##### **Summary**

##### **Policy Number 51693 (Great-West Life Assurance Company)**

Reimbursement basis **2000** Fee Guide for general practitioners and Specialists

**At 95%** Basic coverage, such as:

- Diagnostic services
- Preventive services
- Minor restorative
- Extractsions
- Denture maintenance

**At 90%** Endodontics and periodontics

**At 75%** Major coverage, such as:

- Major surgery
- Crowns and inlays
- Dentures
- Bridgework

**At 50%** Orthodontic treatments

#### **Maximum reimbursement**

- Basic and major coverage, endodontics and periodontics **combined:**  
**\$2,500** each benefit year for each person
- Orthodontics:  
**\$2,000 a lifetime for each person**

### **Benefit year**

- January 1 to December 31

Designed to promote preventive care, the Dental Care Plan helps you to ward off major expenses by encouraging you and your family to visit the dentist regularly. When, despite your best efforts, you must incur major dental expenses, the plan lightens the financial burden considerably.

The plan covers four categories of services:

- Basic coverage
- Endodontics and periodontics
- Major coverage
- Orthodontics

Eligible basic coverage, endodontics, periodontics and major coverage charges are reimbursed to a combined maximum of **\$2,500** for each insured family member, each benefit year and orthodontics to a lifetime maximum of **\$2,000** for each person. There is no deductible.

Reimbursement is based on the cost of eligible service, provided it does not exceed the amount indicated in the **2000** Fee Guide for General Practitioners and Specialists in the province where the service is given, or, if you are treated outside of Canada, in your province of residence.

### **Treatment Plan**

Before incurring any dental expenses over \$300, or beginning any orthodontic treatment, ask your dentist to complete a

treatment plan and submit it to Great-West Life. Great-West Life will calculate the benefits payable for the proposed treatment, so you will know approximately in advance the portion of the cost you will have to pay.

## **How to contact Great-West Life**

You may call Great-West Life directly for claims and coverage inquiries:

Quebec residents:       (514) 878-1288 Montreal area  
                                  1-800-663-2817 outside Montreal  
All others:                1-800-957-9777

If you are calling from outside North America, please call (204) 946-1190 collect, and ask to speak to a customer service representative in the Out-of-Country Claims Department.

## **Basic Coverage**

The plan reimburses **95%** of eligible expenses related to the following dental care:

### **Diagnostic services**

- complete oral examination excluding exam by a prosthodontist and orthodontist (once every five years)
- limited oral examination
- limited periodontal examination (once every six months)
- recall oral examination (once every nine months)
- specific examination (excluding exam by prosthodontist)
- emergency examination

### **Tests**

- biopsy of oral tissue

- . cytological smear from oral cavity
- . pulp vitality and caries susceptibility tests
- . microbiological culture
- . diagnostic casts (excluding orthodontic diagnostic casts)

### **Radiographs**

- . complete series of intra-oral (one complete series every two years)
- . periapical (one complete series every two years)
- . occlusal
- . bitewing (once every year)
- . sialography
- . extra-oral
- . panoramic (once every five years)
- . radiopaque dyes to demonstrate lesions
- . interpretation of radiographs on models from another source
- . tomography
- . skull and facial bone
- . temporomandibular joint
- . cephalometric
- . hand and wrist

### **Preventive services**

- . preventive recall package (once every nine months)
- . Dental prophylaxis (polishing and light scaling - one unit - once every nine months)
- . topical application of fluoride (once every nine months - for dependent children under age 19)
- . pit and fissure sealants (for persons under age 19)
- . Recontouring of teeth for functional reasons
- . Interproximal discing
- . Space maintainers

### **Minor restorative**

- . Caries, trauma, pain control
- . Fillings
  - amalgam (non-bonded)
  - tooth-coloured fillings
  - prefabricated crowns
  - retentive pins
  - anaesthesia

. **Extractions**

- . Uncomplicated removals
- . Anaesthesia

. **Denture maintenance**

- . Adjustments to dentures
- . Repairs and addition of teeth to dentures
- . Relines and rebases
- . Partial denture remake

**Endodontics and Periodontics**

The plan reimburses **90%** of eligible expenses related to the following dental care:

. **Endodontics**

- . pulpotomy
- . root canal therapy
- . apexification
- . periapical services
- . root amputation
- . isolation of endodontic tooth
- . hemisection
- . in-office chemical bleaching (associated with root canal treatment)
- . intentional removal, apical filling and replantation
- . pulpectomy

## **Periodontics**

- surgery
- post-surgical treatment visit and periodontal re-evaluation
- occlusal equilibration (maximum eight time units every year)
- scaling and root planing
- periodontal appliances
- management of oral disease

## **Major coverage**

The plan reimburses **75%** of eligible expenses related to the following dental care:

### **Major surgery**

- Surgical removals (excluding uncomplicated removal of erupted tooth)
- Surgical excisions and incisions
- Fractures
- Repair of soft tissue and lacerations
- Frenectomy and dislocations
- Antral surgery
- Alveoloplasty, gingivoplasty, stomatoplasty
- Surgical exposure and repositioning
- Control of haemorrhage
- Post-surgical care
- Anaesthesia

### **Oral examination by a prosthodontist**

### **Crowns and inlays**

- Gold foil restorations
- Onlays and inlays
- crowns, including posts, cores and retentive pins
- Removal and recementation of crowns, onlays and inlays



- Repairs to plastic, porcelain/ceramic crowns, onlays and inlays

### **Dentures**

- Removable initial partial or complete dentures
- Replacement of existing denture or bridgework with a new denture, if installed at least five years before

### **Fixed bridgework**

- Pontics
- Abutment retainers
- Posts, cores and retentive pins in abutments
- Splinting
- Replacement of existing bridgework or denture with a new fixed bridgework, if installed at least three years before
- Repairs to bridgework
- Anaesthesia

Doverage for crowns and onlays placed on a tooth not functionally impaired by incisal angle or cuspal damage is limited to the cost of a composite filling on an anterior tooth and limited to the cost of an amalgam filling on a posterior tooth.

### **Orthodontic treatments**

The plan reimburses **50%** of eligible expenses incurred for the following dental care:

#### **Diagnostic services**

- Orthodontic examination
- Orthodontic diagnostic cast

#### **Removable and fixed appliances**

#### **Retention appliances**

#### **Comprehensive orthodontic treatment**

- **Observation and adjustment**
- **Repairs and alterations**
- **Appliances to control harmful habits**
- **Anaesthesia**

### **Limitations**

The Dental Care Plan does not cover:

- the additional cost related to the use of precious metals, if a less expensive substitute could provide results consistent with generally accepted practice;
- the cost of replacing a lost or stolen denture or appliance
- expenses incurred for full-mouth reconstructions, vertical dimension correction, or for correction of temporomandibular joint dysfunction;
- services covered by a government plan;
- services of a cosmetic nature;
- treatments due to a voluntary injury or an injury suffered as a result of active participation in a war, riot or insurrection;
- a dentist's travelling expenses, or charges for missed appointments, the completion of forms, or advice given over the telephone;
- treatment that is judged experimental by the plan administrator;
- assignment of dental claims;
- oral hygiene instruction.

Dental treatment as a result of accidental injuries to natural or artificial teeth are covered under the Supplementary Health Care Plan (51089).

### **How to claim**

Before you or a member of your family visits the dentist, obtain a claim form from your local Human Resources Department or from the Intranet site. At the end of the appointment, have your dentist fill out Part 1 of the form. Fill out Parts 2 and 3 yourself, and mail your claim to the address shown at the bottom of the form. Be sure to check the appropriate plan number, 51693, and to include your employee identification number appears on the form. If your claim is being submitted electronically, make sure your dentist's records include all of this information.

Great-West Life must receive your claim no later than 18 months after the date of the treatment.

### **Coordination of benefits**

If you or your spouse are each covered by a group plan, you may submit claims for dental benefits under both plans, and depending on your spouse's plan, obtain reimbursement of up to **100%** of your eligible expenses.

You and your spouse should first submit your own claims through your own group plan. Claims for dependent children should be submitted to the plan of the parent who has the earlier birth date in the calendar year (the year of birth is not considered). If you are separated or divorced, the plan which will pay benefits for your children will be determined in the following order:

1. the plan of the parent with custody of the child;
2. the plan of the spouse of the parent with custody of the child;
3. the plan of the parent without custody of the child;
4. the plan of the spouse of the parent without custody of the child.

YOu may submit a claim to the plan of the other spouse for

any amount which is not paid by the first plan.

### **Coverage during a disability**

When an illness or injury prevents you from working, coverage for you and your dependents continues for as long as you are entitled to Short-Term or Long-Term Disability benefits from CBC.

### **Coverage during a leave of absence**

You may request that your coverage be maintained during an authorized leave of absence for any reason for up to 12 months, at your own cost.

If your leave extends beyond 12 months, coverage is suspended, and resumes when you return to work.

### **In case of death**

If you die while you are covered by this plan, benefits are payable for expenses incurred by your dependents within 90 days following your death, provided the dental treatments began or definite appointments were made while you were living.

### **When coverage ends**

Your coverage ends on the date your employment or the insurance contract terminates. Coverage for your dependents ceases when your coverage ends, or when your dependents are no longer eligible.

### **Extension of coverage**

**(Bridging - temporary and contract employees)**

Insurance coverage may be continued for a maximum of 4

months to cover the period between contract or temporary employment periods. All premiums due will either be deducted from your last pay cheque or paid by means of a certified cheque. You must inform your local Human Resources office of your intentions no later than your last day of work. Consult your local Human Resources Office for details.

## **Supplementary Health Care Plan**

### **Summary of contract number 51089 - Great-West Life Assurance Company**

(Subject to the specific terms and conditions of the applicable benefit plan(s)).

#### **Hospitalization:**

100% Reimbursement:

- Semiprivate Accomodation
- Outpatient Services

#### **Medical Expenses:**

**After Deductible:** Eligible services, such as:

##### **100% Reimbursement**

- Prescription drugs
- Additional cost for private accommodation, to a maximum of \$12 a day
- The difference between semi-private and private accommodation in a convalescent hospital, to a maximum of 120 days each calendar year
- Out-of-province and out-of-country required medical services
- Out-of-hospital private nursing
- Ambulance transportation
- Paramedical services, to certain maximums
- Diabetic equipment and supplies, to certain maximums

- Alcoholism and drug addiction treatment as a registered in-patient, to certain maximums

### **90% Reimbursement**

- Services of psychologists

### **Deductible:**

- \$50 for each person, to a maximum of \$75 for the family, for all expenses except prescription drugs
- For prescription drugs, deductible of \$2 per prescription, to a maximum out-of-pocket expense of \$100 per person in any one calendar year.

### **Cost**

- The cost of the Supplementary Health Care Plan (SHCP) is paid in full by CBC/Radio-Canada for permanent, temporary, freelance fixed-term and CMG Unit 1 contract employees.
- SHCP is employee-paid for all other contract employees.

Medical care is becoming increasingly expensive. The purpose of the Health Care Plan is to assist you and your family financial with a broad range of expenses not covered by the provincial health insurance and hospitalization plan.

### **How to contact Great-West Life**

You may call Great-West Life directly for claims and coverage inquiries:

Quebec residents:           (514) 878-1288 Montreal area  
  1-800-663-2817 outside Montreal  
All others:                    1-800-957-9777

If you are calling from outside North America, please call (204) 946-1190 collect, and ask to speak to a customer service

representative in the Out-of-Country Claims Department.

## **Hospitalization**

### **Semi-private accommodation (no deductible)**

In case of hospitalization, the provincial plan covers the cost of standard ward accommodation. The CBC plan reimburses **100%** of the cost for:

- the difference between standard ward and semi-private accommodation charges in a general hospital or in a convalescent hospital;
- services and supplies received as an outpatient, above the amount paid by the provincial plan.

### **Private accommodation (subject to deductible)**

The plan also reimburses the difference between semi-private and private accommodation charges in a general hospital, to a maximum of \$12 a day, and the difference between semi-private and private accommodation in a convalescent hospital, to a maximum of 120 days. These expenses are, however, subject to the deductible explained in the next section.

## **Prescription drugs**

Drugs and medicines that are available only with a doctor's written prescription and dispensed by a qualified pharmacist, less any amount paid by the provincial plan. Coverage includes insulin and diabetic supplies for insulin-dependent diabetics, oral contraceptives, and injectable drugs when administered by a physician. You must pay a \$2.00 per-prescription deductible, to a maximum of \$100 per person in any one calendar year. Prescription drugs will be reimbursed up to the amount of the lowest-cost generic equivalent, unless the doctor indicates "no substitution" on the prescription.

## **Medical expenses**

The plan covers the reasonable and customary medical expenses listed below that are prescribed by a physician as necessary.

Reasonable and customary expenses, as determined by Great-West Life, mean expenses that are in accordance with the fee schedule in the area, and if not available, representative fees and prices in the area in which the charge is incurred.

Medically necessary means treatment that is broadly accepted and recognized by the Canadian medical profession, proven to be effective, appropriate and essential in the diagnosis and management of disease or injury, in accordance with the Canadian medical standards.

### **Deductible**

The plan reimburses **100%** of the eligible expenses (except for psychological services which are reimbursed at 90%), after payment of a deductible of \$50 for each insured person, to a maximum of \$75 for the family, each calendar year. Prescription drugs are not subject to this annual deductible.

### **Eligible expenses include the following:**

#### **Paramedical services**

Paramedical practitioners must be qualified, licensed, registered, or certified and the services must be performed out-of-hospital in order to be covered by the plan. If you are uncertain as to whether expenses for a particular practitioner are eligible for reimbursement, please contact Great-West Life.

Qualified, licensed, registered, or certified means the status of a person who legally engages in practice by virtue of a license or



certificate issued by the appropriate authority, in the province or territory where the service is provided.

A physician's prescription is **not** required for paramedical services, except for massage and psychological services.

### **Eligible paramedical services:**

#### **Physiotherapy**

Services of a licensed physiotherapist (including a physical rehabilitation therapist for Québec residents) who is not a member of the employee's family.

#### **Acupuncture**

Services of qualified acupuncturists to a calendar year maximum of \$500 for each insured person.

#### **Massage**

Services of qualified massage therapists, to a calendar year maximum of \$500 for each insured person; a prescription from a duly licensed doctor of medicine (M.D.) is required for coverage of these services.

#### **Other paramedical practitioners**

After maximum reimbursement from your provincial plan, if applicable, services provided by chiropractors, osteopaths, chiropodists, podiatrists, or naturopaths licensed by their respective provincial association to a calendar year maximum of \$500 per practitioner for each insured person. Important: reimbursement levels and benefit years vary in each province and have a direct impact on the reimbursement of paramedical expenses from this plan; it is recommended that you contact your provincial plan or Great-West Life before incurring expenses.

#### **Psychological services**

**90%** of the charges for out-of-hospital treatment or

psychotherapy by a clinical psychologist licensed, certified, registered, or chartered with a designation of Phd. in clinical psychology or a Masters Degree in psychology (MA); for residents of the Northwest Territories and Nunavut, therapy by a qualified social worker; and, for Québec residents, psychoanalysis treatment by a psychiatrist who is a member in good standing of the Canadian Psychoanalytic Society. A prescription from a duly licensed doctor of medicine (MD) is required for coverage of these services.

### **Dental expenses**

Out-of-hospital dental treatment for accidental injuries to natural or artificial teeth, provided the treatment is completed no more than six months after the accident.

### **Nursing services**

Out-of-hospital private-duty nursing by a graduate registered nurse, a registered nursing assistant or a licensed practical nurse, provided this person is not a member of the employee's family and the services require the skills and training of a professional nurse and are not primarily of a custodial nature. To establish the amount of coverage, the employee should apply for a pre-care assessment. Please contact Great-West Life.

### **Ambulance services**

Ambulance services by a licensed ambulance company, including licensed air ambulance services. Transportation must be to the nearest center where essential treatment is available.

### **Prosthetics**

Certain prosthetic appliances, such as artificial limbs or eyes (including repairs and replacement but excluding myoelectric limbs), splints, trusses, braces with rigid supports (excluding lumbar supports), crutches, or casts, after maximum reimbursement from any government plan.

### **Hearing aids**

Hearing aids prescribed by an otolaryngologist, to a maximum of \$250 per ear for each 60-month period, after maximum reimbursement from any government plan.

### **Orthopedic shoes**

Orthopedic shoes designed and constructed specially for the insured, to a maximum of one pair in each 12-month period for an adult, and to reasonable and customary charges for dependent children under age 18.

### **Foot orthotics**

Reasonable and customary charges for custom-made foot orthotics prescribed by either a physician, podiatrist, chiroprapist, chiropractor, or physiotherapist.

### **Diabetic supplies**

Charges incurred by insulin-dependent diabetics for the purchase of an external infusion pump (one every 5 years) and one needleless insulin jet injector per lifetime.

### **Alcoholism and drug addiction**

Treatment for alcoholism and drug addiction as a registered patient in a licensed or approved detoxification center, to a daily maximum of \$150 in centers covered by the provincial plan (\$30 when not covered), for one stay per lifetime of up to 30 days for each insured person.

### **Vision care**

One eye examination by an optometrist or an ophthalmologist per insured person a calendar year, unless such examination is covered in whole or in part by your provincial plan.

Eyeglasses (lenses and frames) or contact lenses prescribed by an ophthalmologist or optometrist, excluding safety glasses or sunglasses, to a maximum of \$240 every 24-month period for each insured person. The 24-month period begins on the date you purchase your eyeglasses or contact lenses, and expires

exactly two years later. This is not a calendar year limitation, so you need to keep track of the date of your purchase to know when you will next be eligible for reimbursement of these expenses. To be certain about the date of your last purchase, contact Great-West Life.

### **Other supplies and services**

- treatment by X-ray, radium and radioactive isotopes;
- oxygen and its administration;
- blood and blood transfusions;
- rental or, at Great-West Life's discretion, purchase of a standard wheelchair, a standard hospital bed, or an iron lung, including maintenance and replacement, and rental of an intermittent positive-pressure breathing machine.

### **Out-of-province expenses**

Out-of-province hospitalization and other medically necessary charges, incurred because of an unexpected emergency or because the services are not readily available within the province, provided some portion of the expense is paid by the provincial plan or would have been considered eligible in the province of residence. To qualify for benefits, you must be covered by the government health plan in your home province.

If you have dependents studying outside your province of residence, make sure their provincial coverage is maintained, since the Supplementary Health Care Plan covers only emergency, unexpected medical services.

### **Out-of-country expenses**

Coverage is provided for you or your eligible dependents in the event of a sudden and unexpected medical emergency or acute

illness or injury that occurs while temporarily travelling outside Canada for business or on vacation. All claims are subject to plan provisions, including coinsurance, maximums, and deductibles.

There is no lifetime maximum for out-of-the country expenses.

**The following expenses are not insured by this plan:**

- non-emergency or follow-up care after the initial emergency treatment;
- non-emergency and/or ongoing care of a condition for which the patient was receiving treatment in Canada, or treatment the patient could reasonably anticipate would be required while outside Canada;
- pregnancy and/or delivery related expenses after the 35th week of pregnancy, or at any time prior to the 35th week if the patient's Canadian doctor considers the pregnancy high risk;
- continued medical care following an emergency outside of Canada if the patient's medical condition permits a return to Canada for treatment.

In addition, you must maintain coverage with your provincial health plan in order to be eligible under this plan. Please refer to the How to make a claim, later in this section, for details on claims submission and coordination of payment with your provincial plan.

Since the Supplementary Health Care Plan covers only emergency, unexpected medical services, we suggest that you contact your provincial health plan to determine whether extended coverage is available if:

- you or your eligible dependents are planning to be away from Canada for more than 6 months;

- . you have dependents studying outside Canada; or
- . you specifically leave Canada to obtain treatment.

If you are travelling outside of Canada on CBC/Radio-Canada business, you should call Medex Assistance (Policy 7733) in the event of a medical emergency. The phone numbers are listed on the MEDEX Identification Card.

If you have Voluntary AD&D coverage you also have Global Medical Assistance (Policy 325407), also provided by MEDEX. In the event of a medical emergency while you are more than 500 km from your place of residence in Canada or out of the country for pleasure, you should contact the nearest location indicated on your Identification Card.

## **Limitations**

The Supplementary Health Care Plan does not cover charges for:

- . any services or supplies:
  - that are covered by any government plan, or prohibited from coverage;
  - to which the insured is entitled under Workers' Compensation;
  - that are normally available without cost, or for which there would be no charge except for the existence of this insurance;
  - provided by CBC/Radio-Canada, a mutual benefit association, or any employee group;
  - for cosmetic purposes or conditions not detrimental to health;
  - required as a result of committing or trying to commit a crime;
  - required for injury resulting from suicide or attempted suicide, while sane or insane;
  - in connection with an injury or disease resulting

from participation in a riot, insurrection, or war,  
whether declared or not;

- . missed appointments, the completion of forms, and medical examinations for the use of a third party;
- . medications prescribed or dispensed in excess of federal or provincial regulations;
- . any drug which does not have a drug identification number as defined by the Food and Drugs Act, Canada;
  
- . proprietary or patent medicines registered under the Food and Drugs Act, Canada;
- . drugs dispensed by a dentist or clinic or by a non-accredited hospital pharmacy;
- . drugs administered during treatment as an in-patient or an out-patient in a hospital;
- . homeopathic preparations, unless federal or provincial legislation requires a prescription for their sale;
- . drugs that are considered cosmetic, such as topical monoxidil or sunscreens, whether or not prescribed for a medical reason;
- . services performed by unqualified practitioners;
- . mileage and delivery charges, travel expenses for treatment, and registration charges in a hospital;
- . hospital services provided primarily for chronic or custodial care;
- . injuries received during employment with an employer other than CBC/Radio-Canada;
- . a disability for which the insured chooses not to be under the care of a physician;
- . cosmetic surgery or treatment, except as a result of an accident, for which treatment must commence within 180 days of the accident;
- . a physician's travelling time, transportation costs, or advice given by telephone or other means of telecommunication;
- . pregnancy tests and routine health checkups;
- . treatment received during service in the armed forces of any country;
- . immunizations and vaccines used to prevent disease.

## How to make a claim

You must submit your claims no later than 90 days after the date of the service or purchase, or as soon as reasonably possible. **However, no benefits are paid for claims received by Great-West Life more than 15 months after the expense is incurred.**

### Positive enrolment

Positive enrolment is a process that provides Great-West Life with your spouse's and children's names and ages, as well as information on any other group insurance your spouse may have through his or her employer. Great-West Life uses this information to adjudicate health and vision claims and support the co-ordination of benefits. You must complete a Positive Enrolment form any time there is one of the following:

- . a name change;
- . an addition or a deletion of an eligible dependent;  
or
- . a gain or loss of coverage through your spouse's group benefit program.

If you submit a claim for a dependent that is not on Great-West Life's files, the claim will be denied and returned to you. You may obtain a Positive Enrolment form from your local Human Resources office or from the Intranet, complete it and send it to Great-West Life at the following address:

Group Electronic Enrollment - 4W  
The Great-West Life Assurance Company  
PO Box 6000  
Winnipeg, Manitoba  
R3C 3A5

Please do not send it along with a Health or Vision Care claim



form. If you prefer, you can give the form to your local Human Resources office and they can send it for you.

## **In Canada Expenses**

### **Hospital expenses**

Should you or an eligible dependent be hospitalized, present your SHCP identification card to the admission officer. The hospital usually invoices Great-West Life directly. If not, obtain a claim form from your local Human Resources office, and submit it with your bill to Great-West Life with a request to send payment directly to the hospital.

### **Medical and vision care expenses**

Send the HEALTHCARE / VISIONCARE EXPENSES STATEMENT (available from your local Human Resources office or on the Intranet) with all original receipts and bills to Great-West Life.

Make sure that each receipt shows:

- . patient's name;
- . date service given or purchase made;
- . complete itemization of charges;
- . drug identification number (DIN) for drug expenses.

Important: Be sure to include your employee identification number and your complete home address on the claim form. You must sign the form, even if the claim is for another member of your family.

### **Out-of-country expenses**

If you incur medical expenses outside the country, obtain and submit the special out-of-country claim form (including the form assigning government benefits to Great-West Life) as soon as possible after the expenses are incurred, since

provincial plans have very strict time limits. If the claims are submitted after the limit, your claim will be ineligible with Great-West Life.

Obtain form M5432 (Out-of-Country Statement of Claim) from your local Human Resources office and, if applicable, the government assignment form (all provinces except Manitoba). Complete these forms, making sure all required information is included. Attach all original receipts and forward the claim to the Great-West Life Benefit Payment Office. Be sure to keep a copy for your own records.

For the claims submission period applicable in your province or for any questions or for assistance on completing any of the forms, please contact Great-West Life's Out-of-Country Claims unit.

Great-West will pay all eligible claims including the provincial plan portion. The provincial plan will then reimburse Great-West Life for the government's share of the expenses.

### **Coordination of benefits**

Co-ordination of benefits (COB) is a claim procedure for individuals covered under more than one group benefit plan. If you and your spouse are covered by more than one group plan, you may submit claims for medical benefits under both plans and, depending on your spouse's plan, obtain up to 100% of eligible expenses.

Please note that if you and your spouse both work for CBC/Radio-Canada and both have family coverage under this plan, coordination of benefits is only possible for your children's claims (as long as your children do not also work for CBC/Radio-Canada).

## **The COB process**

The COB provision determines which benefit plan is the "first payer" (i.e. the plan to which a claim is first submitted), and which is the "second payer" (i.e. the plan to which any subsequent balance is submitted).

- . If you and your spouse are each covered by two different plans, each should first submit their own expenses to their employer's plan (first payer).
  
- . If both have family coverage, the children's expenses should first be submitted to the plan of the parent whose birthday falls earlier in the year. (For example, if your spouse's birthday is in February and yours is in March, claims for your children should go to your spouse's plan first.)

Any amount not reimbursed by the first payer plan may then be submitted for consideration under the other spouse's plan (second payer). Please be sure to include a copy of all receipts and an original copy of the Explanation of Benefits from the first payer.

If you are separated or divorced, the plan that will pay benefits for your children will be determined in the following order:

1. the plan of the parent with custody of the child;
2. the plan of the spouse of the parent with custody of the child;
3. the plan of the parent without custody of the child;
4. the plan of the spouse of the parent without custody of the child.

## **Automatic COB**

If your spouse's coverage through his/her employer is also with Great-West, it is possible that COB could be processed directly

by Great-West, without any additional involvement on your part, provided the coverage information is indicated on the claim form.

### **Coverage during disability**

If you cannot work due to an illness or injury, coverage for you and your dependents continues as long as you are entitled to Short-Term or Long-Term Disability benefits from the CBC/Radio-Canada.

### **Coverage during a leave of absence**

If CBC/Radio-Canada pays for your coverage, it continues automatically while you are on maternity, adoption, or child care leave. For other types of authorized leave of absence, you may continue coverage, provided you pay the full cost of the benefits.

If you pay for your coverage, you may request that coverage be maintained during authorized leave of absence for any reason, at your own cost.

### **In case of death**

Should you die while covered by this plan, your eligible dependents may continue coverage under the retirees' plan, as long as they receive a survivor's pension from the CBC/Radio-Canada Pension Plan and pay the required premium.

### **At retirement**

When you retire, if you are entitled to a pension from the CBC/Radio-Canada Pension Plan, coverage is available for you and your eligible dependents, at your expense. The required premium is deducted directly from your pension cheque. Consult your local Human Resources office for details.

## **When coverage ends**

Your coverage ends on the date your employment terminates, or on termination of the insurance contract. Coverage for your dependents ends when your coverage ends, or when your dependents are no longer eligible.

## **Extension of coverage**

### **(Bridging - Temporary and contract employees)**

Your coverage may be continued for a maximum of four months to cover the period between contract or temporary employment periods. All premiums due will either be deducted from your last pay cheque or paid by means of a certified cheque. You must inform your local Human Resources office if you wish your coverage to be extended no later than your last day of work. Consult your local Human Resources office for details.

Appendix F

**GRIEVANCE FORM**



**Grievance**

*Location and Grievance No.*

*Collective agreement involved:*

*Article number(s) involved:*

**Grievance explained:**

**Resolution sought:**

---

**Grievor**

---

**Guild Representative**

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**Date**

*Send copies to: 1) Local Industrial Relations, 2) Local Guild President  
3) Local Guild Grievance Chairperson 4) CMG National Office*

Appendix G  
Letter of Understanding  
**JOB EVALUATION**

The Corporation with Union involvement will design a job evaluation plan to meet internal requirements and legislative requirements.

The work of the parties will commence after the ratification of this Agreement.

A protocol is attached for informational and guidance purposes. This protocol is without prejudice to either party's position related to any outstanding joint bargaining issues.

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 (Program and Administrative Units) 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

o Prepare Job Descriptions

o Give Job Descriptions to Committee

o Evaluate all non-benchmark jobs

o Present results to committee (Including job descriptions, scores on all factors, total scores)

Joint J.E. Committee

o Develop JE Plan

o Check and Validate Job descriptions for content

o Select Benchmark Jobs

o Test & evaluate the plan using benchmark jobs

o 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:

- o internal and external plans
- o previous work done by the parties with regard to a new J.E. plan
- o 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 work place 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 downward, 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 (Program and Administrative Units) 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. The application of an agreed new plan cannot raise the Corporation's costs and reduce its productive capacity. 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, i.e. the price for paying the bill of one-time and ongoing costs could be a smaller workforce.*

### Interim Arrangements

#### 1. Existing Activities

At the time of the signing of the Collective Agreement, all Job Evaluation 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:

- o A communications strategy
- o 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.
- o 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 Letter of Agreement

This letter 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 H

### **CORPORATION POLICIES**

Attached hereto, for informational purposes but not forming part of the Collective Agreement, are the following Corporation policies which will remain in effect for the life of the Collective Agreement.

HR Policy 1.1 - Harassment - *Current Policy*

HR Policy 8.0 - Disability Income Protection Plans

HR Policy 8.2 - Short-Term Disability Income Protection Plan

HR Policy 8.3 - Special Short Term Disability Income Protection Plan

HR Policy 8.4 - Long Term Disability Income Protection Plan

Finance Policy 401.1 - Travel and Entertainment Policy  
Appendix A - Travel and Entertainment Policy

HR Policy 9.3 - Allowances and Expenses - Isolated Locations  
Appendix N - List of Isolated Locations

HR Policy 9.5 - Relocation  
Appendix A - Relocation Expenses (Home Disposal Plan)

HR Policy 9.6 - Relocation Expenses - Foreign Postings

HR Policy 9.9 - Interest-Free Loans on Relocation

HR Policy 10.0 - Retirement



## Appendix I

### **CBC, CMG AND CEP PERFORMANCE MANAGEMENT AND STAFF DEVELOPMENT**

#### - Guidelines -

The CBC, CMG (Administrative Unit), CMG (Program Unit), and CEP believe that a corporation's success and growth and the success and growth of the people that make up the corporation go hand in hand. We are jointly committed to a workplace where people are set up to succeed in their work, where they understand how their work fits into the corporation's overall direction, and where they have the opportunity to continually improve their skills and pursue a career path that benefits both them and the organization. In order to bring this commitment beyond words, we have jointly developed a Performance Management and Staff Development process. This process is an ongoing activity within the CBC, which we will review and improve on a regular basis.

Responsibility for managing this process rests with the CBC. A Joint Performance Management and Staff Development Committee comprised of representatives from CMG (Administrative Unit), CMG (Program Unit), CEP and the CBC will:

- monitor and evaluate the effectiveness of the process (this will include a full audit of the process after the first eighteen months of operation)
- review and make recommendations about the CBC's training investment in employees who are members of CMG (Administrative Unit), CMG (Program Unit), and CEP, and

- make changes to the Performance Management and Staff Development process as necessary.

The Performance Management and Staff Development process will include a regular performance meeting and feedback process, training and staff development component, and a skills inventory.

The parties accept that a climate of trust and common sense is necessary to fully achieve this commitment.

## 1. Objectives

The objectives of the Performance Management/Staff Development process are:

- to provide a structure for individual performance planning and joint clarification of performance expectations to enhance individual and organizational performance;
- to provide a structure for constructive feedback to staff to assist with both performance improvement and the identification of individual developmental needs and goals;
- to enhance the effectiveness, objectivity and consistency of processes for:
- managing probation and apprenticeship programs;
- recognizing and acknowledging outstanding performance and initially identifying possible unsatisfactory performance; and ,
- validating and updating employees' individual

skills inventory.

## 2. Application and Scope

The performance management/staff development process will be implemented for all CMG (Administrative), CMG (Program) and CEP (Technical) employees at the Canadian Broadcasting Corporation in accordance with these guidelines.

Each employee will have a designated supervisor for the purpose of the Performance Management and Staff Development process. The employee will be advised of their supervisor at the time of their hiring/promotion, or, for existing employees, at the time of implementation of the performance management/staff development process, within their place of work.

In some cases, the supervisor could be a bargaining unit member . In all cases the designated supervisor will have the necessary responsibility and access to training funds to carry out performance management and staff development plans. Supervisors will actively participate in a performance management and staff development process themselves.

The implementation of the performance management/staff development process should commence with managers and supervisors followed by implementation for all other staff.

Two key parts of performance management are setting realistic objectives and getting timely, constructive feedback. Employees will be encouraged to get feedback from a range of sources, including their supervisor. In some cases it will make sense to invite people who are or will be providing feedback to the performance management meetings. The supervisor and employee will jointly determine when this is suitable, and how to best invite these people into the performance management process.

### 3. Components of the Process

The performance management cycle will include the following elements:

- a participative performance planning process which will involve the development of an agreed set of performance goals, performance indicators and a feedback plan for the ensuing performance period;
- a mid term review
- an end of cycle review
- the completion of a personal development plan, and
- an updating and validation of the employees' skills inventory.

### 4. Performance Planning

Effective performance planning is seen as central to the Performance Management and Staff Development process. Performance planning will involve the staff member and supervisor jointly developing and signing off on an agreed set of realistic performance goals, performance indicators and a feedback plan at the commencement of the performance management cycle. These may involve both quantitative and qualitative measures and will provide a basis for the mid-term and end of cycle reviews.

The employee will retain an updated copy of the performance plan.

Where agreement on the content of the performance plan or review cannot be reached between an employee and their supervisor the matter will be referred to the next level supervisor . The number of these situations will be one of the

items included in the first audit and in the regular review of the Performance Management and Staff Development process.

## 5. Mid Term and End of Cycle Reviews

While employees and supervisors should, as a matter of course, meet regularly to review work progress and difficulties that may be encountered and to re-evaluate priorities, the performance management process will require a mid-term and end of cycle review.

The mid-term review is an opportunity not only to reflect on progress but also to review goals/standards in the light of any changes to priorities and direction within the area.

The end of cycle review will focus on achievements against performance goals based on the performance indicators, validation and updating the skills inventory for the period, feedback on performance and identification of possible development needs/aspirations.

The review processes will emphasize a joint approach with employees initially undertaking a self-appraisal, and sharing other feedback received, for discussion with their supervisor.

## 6. Documentation

A guide to the process will be developed (see attached guide) and reviewed from time to time by the Joint Performance Management and Staff Development Committee. The guide and forms will be kept simple and practical, recognizing that the value of the process is derived from the quality of the communication and planning between staff and supervisors, not from a form filling exercise. The guide will include

- an overview of the process
- a guide for the subsequent mid term and end of

- cycle reviews, and
- a summary review form that includes: priority goals, performance indicators, feedback plan, summary of results achieved, and summary of developmental plans (which will usually be identified as priority goals).

Completed documentation about performance results will be kept confidential to the employee and the employee's supervisor, unless both parties agree to share them with others. Documentation relative to objectives and development plans will be reviewed by the next level supervisor for consistency with other developmental plans and with higher level goals and corporate direction.

An employee will not be disadvantaged in relation to their employment if a recent performance document has not been completed through no fault of that employee.

## 7. Links with Unsatisfactory Performance Procedures

The procedures for dealing with unsatisfactory performance are set out in the various discipline and performance review articles in the participating union collective agreements.

Where a possible case of unsatisfactory performance for an employee, who has completed their probationary period and, which may warrant review and/or disciplinary action, is identified, the aforementioned procedures will prevail.

Documents from the Performance Management and Staff Development Process will not be used to support a case of disciplinary action.

## 8. Supervisor and Employee Support

The parties recognize that the successful implementation of

performance management at the CBC will require appropriate training and professional support.

The CBC will develop a program of appropriate training modules for supervisors and employees. This program will include:

- interview/counseling techniques
- identification and analysis of performance issues
- goal setting
- identification of development needs and career planning, and
- identification of workload issues.

Supervisors will be encouraged to take the above training before undertaking the performance management process. The training will be packaged in a variety of formats (classroom, self-study, Intranet, mini-briefings) and available on a continuing basis, in order to increase ease of training and raise the participation level.

## 9. Joint Performance Management and Staff Development Committee

The Joint Performance Management and Staff Development Committee will include:

- (i) a mutually agreed chair who has demonstrated expertise in the area of performance management; and
- (ii) representatives from CMG (Administrative Unit), CMG (Program Unit), CEP and the CBC.

The terms of reference of this group will be to:

- (i) ensure that implementation of the performance

management is consistent with these guidelines

(ii) monitor and evaluate the effectiveness of the process (this will include a full audit of the process after the first eighteen months of operation and it will include appropriate consultation with all stakeholders in the Performance Management and Staff Development process)

(iii) review and make recommendations about the CBC's training investment, and

(iv) make changes to the Performance Management and Staff Development process as necessary.

The parties to this Agreement are committed to reviewing and evaluating the Performance Management and Staff Development process after eighteen months of the commencement of the process.

## 10. Training

In order to meet the training and staff development needs of this process, the CBC will implement a system, which informs supervisors of their access to training funds before the initial meeting with employees occurs.

The Performance Management and Staff Development Committee will review the CBC's annual training plan for employees who are members of CMG (Administrative Unit), CMG (Program Unit), and CEP, and review its end of year training report. The plan and report will include the CBC's investment in :



- induction training for new employees (e.g.: probationary, apprentice and employees in entry level positions)
- training to enhance an employee's capabilities in their current position
- training for new technology and new work methods
- training to equip staff to act in and advance to more senior level positions, and
- training for new hybrid and multi-skilled positions.

Responsibility for making decisions about the CBC's training investment and for managing that investment will rest with the CBC.

The parties agree that these guidelines meet the intent of the following collective agreement articles: article 30.2 (CEP), article 19.6 (CMG Program Unit), 22.6 (CMG Administrative Unit). Any changes to these guidelines must be agreed to by all parties.

Signed \_\_\_\_\_ 1998

On behalf of:

\_\_\_\_\_  
CMG (Administrative Unit)

\_\_\_\_\_  
CBC

\_\_\_\_\_  
CMG (Program Unit)

\_\_\_\_\_  
CBC

\_\_\_\_\_  
CEP (Technical Unit)

\_\_\_\_\_  
CBC

## Appendix J

### **SAFETY IN HOSTILE / CONFLICT AND COMBAT SITUATIONS**

Recent events in many parts of the world have increased the responsibility of all concerned to ensure, to the extent that it is possible, the safety of all CBC personnel covering stories in hostile, conflict and combat situations.

Towards that end, both parties agree to establish a Joint Committee on Safety in Hostile, Conflict and Combat areas. The committee will examine best practices, equipment requirements, and develop policies for both foreign and Canadian-based staff.

The Joint Committee will hold its first meeting within three months of the signing of this agreement.

The Joint Committee will report back, at various stages of its deliberations, with recommendations for implementation to senior media and human resource lines.

The Joint Committee will be co-chaired by members from the Corporation and the Guild.

## Appendix K

### **OUT-OF-COUNTRY WORK**

- a) Although this Collective Agreement is applicable in Canada only (outside of the Province of Quebec and Moncton, N.B.), it is recognized that the Corporation carries on business in other countries. Nothing in this Collective Agreement prevents employees currently in the bargaining unit from applying to be hired for employment by the Corporation outside of the country.
- b) This Collective Agreement will not apply to the hiring process and to any other terms and conditions of such out-of-country employment. Persons employed by the Corporation for out-of-country employment are not “employees” for the purposes of this Collective Agreement.
- c) At the conclusion of any out-of-country employment, if the Corporation and the affected person agree that re-integration to a position in Canada, including one in the bargaining unit, is feasible, such re-integration will not be subject to the posting provisions of this Agreement. If the person has unbroken service, and notwithstanding b), he/she will be credited with Corporation seniority for the period of time in which he/she was employed by the Corporation out of Canada.

Appendix L  
Letter of Agreement

**MUSCULO-SKELETAL CONDITIONS AND INJURY**

The parties recognize that the demands of various kinds of work, and the environment in which that work is carried out may, in some instances, be a contributing factor to musculoskeletal conditions.

The parties agree to form a joint committee, consisting of no more than four (4) people from each of the union and the employer, to examine ways to reduce the impact of musculoskeletal conditions and injuries. The committee will determine its own methods for fulfilling its mandate. In doing so it will focus on three main areas:

- Prevention
- Education
- Accommodation

The committee will complete its work during the life of this Collective Agreement. As part of its mandate the committee will determine appropriate steps in order to address the above-cited areas. The parties agree to play a positive role in supporting the work of the committee.

Notwithstanding the above, in situations where an employee has a medically documented musculoskeletal condition or injury that requires modification of the employee's work, e.g. more time to complete tasks or a reduced workload, the Corporation will reasonably accommodate such modifications.

Appendix M  
Letter of Agreement  
**THE BETTER WAY – A LIVING CONTRACT**

The parties acknowledge an ongoing problem with implementation of the 1996 Collective Agreement, and agree that the problem is related to inadequate knowledge of the agreement among both managers and union members.

The parties share a concern about the impact of the problem on both the relationship between them and the costs of settling disputes arising out of the contract.

Therefore the Corporation and the CMG agree in this round of negotiations to an initiative designed to promote greater awareness of both the spirit and mutual obligations of the Collective Agreement.

Within 90 days of ratification of a new agreement, the Corporation and the Guild will embark on a joint education program to familiarize managers and Guild members with the collective agreement, its terms and requirements.

The education program will have three components:

1) A briefing tour by two-person teams representing the Guild and Management to meet with managers and Guild members jointly to explain the agreement. The number of teams required and the schedule will be determined jointly between the Human Resources/IR department, the Guild executive and the appropriate representatives of the Media Vice Presidents.

Travel and other expenses for CBC representatives of the teams will be borne by the Corporation, and for Guild representatives by the Guild.

2) A companion guide for the agreement will be written by an

individual mutually agreed upon by the CBC and the Guild (a person from the team). This guide should reflect both the specific requirements of the agreement as well as the spirit and philosophy underlying those requirements. The guide must be vetted and signed off on by both the Corporation and the Guild before being distributed.

The cost of this document will be shared by the Corporation and the Canadian Media Guild, and it will be available no later than eight weeks after ratification of the agreement.

3) An annual one-day forum where a representative and interested group of managers and Guild people will meet to discuss specific problems related to implementation of the Collective Agreement.

This forum must be driven by a focussed agenda agreed to in advance by the Guild and management representatives assigned to this initiative.

This forum will be attended by at least six representatives of each side. At least one of those persons on each side must be bilingual.

Costs will be divided between the Corporation and the CMG.

Recommendations arising from the forum will be submitted to the appropriate vice-president or vice-presidents.

Recommendations which are not implemented must be responded to in writing to the Guild by the appropriate vice-president(s) or their delegates.

The first such forum will be held between the ninth and the twelfth month after ratification. This forum will be empowered to determine whether any subsequent forums are needed during the life of the current agreement.

Appendix N  
**MANDATORY RETIREMENT**

July 18, 2002

Ian Henry,  
Director, Industrial Relations

**Re: Mandatory Retirement**

Notwithstanding the provisions of this collective agreement, the Guild remains opposed to any collective agreement provisions or Corporation policies that specify a mandatory retirement age, and it hereby reserves its right to challenge the legality of such policies or provisions.

The Corporation recognizes that the Guild's agreement to the current collective agreement provisions is without prejudice to its right to challenge the legality of any policies or provisions requiring mandatory retirement.

It is further agreed that no agreements made, positions taken, language proposed or rejected during the current round of negotiations by either party will be used to advance or detract from the position either party takes in any future legal action regarding this matter.

The Guild has given the Corporation notice that it intends to proceed to the courts.

Yours truly,

Dan Oldfield  
Senior Staff Representative  
Canadian Media Guild

## UNIT 1 ARTICLES

**Articles and appendices in this section are applicable to employees in CMG Unit 1 (Program Production and Presentation) only.**



**DEFINITION OF BARGAINING UNIT**

100.1

The Corporation recognizes the Guild as the exclusive bargaining agent for all persons employed in the unit as defined by the Canada Labour Relations Board in its decision of December 10, 1993.

## Article 101

### **DEFINITION OF TERMS**

#### 101.1

The parties will agree to meet on this Definition Article and where agreement is reached on definitions, such agreement will be deemed to be included as part of this Article.

#### 101.2

Classification – Shall mean the duties or job description of a particular position.

Category – Shall mean a group of jobs placed together.

As an example, a reporter is a classification and the On Air Group is a category.

**Spouse – The term spouse includes same-sex partners.**

**Dependant – This term includes dependants of same-sex partners.**

## **DEFINITION OF EMPLOYEE**

### 102.1

The term “employee” as used in this Agreement shall mean any person hired by the Corporation regularly employed in a category/classification included within the bargaining unit hereinbefore defined and/or within a category/classification set forth in the Agreement and shall also include any person employed in any category/classification created which the parties by mutual consent decide to include within the bargaining unit. The Corporation shall notify the Union of the creation of all new categories/classifications, positions or new job functions to be included within the bargaining unit

### 102.2

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

## **JURISDICTION**

### 103.1

The Corporation recognizes and agrees that the Canadian Media Guild is the exclusive bargaining agent for the program production and presentation bargaining unit comprising all on-air personnel plus all personnel whose core functions are associated with the elaboration, preparation, production, coordination and completion of radio and television programs produced solely by the CBC outside the province of Quebec and of Moncton, N.B.

By way of example, this includes producing, directing and related duties, writing, re-writing of news, editing, reporting, announcing, hosting, voicing, research, program marketing, library services, the line-up and assignment functions. It is also understood these functions shall continue to be assigned to persons represented by the Canadian Media Guild.

### 103.2

The Parties recognize that new media developments, whether CBC-owned or through partnerships and joint ventures must continue to be part of CBC's development and survival strategies in the future.

It is agreed that there will be ongoing dialogue on these ventures, and each party will respond to the other's request to meet to discuss concerns related to these areas and work opportunities which might apply to them.

The Corporation fully values its CMG employees and the work they do for the CBC.

In new ventures controlled by the Corporation, from the date of ratification of this contract, the Corporation recognizes the Canadian Media Guild as the bargaining agent which represents

people who perform the same functions as those covered under article 100.1 and 103.1 of this collective agreement.

With respect to co-ventures, partnerships and other such ventures, the Corporation will continue to undertake its best efforts to use persons in the bargaining unit for assignments as defined in article 100.1 and 103.1.

It is also recognized that given the uncertain or unknown nature of new media ventures, all areas of the current Collective Agreement may not apply. In such cases the parties will meet prior to start up to negotiate as to what terms and conditions apply.

Should there be any arbitration arising out of this process, such an arbitration will be expedited as per clause 36.6.1 of this collective agreement.

### 103.3

The Corporation agrees that in fulfilling its mandate as Canada's national public broadcaster it will continue its practice of using members of the bargaining unit in the making of excellent high quality programs. Towards that end, it undertakes to:

- continue its tradition and practice of producing a significant majority of its news programming both in Radio and Television, in-house;
- continue its tradition and practice of producing a majority of its information programming, both in Radio and Television, in-house;
- in Television, the Corporation will continue to produce arts, entertainment and performance programming in-house;
- in Radio, while recognizing the Corporation's right to acquire programming, it will continue its tradition and existing practice of producing arts and

entertainment (comedy, music and drama) in-house.

#### 103.4

It is agreed that news and information programs are defined as programs that cover various interests such as politics, public policy issues, sports, science and culture in a journalistic manner. It is not the intent of the Corporation to alter the definition above in a manner which would diminish the role of employees within the bargaining unit.

#### 103.5

Where a dispute arises over whether a program is news, information or arts and entertainment, the determining factor shall be the content of the program, not the department in which it is produced.

#### 103.6

The Corporation shall not assign to employees outside the bargaining unit duties performed by members of the bargaining unit, except:

- a) that supervisors and instructors may perform the above duties in the execution of their supervisory duties.
- b) it is further agreed that various types of employees, non-employees and freelancers contribute to and prepare programs, or program segments and services normally under the direction of a producer within the bargaining unit. Nothing shall require the Corporation to modify such a practice.
- c) that duties as defined in the above article may also be assigned to employees of the Corporation employed in the province of Quebec and Moncton,

N.B. and working outside of those regions providing that such work does not replace or displace any employees in the Canadian Media Guild bargaining unit, provided that employees within the Guild bargaining unit can work within the province of Quebec and Moncton, N.B.

d) persons in the CEP Unit and CMG General Administrative Unit can be assigned to do work normally falling within the CMG bargaining unit provided that employees in the CMG bargaining unit can do work normally falling within the CEP Unit and CMG General Administrative Unit and provided that such duties do not normally constitute the core functions of any such personnel.

e) unless the parties agree otherwise.

103.7

The Corporation maintains the right to commission programs or co-productions from independent producers in accordance with the practice heretofore established. It is not the intention of the Corporation to engage in co-productions solely to avoid the rates of pay currently being paid to employees in this unit. For co-productions in which the Corporation holds ownership of copyright, the rate of remuneration of persons employed by these independent producers shall be not less than the established rate for such persons in this Agreement. When such commissioned programs or co-productions are produced using facilities leased or owned by the Corporation, dues will be remitted to the Canadian Media Guild by the co-producer as per the schedule of dues applicable in this Agreement. The co-producer shall also be required to advise the Canadian Media Guild of the names of persons employed by the independent producer involved in the said co-production no later than at the time of shooting. When the Corporation enters into such co-productions, a CBC employee(s) may be assigned to participate in that co-production when required.

The Corporation will promote the use of its employees when negotiating with independent producers for such co-productions.

It is not the intention of the Corporation to circumvent the intent of this clause i.e. only hire for the intent of obtaining labour at the cheapest rate.

#### 103.8

If the Corporation provides its own employees to a co-production and if the core functions are similar to that identified in 103.1, it is understood such employees provided to the co-production will be employees of this unit.

#### 103.9

When the Corporation assigns employees to co-productions, such assignments will be made in accordance with provisions of this collective agreement, and the Corporation will ensure that such employees continue to enjoy all rights and privileges provided in this collective agreement.

#### 103.10

The CMG and the Canadian Broadcasting Corporation face an unprecedented period of change in markets, competition, technology, of government funding and employee values and expectations. Past success is no guarantee for the future and the organization and its workplace must change accordingly. There are substantial strengths within the Corporation and the Union which can be built on successfully. As the parties face the challenges of the future, they share the following values:

- viewer/listener impact;
- the overriding value of people as a resource;
- quality and continuous improvement;
- a continuous learning environment;
- union-management collaboration;



- employee diversity;
- a commitment to training;
- positive human interactions;
- ability to compete successfully in the evolving media environment.

The overall goals of the Corporation are to continue to sustain a world-class broadcasting system, to provide employment opportunity, and to capitalize on local initiative based on principles and constructive joint relationships rather than on rules or restrictive practices.

The parties agree to a continuing objective of simplifying the workplace and to the creation of a more flexible collective agreement responsive to rapidly changing needs.

To oversee the progress of change at the CBC, the parties have established a Corporate Steering Committee. Senior executive officers and other representatives of the Corporation and the Union will work together on this joint committee thereby ensuring the commitment of both parties to moving forward on workplace reorganization.

The parties agree to meet regularly to share relevant information relating to the evolving media environment and to identify new approaches that might be incorporated into the collective agreement. There would be at least one (1) meeting each year with the President along with the senior media Vice-Presidents. In addition, senior media Vice-Presidents would meet with senior Union officers on a quarterly basis. In addition, the Corporation and the Union jointly accept the proposition that this evolutionary process is a key element in building trust.

The parties recognize that stable employment is a mutual interest and goal and jointly agree to utilize every practicable means to assure it within the constraints of competitive, economic and regulatory realities.

Should the Corporation decide to proceed with a transfer of a

portion of the Corporation to outside interests or with a partnership agreement involving work which regularly falls within the scope of the collective agreement, the Corporation agrees to initiate discussions, at the Corporate Steering Committee level, to establish a transition process that will minimize the impact on employees. It is agreed that the Corporation will not be opposed to any application for certification involving Corporation employees (CMG members) transferred as a result of the sale of business, subject to applicable legislation.

The Corporation agrees to bring, whenever possible, to partnership arrangements, CBC employees as one of its assets. Where the CBC is successful such employees shall be covered by the terms of this collective agreement except that for displacement purposes, said employees can neither displace into the CBC nor can CBC employees displace them.

It is further understood, such a meeting will provide the union an opportunity to fully discuss any concerns regarding co-production and contracting out. Such a meeting will not replace the rights outlined in the grievance procedure.

103.11

Announcer-Operators and Technician-Announcers will continue to operate in the same manner and to the same extent in the performance of their normal duties, **subject to the outcome of the Job Evaluation process.**

## **EMPLOYMENT STATUS**

### 104.1

Employees hired into a permanent vacancy within the bargaining unit shall be considered full-time employees of the Corporation, with these exceptions:

- a) Producers, Associate Producers, Announcers/Host/Anchors in Television Arts and Entertainment and Performance programs.
- b) Announcers/Hosts/Anchors of Comedy, Music and Drama programs in Radio.
- c) Commercial Producers and Associate Commercial Producers hired to fill vacant positions which had been filled immediately prior to the vacancy by a contract employee.
- d) One of every two new Commercial Producer and Associate Commercial Producer positions created after July 3, 1998.
- e) Or as otherwise indicated in this Agreement.

### 104.2

Persons who wish to retain contractual status and other regular contract employees of the Corporation on contracts of twelve (12) months or longer, with the exception of Television Arts and Entertainment continuing contract producers, will be notified in writing of the Corporation's intention to renew or not renew the contract sixty (60) days prior to the end of the contract. Contracts of thirteen (13) weeks but less than one (1) year will be notified in writing thirty (30) days prior to the end of the contract of the Corporation's intention to renew or not renew the contract. In

cases of non-renewal by the Corporation, the Corporation will pay one (1) week's salary for each six (6) months of continuous service or major portion thereof with the Corporation. The non-renewal of a contract shall not be subject to the grievance procedure.

### 104.3

In the event the Corporation terminates a contract of one (1) year or more for other than disciplinary reasons, the Corporation shall give notice or pay in lieu of notice as above or as required in accordance with the termination terms of the individual contract whichever is greater. The Corporation will pay one (1) week's salary for each six (6) months of continuous service or major portion thereof with the Corporation.

### 104.4

The Corporation may employ persons on an individual contract for a term of one (1) year or more as per 104.1 or unless individuals wish to retain contractual status.

#### 104.4.1

Persons employed by the Corporation on a term contract for one (1) year or longer shall have access to either the full-time benefit package (excluding pension) or an amount equal to the cost of the full-time benefits including the Corporation's contribution to pension. The determination will be made by the Corporation. For clarity, the intent is to provide the same benefits or cost of benefits enjoyed by full-time persons. Such persons cannot participate in the CBC pension plan but can have access to the CBC group registered retirement savings plan.

#### 104.4.2

**Former ATPD Continuing Contract Producers in Television Arts and Entertainment Programs are not eligible for staff status but will retain their continuing contractual status.**

**A continuing contract is one which is automatically renewed year-to-year at a remuneration which is negotiable, but which shall increase by an amount not less than the increase negotiated with the union.**

104.5

An employee who resigns from the Corporation may do so in writing with at least two (2) weeks notice or such other period as mutually agreed upon between the employee and a supervisor.

104.6

The Corporation undertakes that an employee affected as a direct result of contracting-out to the point that they lose their position will be treated in the following manner:

The Corporation will advise the union and employee at least four (4) weeks in advance of the area to be contracted out.

The union and the Corporation will meet to discuss the contracting out with a view to minimize adverse effects on employees.

The minimizing of adverse effects can include retraining, reassignment, and/or relocation to an available position. In the above, it is understood the posting provisions will not apply.

If an employee refuses retraining, reassignment or relocation or if no position is found, the employee will be dealt with in accordance with the economy severance provisions of this Collective Agreement. An employee who cannot be placed after utilizing the economy severance provisions and such an affected person is actually laid-off as a direct result of contracting out, he/she will have re-employment rights for twenty-four (24) months from the date of layoff.

## 104.7

If the Corporation has a valid business case (which will be shared with the union) enabling the contracting out of the Production Support Group such as e.g. Media Librarians, Program Marketing Co-ordinators, Communications Assistants, Resource Co-ordinators and Resource Associates, etc. , if such a business case results in the layoff of one of the above-noted individuals and is as a direct result of contracting out, if he/she cannot be placed after utilizing the economy severance provisions of the Collective Agreement and such an affected person is actually laid-off, he/she will have re-employment rights as per 118.9 but for a twenty-four (24) month period from the date of layoff. Further, he/she will also be entitled to additional layoff pay equal to one (1) extra week's salary for each year of continuous service which will be in addition to the layoff pay outlined in 118.5.

## 104.8

The following Articles do not apply to:

### **Individual Contract**

Article 104	- Employment Status (104.1)
Article 107	- Part-Time
Article 14	- Posting of Vacancies
Article 5	- Review Process
Article 115	- Retirement
Article 4	- Discipline
Article 118	- Economy Severance
Article 121	- Freelance Rates
Article 123	- Work Week, Days Off and Overtime * ***
Article 124	- Posting of Schedule **
Article 125	- Meal and Break Periods * **
Article 11	- Shift Differential**
Article 127	- Call-Back **
Article 128	- Turn-Around and Encroachment**

\* Means in some special circumstances, such benefits/clauses can apply pro-rated

\*\* Except in case of daily scheduled

\*\*\* Except in the case of assigned weekly and daily scheduled

## PROBATION

### 105.1

A twelve (12) month probationary period shall apply to any person newly hired on the basic establishment, as of the date of hiring. An employee may be confirmed in his job at any time before the end of the twelve (12) month period. On agreement with the Union, however, this period may be extended by six (6) months.

This provision will be implemented in the following manner:

**As of September 9, 2002:**

**More than 18 months service – complete 2 year probationary period.**

**Between 6 and 18 months service – 6 month probation**

**Less than 6 months service – balance of 1 year probation**

**New employees – 12 months as provided by the new language**

### 105.2

Employees released within the first two years of employment shall be given the following

3 months to 1 year of service: Two (2) weeks salary which shall account for notice.

1 year to 18 months of service: Three (3) weeks normal salary which shall account for notice.

18 months to 24 months service: Four (4) weeks normal salary which shall account for notice.



### 105.3

The Corporation agrees that the probation period will not be used simply to avoid confirming newly hired persons to full-time permanent status. To clarify, this means the Corporation will not abuse or misuse the probationary period by making a practice of keeping persons employed only to release them close to the end of the probationary period.

### 105.4

If the Corporation releases someone on probation, the reasons for such release will be given in writing if requested by the individual concerned.

## **TEMPORARY**

### 106.1

The parties recognize and accept that persons may be hired to meet temporary needs as hereinafter provided.

Temporary persons can be hired for specific relief (replacing an absent employee) or emergency purposes and shall not be engaged in excess of twelve (12) months on such a relief or emergency without written approval from the Union.

The above limitation does not apply to per-occasion temporaries hired on a per-occasion basis e.g. two (2) or three (3) days per week. If such persons have a regular weekly schedule, they will be hired in accordance with Article 107.

### 106.2

Temporaries may also be utilized for other reasons than those stated above and it is recognized that where temporary employment falls outside the above-noted restrictions, or if due to abnormal circumstances temporary employment will exceed the above-mentioned time-limit restrictions, the Union must be informed for approval. Such approval shall not be unreasonably withheld.

### 106.3

It is the intent of the parties to keep the use of temporaries to a minimum and further, there will be no abuse of temporary employment where it would eliminate, displace, or prevent the hiring of a full-time employee.

### 106.4

Temporary employees hired under thirteen (13) weeks will receive

an all-inclusive payment for all health benefits and vacation entitlement of 12.5% of basic salary. It is further agreed no other payment will be required or made.

#### 106.4.1

Holidays listed in Article 129 shall apply except that the temporary hired for a period less than thirteen (13) continuous weeks 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.

#### 106.5

Subject to any restrictions contained in various benefit plans or legislation, temporaries hired for a period of more than thirteen (13) continuous weeks will enjoy the benefit plans related to this Agreement pro-rated for time worked, with the exception of STD, LTD and pension.

#### 106.6

A temporary employee hired into a full-time non-contractual position will have the actual time worked as a temporary employee in the bargaining unit counted toward the following:

- salary scale for the full-time position (provided the scale for the full-time position and the temporary position is/was in the same class or level);
- all time worked within one (1) year from being hired into full-time employment will be counted towards the probationary period.

#### 106.7

Temporary employees at the location will be given special consideration if they choose to apply for a position within the

same level.

## **PART-TIME**

### 107.1

The parties acknowledge the continuing need for full-time employees with regard to the proper operation of the organization. The parties also recognize the need for part-time employment in a variety of situations filling a variety of needs. Such part-time employment can be used within a location or work area subject to the following conditions:

### 107.2

The same hiring criteria used for the hiring of full-time employees will be used when hiring part-time persons in similar positions.

### 107.3

The hiring of part-time employees will not replace or displace other flexible work arrangements currently outlined in the collective agreement, e.g. compressed work-week, job sharing, etc. It is also agreed part-time persons will not be used to displace current full-time employees.

### 107.4

Except when work is not available or in circumstances beyond the control of the Corporation, part-time employees, will not have their employment terminated except for just and sufficient cause. Part-time employees will be confirmed after a probationary period equal in time worked to the probationary period of full-time employees as defined in article 105, or three years, whichever comes first.

### 107.5

Part-time employees where possible will have their hours posted on

a work schedule two weeks in advance and once posted, no change will take place unless by mutual agreement. Daily hours posted will be a minimum of four (4).

#### 107.6

Part-time employees will have any applicable full-time annual leave / benefit plans pro-rated on the basis of hours worked.

#### 107.7

When full-time vacancies become available, part-time and temporary employees at the location will be given special consideration if they choose to apply for such a position(s).

#### 107.8

Remuneration for part-time work will be as per the scales in the collective agreement pro-rated for actual time worked.

#### 107.9

This part-time employment shall not interfere with the use of (relief) temporary employees.

#### 107.10

It is recognized that part-time employees can be used in emergency situations or to replace short term absent employees. In these cases, it will not be possible to schedule such persons on the schedule.

#### 107.11

It is recognized that due to changing circumstances, current full-time persons who cannot meet their changing circumstances through other flexible arrangements can apply for a reduced work week/part-time schedule. If the operational circumstances permit and there is mutual agreement to do so, full-time permanent

persons can work a reduced/part-time work week for no longer than one (1) year.

107.12

With the exception of the full-time employee's pension plan, all applicable benefits will be pro-rated for the full-time permanent person working a reduced/part-time schedule and shall be based on hours worked, (two (2) days or fifteen (15) hours per week minimum). Seniority will continue to accrue on an hours worked basis. The employee will participate in the part-time pension plan.

107.13

Prior to the year expiring, the full-time person will decide whether he/she would like to continue the part-time arrangement. If part-time work is available and there is mutual agreement to do so, the full-time employee will convert to a regular part-time employee with the understanding that if the full-time position is to be filled on a permanent basis, it shall be done through the posting provisions of the collective agreement.

107.14

Full-time employees will not be forced in any way to convert to or accept part-time employment.

107.15

Full-time persons who wish to apply for a reduced/part-time schedule either for the initial one (1) year period or for a regular part-time employee status, will do so in writing with a copy being sent to the national office of the union.

107.16

The parties agree to cooperate in meeting the requests of full-time permanent employees in this regard.

107.17

Part-time persons will not be required or forced to work more than five (5) days per week.

107.18

Overtime will be applicable on the basis of full-time equivalent i.e. after eight (8) hours per day or forty (40) hours per week or otherwise mutually agreed to.

107.19

The following Articles will not apply to part-time employees:

- Article 104 - Employment Status
- Article 14 - Posting of Vacancies \*
- Article 110 - Hiring and Promotion
- Article 112 - Foreign Correspondents
- Article 114 - Severance
- Article 117 - Corporation Seniority
- Article 118 - Economy Severance (except layoff pay)
- Article 123 - Work Week, Days Off and Overtime
- Article 125 - Meal and Break Periods \*\*
- Article 126 - Compressed Work Week
- Article 125 - Job Sharing
- Article 127 - Call-Back
- Article 128 - Turn-Around and Encroachment
- Article 18 - Annual Leave (Benefits pro-rated as applicable)
- Article 26 - STD/LTD (Benefits pro-rated as applicable)
- Article 28 - Life Insurance
- Article 39 - Hospital/Medical Coverage - Full-Time Permanent Employees
- Appendix E - Benefits (Benefits pro-rated as applicable)
- Appendix G - Job Evaluation

\* New permanent ongoing positions initiated by management

\*\* May be applicable depending on scheduled hours



## **OCCASIONAL CONTRIBUTORS**

### 108.1

Individuals who are paid for occasional contributions shall be paid in accordance with Article 121. This applies to both members and non-members of the bargaining unit.

### 108.2

Whether or not the persons are members of the Canadian Media Guild, the appropriate dues shall be paid to the CMG.

### 108.3

Any additional payment authorized for additional work outside a CBC employee's shift will be paid overtime as appropriate. However, no pyramiding of payments or double payments are allowed under this article.

### 108.4.1

The following occasional contributors will not receive payment:

- A political figure taking part in a program on government affairs, persons holding or candidates for public office.
  
- A member of the Armed Forces of Canada when appearing in any program primarily for the purpose of describing military ceremony or for the purpose of recruitment, education or information relating to the Armed Forces.

### 108.4.2

The following occasional contributors do not require payment.

If payment is given, the provisions of 108.1, 108.2, and 108.3 will apply.

- A member of the public appearing incidentally as part of a public event or of a studio audience or as a participant in an open-line broadcast.
- A participant in a broadcast of any religious service.
- A student participating in an educational broadcast.
- Persons appearing as themselves on a broadcast produced in cooperation with a school, college, university, or educational organization.
- Children under sixteen (16) years of age appearing as themselves.
- The person who is the subject of the actuality and is interviewed as such.
- A contestant participating in a quiz program or program game, provided that such a contestant is not rehearsed to develop an individual characterization.
- Non-professionals appearing as part of local community affairs, historical re-enactments, county fairs and similar events on location, of which the Corporation is not the prime producer.
- Any person who, in accordance with his/her occupation or status, takes part in a program as a lecturer, public services information officer, or designated spokesperson for an organization.

- Any person working within the jurisdiction of another bargaining agent which has an agreement with the Corporation.

- A person who is interviewed as a guest or who is a guest on a panel, except as described in Article 108.4.3.

#### 108.4.3

A person who is not a member of the bargaining unit, but is a recognized specialist, and who is requested to contribute to a program or program segment on his or her specialty, will not require payment until he/she has made four (4) such appearances in any twelve (12) month period.

## **PRODUCER'S AUTHORITY AND RESPONSIBILITY**

### 109.1

Producers have authority over and responsibility for a series of programs, a program, or segments of programs in either TV or Radio and under the overall authority of management. Producers will participate from the earliest possible stage in the development of programs they are to produce. The producer's authority is recognized at the level of conception, production, direction and completion of the program, and gives them the right:

- a) to submit and discuss any program project they consider worthy of interest;
- b) to participate in the intellectual, material, and financial development of a program and in the development of the program objectives as soon as the Corporation decides to undertake production. Failing such participation, the Corporation cannot impose the production on the producer.
- c) not to undertake the production of a program if they do not concur in the program objectives, including, but not limited to, the program content, form and style, resources and allotted production time, and audience objectives. Such right shall not be exercised unreasonably.
- d) to exercise authority over and be accountable for resources and all stages of the production of the program within the program objectives, from the time the Corporation decides to undertake its production;
- e) to choose and appraise participants, select resources and elements of the program they produce within

the mutually agreed objectives of the program;

- f) to re-negotiate the program objectives of any major element including, but not limited to, program content, form, and style, participants, resources and allotted production, and audience objectives are changed.

## 109.2

Once a project is approved and the budget established, the producer uses these funds according to the requirements of the program or program series, taking into account the availability of the services and resources.

### 109.2.1

The producer may obtain from his/her supervisor all information relating to the direct and indirect cost of his/her program(s).

## 109.3

The Corporation will protect the authority of the producer over the content, form, and budget of the program it assigns to him/her and shall not intervene except to protect and achieve the agreed program objectives and its basic interests as defined in Management Rights - Article 34. The Corporation delegates to the producer and/or director full authority over employees in the studio, the control room, on location and in post-production facilities during the rehearsal, production and broadcast of the program and will not intervene except to protect Corporation regulations.

### 109.3.1

When a producer and director work on a TV program or series of TV programs, the final authority between the two of them rests with the producer.

#### 109.3.1.1

When an executive producer is assigned, the producer recognizes the final authority of the executive producer at the level of conception, production and completion of the program.

#### 109.3.2

Except in an emergency situation, the producer will be consulted and his/her opinions taken into account in any post-broadcast editing of his/her program.

#### 109.4

The Corporation shall not change a producer's assignment or remove him/her from a program or series without justification, and will act only after considering the producer's performance in meeting the mutually-agreed objectives of the program or series, and after discussing his/her performance with the producer. The Corporation will give the producer at his/her request, the reasons in writing for such change or removal.

#### 109.5

The employment of a person as a producer shall be the responsibility of the Corporation, subject to the provisions of this agreement. Persons with the ability in conception, production and direction of a television or radio program, or persons with equivalent experience in related fields will be hired.

#### 109.5.1

No person holding a managerial position in the Corporation may be assigned as a producer unless his/her management function is officially suspended while he/she acts as a producer.

#### 109.6

The Corporation undertakes to include a fair mention of the

producer both in its written publicity and on-air promotion.

109.7

It is agreed that the following are special assignments given at the Corporation's discretion:

- a) Executive Producer;
- b) Senior Producer.

109.8

Employees can inform the Corporation in writing that they wish to be considered for such future special assignments. Such a letter shall indicate what qualifies them for consideration.

109.9

The Corporation shall not change the special assignment of any employee in a capricious manner. If the Corporation removes an employee from a special assignment, he/she will be given written reasons for such removal, if requested. Any significant change in assignment shall be made in consultation with the employee concerned. The appointment or removal of any employee from a special assignment shall not be the subject of a grievance.

109.10 Executive Producer

109.10.1

To be appointed an Executive Producer, a person must have experience in producing and given proof of his/her competence and must have been a producer for a minimum of two (2) years.

In some circumstances, the Corporation in the best interests of timely and effective programming may wish to hire or appoint a person with acknowledged reputation in a related profession.

109.10.2

An Executive Producer may exercise his/her authority over one (1) or more programs or program series.

The Executive Producer shall at all reasonable times be available and accessible to the Producers under his/her authority, in order to maintain a continuing and close relationship with them in the day to day exercise of their respective functions.

### 109.10.3

When an Executive Producer is appointed, he/she shall receive at least an additional ten percent (10%) of his/her basic salary during the period of the appointment.

## 109.11 Senior Producer

### 109.11.1

To be appointed a Senior Producer, a person must have recognized experience and competence in the field of activity to which he/she will be assigned.

### 109.11.2

When a Senior Producer is appointed, he/she shall receive at least an additional five percent (5%) of his/her basic salary during the period of the appointment.

### 109.11.3

If the Corporation removes a person from the assignment of Executive or Senior Producer, if requested by the Producer, the Corporation will provide reasons for such removal.

## 109.12 Associate Producer

An Associate Producer with direction from one or more producers may participate in the production, direction and post production of



a program or program segments.

In the absence of a supervisor with responsibility for the program unit, an associate producer will be upgraded and assume the responsibilities of the producer. These responsibilities can include, production, direction and post production or parts thereof, depending on the program.

## **HIRING AND PROMOTION**

### 110.1

When filling a vacancy or a new position, the candidate from amongst those who best meet the qualifications and criteria as set out in the notice of vacancy and the Statement of Qualifications as illustrated in Appendix O (Statement of Qualifications) will be engaged to fill the vacancy. If management's choice is between two (2) internal candidates with relatively equal qualifications and criteria, the more senior candidate will be given preference.

#### 110.1.1

Persons promoted from within the Corporation may be subject to a trial period up to a total of six (6) months. This trial period may be extended a further six (6) months upon written notification. The trial period will be reduced by the number of working days the employee was temporarily assigned/promoted to the position during the twelve (12) months immediately preceding the promotion.

#### 110.1.2

During the trial period the Corporation may return an employee to his/her former classification and salary. If a position in his/her former classification is not available, he/she may be placed in a position at the salary previously paid and the provisions of Article 14 will not apply. When alternate placement is involved, the employee's wishes will be considered.

### 110.2

Employees have the right to apply for transfer or promotion to vacant positions. All applications will be acknowledged.

### 110.3

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

### 110.3.1

A bargaining unit member may be appointed as a member of any selection board set up to screen applicants for vacancies within the bargaining unit.

#### 110.3.1.1

Should the appointment of a candidate become a matter of dispute between the Union and the Corporation, the position taken by a bargaining unit member, other than a producer, who served on the selection board shall not be used by either party in arguing the case.

### 110.4

Full-time permanent employees can retain their full-time permanent status as they move to different positions, regardless of whether or not the other position(s) have been considered or recognized to be contract positions.

### 110.5 Temporary Assignment

#### 110.5.1

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

#### 110.5.2

Employees will be given the opportunity to express their interest in temporary assignments/upgrades which may become available. Employees will advise their supervisor and their local Human

Resources officer in writing of their interest in particular temporary assignments/upgrades. From this information a list of employees and their preferred area(s) of interest can be used as a source of candidates for temporary assignments, provided they have the necessary qualifications to perform the duties.

### 110.5.3

Continuing employees of the Corporation will be given special consideration for temporary assignments. Operational requirements will determine the availability of employees for such assignments. Such opportunities will not be unreasonably withheld. This clause is not subject to the grievance procedure.

### 110.5.4

When a temporary position is made permanent, the temporary assigned incumbent, if he/she meets the functional requirements and performance factors for the position as outlined in the Statement of Qualifications will be given special consideration for the vacancy. Upon appointment to the permanent position the normal trial period would apply. The temporary assigned incumbent, if given the position, will have the time worked in the temporary position counted toward the trial period.

### 110.5.5

Postings will contain the same information as is included in notices of vacancy for permanent work as described in clause 14.1.2.

### 110.5.6

Temporary assignments shall not be used to avoid posting or filling a vacancy.

### 110.5.7 Upgrades

Employees temporarily assigned to perform the principal functions of a higher paid classification within the bargaining unit for a

period of more than one (1) day but no longer than a period of four (4) consecutive work weeks, shall receive a flat amount of **\$16.00** per shift for the duration of the assignment.

#### 110.5.8

Employees assigned to perform the principal functions of a higher paid classification within the bargaining unit in excess of four (4) weeks where the duties fall within a higher salary will receive for the duration of the assignment, the salary of the higher classification at the step closest to their current salary which results in an increase.

If it is known prior to the temporary assignment that it will go beyond the four (4) week period, the above will apply from the first day of the assignment.

Overtime worked while in this higher classification shall be calculated at the higher rate in accordance with the provisions of this Agreement.

#### 110.5.9

An employee who is temporarily assigned to perform the job functions of a position in another bargaining unit for four (4) weeks or more shall not receive a salary lower than their present salary. If the temporary assignment is a promotion, the employee shall receive a salary increase to the next step closest to their present salary.

The provisions of the Collective Agreement covering the position will apply to the person in the temporary assignment.

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

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

#### 110.5.10

An employee may be temporarily assigned to a management position in excess of four (4) weeks but not more than one (1) year. It is agreed that none of the provisions of the Collective Agreement shall apply. If the employee returns to the bargaining unit, he/she will be credited with full seniority to the same position he/she held prior to the temporary assignment and at the same salary plus any raises granted in the interim. The employee who accepts such a temporary assignment as described above will maintain the same benefit package for the duration of the temporary assignment as he/she would have received in their substantive position. Employees shall not be forced to accept such a temporary assignment.

#### 110.5.11

An employee shall have the right to refuse a temporary assignment/promotion and such refusal shall not prejudice his/her employment in any manner whatsoever. However, if no other candidate is found, the Corporation may assign.

## **ASSIGNMENT/MULTI-SKILLING**

### 111.1

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.

### 111.2

Forming part of this Agreement are the categories and classification that exist within the bargaining unit. Specific job descriptions exist separately and will be developed through the job evaluation process.

### 111.3

It is recognized that each employee has a position with a core function represented in one of the groups. Notwithstanding someone's core function, assignment or mobility within and between groups can occur. Such multi-skilling can be on an experimental or a continuing basis.

### 111.4 Multi-Skilling

#### 111.4.1 Intent

Both parties recognize the benefits which can result from multi-skilling. It is understood that multi-skilling will permit employees to work within their core functions and at other duties within their own group of work or in other areas in the bargaining unit.

Multi-skilling should provide employees with greater job satisfaction, opportunities for career development, and more creative outlets.

A further benefit from multi-skilling will be a more efficient means to fulfill programming objectives and save costs. The Corporation will ensure that individuals are given sufficient training in order to perform the assignment.

#### 111.4.2 Process

Information about all experiments will be provided to the Union and the Corporation at the national level prior to the commencement of the experiment. A committee of the parties will meet on the 3rd day of the national grievance meeting to review all elements related to experiments or continuing assignments, to ensure the intent of the process is maintained and to address disputes arising therefrom. The Committee can negotiate rates of pay for newly created continuing multi-skilled positions.

#### 111.4.3 Experimental

The purpose of experimental multi-skilling is to provide the opportunity for an employee to try out a new multi-skilled assignment to see if they have an interest in and/or can perform the duties. It is also to determine if the multi-skilled assignment meets operational requirements.

The Corporation will seek volunteers for multi-skilled assignments, however, if no volunteers are forthcoming, the Corporation reserves the right to assign.

Multi-skilling experiments should be of no less than one (1) month's duration and no longer than six (6) months.

By mutual agreement, such experiments may be extended by a further six (6) months.

After a final assessment but no later than one (1) year, the experiment will be terminated or a continuing multi-skilled position will be established.



When an employee is performing duties other than and in addition to their core duties within the group or between the groups, if such duties are remunerated at a higher level, the employee will receive the higher level for the duration of such experimental duties. If such duties are at a lower remuneration, the employee will not have his/her salary decreased.

As a basic principle, it is understood that an individual performing in an experimental assignment will be given the position should the position become continuing.

If the experiment is terminated, the employee will return to his/her previous position without loss of pay or benefits. It is further understood that a failed experiment will not be used against the employee.

#### 111.4.4 Continuing

This is a job that permanently combines the core functions of two (2) or more positions from two (2) or more groups.

The parties shall meet as in clause 111.4.2 and discuss the duties and functions in question and attempt to agree on the level of remuneration. If agreement is reached, the employee will be paid at the agreed-upon rate. If no agreement is reached, the matter shall be referred to job evaluation for final resolution.

#### 111.5

Employees can be assigned to perform duties of another position within the same group on an occasional basis. Such assignments will not be used as any form of disguised discipline.

#### 111.6

In an emergency situation, i.e. absenteeism or unforeseen

circumstances, where no one in the group is available, an employee may be assigned to perform duties of a position in another group.

If nobody within the same group is available to perform the function, on an occasional basis, the employer will ask for volunteers and if no volunteer is found, the Corporation has the right to assign.

#### 111.7

Employees assigned to a position within the bargaining unit where the duties fall within a similar or lower regular salary level will maintain their regular salary for the duration of the assignment. Where the duties are within a higher salary level, the upgrade provisions of the Collective Agreement will apply.

#### 111.8

Application and implementation of this Article will be subject to the supervision of the parties, as laid out in the Letter of Understanding appended to this collective agreement as Appendix V.

## **FOREIGN CORRESPONDENTS**

### 112.1

It is understood that Foreign Correspondents provide a Canadian broadcast perspective on matters of global importance.

The Corporation recognizes the importance of this unique national window on world affairs.

### 112.2

It is agreed that Foreign Correspondent is a special assignment given at the Corporation's discretion.

#### 112.2.1

Employees can inform the Corporation in writing that they wish to be considered for such future special assignments. Such a letter shall indicate what qualifies them for consideration.

#### 112.2.2

The Corporation shall not change the special assignment of any employee in a capricious manner. If the Corporation removes an employee from a special assignment, he/she will be given written reasons for such removal, if requested. Any significant change in assignment shall be made in consultation with the employee concerned. The appointment or removal of any employee from a special assignment shall not be the subject of a grievance.

### 112.3

- a) Before increasing or reducing the complement of Foreign Correspondents assigned from Canada or proceeding with a new distribution of the Foreign Correspondents' posts, the Corporation shall discuss

such changes with the Guild.

- b) When the Corporation decides to transfer a Foreign Correspondent, it shall inform the Guild of its intentions, in writing, after having discussed the transfer with the Foreign Correspondent in question. Such notice will be given at least three (3) months prior to the effective date of the change.
- c) When assigning from Canada a new Foreign Correspondent, the Corporation will advise the Guild of its decision at least two (2) weeks prior to the effective date of the assignment.
- d) The Corporation will forward to each Foreign Correspondent notices of vacancy for management positions above Group III and senior positions in the Programming and On-Air Groups.
- e) Before temporarily assigning a reporter from the national service to an area normally covered by the Foreign Correspondent, the matter will be discussed with the Foreign Correspondent, unless he/she is unavailable. The Corporation acknowledges that temporary assignments given to domestic reporters must not be detrimental to the professional interests of Foreign Correspondents assigned to the area, especially with regard to the contacts and relations he/she has established. As far as possible, the domestic reporter should work in consultation with the Foreign Correspondent in the area.
- f) All Foreign Correspondents shall be recalled together to Canada once a year, program requirements permitting. Foreign Correspondents on urgent or important assignments may not be recalled.

The Corporation shall provide one (1) day in its

program of the annual meetings for a general meeting of the Foreign Correspondents, including a session with representatives of the Canadian Media Guild.

#### 112.4 Temporary Engagement

Temporary Foreign Correspondents engaged for more than one (1) month will receive the same rights and privileges as regular Foreign Correspondents pro-rated as appropriate. The Corporation will inform the Guild of such temporary engagements.

#### 112.5 Contract Correspondents

- (a) The Corporation reserves the right to engage Foreign Correspondent(s) on a contractual basis. In such a case the rates paid will be no less than the rates outlined in the salaries section of this Agreement.
- (b) If the Corporation wishes to terminate the engagement of a contract Foreign Correspondent, it shall give him/her ninety (90) days' prior notice, even if this should extend beyond the term of his/her contract.

#### 112.6 Freelancers

The Corporation reserves the right to use freelance reporters in its coverage of events outside of Canada, and undertakes to give preference wherever possible to Canadians.

#### 112.7 Assignments

For the purposes of this article, an assignment is the posting of a foreign correspondent outside of Canada.

- (a) Prior to an assignment the Corporation shall specify in writing the duration of the foreign

correspondent's assignment.

- (b) By common agreement, the Corporation and a Foreign Correspondent can modify or renew any assignment at its expiry.
- (c) The Corporation will give the Foreign Correspondent advance notice of four (4) months of its intention to offer a renewal of assignment or of its intention to recall the Foreign Correspondent to Canada on the expiry of his/her assignment. The Foreign Correspondent will give the same notice of his/her intentions.
- (d) Notwithstanding paragraphs (a), (b) and (c) above, the Corporation has the right to cancel the Foreign Correspondent's assignment for the following reasons:
  - 1) unsatisfactory performance;
  - 2) changes in news priorities;
  - 3) closing down of a foreign bureau.

## 112.8 Repatriation

- (a) Foreign Correspondents who have continuous service will be offered upon repatriation a salary that is no less than the salary (plus a contract if they were receiving one) they would have had and been paid had they remained in their former position within the bargaining unit.
- (b) The position offered upon repatriation will not be subject to the posting provisions of the collective agreement.
- (c) When an assignment ends and Foreign

Correspondents are repatriated back to Canada, if required the provisions of Article 118 will be used to deal with the surplus employee(s).

- (d) The Corporation will make every effort, within the constraints of business and operational needs, to meet the preference of the Foreign Correspondents as to location and job in Canada.

## 112.9 Salaries and Indemnities

### Salaries

- (a) The salary scale set out in Article 120, On-Air Group, Reporter/Editor, Level V, shall apply.
- (b) A thirty percent (30%) minimum contract will be given to each Foreign Correspondent; after one (1) year, the minimum contract will be thirty-five percent (35%). All Foreign Correspondents are self-assigning and in the absence of the definition of a work day or a work week, the basic salary scale, supplemented by a minimum contract for each Foreign Correspondent, is intended to compensate for all professional services as well as all the operating requirements of the job. This contract may be negotiated above the minimum and will reflect the workload and other conditions, annually or bi-annually on an individual basis between the Foreign Correspondents and the Corporation. It is agreed that these supplements shall take effect each April 1, or at the date of assignment of a Foreign Correspondent.

- (c) Method of Payment

At his/her option, and where legally possible, the Foreign Correspondent shall be paid in local currency or in Canadian dollars; in the latter case,

his/her salary shall be paid into his/her bank account in Canada and in proportions he/she so directs.

- (d) There shall be no deduction at source from salary or allowances without prior notification.

#### 112.10 Allowances

- (a) Foreign Service

Foreign Correspondents assigned from Canada shall receive the same allowance as Corporation personnel based outside Canada and according to the CBC's internal regulations.

- (b) Hardship Pay

A Foreign Correspondent, while on assignment in a war risk zone, will receive additional pay at the rate of forty-two dollars (\$42.00) a day.

- (c) Right of Refusal

The Corporation shall accept the refusal of a Foreign Correspondent to be assigned to a war zone or to an area of riot or insurrection. However, such a refusal without valid reason might involve, after examination, a review of his/her assignment as a Foreign Correspondent, especially if the zone in question is in the usual area covered by the Foreign Correspondent.

#### 112.11 Travel

- (a) The Corporation will keep records relating to each Foreign Correspondent and his/her personal travel account. Any request for financial repayment concerning travel accounts will come from



Department Heads. The Foreign Correspondent will be given access to his or her record of travel if requested in writing to substantiate such repayment.

- (b) Management or its authorized delegate can authorize first class air travel for Foreign Correspondents when they must go to work immediately upon arrival, upon completion of an especially arduous assignment, or when the flight is more than ten (10) hours.
- (c) The Corporation shall pay the transportation expenses of the Foreign Correspondent and his/her family to return to Canada on his/her annual leave if he/she has served abroad for two (2) years.
- (d) Transfer and Removal Expenses - Foreign Postings

The cost of repatriating (if required) a Foreign Correspondent and his/her family shall be borne by the Corporation, subject to the conditions set out in the CBC Human Resource Manual.

## 112.12 Sundry Expenses

Current expenditures are maintained at their present level, but it is understood that the Corporation can review priorities and inform the Foreign Correspondent as to what expenses will be allowed in future. It is further understood that, as in the past, any specific request for supplementary amounts will be considered on its merits.

## 112.13 Staff Benefits

### 112.13.1 Pension Plan

The calculation of pension contributions shall be based on the Corporate rate applied to basic salary.

### 112.13.2 Insurance

- (a) The Foreign Correspondent's group life insurance shall be in accordance with the level of coverage selected upon application for the new insurance package effective April 1, 1977 and on the basis of the authorized group life insurance related to salary plus contract and shall be valid should death occur for any reason or under any circumstance. Upon repatriation to Canada, the group life insurance will relate to basic salary only.
- (b) Accidental Death or Dismemberment Insurance in the amount of twenty-five thousand dollars (\$25,000) will be provided by the Corporation at no cost for each employee travelling on Corporation business. Employees assigned to "war-risk" areas will automatically be covered for an additional two hundred seventy-five thousand dollars (\$275,000) for a total of three hundred thousand dollars (\$300,000).
- (c) Under the terms of the twenty-four (24) hour voluntary accidental death and dismemberment insurance plan, Foreign Correspondents may on the 1st of April each year have the right to insure himself/herself for up to five hundred thousand dollars (\$500,000) principal sum. If a Foreign Correspondent is accidentally killed while in a "war-risk" area under this plan, coverage will be for fifty percent (50%) of the principal sum.

### 112.13.3 Hospital and Medical Costs

The Corporation will pay reasonable medical and hospital expenses for a Foreign Correspondent and his/her family in excess of what the Outside of Canada Plans provide. The Corporation will pay 100% of the prevailing hospital/medical premiums for employees on overseas assignments. The Corporation will consider giving

advances for medical accounts exceeding two hundred dollars (\$200.00).

Any change in current benefits provided to foreign correspondent will be a topic for discussion at the CCSB.

## 112.14 Leave

### 112.14.1 Annual Leave

Staff Foreign Correspondents shall be entitled to four (4) weeks' annual leave. A Foreign Correspondent who has completed twenty (20) years of service with the CBC shall be granted five (5) weeks of annual leave, and he/she shall be granted six (6) weeks of annual leave when he/she has completed twenty-seven (27) years of service. Depending on departmental requirements, such leave may be taken in one block. Annual leave cannot be carried over from one year to the next unless managerial authorization has been given. Annual leave not used or authorized to carry over will be paid out each year.

### 112.14.2 Time Off

After consultation, the Foreign Correspondent will be granted one (1) week's uninterrupted leave in every quarter with the exception of the quarter in which he/she takes his/her annual leave. The Foreign Correspondent is responsible to plan hours and coverage to ensure the time is taken. Such time cannot be carried over or paid out. If it is not used in the appropriate quarter, it will be lost.

### 112.14.3 Reports

Each Foreign Correspondent shall file a quarterly report no later than the 15th of the month following the months such reports cover. Such reports shall contain annual leave taken, quarterly time off as per Clause 2 above, special leave, sick leave, and or any other absences.

## 112.15 Grievance Procedure

## 112.15.1

The grievance and arbitration procedure of this Collective Agreement applies to employees assigned as Foreign Correspondents, with the following modifications:

(a) Personal Submission of Grievances

If a Foreign Correspondent or a group of Foreign Correspondents who have been hired and sent from Canada have a complaint they have the right to and should discuss the complaint with the supervisor as appropriate prior to a grievance being filed. A union representative may be in attendance if there is one on site. If there is none on site, a union representative may participate by phone. 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 and unless otherwise agreed, such time frame shall not exceed five (5) calendar days.

If the issue is not resolved at the complaint stage above, no later than within twenty (20) days from the occurrence or knowledge thereof or within twenty (20) days of it being unsuccessfully dealt with at the complaint stage, a grievance shall be filed in writing on a prescribed form which appears as Appendix F. Such a grievance shall be filed directly at the national level.

(b) Grievance Meetings and Arbitrations

All grievance meetings and arbitration meetings will be held in Canada.

## 112.15.2

The Corporation will not be required to pay any expenses related to a Foreign Correspondent who wishes to attend a national grievance meeting or arbitration hearing.

## 112.16

The following articles do not apply to Foreign Correspondents:

- Article 104 - Employment Status\*
- Article 14 - Posting of Vacancies
- Article 110 - Hiring and Promotion
- Article 113 - Transfer
- Article 118 - Economy Severance (only on repatriation)
- Article 8 - Technological Change
- Article 121 - Freelance
- Article 123 - Work Week, Days off and Overtime
- Article 124 - Posting of Schedule
- Article 125 - Meal and Break Periods
- Article 11 - Shift Differential
- Article 127 - Call Back
- Article 128 - Turn Around and Encroachment
- Article 12 - Travel \*
- Article 129 - Statutory Holiday
- Article 18 - Annual Leave \*
- Article 21 - Leave - Court Duty
- Article 39 - Hospital/Medical Coverage - Full-Time  
Permanent Employees \*
- Appendix K - Letter of Agreement - Out-of-Country Work

\* Indicates they have separate provisions.

## **TRANSFER**

### 113.1

The Corporation shall not permanently transfer an employee from one location to another against the employee's wishes without good and sufficient reasons. The Corporation shall not use the provisions of this Article in a capricious manner. The Corporation shall make every reasonable effort to avoid transferring an employee against his/her wishes.

### 113.2

An employee subject to a transfer against his or her wishes shall be entitled to:

- a) full discussion;
- b) the reasons, in writing, for the transfer.

### 113.2.1

If an employee feels a transfer is contrary to the provisions of clause 113.1 the employee has the right of appeal under the following procedure. The grievance shall be filed within two (2) calendar weeks of receipt of written notice that the employee shall be transferred. The grievance shall be dealt with at the National level at the earliest possible time. If the grievance is not settled at the National level within two (2) calendar weeks of being filed, the grievance shall be referred to arbitration. Unless otherwise mutually agreed, the parties shall appoint a single arbitrator within fifteen (15) days of the grievance being referred to arbitration; the arbitrator shall be required to arrange to hear the grievance within five (5) days and render a decision within fifteen (15) days of the hearing conclusion. The transfer shall be suspended pending the outcome of the above procedure, although the employee may be sent on assignment to the new location should the need arise. The remaining arbitration provisions as outlined in Article 36 shall

apply to the expeditious procedures described above.

### 113.3

An employee whose job is moved to another geographic location shall have the right to move with the job. If the employee refuses to move, he/she will be reassigned to an appropriate and available position. If no position is found, the employee will be laid-off and given re-employment rights in accordance with clause 118.9 (Re-Employment Rights).

### 113.4

In the event of any transfer, there shall be no reduction in salary or impairment of other benefits as a result of such transfer; except that the salary of an employee who makes a request in writing, is transferred from one location to another, and to a lower classification as a result of such transfer, may be reduced to not less than the top minimum for the lower classification upon such transfer.

### 113.5

When an employee is transferred from one geographic location to another, he/she shall be paid all transfer and removal expenses in accordance with the provisions of the Corporation's Travel Policy and Relocation Expenses - Canada. However, the Corporation shall not be bound to pay such expenses for an employee who requests such a transfer for personal or compassionate reasons. In terms of an employee's application for promotion which requires relocation, subject to discussion and agreement between management and the employee concerned, the following will apply:

- If the employee is, at management's discretion, chosen for a promotion, the employee will receive as a minimum, the cost of transportation for him/her and immediate family dependents one way, and the employee will also receive reasonable per diems.

- Reasonable cost of furniture moving expenses.

It is further understood the Corporation and the employee may negotiate other related expenses.



## SEVERANCE

### 114.1

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 114.1.1) equivalent to:

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

#### 114.1.1

Employees in the bargaining unit with more than three (3) years of service but less than ten (10), 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 clause 114.1.

#### 114.1.2

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 clause 114.1. 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.

#### 114.2

No severance will be paid to an employee who resigns, is dismissed for cause or is laid-off. (Layoff pay for laid-off persons will apply as per Article 118).

#### 114.3

For the purpose of calculating the entitlement to severance pay, a layoff (if layoff pay has been paid to the employee) shall constitute a break in service even though the employee may be re-employed within fifteen (15) months of his/her layoff.

#### 114.4

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 115

### **RETIREMENT**

#### 115.1

Retirement is based on age and shall take place 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 consistent with this Agreement which will be appended to this Agreement for informational purposes.

## **AIR CREDITS**

### 116.1

Air credits will be given in accordance with the normal practice in each location/area. The following is a guideline:

- i) An eligible employee's name shall be included in the credits on all broadcasts with which the employee has been involved.
- ii) When an employee is authorized by the Corporation to make a personal contribution to the program, extending beyond the normal requirements of his/her professional functions, etc., he/she will be entitled to receive an additional credit.
- iii) An employee has the right to refuse a credit.

### 116.2

The Corporation undertakes to ensure that no person shall take or be given any credit in a capacity covered by this Agreement unless that person has been hired in a capacity covered by this Agreement, has been formally upgraded (if appropriate) for the period of time covered by that credit, or has a special contract which names that person to a capacity covered by this Agreement.

### 116.3

Where credits are given and where feasible, the Union logo will appear in the credits of television programs that are solely Corporation programs.

## **CORPORATION SENIORITY**

### 117.1

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. "Continuous service" shall be defined as all uninterrupted service since the last date of hiring and includes all regular days off, holidays, annual and other leave approved by the Corporation. Furthermore, time taken off, not to exceed three (3) weeks, agreed to in writing by both parties, at or prior to the time off, between the conclusion of the one period of work and the commencement of another shall be considered leave without pay and will not constitute a break in service. This clause is effective **as of April 24, 1999** and cannot be applied retroactively.

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

### **Computation of Seniority After Interrupted Service**

### 117.2

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 they return to the status of a full-time employee within the re-employment period as set out in Article 118 from the layoff. If a person returns within the re-employment period, he/she will resume the seniority level held when the layoff occurred.

### 117.3

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 above.

117.4

If a person has been hired on five (5) consecutive contracts or more with each contract being nine (9) consecutive months or more but less than one (1) year in duration in five (5) consecutive years or more, the following will apply:

- a) If such persons obtain staff status through a posting it is understood that they will be credited with their actual contractual time worked as seniority.
- b) Such seniority credit will only be applicable to choice of vacation, layoff and re-employment.

The service will not be applicable to any other area and the full probationary period will still apply.

This applies only to such persons employed as of April 24, 1999 and will have no application to future employees.

## **ECONOMY SEVERANCE**

### 118.1

When economy severance occurs, it shall proceed in the inverse order of Corporation seniority in the component at the location involved. For the purposes of layoff and re-employment, components will be recognized as Radio English; Radio French; T.V. English; T.V. French and Radio Canada International. Production Support Group persons and associate directors (production assistants) who would be severely disadvantaged through economy severance will have access to all components in their location, provided they have the demonstrated qualifications to perform the available work.

### 118.2

The Corporation will advise the Guild of an impending economy severance not less than eight (8) weeks in advance of the commencement of such severance, and will advise the affected employee(s) not less than four (4) weeks in advance of the commencement of such severance.

During this notice period, the employee shall have paid time off to pursue internal and external employment opportunities, job search assistance, training, or any other activity which could improve his/her chances of achieving a successful career transition.

At the time of advising the Guild of an impending economy severance, the parties shall meet in joint committee as per 31.1 and discuss ways of reducing the impact of the economy severance on employees in the bargaining unit. While not limited to, such ways can include canvassing other vacancies, possible voluntary exits and possible temporary work.

### 118.3 Displacement

In the event of an economy severance the Corporation will identify all redundant positions by location and component. In each area of work where a redundant position is declared, subject to displacement rights, the most junior employee in that position will be given a layoff notice.

In the event the employee whose position is declared redundant is not the most junior employee in his/her classification he/she will have the right to be placed in a vacancy at the same or lower level or to displace a more junior employee in his/her classification, beginning with the most junior. If no displacement is available in their same classification, he/she will be able to displace into another classification. In either case displacement can occur only when an employee possesses the demonstrated occupational qualifications to perform the duties required of the junior person. The Statement of Qualifications will not apply.

An employee who refuses to displace or who refuses placement into a vacancy at the same or lower level will be laid off immediately and given re-employment rights in accordance with 118.9.

Any questions or disagreements during this process will be dealt with by the Joint Committee as per 31.1.

#### 118.3.1

Displacement rights for persons transferring or hired into a bureau, beyond those in this agreement will be clearly communicated to the employees prior to their acceptance of a transfer or hire. There must be a written record of these rights, signed by management and the employee. Such record must be kept on the employee's status and pay file and a copy will be sent to the National Guild Office. If the transferring employee does not accept the displacement rights to the bureau to which he/she is being transferred, he/she will have the right to refuse such a transfer.

#### 118.4 Temporary Employees



In the event of economy severance, temporary employees by component in each location will be released prior to economy severance of any continuing employees provided:

- i) the continuing employee is at the same or higher level and possesses the demonstrated occupational qualifications of the job filled by the temporary employee;
- ii) the continuing employee is employed in the component in the same location as the temporary employee to be released.

#### 118.5

An employee subject to layoff whose probationary period has been completed shall receive layoff pay in a lump sum equal to one (1) week's salary for each six (6) months of continuous service or major portion thereof with the Corporation.

#### 118.6

The posting requirements shall not apply in the application of this Article.

#### 118.7

Full-time continuing employees affected by economy severance will be considered for positions on internal CBC training courses, in consultation with the union, their supervisor and the training department.

#### 118.8

In the event that an employee is laid-off for a second or subsequent time, the amount of layoff pay shall be one (1) week's salary for each six (6) months of continuous service or major portion thereof with the Corporation, calculated upon return from

the previous period of layoff.

#### 118.9 Re-Employment Rights

- a) Employees laid off will be placed on a national re-employment list, for a fifteen (15) month period from the date of lay off.
- b) When vacancies in the employee's component become available, the Corporation will notify the employee(s) on the list by phone or registered letter to their last known address or listed phone number, of such a vacancy. The employee(s) will have ten (10) working days to respond to the Corporation and declare their interest in the said vacancy.
- c) The most senior employee from the component who has declared his/her interest and who has held a similar or higher level position to the posted vacancy and who has the demonstrated occupational qualifications to perform the duties shall be given the vacant position.
- d) Persons who have held permanent positions in other components for three (3) continuous months or greater shall be given re-employment rights to the components as per "c)" above.
- e) A person who applies for a vacancy as above and is accepted will be required to report as directed but no later than thirty (30) days from the date of acceptance unless otherwise extended in writing by mutual agreement. Failure to do so will result in his/her removal from the re-employment list and will be deemed to have immediately resigned from the Corporation.
- f) If no one from the re-employment list responds as per section "b)" above, the job may be posted and

filled in the normal manner.

- g) If the parties have exceptional case(s) or circumstance(s) a discussion will occur and management will finalize its decision.
- h) If an offer of re-employment requires relocation, transfer and removal expenses will be paid in accordance with the Corporation's policy.

It is agreed and understood that such expenses will be paid to a maximum amount of ten thousand dollars (\$10,000.00).

- i) It is agreed and understood that should there be any dispute regarding the demonstrated occupational qualifications, such a dispute will be decided on the basis of the requirements of the job. The Statement of Qualifications will not apply.
- j) Employees laid off shall inform the Corporation of their interest in temporary or part-time employment. If and when temporary or part-time employment becomes available, and the affected person has the demonstrated occupational qualifications to perform such temporary or part-time work, at the same or lower level held prior to the layoff, the Corporation will afford the person the opportunity for such temporary or part-time work. Such assignment will not be considered a re-employment. The acceptance or rejection of such work will not affect the re-employment period.
- k) The Corporation will utilize all permanent funded vacancies to redeploy redundant employees or reemploy laid-off employees in accordance with article 118 during their recall period.

The parties recognize that employees who previously had “protected status” in accordance with the requirements of the NABET and CUPE Collective Agreements, and who were included in this unit through a ruling of the Canada Labour Relations Board, will be given the following rights for the life of this collective agreement.

If the position they occupy is declared redundant, they will have the right to displace a more junior employee as per 120.3, subject to the “protected” employee having the demonstrated ability and qualifications to perform the duties of the junior person. If no displacement is available, the employer will offer available vacancies to the “protected” employee at the same or lower level and the posting provisions shall not apply.

If the “protected” employee refuses to displace or refuses a vacancy, he/she will be laid off and given four (4) weeks pay for each year of continuous service. Due to the fact a refusal of employment has occurred, re-employment rights as outlined in clause 120.9 will not be given.

If no displacement is available or if no position is found for the “protected” employee, he/she will be laid off and given four (4) weeks pay for each year of continuous service. He/she will have re-employment rights in accordance with clause 120.9.

## **GROUP FUNCTIONS**

### 119.1 **PROGRAMMING GROUP**

Normally responsible for the planning, conception, organizing, development of the production and/or direction of Radio and Television programs, program series or program segments, including the selection and assembly of elements required.

Employees of this group shall engage in some or all of the following:

A) **CONCEPTION**

- Program idea
- Development of the idea
- Program proposal

B) **PRODUCTION**

- Choice of creative contributors and other participants
- Choice of materials and facilities
- Requisition of facilities and personnel; engagement of performers
- Budget control
- Development of program content, including writing, researching, and editing or the commissioning of writing and research
- Ensuring compliance with Corporation policies and collective agreements
- Determination of visual/audio format and style

C) **DIRECTION**

- Program style
- Staging and rehearsing

- Shooting/radio script
- Supervises the direction of participants
- Supervises the direction of sound and image

D) COMPLETION OF THE PRODUCTION

- Supervises the editing and mixing
- Promotion and publicity
- Evaluation

## 119.2 **ON-AIR GROUP**

Normally responsible for preparing, gathering, writing, reporting and presenting material on-air for Radio and Television programs or segments under the direction and authority of a producer or supervisor.

This includes functions of research including audio, video and printed materials, and the scripting of film and audio and video recordings and associated duties.

Employees of the On-Air Group are normally responsible for reporting and interviewing of subjects. They can also communicate what has transpired, is transpiring or is to transpire, deliver a non-commercial message or news, act as master of ceremonies, host, give commentary, narrate on and off camera, moderate a program or program series and deliver commercial messages and station breaks.

## 119.3 **PRESENTATION GROUP**

Normally responsible for the development, organization and execution of production elements for Radio and Television programs or segments, under the direction and authority of a Producer.

Employees of this group are also involved in the audio and visual elements of the programs, including program style, staging and rehearsing, shooting/radio script, direction of participants and direction of audio and image. They can also provide production continuity and script breakdown.

## 119.4 **PRODUCTION SUPPORT GROUP**

Support Radio and Television program production by arranging, acquiring or providing materials, facilities or services.

Employees of this group normally organize broadcast and distribution facilities and materials. They prepare and provide

promotional material and provide media library services.

Duties can include:

- planning, creating and producing communication projects and strategies involving on-air promotion, media relations, print advertising and audience/community relations.
- selecting, identifying, cataloging/shotlisting and researching of material for use in program segments or shows.
- assigning, coordinating and instructing staff in the daily operation of the library.
- negotiating rates for the procurement and sales of material.

#### 119.5 **PROGRAM ASSISTANT (ENTRY LEVEL) GROUP**

Normally provide administrative and general support of program production, broadcast and distribution.

While functions in this group may be required on an on-going basis the position or positions within this group are to be considered “entry level”. This group may be utilized to be a training and developmental process for new, inexperienced employees.

An employee who continues to perform services at the Program Assistant Level I for two (2) consecutive years will be classified “Program Assistant - Level II” and will be placed on the appropriate scale.

#### 119.6

It is understood that persons can be assigned tasks between



groups. If such an assignment is at the same or lower salary level, no increase in remuneration will apply, otherwise the provisions of Clause 111.7 will apply.

#### 119.7

The Corporation may change job specifications and/or create new permanent classifications. Such changes will not take effect until the Corporation discusses the changes with the Union. The Corporation further recognizes the Union's right to negotiate rates for a change in the current specification or a permanent new classification.

#### 119.8

The Corporation agrees to discuss with the Guild at the national level the reclassification of a classification within the bargaining unit. The Corporation further agrees that no such reclassification shall take place until such discussions have been held.

#### 119.9

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

**SALARIES**

## 120.1

The intent of designing and implementing the following salary scales is to ensure that employees do not lose any current salary or additional remuneration. It is further agreed that no windfalls will result from moving persons into the new salary scales, or from moving persons into scheduled or unscheduled regimes.

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**Note - as a result of the implementation of Job Evaluation, some salary scales may change, some classifications may disappear, or new classifications may be created.**

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120.2 Programming Group

Producer

Producer (Line-up)

Producer (Assignment)

## LEVEL I

July 29/02

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$50,800	\$53,033	\$55,266	\$57,499	\$59,732	\$61,964	\$63,640

Jan. 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$51,562	\$53,828	\$56,095	\$58,361	\$60,628	\$62,893	\$64,595

June 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$52,851	\$55,174	\$57,497	\$59,820	\$62,144	\$64,465	\$66,210

LEVEL II - *discretionary*

July 29/02

Start	1 yr	2 yr
\$63,800	\$67,158	\$70,516

Jan. 1/03

Start	1 yr	2 yr
\$64,757	\$68,165	\$71,574

June 1/03

Start	1 yr	2 yr
\$66,376	\$69,869	\$73,363

**Producer (National Line-up or Assignment - former CWSG Group 10)**

July 29/02

Start	1 yr	2 yr
\$66,949	\$70,157	\$73,369

Jan. 1/03

Start	1 yr	2 yr
\$67,953	\$71,209	\$74,470

June 1/03

Start	1 yr	2 yr
\$69,652	\$72,989	\$76,332

### 120.3 Associate Producer

LEVEL I

July 29/02

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$43,107	\$44,607	\$46,108	\$47,609	\$49,109	\$50,610	\$52,111

Jan. 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$43,754	\$45,276	\$46,800	\$48,323	\$49,846	\$51,369	\$52,893

June 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$44,848	\$46,408	\$47,970	\$49,531	\$51,092	\$52,653	\$54,215

### 120.4 Researcher

LEVEL I

July 29/02

Start	1 yr	2 yr	3 yr	4 yr
\$27,856	\$29,638	\$31,309	\$33,092	\$34,876

Jan. 1/03

Start	1 yr	2 yr	3 yr	4 yr
\$28,274	\$30,083	\$31,779	\$33,588	\$35,399

June 1/03

Start	1 yr	2 yr	3 yr	4 yr
\$28,981	\$30,835	\$32,573	\$34,428	\$36,284

## Senior Researcher

### LEVEL II

July 29/02

Start	1 yr	2 yr	3 yr
\$34,876	\$37,104	\$39,333	\$41,562

Jan. 1/03

Start	1 yr	2 yr	3 yr
\$35,399	\$37,661	\$39,923	\$42,185

June 1/03

Start	1 yr	2 yr	3 yr
\$36,284	\$38,603	\$40,921	\$43,240

## 120.5 On-Air Group

### Announcer/Host/Anchor

#### LEVEL I

July 29/02

Start	1 yr	2 yr	3 yr	4 yr	5 yr
\$33,765	\$34,889	\$36,578	\$38,267	\$39,729	\$41,192
6 yr	7 yr	8 yr			
\$42,769	\$44,231	\$45,694			

Jan. 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr
\$34,271	\$35,412	\$37,127	\$38,841	\$40,325	\$41,810
6 yr	7 yr	8 yr			
\$43,411	\$44,894	\$46,379			

June 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr
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\$35,128	\$36,297	\$38,055	\$39,812	\$41,333	\$42,855
6 yr	7 yr	8 yr			
\$44,496	\$46,016	\$47,538			

#### LEVEL II

July 29/02

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$42,206	\$43,893	\$46,145	\$47,833	\$49,521	\$51,210	\$53,461

Jan. 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$42,839	\$44,551	\$46,837	\$48,550	\$50,264	\$51,978	\$54,263

June 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$43,910	\$45,665	\$48,008	\$49,764	\$51,521	\$53,277	\$55,620

#### LEVEL III

July 29/02

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$48,690	\$50,369	\$52,607	\$54,845	\$57,085	\$59,882	\$61,561

Jan. 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$49,420	\$51,125	\$53,396	\$55,668	\$57,941	\$60,780	\$62,484

June 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$50,656	\$52,403	\$54,731	\$57,060	\$59,390	\$62,300	\$64,046

#### LEVEL IV

July 29/02

Start	1 yr	2 yr	3 yr
\$61,282	\$63,511	\$65,183	\$66,854

Jan. 1/03

Start	1 yr	2 yr	3 yr
\$62,201	\$64,464	\$66,161	\$67,857

June 1/03

Start	1 yr	2 yr	3 yr
\$63,756	\$66,076	\$67,815	\$69,553

### 120.6 Researcher

LEVEL I

July 29/02

Start	1 yr	2 yr	3 yr	4 yr
\$27,984	\$29,772	\$31,452	\$33,242	\$35,033

Jan. 1/03

Start	1 yr	2 yr	3 yr	4 yr
\$28,404	\$30,219	\$31,924	\$33,741	\$35,558

June 1/03

Start	1 yr	2 yr	3 yr	4 yr
\$29,114	\$30,974	\$32,722	\$34,585	\$36,447

120.7 Reporter/Editor

LEVEL I

July 29/02

Start	1 yr	2 yr	3 yr	4 yr	5 yr
\$39,197	\$42,318	\$45,439	\$48,561	\$51,683	\$54,923

Jan. 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr
\$39,785	\$42,953	\$46,121	\$49,289	\$52,458	\$55,747

June 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr
\$40,780	\$44,027	\$47,274	\$50,521	\$53,769	\$57,141

LEVEL II - Senior Regional Reporter

July 29/02

Start	1 yr	2 yr	3 yr	4 yr
\$51,336	\$52,608	\$54,343	\$56,655	\$60,125

Jan. 1/03

Start	1 yr	2 yr	3 yr	4 yr
\$52,106	\$53,397	\$55,158	\$57,505	\$61,027

June 1/03

Start	1 yr	2 yr	3 yr	4 yr
\$53,409	\$54,732	\$56,537	\$58,943	\$62,553

LEVEL III - National Reporter

July 29/02

Start 1 yr 2 yr  
\$58,968 \$60,356 \$61,742

Jan. 1/03

Start 1 yr 2 yr  
\$59,853 \$61,261 \$62,668

June 1/03

Start 1 yr 2 yr  
\$61,349 \$62,793 \$64,235

LEVEL IV - National Specialist Reporter

July 29/02

Start 1 yr  
\$63,015 \$64,286

Jan. 1/03

Start 1 yr  
\$63,960 \$65,250

June 1/03

Start 1 yr  
\$65,559 \$66,881

LEVEL V

July 29/02

Start 1 yr 2 yrs  
\$65,906 \$69,374 \$72,843

Jan. 1/03

Start 1 yr 2 yrs  
\$66,895 \$70,415 \$73,936

June 1/03

Start 1 yr 2 yrs  
\$68,567 \$72,175 \$75,784

120.8 Presentation Group

Director

LEVEL I

July 29/02

Start 1 yr 2 yr 3 yr 4 yr 5 yr 6 yr  
\$50,697 \$52,927 \$55,154 \$57,383 \$59,611 \$61,840 \$63,511

Jan. 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$51,457	\$53,721	\$55,981	\$58,244	\$60,505	\$62,768	\$64,464

June 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$52,743	\$55,064	\$57,381	\$59,700	\$62,018	\$64,337	\$66,076

LEVEL II - *discretionary*

July 29/02

Start	1 yr	2 yrs
\$63,511	\$66,854	\$70,197

Jan. 1/03

Start	1 yr	2 yrs
\$64,464	\$67,857	\$71,250

June 1/03

Start	1 yr	2 yrs
\$66,076	\$69,553	\$73,031

120.9 Associate Director

LEVEL I

July 29/02

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$43,107	\$44,607	\$46,108	\$47,609	\$49,109	\$50,610	\$52,111

Jan. 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$43,754	\$45,276	\$46,800	\$48,323	\$49,846	\$51,369	\$52,893

June 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$44,848	\$46,408	\$47,970	\$49,531	\$51,092	\$52,653	\$54,215

LEVEL II - Coordinating Associate Director

July 29/02

Start  
\$54,361

Jan. 1/03

Start  
\$55,176

June 1/03



Start  
\$56,555

**120.10 Production Support Group**

LEVEL I - Media Librarian

July 29/02

Start	1 yr	2 yr	3 yr	4 yr
\$27,984	\$29,772	\$31,452	\$33,242	\$35,033

Jan. 1/03

Start	1 yr	2 yr	3 yr	4 yr
\$28,404	\$30,219	\$31,924	\$33,741	\$35,558

June 1/03

Start	1 yr	2 yr	3 yr	4 yr
\$29,114	\$30,974	\$32,722	\$34,585	\$36,447

LEVEL II - Broadcast Materials Librarian

July 29/02

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$33,087	\$34,291	\$35,493	\$36,697	\$37,899	\$39,704	\$41,509

Jan. 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$33,583	\$34,805	\$36,025	\$37,247	\$38,467	\$40,300	\$42,132

June 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$34,423	\$35,675	\$36,926	\$38,178	\$39,429	\$41,308	\$43,185

LEVEL III - Senior Media Librarian

July 29/02

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$39,222	\$40,665	\$42,111	\$43,674	\$45,238	\$47,042	\$48,848

Jan. 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$39,810	\$41,275	\$42,743	\$44,329	\$45,917	\$47,748	\$49,581

June 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$40,805	\$42,307	\$43,812	\$45,437	\$47,065	\$48,942	\$50,821

LEVEL IV - Library Coordinator

**July 29/02**

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$45,238	\$47,164	\$49,088	\$51,014	\$52,938	\$54,743	\$56,548

**Jan. 1/03**

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$45,917	\$47,871	\$49,824	\$51,779	\$53,732	\$55,564	\$57,396

**June 1/03**

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$47,065	\$49,068	\$51,070	\$53,073	\$55,075	\$56,953	\$58,831

**120.11 Program Marketing Coordinator****LEVEL I****July 29/02**

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$39,222	\$40,665	\$42,111	\$43,674	\$45,238	\$47,042	\$48,848

**Jan. 1/03**

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$39,810	\$41,275	\$42,743	\$44,329	\$45,917	\$47,748	\$49,581

**June 1/03**

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$40,805	\$42,307	\$43,812	\$45,437	\$47,065	\$48,942	\$50,821

**LEVEL II****July 29/02**

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$45,238	\$47,164	\$49,088	\$51,014	\$52,938	\$54,743	\$56,548

**Jan. 1/03**

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$45,917	\$47,871	\$49,824	\$51,779	\$53,732	\$55,564	\$57,396

**June 1/03**

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$47,065	\$49,068	\$51,070	\$53,073	\$55,075	\$56,953	\$58,831

**120.12 Communications Assistant****July 29/02**

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
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\$33,087	\$34,291	\$35,493	\$36,697	\$37,899	\$39,704	\$41,509
Jan. 1/03						
Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$33,583	\$34,805	\$36,025	\$37,247	\$38,467	\$40,300	\$42,132
June 1/03						
Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$34,423	\$35,675	\$36,926	\$38,178	\$39,429	\$41,308	\$43,185

#### 120.13 Resources Coordinator

July 29/02

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$50,697	\$52,927	\$55,154	\$57,383	\$59,611	\$61,840	\$63,511

Jan. 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$51,457	\$53,721	\$55,981	\$58,244	\$60,505	\$62,768	\$64,464

June 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$52,743	\$55,064	\$57,381	\$59,700	\$62,018	\$64,337	\$66,076

#### 120.14 Resource Associate

#### 120.15 Commercial Producer

July 29/02

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$50,800	\$53,033	\$55,266	\$57,499	\$59,732	\$61,964	\$63,640

Jan. 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$51,562	\$53,828	\$56,095	\$58,361	\$60,628	\$62,893	\$64,595

June 1/03

Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
\$52,851	\$55,174	\$57,497	\$59,820	\$62,144	\$64,465	\$66,210

#### 120.16 Associate Commercial Producer

#### 120.17 Program Assistant

**LEVEL I****July 29/02**

<b>Start</b>	<b>1 yr</b>	<b>2 yrs</b>
<b>\$25,868</b>	<b>\$27,071</b>	<b>\$29,478</b>

**Jan. 1/03**

<b>Start</b>	<b>1 yr</b>	<b>2 yrs</b>
<b>\$26,256</b>	<b>\$27,477</b>	<b>\$29,920</b>

**June 1/03**

<b>Start</b>	<b>1 yr</b>	<b>2 yrs</b>
<b>\$26,912</b>	<b>\$28,164</b>	<b>\$30,668</b>

**LEVEL II****July 29/02**

<b>Start</b>	<b>1 yr</b>	<b>2 yr</b>	<b>3 yr</b>	<b>4 yr</b>
<b>\$29,478</b>	<b>\$30,681</b>	<b>\$33,087</b>	<b>\$34,291</b>	<b>\$36,094</b>

**Jan. 1/03**

<b>Start</b>	<b>1 yr</b>	<b>2 yr</b>	<b>3 yr</b>	<b>4 yr</b>
<b>\$29,920</b>	<b>\$31,141</b>	<b>\$33,583</b>	<b>\$34,805</b>	<b>\$36,635</b>

**June 1/03**

<b>Start</b>	<b>1 yr</b>	<b>2 yr</b>	<b>3 yr</b>	<b>4 yr</b>
<b>\$30,668</b>	<b>\$31,920</b>	<b>\$34,423</b>	<b>\$35,675</b>	<b>\$37,551</b>

**120.18 Hybrid Scales****Producer/Recording Engineer****ENG Producer****July 29/02**

<b>Start</b>	<b>1 yr</b>	<b>2 yr</b>	<b>3 yr</b>	<b>4 yr</b>	<b>5 yr</b>
<b>\$58,610</b>	<b>\$60,977</b>	<b>\$63,346</b>	<b>\$65,715</b>	<b>\$67,492</b>	<b>\$70,866</b>

**Jan. 1/03**

<b>Start</b>	<b>1 yr</b>	<b>2 yr</b>	<b>3 yr</b>	<b>4 yr</b>	<b>5 yr</b>
<b>\$59,489</b>	<b>\$61,892</b>	<b>\$64,296</b>	<b>\$66,701</b>	<b>\$68,504</b>	<b>\$71,929</b>

**June 1/03**

<b>Start</b>	<b>1 yr</b>	<b>2 yr</b>	<b>3 yr</b>	<b>4 yr</b>	<b>5 yr</b>
<b>\$60,976</b>	<b>\$63,439</b>	<b>\$65,903</b>	<b>\$68,369</b>	<b>\$70,217</b>	<b>\$73,727</b>

**Switcher/Director****VTR Production Editor/Director**

**July 29/02**

Start	1 yr	2 yr	3 yr	4 yr	5 yr
\$58,493	\$60,855	\$63,219	\$65,583	\$67,356	\$70,724

**Jan. 1/03**

Start	1 yr	2 yr	3 yr	4 yr	5 yr
\$59,370	\$61,768	\$64,167	\$66,567	\$68,366	\$71,785

**June 1/03**

Start	1 yr	2 yr	3 yr	4 yr	5 yr
\$60,854	\$63,312	\$65,771	\$68,231	\$70,075	\$73,580

**Supervising Technician/Associate Producer****July 29/02**

Start	1 yr	2 yr	3 yr	4 yr	5 yr
\$49,450	\$52,997	\$54,769	\$58,314	\$60,449	\$63,203

**Jan. 1/03**

Start	1 yr	2 yr	3 yr	4 yr	5 yr
\$50,192	\$53,792	\$55,591	\$59,189	\$61,356	\$64,151

**June 1/03**

Start	1 yr	2 yr	3 yr	4 yr	5 yr
\$51,447	\$55,137	\$56,981	\$60,669	\$62,890	\$65,755

**Technician/Associate Producer****July 29/02**

Start	1 yr	2 yr	3 yr	4 yr	5 yr
\$44,904	\$48,448	\$50,222	\$53,767	\$55,902	\$58,610

**Jan. 1/03**

Start	1 yr	2 yr	3 yr	4 yr	5 yr
\$45,578	\$49,175	\$50,975	\$54,574	\$56,741	\$59,489

**June 1/03**

Start	1 yr	2 yr	3 yr	4 yr	5 yr
\$46,717	\$50,404	\$52,249	\$55,938	\$58,160	\$60,976

**Videojournalist****July 29/02**

Start	1 yr	2 yr	3 yr	4 yr
\$54,445	\$55,793	\$57,632	\$60,086	\$63,764

**Jan. 1/03**

Start	1 yr	2 yr	3 yr	4 yr
\$55,262	\$56,630	\$58,496	\$60,987	\$64,720

June 1/03

Start	1 yr	2 yr	3 yr	4 yr
\$56,644	\$58,046	\$59,958	\$62,512	\$66,338

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**Note - as a result of the implementation of Job Evaluation, some salary scales may change, some classifications may disappear, or new classifications may be created.**

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## **FREELANCE**

### 121.1

The Corporation may employ persons on:

Freelance Fixed Term - engaged to work on specific identifiable program(s) or specific program segment(s) or item(s) within individual program(s) for a period of less than one (1) year's duration. Freelance Fixed Term contracts shall be pro-rated at not less than the applicable minimum salary for similar work referred to in Article 122.

Freelance-Specific Services - engaged to work on specific identifiable program(s) or specific program segment(s) or item(s) within individual program(s). Such contracts will not have a term. Freelance contracts - Specific Services shall be pro-rated at not less than the applicable minimum salary for similar work referred to in Article 122.

Freelance Contributors - engaged to work on specific assignments under 121.15 and 121.17.

This clause will not be used to replace absent employees or for emergency purposes as defined under Article 106.

### 121.2 Contracts:

It is a principle of this agreement that all Freelancers and the Corporation shall have the right of protection afforded by a written contract and that such a contract shall be signed before the commencement of any assignment covered by this agreement. Where standard forms are to be used, the format of such forms will be agreed upon by the parties.

### 121.3

Freelance contracts will not be used to reduce the number of full-

time continuing employees. It is understood that Freelance Fixed Term may be used where the work the employee is engaged in is of less than one (1) year's duration.

#### 121.4

Persons employed by the Corporation on a Freelance Fixed Term contract for more than thirteen (13) continuous weeks and less than one (1) year shall participate fully in the CBC insurance and benefit program. Due to the nature of their employment, they cannot participate in the CBC employee pension plan.

Persons employed by the Corporation on a fixed-term contract for less than thirteen (13) weeks will receive an all-inclusive payment for all health benefits and vacation entitlement of 12.5% of basic salary. It is further agreed no other payment will be required or made.

#### 121.5

A Freelance Fixed Term contract employee who is hired into a full-time, non-contractual employee position in the same classification/level during the term of, or immediately after the end of a freelance Fixed Term contract, will have the actual time worked under the immediately preceding Freelance Fixed Term contract in the bargaining unit counted toward the following:

- Salary scale for the full-time position (provided the scale for the full-time position and the fixed term position is/was in the same class or level);
- Corporation Seniority (for annual leave, salary scales, severance pay, and article 118).

#### 121.6

The following Articles do not apply to:

#### Freelance Fixed Term



Article 104	Employment Status (104.1 through 104.4)
Article 105	Probation
Article 14	Posting of Vacancies
Article 113	Transfer
Article 3	Performance Management and Staff Development Process
Article 5	Review Process
Article 112	Foreign Correspondents
Article 114	Severance †
Article 115	Retirement
Article 4	Discipline
Article 117	Corporation Seniority †
Article 118	Economy Severance †
Article 8	Technological Change
Article 123	Work Week, Days Off and Overtime*
Article 124	Posting of Schedule
Article 25	Job Sharing
Article 11	Shift Differential
Article 127	Call-Back*
Article 128	Turn-Around and Encroachment*
Article 129	Statutory Holiday*
Article 19	Special Leave
Article 23	Parental Leave*
Article 26	STD/LTD*
Appendix E	Benefits*
Appendix G	Job Evaluation

\* Means in some special circumstances, such benefits/clauses can apply pro-rated.

† Except as specified in article 121.5

#### Freelance Specific Services/Freelance Contributors

Article 104	Employment Status (7.1 through 7.5)
Article 105	Probation
Article 106	Temporary
Article 107	Part-Time
Article 109	Producers' Authority and Responsibility
Article 14	Posting of Vacancies

Article 110	Hiring and Promotion
Article 113	Transfer
Article 3	Performance Management and Staff Development Process
Article 5	Review Process
Article 112	Foreign Correspondents
Article 114	Severance
Article 115	Retirement
Article 4	Discipline
Article 35	Outside Activities
Article 117	Corporation Seniority
Article 118	Economy Severance
Article 8	Technological Change
Article 122	General Salary Provisions
Article 123	Work Week, Days off and Overtime
Article 124	Posting of Schedule
Article 125	Meal and Break Periods
Article 126	Compressed Work Week
Article 25	Job Sharing
Article 11	Shift Differential
Article 127	Call Back
Article 128	Turn-Around and Encroachment
Article 129	Statutory Holiday
Article 18	Annual Leave
Article 19	Special Leave
Article 20	Military Service
Article 21	Leave - Court Duty
Article 22	Leave With/Without Pay
Article 23	Parental Leave
Article 26	STD/LTD
Article 27	Incapacitated/Disabled Employees
Article 28	Life Insurance
Article 29	Accident on Duty
Article 38	Medical
Article 39	Hospital/Medical Coverage - Full-Time Permanent Employees
Article 15	Training and Professional Development
Article 31	Joint Committee (31.1)
Article 36	Grievance Procedure – except as in article

	121.18
Appendix E	Benefits
Appendix G	Job Evaluation

## 121.7

Freelance Contributors, when engaged, will receive a rate of remuneration not lower than the basic fee provided for in this Article. However, nothing can prevent a Freelance Contributor from negotiating higher remuneration than that provided for in this Article.

## 121.8 Copyright:

It is understood that the ownership of copyright shall be subject to negotiation between the Freelance Contributor and the Corporation. The parties agree that status of copyright shall be specified in any engagement contract. This clause does not apply to Freelance Fixed Term or Freelance Specific Services.

Where the Freelance Contributor's clear claim to copyright has been negotiated and is established and identified on scripts, copies of scripts, tapes, computer files or any other medium supplied by the Freelance Contributor to the Corporation, the Corporation shall not reproduce in any manner whatsoever such material or any portion thereof as it relates to merchandising (whether sold, rented or distributed as promotional material) without also reproducing and attaching thereto such copyright identification.

## 121.9 Alternative Contracting Process:

This clause applies only when the Corporation pays a fee to the Freelance Contributor:

- a) The parties agree that in circumstances where time, distance or production constraints make completion of a contract impractical before commencement of work, the Corporation and the Freelance Contributor may, by mutual agreement, sign a

Memorandum of Understanding which shall include: a description of the assignment (topic, length, format/category, deadline), the agreed-upon rate of pay and the ownership of copyright. Such memoranda may be executed by facsimile or electronic means. A copy of such memoranda will be provided to the Freelance Contributor. In such instances a duly-executed written contract will be signed by both parties as soon as is practical after the commencement of work, but no later than five (5) working days after negotiation of the Memorandum of Understanding. This deadline may be extended by mutual agreement.

- b) It is also recognized that some production circumstances may prevent completion of a written contract or Memorandum of Understanding prior to the completion of the work. In such cases both the person who assigns the freelance work and the Freelance Contributor are responsible for keeping accurate notes of any verbal agreement.

#### 121.10 Editorial Modifications:

Where provisions for subsequent editorial modifications were not negotiated as part of the original contract, the following will apply:

- a) The Corporation and the Guild agree that, with respect to work done by Freelance Contributors, the Corporation shall make best efforts to consult the Freelance Contributor with regard to substantial changes, modifications, additions or deletions affecting meaning, intent, theme, characterizations or other changes of a major nature. At the Corporation's discretion the Freelance Contributor may be contracted to do the work.

- b) Where the Freelance Contributor does not make changes and holds unencumbered copyright: If the Freelance Contributor does not agree with the changes, he/she may refuse permission for the modified item to be broadcast.
- c) Where the Freelance Contributor does not make changes and does not own copyright as described in b) above: he/she may elect to have his/her credit removed from the item. The Corporation will acknowledge the Freelance Contributor's original work, and indicate that this is an edited version.

#### 121.11 Expenses:

Subject to negotiation at the time of contracting, it is agreed that Freelancers will be reimbursed for direct authorized expenses related to the performance of their assignment.

#### 121.12 Third Party Copyright:

In the case of any freelance contribution which includes any material for which copyright is held by one or more third parties, the Freelancer shall provide sufficient advance notice to the Corporation of such third-party interests. The Freelancer and the Corporation will then negotiate which party will be responsible for obtaining and/or paying copyright clearance.

#### 121.13 Corporation Obligations to the Guild:

After sincere efforts have been made by the parties to resolve a complaint, and prior to a grievance being filed regarding what services were contracted and which were performed, the Corporation will, upon the written request of a Guild staff representative, provide sufficient information to support that the work was done in accordance with the original services contracted for, where such information exists.

#### 121.14 Speculation:

The Corporation and the Guild agree that Freelancers shall not be required to work on a speculative basis.

Nothing in this article shall prevent the Corporation from discussing with any Freelancer any ideas in order to determine the Freelancer's thoughts and reactions, and/or to determine the Freelancer's suitability for the assignment provided that such assignments shall be subject to the terms of this agreement.

#### 121.15 Fees:

This Article applies only when the Corporation pays a fee to the contributor(s).

### FREELANCE RATES - TELEVISION

#### A) Commentary

(i) When engaged a commentator shall be paid not less than the following rates for writing and delivery:

	July 29/02	Jan. 1/03	June 1/03
1 minute to 90 seconds	<b>\$99.04</b>	<b>\$100.53</b>	<b>\$103.04</b>
90 seconds to 2 minutes	<b>\$123.81</b>	<b>\$125.67</b>	<b>\$128.81</b>
2 minutes to 3 minutes	<b>\$168.25</b>	<b>\$170.77</b>	<b>\$175.04</b>
Each additional minute of commentary beyond 3 minutes	<b>\$24.21</b>	<b>\$24.57</b>	<b>\$25.18</b>

(ii) On payment of a step-up fee of not less than 25% of the contract fee, the Corporation may acquire a license to use the commentary contracted for use on its domestic facilities for a period of up to 30 days. This includes Newsworld.

## B) Talks and Commentaries

For delivery by another:

	July 29/02	Jan. 1/03	June 1/03
Minimum rate (to include 2 minutes of script)	<b>\$175.12</b>	<b>\$177.75</b>	<b>\$182.19</b>
Each additional minute of script	<b>\$24.21</b>	<b>\$24.57</b>	<b>\$25.18</b>

## Continuity

	July 29/02	Jan. 1/03	June 1/03
Up to and including 2 minutes of continuity	<b>\$201.49</b>	<b>\$204.51</b>	<b>\$209.62</b>
Each additional minute of continuity	<b>\$24.21</b>	<b>\$24.57</b>	<b>\$25.18</b>

## D) Spot Announcements, Promotions

	July 29/02	Jan. 1/03	June 1/03
Up to 1 minute	<b>\$126.29</b>	<b>\$128.18</b>	<b>\$131.38</b>
More than 1 minute, but not more than 5 minutes	<b>\$248.84</b>	<b>\$252.57</b>	<b>\$258.88</b>

## E) Announcer, Commercial Announcer, Actuality Commentator, Master of Ceremonies, Moderator, Quiz Master, Sportscaster, Interviewer, Panelist, Host

Length of Program	Included Work Time	July 29/02	Jan. 1/03	June 1/03
15 min. or less	4 hours	<b>\$195.11</b>	<b>\$198.04</b>	<b>\$202.99</b>
16 – 30 min.	6 hours	<b>\$333.22</b>	<b>\$338.22</b>	<b>\$346.68</b>
31 – 45 min.	6 hours	<b>\$375.93</b>	<b>\$381.57</b>	<b>\$391.11</b>
46 – 60 min.	8 hours	<b>\$461.59</b>	<b>\$468.51</b>	<b>\$480.22</b>
each additional 15 min.		<b>\$66.73</b>	<b>\$67.73</b>	<b>\$69.42</b>
additional work time		<b>\$34.55</b>	<b>\$35.07</b>	<b>\$35.95</b>

F) Commercial Rate for Single Spot Announcements (On or Off Camera)

	July 29/02	Jan. 1/03	June 1/03
One announcement in spot carrier, any length	<b>\$195.11</b>	<b>\$198.04</b>	<b>\$202.99</b>

For more than one announcement on behalf of the same client in a spot carrier, program length rate will apply.

FREELANCE RATES - RADIO

A) Tape Documentary

	July 29/02	Jan. 1/03	June 1/03
Up to and including 3 minutes	<b>\$155.99</b>	<b>\$158.33</b>	<b>\$162.29</b>
Each additional minute up to and including 20 minutes	<b>\$51.99</b>	<b>\$52.77</b>	<b>\$54.09</b>
30 minutes or less	<b>\$1,540.11</b>	<b>\$1563.21</b>	<b>\$1,602.29</b>
60 minutes or less	<b>\$3,080.22</b>	<b>\$3,126.42</b>	<b>\$3,204.58</b>
90 minutes or less	<b>\$4,622.82</b>	<b>\$4,692.16</b>	<b>\$4,809.46</b>
Over 90 minutes	NEGOTIABLE		

While all rates for over 90 minutes are negotiable, such negotiated rates shall in no case be less than a pro rata minimum calculated on the length of the program and based on the 30 minute minimum rate.

Fine edit/final assembly .....Additional 25%

When a freelance broadcaster is required to edit tape and/or script and attend for studio packaging of an item so that it is within 120% of its contracted broadcast length, a fine edit/final assembly premium of 25% shall apply.

B) Commentary With Tape Insert / Script and Clip/Talk-Tape

	July 29/02	Jan. 1/03	June 1/03
1 minute to 90 seconds	<b>\$74.28</b>	<b>\$75.39</b>	<b>\$77.27</b>



90 seconds to 2 minutes	<b>\$99.04</b>	<b>\$100.53</b>	<b>\$103.04</b>
2 minutes to 3 minutes	<b>\$133.70</b>	<b>\$135.71</b>	<b>\$139.10</b>
Each additional minute up to 10 minutes	<b>\$18.82</b>	<b>\$19.10</b>	<b>\$19.58</b>

Should these conditions be exceeded, the tape documentary rates shall apply based on the length of the item.

On payment of a step-up fee of not less than 15% of the contract fee, the Corporation may acquire a license for use on its domestic facilities for a period of up to 30 days.

Fine edit/final assembly .....Additional 25%  
When a freelance broadcaster is required to edit tape and/or script and attend for studio packaging of an item so that it is within 120% of its contracted broadcast length, a fine edit/final assembly premium of 25% shall apply.

C) Single Interview / Streeter

For each interview:

	July 29/02	Jan. 1/03	June 1/03
1 minute to 90 seconds	<b>\$61.90</b>	<b>\$62.83</b>	<b>\$64.40</b>
90 seconds to 2 minutes	<b>\$80.47</b>	<b>\$81.68</b>	<b>\$83.72</b>
2 minutes to 3 minutes	<b>\$108.40</b>	<b>\$110.03</b>	<b>\$112.78</b>
Each additional minute of contracted length	<b>\$8.12</b>	<b>\$8.24</b>	<b>\$8.45</b>

For an interview of more than 90 minutes in length, the contract fee shall be negotiable but shall not be less than the greater of:

the broadcast length of the portions of such interviews used;

the rate for a 90 minute interview.

Fine edit/final assembly .....Additional 25%  
When a freelance broadcaster is required to edit tape and/or script and attend for studio packaging of an item so that it is within 120% of its contracted broadcast length, a fine edit/final assembly premium of 25% shall apply.

## D) Commentary

### (i) For writing and delivery:

	July 29/02	Jan. 1/03	June 1/03
1 minute to 90 seconds	<b>\$61.90</b>	<b>\$62.83</b>	<b>\$64.40</b>
90 seconds to 2 minutes	<b>\$80.47</b>	<b>\$81.68</b>	<b>\$83.72</b>
2 minutes to 3 minutes	<b>\$108.40</b>	<b>\$110.03</b>	<b>\$112.78</b>
Each additional minute of commentary	<b>\$8.12</b>	<b>\$8.24</b>	<b>\$8.45</b>

(ii) On payment of a step-up fee of not less than 15% of the contract fee, the Corporation may acquire a licence for use on its domestic facilities for a period of up to 30 days.

(iii) When a commentator is required to attend a meeting or a series of meetings or an event or events and to prepare and deliver an account of the meeting(s) or event(s), delivered with or without questions or comments from the program host, that person will be contracted and paid as a commentator for the length of the item involved.

## E) Talks and Commentaries

For delivery by another:

	July 29/02	Jan. 1/03	June 1/03
Minimum rate (to include 2 minutes of script)	<b>\$99.17</b>	<b>\$100.66</b>	<b>\$103.18</b>
Each additional minute of script	<b>\$16.34</b>	<b>\$16.59</b>	<b>\$17.00</b>

## F) Continuity

	July 29/02	Jan. 1/03	June 1/03
10 minutes or less	<b>\$99.17</b>	<b>\$100.66</b>	<b>\$103.18</b>
Each additional minute	<b>\$16.34</b>	<b>\$16.59</b>	<b>\$17.00</b>

## G) Continuity

	July 29/02	Jan. 1/03	June 1/03
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Minimum 2 minutes of script	<b>\$99.17</b>	<b>\$100.66</b>	<b>\$103.18</b>
Each additional minute	<b>\$16.34</b>	<b>\$16.59</b>	<b>\$17.00</b>

H) Actuality Commentator, Host, Freelance Announcer, Sportscaster, Interviewer, Narrator, Panelist, Disc Jockey

Length of Program	Included Work Time	July 29/02	Jan. 1/03	June 1/03
		5 minutes	1 hour	<b>\$80.78</b>
15 minutes	1 hour	<b>\$109.56</b>	<b>\$111.20</b>	<b>\$113.98</b>
30 minutes	3 hours	<b>\$166.70</b>	<b>\$169.20</b>	<b>\$173.43</b>
45 minutes	3.5 hours	<b>\$238.01</b>	<b>\$241.58</b>	<b>\$247.62</b>
60 minutes	4 hours	<b>\$309.44</b>	<b>\$314.08</b>	<b>\$321.93</b>

121.16 Kill Fees:

The following fees may apply only in cases where full payment is to be made upon completion of the Freelance Contributor's work:

a) If, during any time of the production of the work, the Corporation determines that the idea is not feasible or possible, the Corporation agrees to pay the Freelance Contributor a minimum of twenty per cent (20%) of the full contract amount. Nothing in this article shall preclude the parties from negotiating a greater percentage of the full contract amount.

b) In the event the Corporation decides not to use a contribution after the Freelance Contributor has completed it according to the specifications agreed to by the parties, the CBC shall pay 100% of the contracted fee. However, no pyramiding of payments or double payments are allowed under this clause.

121.17 Use:

The payment of at least the minimum rate as set forth in this article shall entitle the Corporation to unlimited use in whole or in part.

121.18 Grievance Procedure:

Grievances under Article 121 shall only relate to questions of terms of engagement, or payment, as specifically outlined in the language of the contract related to the specific item.

## **GENERAL SALARY PROVISIONS**

### 122.1

No employee will suffer a reduction in current salary or additional remuneration as a result of implementation of this new Collective Agreement. It is also agreed that there will be no windfalls as a result of the implementation of this new Collective Agreement.

### 122.2

Employees in the bargaining unit shall receive the rates, scales and/or fees in accordance with the scale of minimums outlined in Article 122. Progression will be no less than the progression schedule outlined in clause 122.4.

### 122.3

Employees on the date of the signing of this Agreement who are presently being paid a salary above the minimums outlined in Article 32 shall maintain the same dollar differential above the new top minimums when the minimums are increased.

### 122.4

Progression within a salary level shall be automatic unless otherwise stated and shall occur on the anniversary date of the employee's appointment to the salary level.

### 122.5

New employees shall be placed in the schedule of minimums, effective from the hiring date. Consideration will be given to comparable work.

### 122.6

Additional remuneration in the form of a contract may be negotiated between an employee and the Corporation for the following reasons:

- a) recognized prominence and excellence;
- b) special production skills;
- c) special expertise;
- d) unusual demands placed on an employee's personal life by his/her assignment;
- e) special initiatives or achievement which is of significant benefit to the Corporation.

The employee, if he/she desires, may call upon the Union to assist him/her in these negotiations. A copy of these contracts shall be given to the national Union office at the time of signing the contract.

## 122.7

Unless otherwise specifically indicated in this Agreement or as mentioned below, there shall be no reduction in salaries. If an employee requests in writing to be reclassified to a lower classification or is affected under Article 29, and his/her current salary exceeds the maximum salary level for the lower classification, his/her salary will be reduced to the maximum salary level of the lower classification.

### 122.7.1

During a trial period in a new position, the Corporation may return an employee to his/her former classification and salary.

### 122.7.2

In each case the anniversary date may revert to the date that was in effect when the employee was in the lower classification.

## 122.8 Direct Deposit

All monies owing permanent and temporary employees for work performed and/or services received will be paid through direct deposit. The Corporation shall remit to the employee a notification of deposit which shall contain the employee's name, the payment date and corresponding work period, the amount of gross earnings, the nature and amount of deductions made and the amount of take-home pay.

All employees shall provide the Corporation with the information necessary to ensure the payroll deposit is finalized. Such information will be kept confidential and only used for deposit purposes.

## **WORK WEEK, DAYS OFF AND OVERTIME**

### **123.1 DAILY SCHEDULED**

#### **123.1.1**

Whether a person is in this regime or not will be determined by a discussion between the employee and his/her supervisor who shall evaluate the assignment and determine the scheduling arrangements. For clarity, if the assignment does not allow flexibility in arranging daily hours or patterns of work, it is recognized that such an assignment will be daily scheduled. If the assignment does offer such flexibility, the employee can be scheduled weekly as in 123.2.3. Where there is disagreement over the regime into which an employee is slotted, such disagreement will be referred to the Local Joint Committee.

#### **123.1.2**

The normal work week for daily scheduled employees will be thirty-eight and three quarters ( $38 \frac{3}{4}$ ) hours per week. Such hours shall be scheduled five (5) seven and three quarters ( $7 \frac{3}{4}$ ) hour shifts each day falling within nine (9) consecutive hours each day. Producers will be forty (40) hours per week, except for Line Up and Assignment Producers who will be thirty-eight and three quarters ( $38 \frac{3}{4}$ ).

#### **123.1.3**

Daily scheduled employees who work seven and three quarters ( $7 \frac{3}{4}$ ) hours a day will be compensated at straight time for additional work up to eight (8) hours a day and at one and a half times ( $1 \frac{1}{2} X$ ) salary for all time worked in excess of eight (8) hours per day. There will be no pyramiding or double payment made or claimed in relation to this article.

### **123.2 ASSIGNED WEEKLY**



### 123.2.1

It is recognized the following classifications, depending on the assignment, can be assigned weekly employees: Reporter/Editor, Announcer, Host, Researcher, Program Marketing Coordinator, Producers, Associate Producers, Directors, Resource Coordinators, Resource Associates and Commercial Producers and Associate Commercial Producers.

### 123.2.2

Whether a person is in this regime or not will be determined by a discussion between the employee and his/her supervisor who shall evaluate the assignment and determine the scheduling arrangements. For clarity, if the assignment allows flexibility in arranging daily hours or patterns of work, it is recognized such an assignment will be assigned weekly. If not, the assigned weekly employee can be scheduled daily as in 123.1.2. Where there is disagreement over the regime into which an employee is slotted, such disagreement will be referred to the local joint committee.

### 123.2.3

The normal work week for these persons will be forty (40) hours per week. Given the nature of their assignments, daily hours will not be scheduled.

Employees in these assignments undertake to arrange their hours of work in order to complete the assignments consistent with economy of operation and quality of work.

Assigned-weekly employees will be paid over-time for hours worked in excess of one hundred and sixty (160) hours over 4 weeks (the averaging formula).

This is, if in the 4 week cycle (the start of which to be determined by the CBC) the total time worked exceeds one hundred and sixty (160) hours employees shall be paid time and one half their regular salary for each hour worked or equivalent time off in lieu

of payment calculated on the same basis. Prior authorization for any work beyond the one hundred and sixty (160) hours must be received from the appropriate supervisor in order to claim pay or the equivalent time off in lieu of payment.

It is understood that such averaging will not result in employees being assigned part days off, unless requested by the employee. The general daily shifts of eight (8) hours will be respected.

This does not constitute a guarantee of work.

Any assignment of days off will take into consideration the employee's request and operational requirements, but will benefit the employee where possible and operational requirements permitting.

Any paid leave such as sick leave, holidays, annual leave and time off in lieu shall be credited as part of the averaging formula as time worked to a maximum of eight (8) hours per day and shall not be deducted from the averaging formula. Time worked on the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day will not be part of the averaging formula.

#### Daily Scheduled and Assigned Weekly

In dealing with 123.1.2, it is understood that the five (5) days of work in a work week need not be consecutive and may be separated by days off or statutory holidays. The two (2) days off need not be consecutive when separated by a holiday(s) provided that no work is performed by the employee on the holiday(s).

#### 123.4

An employee's time card shall not be changed without notifying him/her when such change results in a reduction of the employee's claim. The employee will be required to submit time cards as directed by management.

#### 123.5

All work performed by a daily scheduled or assigned (weekly) employee on a day off shall be paid at the rate of one and one half times (1 1/2 x) the employee's regular salary rate for all hours worked with a minimum payment of seven and three quarter (7 3/4) hours at the one and one half times (1 1/2 x) premium rate.

### 123.6

When a daily scheduled or assigned (weekly) employee works on both days off, all work performed by the employee on the second day off shall be paid at the rate of two times (2x) the employee's regular salary rate for all hours worked, with a minimum seven and three quarters (7 3/4) hours at the two times (2x) premium rate.

### 123.7 Time Off in Lieu

#### 123.7.1

Subject to making his/her intention known on his/her time record, a daily scheduled or an assigned (weekly) employee may elect to accumulate and take in each fiscal year leave in lieu of pay for work performed beyond eight (8) hours per day for daily scheduled employees or one hundred and sixty (160) hours over 4 weeks for assigned (weekly), and for work performed as call-back, or for work performed on a scheduled day off, or holiday, or when a holiday falls on a day off which is worked in accordance with clauses 123.5 and 123.6, converted to basic hours (excluding penalty payments).

- i) However, the time in lieu option applies only to the equivalent of half or full days based on the accumulated work hours of eligibility. Any hours in excess of this eligibility will be paid at the appropriate rate.
- ii) Within the fiscal year in which it was earned, an employee has the right at any time to request payment for this leave payable at the rate it was originally earned.
- iii) Such accumulated time may be taken off at times

mutually agreeable to the employee and the Corporation.

#### 123.7.2

Subject to making his/her intention known, an employee may elect to convert in each fiscal year a maximum of thirty (30) days leave with regular salary in lieu of pay for overtime worked. By mutual agreement, such time may be added to annual leave credits or taken off at another mutually agreeable time.

#### 123.7.3

In the event this lieu time is not used up by the end of the fiscal year such credits were earned, they shall be paid out at the rate they were originally earned.

#### 123.7.4

Time off may, by mutual agreement, be added to an employee's annual leave. It is understood annual leave has clear priority over an employee's time off in lieu request.

#### 123.7.5

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

#### 123.7.6

If the agreed schedule for disposition of remaining time in lieu credits cannot be met or rescheduled by mutual agreement, the Corporation will pay such credits in the next overtime period at the rate originally earned.

#### 123.7.7

The Corporation shall cause a record of overtime and banked or used time off in lieu to be kept. Such a record shall be made available to local officers of the Guild upon written request.

#### 123.8

The Corporation agrees to make at each location every reasonable effort to distribute the assignment of overtime work equitably among employees engaged in the same type of work.

#### 123.9

Other options to overtime are available such as:

- 1) Pre-payment of overtime;
- 2) Buy-out of expected overtime.

In certain types of employment, the parties agree that these options can be utilized and that neither side will prevent the implementation of such option(s) where it makes sense and is the most efficient or cost-effective method to implement.

For clarity, pre-payment of expected overtime is only a guess or estimate of expected overtime. If the actual hours worked are greater than the payment given, the difference will be paid to the employee.

Overtime buy-out is where the employee and manager agree to a complete buy-out of expected overtime. Once agreement has been reached for a buy-out, no other claims for overtime will be made or paid.

#### 123.10 SELF-ASSIGNED

##### 123.10.1

Although there are no set hours for self assigned persons, the guideline to be used is a normal work week consisting of 40 hours. Such a guideline does not constitute a guarantee of work.

It is recognized the following classifications may be self-assigned employees: Producers, Associate Producers, Directors, Resource Coordinators and Resource Associates, Commercial Producers and Associate Commercial Producers.

Whether a person is in this regime will be determined by a discussion between the employee and his/her supervisor who shall evaluate the assignment and determine the scheduling arrangements. Where there is disagreement over the regime into which an employee is slotted, such disagreement will be referred to the Local Joint Committee.

Each self-assigned employee undertakes to arrange his/her hours, days of work and rest days in order to complete his/her assignment(s) consistent with economy of operation and good staff employee relations.

Each self-assigned employee shall be required to account only for annual leave taken. Self-assigned employees have no claim for unused rest days and therefore cannot carry them over from year to year.

### 123.10.2

All self-assigned employees, given their self-assigned status, will not have any claim to overtime. It is also understood that self-assigned employees have no claim for overtime on work on a day off or work on a statutory holiday.

### 123.10.3

The following Articles will not apply to self-assigned employees:

- Article 125 - Meal and Break Periods
- Article 126 - Compressed Work Week
- Article 127 - Call Back
- Article 128 - Turn Around and Encroachment
- Article 124 - Posting of Schedule

Self-assigned employees will have access to workload arrangements. Workload will be administered in accordance with the following:

- a) The program manager or delegate will, at minimum, conduct an annual workload review with each employee. The review will consider the nature of the employee's assignment, the organization of staff and facilities, program objectives, the demands on time, and the number of rest days likely to be worked.

The workload shall include the employee's expected pattern of work.

Reviews will be confirmed in writing and the written document will be forwarded to the Joint Committee (clause 63.1).

- b) No employee shall be required to maintain a workload in excess of that defined in a) above on a regular and continuing basis, without review under this Article.
- c) Employees who believe they have a workload issue which is regular and continuing and in their opinion requires remedial action shall request a review. The employee and program manager or his/her delegate shall meet to discuss the workload with a view to develop a satisfactory resolution. Such resolution may include:
  - alternative organization of staff and facilities;
  - changes to the assignment;
  - extra compensation;
  - other such acceptable alternatives.

If after the meeting the employee is not satisfied, it will be forwarded to the National Joint Committee for further review and final resolution.

123.12

The current provisions will be applicable during the life of this agreement. It is understood such provisions will not be used in an exploitative manner, but rather to enhance and make the workplace more effective.



## **POSTING OF SCHEDULE**

### 124.1

For regularly scheduled employees, schedules of days off and regular working hours shall be posted not less than two (2) weeks in advance of the week for which they apply.

### 124.2

Schedules may be changed due to illness or release of an employee or other reasons affecting an employee requiring special leave. Schedules may also be changed in the event an employee is released for union activity after such schedule has been posted. Schedules may also be changed due to circumstances beyond the control of the Corporation, by way of example:

- a) emergencies or unexpected events of political, economic, or social importance requiring coverage of which the Corporation did not have or could not be expected to have had prior knowledge, (i.e., death of a politician or a celebrity, a disaster or a sudden national or world crisis or a national/international sports playoff.
- b) in major productions: unexpected occurrences which the Corporation did not have or could not be expected to have had prior knowledge (e.g. weather conditions).

Other changes can be made by mutual agreement between the employee, the management and the Guild at the local level. Such an agreement will not be unreasonably withheld.

### 124.3

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

#### 124.4

For Associate Directors (Production Assistants) assigned to Arts and Entertainment programs and/or to major remotes, the following will apply:

- Where starting times are posted, notice of change of starting time shall be given as soon as possible but at least twelve (12) hours before the new starting time where there is an advance of the starting time, or twelve (12) hours before the original starting time where there is a postponement of the starting time.
- If such notice of change is not given, the employee affected shall be credited with all hours originally scheduled plus any additional hours worked.

## **MEAL AND BREAK PERIODS**

### 125.1

For daily scheduled employees only, there shall be a meal period of not less than thirty (30) minutes and not more than sixty (60) minutes unpaid meal period during each shift.

### 125.2

The meal period (as far as practicable) will be scheduled close to the mid-point of the employee's shift.

### 125.3

Employees will not be asked to displace meal periods.

### 125.4

In shifts of eight (8) hours or more, subsequent meal periods will be scheduled within the fourth (4th), fifth (5th), or sixth (6th) hour since the last meal period should have been completed.

### 125.5

There shall be a second and subsequent meal allowance. Such amount for the second or subsequent meal allowance will be paid in accordance with applicable policy.

## **COMPRESSED WORK WEEK**

### 126.1

Where employees want a study of scheduling to see whether improvements can be made, a committee of four (4) people will be formed including two (2) employee representatives selected by the local Union and two (2) employer representatives.

#### 126.1.1

The committee, with input from all affected staff, will attempt to draw up a schedule that is more acceptable to staff than the current schedule but still meets operational requirements. The new arrangement shall not reduce the number of positions required.

### 126.2

The committee may propose modifying the work week to provide for three (3) 12 3/4 or 13 1/3 hour days or four (4) 9 2/3 or 10 hour days, whichever is applicable, or some other acceptable arrangement. It is understood that such a modified work week cannot be introduced without the approval of the employees involved, the employer and the Guild.

### 126.3

It is further understood that all work performed beyond the new scheduled daily shift and in excess of the 40 hour work week but not both shall be remunerated at the applicable overtime rates outlined in the Collective Agreement.

### 126.4

All work performed by an employee on a compressed work week arrangement on a scheduled day off shall be paid in accordance with Article 125 of the Collective Agreement. For clarity as

applicable, the following will apply:

Persons on a four (4) day compressed work week the following will apply:

Work on a fifth (5th) and sixth (6th) day will be paid at 1.5 times the employee's regular rate of pay.

Work on a seventh (7th) day will be paid at double the employee's regular rate.

Persons on a three (3) day compressed work week, the following will apply:

Work on a fourth (4th) and fifth (5th) day will be paid at 1.5 times the employee's regular rate.

Work on a sixth (6th) and seventh (7th) day will be at double the employee's regular rate.

For each of the above rest days the employee is required to work, a minimum payment of 4 hours pay for each day worked will be made to the employee.

#### 126.5

Sick leave will be paid in such a fashion that the employee will not receive more pay or credits to what they would receive for working the normal work week (i.e. 38 3/4 or 40 hours per week or 7 3/4 or 8 hours per shift, whichever is applicable).

#### 126.6

No employee shall be scheduled to start a shift within ten (10) hours after the scheduled completion of the employee's previous shift.

#### 126.7

Any such arrangement can be cancelled by any one of the parties involved (the employee(s), the employer and the Guild) by giving four (4) weeks notice in writing to the other parties.

126.8

All other provisions of the Collective Agreement apply with the necessary modifications where applicable.

126.9

If a person on a compressed work week is absent for the duration of the compressed hours in a week, it is agreed and understood that the replacement (if any) will be required to assume the same hours and conditions as the absent incumbent.

126.10

It is understood that the intent of this arrangement is to avoid incurring extra cost or penalties to the Corporation. It is further clearly understood that there shall be no pyramiding of any premiums or benefits to any employee under this arrangement.

**CALL-BACK**

127.1

Call-back occurs when a scheduled employee after leaving work is required to report back to work to perform duties which are expected to be completed before the commencement of the employee's next scheduled shift.

127.2

An employee called back to work shall receive a minimum of three (3) hours pay at time and one half (1 1/2x) the regular rate or time and one half (1 1/2x) the regular rate for all hours worked on such a call-back, whichever is greater.

127.3

Call-back does not apply to schedule changes or when the Corporation requires an employee to attend a meeting on a regular day off or before or after their shift. In such cases, the overtime provisions shall apply.

127.4

Cancellation of call back before the employee actually reports for duty will not require any payment.

## **TURN-AROUND AND ENCROACHMENT**

### 128.1

No employee shall be scheduled to start a shift within twelve (12) hours after the scheduled completion of the employee's previous shift, except as provided for in clauses 128.2 and 128.2.1.

### 128.2

An employee who is scheduled to end work between 7:30 p.m. and 11:30 p.m. on the day preceding the employee's days off shall not be scheduled to begin work before 8:00 a.m. on the day after the employee's days off.

### 128.2.1

An employee who is scheduled to end work between 11:30 p.m. and 2:00 a.m. on a shift preceding the employee's days off shall not be scheduled to begin work before 10:00 a.m. on the day after the employee's days off.



## **STATUTORY HOLIDAY**

### 129.1

The following shall be paid holidays:

New Year's Day

Good Friday

Easter Monday

The date proclaimed as the Reigning Monarch's Birthday

Civic holiday in August where declared

Canada Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

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

### 129.1.1

However, when another day is declared a public holiday by Federal or Provincial authority because Christmas Day or New Year's Day, Canada Day or Remembrance Day fall on a Sunday, for the purposes of this Collective Agreement only the said Sunday or the following day shall count as a holiday, but not both.

### 129.2

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

### 129.2.1

Employees stationed in Prince Edward Island will be granted one day's leave in lieu of the August Civic holiday. In the event an additional civic holiday is declared in Prince Edward Island, in the future, this clause will no longer apply.

### 129.3

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

When a designated holiday under clause 129.1 coincides with an employee's day off, the employee's day off will be moved to the first scheduled working day prior to or following the designated holiday.

#### 129.3.1

Work performed on a holiday will be paid at one and one half times (1 1/2 X) the employee's regular rate for all hours worked with a minimum payment of seven and three quarters (7 3/4) hours at time and one half (1.5X).

### 129.4

An employee will not be entitled to pay for a holiday if he/she is on unauthorized absence on the holiday, or if he/she is not otherwise entitled to pay for the work week in which the holiday occurs. However, no pay will be deducted for a holiday falling in a period of leave without pay for Union activities as provided for in Article 62.

### 129.5

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

## 129.6

The entitlement to holiday pay shall be contingent upon the fact that on the day prior to and the day following the holiday, an employee must be:

- a) working
- b) on a day off
- c) assigned a holiday off
- d) on authorized leave with pay
- e) on release from duty, except that:

an employee who has worked in the work week concerned may be on authorized absence without pay on the working day following the holiday or on the working day prior to the holiday, but not both, to be entitled to holiday pay.

## 129.7

Any period of time-off allowed by the Corporation:

for employee participation in organized recreational activities;  
because of inclement weather, and  
for any other reasons

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

## 129.8

Where an eligible employee's religion requires a different observance, he/she with at least eight (8) weeks written notice to management can substitute on a day for day basis, Easter Monday and Remembrance Day for other religious observances. This is on the proviso that there is no increase in cost to the Corporation and

that there is work available for the employee to perform on Easter Monday and Remembrance Day. The employer will not be forced to create work or open its premises if it is not feasible to do so.

## **RELEASE FROM DUTY FOR UNION ACTIVITIES**

### 130.1

Subject to operational requirements, leave without pay shall be granted to any employee duly authorized to represent employees in order to attend executive committee meetings, Labour conventions, and other legitimate union activities. A request for such leave shall be received in writing, or electronically by the appropriate Corporate Industrial and Talent Relations representative at least ten (10) days in advance, unless such time limit is mutually waived by the parties.

#### 130.1.1

The Corporation will maintain the regular salary and benefits of an employee who is granted leave without pay in accordance with clause 130.1. To recover the employee's salary and 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.

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.

#### 130.1.2

Subject to any various restrictions contained in various benefit plans, leave provided in clause 130.1 shall not deprive an employee of any benefits to which the employee is entitled under the terms of this Agreement. Employees granted leave under clause 130.1 above will continue to accumulate service to a maximum period of one (1) year. If the period of leave extends beyond the one (1) year time frame, arrangements may be made regarding possible benefit continuation including full cost of same.

## 130.2

In the event that an employee desires to obtain leave of absence without pay to a maximum of four (4) years (this limitation shall not apply to those on such leave prior to the effective date of this agreement) for the purpose of accepting a position with the Union or an official Labour body, such leave, with at least one (1) month's notice, shall be granted by the Corporation on receipt by the Corporate Industrial and Talent Relations Service, of a written request from the employee and the Union. Any additional periods will be granted by the Corporation on receipt of a written request from the employee and the Union.

It is understood that for the first four (4) year period, seniority will continue to accrue. On second and subsequent leaves granted in accordance with 130.2, it shall constitute a break in the continuity of service in the computation of leave, benefits and severance pay. During any leave under this article the union will be responsible in reimbursing the Corporation for any benefit or pension cost.

### 130.2.1

During the employee's absence and subject to any limitations imposed by the plans and/or legislation, the employee may continue to participate in the pension, group life and medical/hospital plans, provided the employees pre-pays all required premiums/contributions (employee's and Corporation's share where applicable).

### 130.2.2

Upon terminating his/her position with the Union, the employee shall be entitled to resume employment with the Corporation in the classification and salary he/she was paid at the time of leaving plus any increases granted in the interim. If such classification has disappeared, the employee shall be entitled to resume his/her employment with the Corporation in the salary group of the classification or closest to the classification he/she occupied when temporarily leaving the employ of the Corporation.

### 130.3

Upon request by the Union the Corporation agrees to release, without loss of regular pay or leave credit, Union representatives to attend negotiation and grievance meetings. It is understood that the Corporation will not be required to release more than seven (7) employees for the purpose of negotiations nor more than five (5) employees for the purpose of Second Step (National) Grievance meetings, nor more than three (3) employees for the purpose of First Step (Local) Grievance meetings.

A request for negotiation and Second Step (National) Grievance meetings shall be submitted to the appropriate Industrial Relations representative ten (10) days in advance unless otherwise mutually agreed.

A request for release for First Step (Local) Grievance meetings shall be submitted at the time the meeting is arranged.

#### 130.3.1

Grievance committee and negotiating committee members outlined in clause 130.3 will suffer no loss in regular salary for time spent meeting with management representatives.

### 130.4

When an employee is released with pay to attend a meeting with the Corporation on a day-off, if possible he/she will be rescheduled so that the meeting falls within their regular schedule. If this is not possible and the meeting with management lasts four (4) hours or more, the employee shall be granted another day off to be taken at a mutually convenient time.

### 130.5

It is understood the Corporation reserves the right to hire temporary employees for any releases contained in this Article.

## **NO STRIKES OR LOCKOUTS**

### 131.1

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

### 131.2

Employees in the bargaining unit covered by this Collective Agreement will not be required to handle, perform or assist in any work under the usual scope of any other bargaining unit which is on a legal strike against the Corporation and is represented by a recognized bargaining agent for persons employed by the Corporation.

### 131.3

Should an employee in the bargaining unit covered by this Collective Agreement occupy a position which, as a regular component of that position, entails the carrying out of work which is also a component of a position in a lawfully struck bargaining unit, then notwithstanding clause 131.2 any such employee shall continue to perform such work, provided that the Corporation:

- a) does not change or assign the employee for the purpose of assigning struck work;
- b) transfer such an employee to another location for the purpose of carrying out the work of any employee in a lawfully struck bargaining unit.



131.4

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

Appendix O  
Letter of Understanding  
**STATEMENT OF QUALIFICATIONS**

The purpose of the Statement of Qualifications is to clearly identify the requirements of jobs posted by the Corporation, and to ensure that only applicants who are qualified and interested will apply.

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:

- demonstrated ability to carry out the tasks of the position
- education
- knowledge
- training
- experience

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

- talent in the specific functions or areas required
- creativity in the specific functions or areas required
- innovation in the specific functions or areas required
- production ability in the specific functions or areas required
- planning and organizational skills in the specific functions or areas required

Where the ratings between candidates on objective and subjective criteria are relatively equal, the more senior person 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 P

**LETTER OF UNDERSTANDING RE: D. OLDFIELD,  
D. ZEIDLER, G. DUROCHER**

This applies from the date of ratification. Current CMG staff persons i.e.: D. Oldfield, D. Zeidler, G. Durocher will have any current written arrangements respected, nothing else will apply.

## Appendix Q

### VIDEOJOURNALISTS

July 18, 2002

Ian Henry  
Director, Industrial Relations

Dear Ian,

**Re: Videojournalists Committee**

As per our previous discussions, this is to confirm that the Canadian Media Guild and the CBC agree to establish a committee to discuss issues related to the engagement and work practices involving videojournalists.

The exact mandate and time frame for the committee will be developed jointly within twelve (12) weeks following the ratification of this collective agreement.

Without limitation the parties will examine such issues as: hiring practices, training, equipment, work and safety concerns.

The joint committee will report back at various stages of its deliberations with recommendations for implementation to senior media and human resource lines.

Yours truly,

Dan Oldfield  
Senior Staff Representative  
Canadian Media Guild

Appendix R  
Letter of Understanding  
**JOINT COMMITTEE ON FREELANCERS**

**The Corporation commits to ensure every engagement has a written contract.**

**The parties agree to create a standing joint committee to deal with matters uniquely related to the freelance workforce.**

**Without limitation, the committee will be responsible for the development of processes to ensure producers (or anyone who engages a freelancer) have an adequate understanding of the contract process. The committee may develop short workshops for producers and/or a written guide.**

**It will access training needs in keeping with the training provisions of the collective agreement.**

**The committee will also work to ensure that the freelance contributors, fixed-term and specific services suppliers are properly contracted, as well as being properly compensated according to the terms of the collective agreement.**

**The committee may develop packages to ensure freelancers get all the information they require when entering into a relationship with the Corporation.**

**The committee will be co-chaired and consist of no more than four (4) individuals from each of the Union and the Corporation.**

## Appendix S

### **SPECIAL SALARY PROVISIONS – ATPD PRODUCERS**

It is agreed that any Producer who as of June 2, 1986 in the previous ATPD unit who had received Executive Producer remuneration for five (5) years will continue to receive it while he/she is a Producer.

Appendix T  
Letter of Understanding  
**GUIDELINE ON DOWNGRADE/DEMOTION FOR  
CAUSE**

Mr. Dan Oldfield  
Canadian Media Guild, Toronto, Ontario

Dear Mr. Oldfield:

Re: Guideline on Downgrade / Demotion for Cause

This will confirm our understanding that in terms of downgrade for cause and demotion for cause, the following will be utilized as a guideline.

While not all inclusive, this will provide a general guideline on the circumstances such downgrade or demotion may apply:

- a) lay-off involving displacement to a lower position;
- b) inadequate skills, unable to do the work;
- c) breach of trust.

As earlier stated, while not all inclusive, the above is a guideline.

For clarity, downgrade and demotion are not to be used as an alternative to the discipline process.

Sincerely,

Alex Mercer  
Canadian Broadcasting Corporation



Appendix U  
Letter of Understanding  
**RADIO PROGRAM MANAGERS**

Without prejudice or precedent to either party's position the following will apply:

The Corporation is seeking to expand diminished production resources in the workplace by proposing that some Program Managers in Radio do work normally done by bargaining unit members.

The parties agree that Program Managers constitute a new way of operating in the CBC. The Guild has expressed concern about a possible threat to an area of its jurisdiction. The Corporation understands the Guild's concern.

For the life of the current Collective Agreement, the Parties agree to the following limitations and provisions with respect to Program Managers:

- There will be no CMG lay-offs or demotions of CMG members as a consequence of production work which Program Managers may do.
- No Guild member will be required to accept the position of Program Manager.
- For the life of the current Collective Agreement, Program Managers will be limited to the locations where they currently operate, plus no more than one new appointment per year.
- The role of Program Managers will be assessed during the next round of negotiations, with particular attention to any impact of the change on CMG members.

Appendix V  
Letter of Agreement  
**MULTI-SKILLING**

The parties agree that there have been problems in the implementation of the multi-skilling provisions of the 1996 collective agreement (Article 16).

They therefore agree to form a working group to ensure the required information is gathered, to analyze that information, and to make recommendations to the National Grievance Committee on negotiating new classifications/salary scales.

The group will be comprised of no more than three members from each party, co-chaired by Management and the Union. The committee will be formed within 30 days of ratification of this agreement, with a first report due within three months.

The working group can, by mutual agreement of the parties, be declared a standing group.

The purpose of this committee is to ensure that the provisions of article 111 are fulfilled on an ongoing basis.

Appendix W  
Letter of Agreement  
**PLACING OF SELF-ASSIGNED (WEEKLY)  
EMPLOYEES**

18<sup>th</sup> March, 1999

The parties recognize that former ATPD producers and other employees who are currently slotted as Self-Assigned (Weekly) employees will, as per the requirements of the collective agreement, automatically become assigned weekly or daily scheduled as per article 35.

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For the Corporation

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For the Union

Appendix X  
Letter of Agreement  
**GRANDPARENTED SALARY GRID**  
**&**  
**LETTER OF UNDERSTANDING – CBC/CMG**  
**SUBCOMMITTEE ON SLOTTING**  
**(RESOLUTION OF “LIBRARIAN” ISSUE)**

At the suggestion of the union (CMG), in the course of the all-union joint job evaluation process, a CBC/CMG sub-committee was formed to examine possible anomalies in the agglomeration of old job classifications to create the new classifications in the current collective agreement. The objective of this committee was to identify and resolve situations in which incompatible classifications had been lumped together. The concept was that if these situations were allowed to persist through the job evaluation process, then (a) it would be difficult, if not impossible to write a coherent job description and (b) if a description were produced, the resulting rating would likely be inappropriately skewed.

The level II Media Librarian in the Production Support Group illustrates a *prima facie* case which appears to require resolution; it seeks to cluster both the former Broadcast Material Librarian and the former Senior Broadcast Material Librarian. It seems fairly predictable that, if allowed to stand, the entire group would be skewed upward. Another group which appears to be a strange mixed bag is the Program Assistant, Level 2. However, while the list of job titles included there looks a bit like “apples and oranges” it is not clear that there are actual people doing all the functions listed.

The group noted that in the On Air Group, under the title “Researcher, Level I”, the old classification of Library Assistant, National News – CUPE (Production) 4 was included. After review and discussion, including checking with Television National News, it was agreed that these employees did work

which was typical of, and akin to, library employees. There was nothing particularly distinctive about the fact that the work is performed in TV National News, except that there is a continual requirement for this work there. The TV National newsroom has a significant library of broadcast material on site in order to assure rapid response to demand. However, in terms of growth, development and career, it would seem that these employees could more realistically expect to move ahead in the library field rather than the program field, as would seem to be the case, for example, for people who do research.

So, as a first step, it is agreed to import a copy of the Level 1 salary scale shown in article 32.6 to the media library family and call it “Media Librarian – Level 1”. At the same time we would re-slot those incumbents of the On-Air Research – level 1 who were formerly classified as Library Assistants, National News, CUPE (Production) 4 to the new Level 1 of the Media Librarian family.

The sub-committee also noted that the only classification included in Level 2 of the On Air Researcher group was the former Broadcast Material Librarian (News) CUPE (Production) 6. Most Broadcast Material Librarians had been slotted into the Media Librarian family but some, based on information at the time, were slotted into this research group. The investigations by the sub-committee did not reveal any substantive reason for selecting a few (now, apparently only one) and slotting them apart from the main group, particularly in a lower salary scale. So it was decided to repatriate this classification into the Media Librarian family as will be described later.

The effect of these two slotting decisions is to “empty” level 2 of the On-air Researcher group and to reduce level I to the former CWSG Senior Editorial Assistants. This raised the question of the necessity for two kinds of researcher – “on-air” and “programming”, particularly when the salary scales are

exactly the same. It is the view of this sub-committee that if the sub-committee preparing Unit 1 job descriptions does not see any distinct difference in these researchers, then the entire On-air Research group can be dispensed with in favour of the program group and the remaining group of employees re-slotted there.

The second step, then is to address the principle issue – that of the Broadcast Material Librarian and the Senior Broadcast Material Librarian being slotted together into Media Librarian, level 2.

The essence of what is agreed is that the former Broadcast Material Librarian function will be slotted into the current Level 1 grouping of the Media Librarian family – along with Record Librarians, Music Librarians, etc.. The Senior broadcast Material Librarian function will be slotted into the current Level 3 grouping of the Media Librarian family along with Senior Record Librarians, Senior Music Librarians, etc.. The current level 2 scale will disappear, except that it will be retained for grandfathering purposes as outlined below. The Media Librarian family will be reconstituted with four salary scales as follows:

- |               |   |
|---------------|---|
| New Level 1 - | the 5-step (\$25,000 to \$31,000) imported from the On-Air Researcher group;                          |
| New Level 2 - | the 7-step scale (\$29,398 to \$36881) which was the Media Librarian Level 1 scale;                   |
| New Level 3 - | the 7-step scale (\$34,849 to \$43,401) which was the Media Librarian Level 3 scale – i.e. no change; |

New Level 4 - the 7-step scale (\$40,194 to \$50,243) which was the Media Librarian Level 4 scale – i.e. no change.

It is also understood and agreed that these changes are based on the information currently available regarding and classifications which people previously held and the slotting exercise itself. Best efforts have been made to ensure accuracy. Should it become clear, for example, through the job evaluation process that any of these individuals is performing a different function from what was assumed, then their treatment in that process will be governed by the actual work being performed.

Production Support Group

*Broadcast Material Librarian*

Media Librarian

Jan 1/99

Start	1 year	2 years			
\$35,363	\$36,285	\$37,208			
3 years	4 years	5 years	6 years		
\$38,233	\$39,258	\$40,283	\$41,308		

Sept 22/99

Start	1 year	2 years	3 years	4 years	5 years	6 years
\$36,424	\$37,374	\$38,324	\$39,380	\$40,436	\$41,491	\$42,547

Sept 22/00

Start	1 year	2 years	3 years	4 years	5 years	6 years
\$37,699	\$38,682	\$39,665	\$40,758	\$41,851	\$42,943	\$44,036

## **UNIT 3 ARTICLES**

**Articles and appendices in this section are applicable to employees in CMG Unit 3 (General Administrative Unit) only.**



## DEFINITIONS

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

### Assignment

A specific job, travel or any other business assigned to an employee by an authorized representative of the Corporation's management.

### Basic Hourly Rate

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

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

### Calendar year

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

### Day

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

### Grievance

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

### Location

Means the metropolitan area including its transmitter point(s) where the Corporation has broadcasting facilities and/or offices such as Vancouver, Winnipeg, Toronto, Halifax, etc..

Employees assigned outside these geographic limits shall be

deemed to belong to the location from which they are assigned. The definition of a location will be communicated to the Union's local and will not be changed without prior discussion with the Union's local.

### Out-of-Town Assignment

This is an assignment outside the location.

### Parties

The parties referred to in the Collective Agreement are the Canadian Media Guild (hereafter referred to as the Union) and the Canadian Broadcasting Corporation at the National Level (hereafter referred to as the Corporation).

### Premises or Place of Employment

Shall mean the Corporation's broadcasting facilities and/or offices, within a location where employees regularly work or may be assigned. These facilities will be communicated to the Union's Local and will not be changed without prior discussion with the Union's Local. Any premises or place of employment will meet all standards and commitments embodied in the Canada Labour Code. Any premises or place of employment will meet all standards and commitments embodied in this Collective Agreement and the Canada Labour Code, and will be established for periods of not less than seven (7) months. Where local circumstances warrant, the seven (7) month limit may be reduced by mutual agreement, which will not be unreasonably withheld.

### Remote Assignment

A remote assignment is an assignment within a location, as defined in this Article, associated with the production of a program, or segment of a program, outside the Corporation's premises or place of employment, as defined in this Article.

### Transfer

The appointment of an employee to a position at the same

classification as the one currently occupied.

**Spouse**

**The term spouse includes same-sex partners.**

**Dependant**

**This term includes dependants of same-sex partners.**

## UNION RECOGNITION

### 302.1

The Corporation recognizes the Canadian Media Guild as the exclusive bargaining agent for all persons employed in the bargaining unit defined by the Canada Labour Relations Board in its certification order issued on November 4, 1993 and as amended from time to time, comprising:

“all personnel whose core functions are secretarial and clerical, or of an administrative nature or support, such as financial services, personnel services, sales or of a white collar nature, working for the Canadian Broadcasting Corporation, outside of the Province of Quebec and of Moncton, N. B., excluding those whose core functions consist of supervisory duties”.

### 302.2

The parties may, by mutual consent, include any person in or exclude any employee from the bargaining unit. **Prior to the Corporation proceeding with the exclusion of an employee or position from the bargaining unit the Corporation will discuss the matter with the Union.**

### 302.3

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

## **JURISDICTION**

### 303.1

The Corporation recognizes the Union as the exclusive bargaining agent for all persons employed in the bargaining unit as defined in Article 302.

### 303.2

The Corporation shall not assign to persons outside the bargaining unit duties performed by the members of the bargaining unit except as provided below:

### 303.3

It is agreed that the Corporation may assign bargaining unit duties to employees in other CBC bargaining units or managers or confidential employees provided that no employee in this bargaining unit is laid off or suffers a reduction in salary as a direct result of such assignment.

### 303.4

It is also agreed that the Corporation can assign persons in either the CMG or the SCFP bargaining units to meet its operational requirements during the term of this Collective Agreement and following ratification of a similar clause in the SCFP Collective Agreement.

### 303.5

The Corporation may retain outside firms or contractors to supply a given service in accordance with Article 308.

## **CONTRACTING OUT**

### 304.1

It is in the best interest of both the Corporation and the Union to achieve maximum efficiencies. In doing so, it is the Corporation's intention to keep jobs in-house wherever financially and operationally possible.

The parties agree that the following terms and conditions will apply to the potential contracting out of the work of the bargaining unit.

### 304.2

The Union's rights and the Corporation's obligations under this article will apply where work currently being performed by members of the bargaining unit is subject to being contracted out and CMG (Unit 3) employees comprise more than 50 percent of the employees in the function under consideration or salaries plus costs associated with the work of the bargaining unit account for more than 50 percent of the overall costs of the function under consideration.

#### 304.2.1

Should this condition above not be met, the Union may, in conjunction with other bargaining units, submit alternatives to the corporation and their relevant collective agreements will apply.

### 304.3

Contracting out of work being performed by members of the bargaining unit may occur where:

- a) demonstrable savings and/or operational efficiencies can be achieved for the Corporation, and
- b) consultation with the Union prior to any decision to contract out has occurred. The purpose of the consultation will be to provide information to the Union as set out in 304.4.1 and to allow the Union an opportunity to provide an alternative to contracting out. Consultation with the Union will proceed at the same time outside bids are being solicited and assessed.

#### 304.3.1

Notwithstanding 304.3 above, contracting out of work being performed by members of the bargaining unit in Departments whose function is to generate revenue (such as TV Sales or International Sales) may occur where:

- a) demonstrable savings and/or operational efficiencies and/or revenue increases can be achieved for the Corporation, and;
- b) consultation with the Union prior to any decision to contract out has occurred. The purpose of the consultation will be to provide information to the Union as set out in 304.4.1 and to allow the Union an opportunity to provide an alternative to contracting out. Consultation with the Union will proceed at the same time outside bids are being solicited and assessed.

#### 304.4

The parties shall establish a joint committee at the national level for purposes of the consultation process.

#### 304.4.1

The Union will be provided with information that is relevant to the Union's efforts to develop alternatives, reasonably available to the Corporation, and responsive to any reasonable request for information by the Union. The information that the Union will be entitled to at the outset shall include any information about CBC activities and self-provision costs provided to a potential outsourcer, such as any Request for Information and Request for Proposal. Such information will be provided to the Union no later than it is provided to a potential outsourcer. The Union will be granted reasonable access to the potentially affected work areas and employees. The Union has an obligation at this point to begin to develop alternatives to outsourcing. Any Union submission will be subject to review and feedback by representatives of the Corporation ("due diligence") prior to final submission for consideration.

#### 304.5

If a successful potential outsourcer has been selected, the Union will be advised as to the overall price being charged. The Union will then provide the Corporation with their alternative to outsourcing within one (1) month of such notification.

#### 304.6

Where a proposal for contracting out does not result from a RFP/tender process, the union will be provided with available information about the proposal when the Corporation begins to seriously consider the proposal. If the proposal is not a result of a RFP/tender process in which the Union has received information about the function to be outsourced, the period involved will not be less than three (3) months. The final decision regarding whether or not outsourcing will proceed rests with the Corporation subject to the criteria set



out in 304.3 and 304.3.1. The Corporation agrees that where cost is the only consideration, if the cost of the plan proposed by the Union is less than or equal to the cost of contracting out the work, then the Corporation will not proceed with contracting out. (However, both parties fully recognize that contracting out can provide benefits other than reduced costs, such as operational efficiencies and/or revenue increases). Such decision will be based on a fair comparison between any Union submission and the potential outsourcer's bid. The Corporation will provide the reasons for not accepting the Union's alternatives to outsourcing

#### 304.7

At the Union's request, the terms and conditions of the Contract relating to overall price and service levels stipulated in the RFP may be verified by a mutually agreed third party. The cost of such third party (if any) will be shared by the Union and the Corporation. This process will not delay the implementation of contracting out.

#### 304.8

The Corporation will not disclose discussions with the union or proposals submitted by the Union to the potential outsourcer. Outside bidders will be made aware of the union's rights. The Corporation further commits that it will not use proposals submitted by the Union to reduce its own self provision costs in the due diligence process with a potential outsourcer.

#### 304.9

Should the Corporation satisfy the requirements such that contracting out may proceed, it will provide the outsourcer with the opportunity to consider bargaining unit employees for employment with the outsourcer. All employees in the bargaining unit will have an equal opportunity for such

employment with the outsourcer.

#### 304.10

Where the Corporation disposes of a part of its business to a purchaser, and as part of the disposition, thereafter the Corporation contracts with the purchaser for the provision of goods and/or services which were the subject of that purchase, the provisions of the Contracting Out article shall apply subject to the definition provided in Article 304.2.

#### 304.11

Any employee who has completed his/her probationary period, and has been selected for employment by the contractor, will be laid off without right of recall 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.

In addition, the employee will immediately receive educational funding equal to one (1) week's salary per completed year of service or major portion thereof.

#### 304.12

Should an employee be unable or choose not to be engaged by the contractor, s/he shall first have an opportunity to be redeployed in order of Corporation seniority in accordance with the process outlined below. However no employee is to be redeployed to a vacant position unless s/he possesses the basic occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. Redeployment will occur in the following order:

- i) redeployment to a vacant position in the bargaining unit at his/her location;
- ii) redeployment to a vacant position in any other bargaining unit at his/her location;
- iii) redeployment to a vacant position in the bargaining unit at another location in the region;
- iv) redeployment to a vacant position in any other bargaining unit in the region;
- v) redeployment nationally to a vacant position in the bargaining unit;
- vi) redeployment nationally to a vacant position in any other bargaining unit.

Such offer for redeployment shall be made according to the process provided in Article 312.1.10.

### 304.13

If an employee is unable to be redeployed to a vacant position s/he shall bump in order of Corporation seniority. However no employee is to be bumped by an employee with more Corporation seniority unless the latter possesses the basic occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. Bumping will occur in accordance with the process outlined below:

- i) bumping the most junior employee in the applicable same or lower classification in the bargaining unit at his/her location;

- ii) bumping the most junior employee in the applicable same or lower classification in the bargaining unit in the region.

#### 304.14

At any time during this process the Corporation may offer the employee an alternative position that may require training. Such redirection would be to a position for which the employee does not possess the basic occupational qualifications of the job as described in the selection criteria.

The Corporation will provide training and/or assistance to help the employee to adjust to such a career change. The employee has the right to refuse such an offer of special redirection.

#### 304.15

If the employee, who is not protected by virtue of Article 312.2, is unable to be redeployed to a vacant position, or to bump another employee, or refuses an offer of special redirection as provided above, the employee may choose either of the following:

- i) S/he shall be laid off and 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.

The employee will have recall rights for fifteen (15) months following the date of layoff. If, during the fifteen (15) month period, the employee chooses to waive his/her recall rights, s/he will immediately receive educational funding equal to one (1) week's salary per completed year of service or major portion

thereof.

In any case, if the employee has not been recalled, the education funding will be available at the conclusion of the fifteen (15) month recall period.

- ii) S/he shall be laid off without right of recall from the Corporation and 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.

In addition, the employee will immediately receive educational funding equal to one (1) week's salary per completed year of service or major portion thereof.

#### 304.16

If an employee, who is protected by virtue of Article 312.2, is unable to be redeployed to a vacant position, or to bump another employee, or refuses an offer of special redirection as provided in Article 304.3, the employee will be laid off in accordance with Article 312.2.2.

Such employee will not be eligible for educational funding of one (1) week per year of service.

#### 304.17 Contracting In

##### 304.17.1

For work previously contracted out, should the Corporation seek proposals from other service providers, the Union will be offered the opportunity to submit a plan to return the work inside. The Union will be provided with the same information as any outside bidder, will be expected to meet the same terms

and conditions as the outside bidder, and will be provided with an equal opportunity as any outside bidder.

304.17.2

Should the Corporation revert contracted out work back to the bargaining unit, employees laid off because of the original contracting out will be given consideration for employment.

## **EMPLOYMENT STATUS**

### 305.1 Full-Time Continuing Employee

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

### 305.2 Probationary Employee

All employees shall be on probation for a period of:

six (6) months from the date of their hiring for those in the Generalist and Support families; at management discretion, this six (6) month period may be extended by a further three (3) months;

twelve (12) months from the date of their hiring for those in the Specialist family; at management discretion, this twelve (12) month period may be extended by a further six (6) months.

#### 305.2.1

Notwithstanding the above, if a temporary position becomes permanent and the temporary employee who has been filling it is the successful candidate following a selection process in accordance with Article 306, his/her probationary period shall be reduced by the number of full days already spent filling the position as a temporary employee.

#### 305.2.2

At management's discretion, this probation period may be further extended by a period equivalent to any absence with or without pay.

### 305.2.3

It shall be the practice of the Corporation to inform employees of their confirmation as continuing employees. An employee shall be considered to have completed his/her probationary period and to be confirmed as a continuing employee unless s/he is otherwise notified in writing prior to the end of the probationary period. Where an employee has been notified in writing that his/her probationary period has been extended, s/he shall be considered to be confirmed at the end of the probationary period so extended unless s/he is otherwise notified in writing in advance of the end of the extended period.

### 305.2.4

During the probationary period, the Corporation may release the employee at any time. Such release shall not be subject to the grievance procedure. Where the employee is to be released, the Corporation shall give the employee a notice of five (5) working days or pay in lieu of notice.

## 305.3 Temporary Employee

A temporary employee is one hired for a specific period of time, whether it is on a regular or occasional basis. At the time of hiring, the Corporation will specify in its letter of offer the termination date and whether the employee will be working on a regular or occasional basis. In the case of a temporary employee hired on a regular basis, the letter of offer will specify the minimum number of weekly hours of work. Any extension of the specified period of employment must be confirmed in writing prior to the termination date.

### 305.3.1



A temporary employee may be hired for a period of three (3) consecutive months or more but not exceeding two (2) continuous years in the same position. Such employee who works on a regular basis for that period shall receive all the benefits of this Collective Agreement subject to the limitation of the Benefit Plans.

#### 305.3.1.1

The Corporation may terminate his/her employment at any time before the termination date stipulated in the letter of offer by giving at least two (2) weeks' notice or pay in lieu of notice.

#### 305.3.1.2

Where eligible, a temporary employee hired on a regular basis for a period of less than three (3) consecutive months or on an occasional basis shall receive all the benefits of this Collective Agreement which are not dependent on the length of service, prorated for time worked, except that:

- a) for temporary employees hired on a regular basis, the Corporation may terminate his/her employment before the termination date stipulated in the letter of offer with at least three (3) working days notice or pay in lieu of notice;
- b) for temporary employees hired on an occasional basis, the Corporation may terminate his/her employment without notice;
- c) entitlement to vacation and holiday pay shall not be less than as provided by the Canada Labour Code. For the purpose of this Article, Holidays are as defined in Article 354.

#### 305.3.2

A temporary employee hired on a regular basis for a period of less than three (3) consecutive months or on an occasional basis shall be paid on the basis of actual time worked in hours, with a minimum credit of four (4) hours per day, as computed in Article 314 for the salary group to which they have been assigned.

### 305.3.3

It is the intent of the parties to limit the use of temporaries. Temporary employment shall not be used to avoid filling an existing vacancy nor shall it be used to eliminate, displace or avoid filling a newly created position. The parties agree that during the life of this Collective Agreement they will meet on a regular basis to review and monitor the use of temporary employees.

### 305.3.4

**Temporary employees hired under thirteen (13) weeks will receive an all-inclusive payment for all health benefits and vacation entitlement of 12.5% of basic salary. It is further agreed no other payment will be required or made.**

### 305.4 Part-Time Employee

A part-time employee is one hired on a continuing or temporary basis, but who is ordinarily required to work less than thirty-six and a quarter (36 ¼) hours per week (excluding overtime). The Corporation will specify in its letter of offer the number of regular weekly hours of work of the employee.

#### 305.4.1

Full-time continuing positions, shall not be filled with part-time employees.

## 305.4.2

Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their regular weekly hours of work compared with the thirty-six and a quarter (36 1/4) hour work week of full-time employees unless otherwise specified hereinafter:

- a) the employee shall be paid at the straight-time rate of pay for all work performed up to and including thirty-eight and one quarter (38.25) hours per week;
- b) the days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days during the week;
- c) leave will only be provided during those periods in which employees are scheduled to perform their duties or where it may displace other leave as prescribed by the Agreement;
- d) the employee shall earn prorated vacation leave credits for each month in which s/he receives pay for at least twice the number of hours in the employee's regular work week, at the rate for years of service established in the Agreement;
- e) where severance benefits are to be paid for a period of continuous employment consisting of both full-time and part-time employment or varying levels of part-time employment, the severance benefit shall be calculated as follows:

the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be accumulated and converted to equivalent full-time;

the equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit;

- f) part-time employees accumulate seniority based on the number of regularly scheduled hours of work, converted to equivalent full-time;
- g) where an employee does not work the same number of hours each week, the regular work week shall be the weekly average of the regular hours worked at the straight-time rate calculated on a monthly basis;
- h) part-time employees hired on a continuing basis must be on probation for a period equivalent to the number of regular hours worked by a full-time continuing employee in a twelve (12) month period up to a maximum of two (2) calendar years. At management discretion, this probation period may be extended by a period equivalent to any absence with or without pay;
- i) an employee, whose employment in any month is a combination of both full-time and part-time employment, shall not earn benefits in excess of the entitlement of a full-time employee.

## 305.5 Contractual Employment

### 305.5.1

The Corporation may hire employees in the Specialists Analyst classification on a contractual basis for a specific period of time where the core function is to provide computer consulting and systems development, maintenance and support services. The employee may be assisted by the Union during negotiation of

his/her contract if s/he so wishes.

#### 305.5.1.1

- i) Contractual employees will be deemed to be full-time continuing employees after three (3) years of continuous contractual employment.
- ii) Such three (3) year period may be extended to complete an ongoing project for which the employee was originally contracted until the completion of such project but shall not exceed five (5) years.
- iii) At the employee's option, s/he may be deemed to be a full-time continuing employee after two (2) years of continuous contractual employment, on the understanding that this option will not apply to an employee engaged for a specific project. Any employee wishing to exercise this option will advise the Corporation at least one (1) month prior to the point at which s/he wishes to convert to full-time continuing status.

#### 305.5.2

The contract shall be executed before the first day of work and no employee shall be required to work without a signed contract to which both the Corporation and the employees have agreed to all terms and conditions.

#### 305.5.3

A contractual employee shall receive all the benefits of this Collective Agreement subject to the limitations of the Benefit Plans.

#### 305.5.3.1

The Corporation and the employee may agree on other terms and conditions not provided for in this Collective Agreement. However, such terms and conditions do not supersede the minimum rights and obligations under this Collective Agreement.

#### 305.5.3.2

All terms and conditions agreed to must be stipulated in the contract.

#### 305.5.4

The Corporation agrees to consult with the Union on the form to be used for contracts.

#### 305.5.5

The contract shall contain at least the following information:

- a) the name, address, telephone number, location;
- b) the duration of the contract;
- c) the core functions to be performed by the employee;
- d) service or programming department;
- e) remuneration;
- f) all terms and conditions of employment that are more favourable or in addition to those provided for in the Collective Agreement.

#### 305.5.6

This Agreement sets forth the minimum terms and conditions

of employment, except that the following articles do not apply to contractual employees:

- Article 14 - Posting of Vacancies
- Article 306 - Hiring and Promotion
- Article 307 - Temporary Assignments
- Article 309 - Severance
- Article 310 - Retirement
- Article 312 - Staff Reduction
- Article 8 - Technological Change
- Article 27 - Incapacitated / Disabled Employees

### Termination of Contract

- a) The contract may be terminated by either party, without penalty, within the two (2) weeks preceding the first day of work set out in the contract.
- b) The contract may be terminated by mutual consent between the parties, at any time during its term.
- c) During the term of the contract, in the case of circumstances or events beyond their control, either party may terminate the contract by giving notice to the other party, as follows:
  - two (2) weeks' notice for a contract of three (3) to six (6) months duration;
  - four (4) weeks' notice for a contract of six (6) months to one (1) year duration;
  - failing this, the Corporation shall pay an amount equal to the remuneration that the employee would have been entitled to receive for the period of the notice as prescribed by the above. However, when the Corporation

terminates (for a reason other than disciplinary) the contract of an employee with more than one (1) year of continuous service, it shall give him/her notice of four (4) weeks or, failing this, the Corporation shall pay an amount equal to the remuneration that the employee would have been entitled to receive for the period as prescribed by the above. In addition the Corporation shall pay the employee in a lump sum equal to one (1) week of base rate remuneration for every six (6) months or major portion of six (6) months of continuous service.

### 305.5.8

Employees will be entitled to express their interest in contractual employment which may become available, by advising their supervisor and their local Human Resources officer. From this information, a list of employees and their preferred area(s) of interest may be used as a source for contractual employment.

#### 305.5.8.1

Full-time continuing employees who accept a contract position shall be returned to their full-time position on completion of their contract without loss of benefits under the Collective Agreement.



## **HIRING AND PROMOTION**

### 306.1

In hiring and promotions, the candidate who best meets the selection criteria as set out in the Statement of Qualifications will be selected to fill the vacancy in the Support and Specialist Families. Where the ratings between two (2) candidates are equal, the more senior candidate shall be given preference. In the Generalist Family, the vacancy will be filled with the most senior qualified candidate.

#### 306.1.1

The Corporation will advise applicants, within thirty (30) days of the expiry of the posted notice of vacancy as to the status of their application. On request, an unsuccessful applicant will be given the reasons s/he was not selected (in writing if requested).

#### 306.1.2

Each candidate is entitled to be advised of the relative importance of the criteria listed in the Statement of Qualifications.

#### 306.1.3

If an applicant becomes a candidate, s/he shall receive at least one (1) day's notice of an interview if one is granted.

#### 306.1.4

If a candidate is interviewed by members of a selection board (if one is set up) but not selected, the reason for the decision

shall be communicated to the candidate verbally or, if requested, in writing.

#### 306.1.5

After the position has been filled, the name of the successful candidate will be communicated to other candidates.

#### 306.1.6

Nothing in this Article precludes the selection of candidates from outside the bargaining unit who are chosen in accordance with Article 306.1 provided all candidates who are full time continuing employees of the bargaining unit who have completed their probationary period (as per Article 305.2) have been considered for the vacancy prior to outside applicants.

#### 306.2

An employee promoted to a higher classification shall receive a minimum salary increase of at least one (1) full increment in the higher classification and his/her salary adjusted to at least the next higher step. Progression within the new salary group will take place on the annual anniversary date of his/her promotion, in accordance with Article 315.2. Employees promoted to those classifications designated with a "T" in Article 314.6 may be on a trial period of six (6) months from the date of promotion. Employees promoted to those classifications designated with a "TT" in Article 314.6 may be on a trial period of six (6) months from the date of promotion, and upon written notification to the employee prior to the expiration this period, the trial period may be extended for a further six (6) months.

#### 306.2.1

Notwithstanding the above, if an employee is promoted to a

position in which s/he has been temporarily assigned, upgraded or promoted during the last twelve (12) months immediately preceding the promotion, his/her trial period shall be reduced by the number of working days spent in the position on a temporary assignment, upgrade or promotion.

### 306.2.2

During the trial period, the Corporation may return an employee to his/her former classification at any time, or at the employee's request, s/he may be returned to his/her former classification. If his/her former position is filled, s/he may be placed in a position of comparable salary and the provisions of Article 14 will not apply. When alternate placement is involved, the employee's wishes will be considered.

### 306.3

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.

## TEMPORARY ASSIGNMENTS

### 307.1

The Corporation may assign employees to meet temporary operating requirements.

### 307.2

Employees will be entitled to express their interest in temporary assignments which may become available, by advising their supervisor and their local Human Resources officer. From this information, a list of employees and their preferred area(s) of interest may be used as a source for temporary assignments.

### 307.3 Temporary Upgrades and Temporary Promotions Within the Bargaining Unit

#### 307.3.1

An employee shall have the right to refuse a temporary upgrade or promotion and his/her refusal shall not prejudice his/her employment in any manner whatsoever. However, if no other candidate is found, the Corporation may assign.

#### 307.3.2

An employee, who is temporarily upgraded within the bargaining unit to perform the principal functions of a higher classification for a minimum period of one day but not longer than four (4) consecutive weeks, will be paid a **daily flat rate of \$10.50 in addition to his/her normal pay.**

#### 307.3.3

When an employee is temporarily upgraded to perform the principal functions of a higher classification for a period in excess of four (4) weeks or when a temporary upgrade extends beyond four (4) weeks' duration, the upgrade shall be treated as a temporary promotion in accordance with Article 306.2.

#### 307.4 Temporary Promotion Over Six (6) Months Within the Bargaining Unit

##### 307.4.1

When a temporary promotion within the bargaining unit is known to be required for a period of more than six (6) months, a notification containing the same information as included in the notice of vacancy as described in Article 14.1.2 shall be posted for a period of five (5) working days in the location concerned.

##### 307.4.2

Temporary promotions of more than six (6) months will be filled by the best qualified applicant for employees in the Support and Specialist Families using the promotion criteria described in 306.1. For employees in the Generalist Family, positions will be filled by the most senior qualified applicant.

##### 307.4.3

It is agreed that temporary promotions do not qualify an employee for permanent positions.

#### 307.5 Temporary Assignments, Temporary Upgrades and Temporary Promotions Outside the Bargaining Unit

##### 307.5.1

Employees shall not be forced to accept a temporary

assignment, upgrade or promotion outside the bargaining unit.

### 307.5.2

During a temporary assignment, upgrade or promotion to a position outside the bargaining unit, none of the provisions of the Collective Agreement shall apply.

### 307.5.3

An employee temporarily assigned, upgraded or promoted to a position outside the bargaining unit shall retain the same employment security provisions as s/he would retain within the bargaining unit. On completion of the temporary assignment, upgrade or promotion, the employee will return to his/her former position in the bargaining unit without loss of benefits under the Collective Agreement s/he would have retained had s/he remained in the bargaining unit.

## RELOCATION

### 308.1

Except in circumstances involving a staff reduction (Article 312), the Corporation shall not permanently relocate an employee against his/her wishes unless the employee occupies a position where mobility is a condition of employment. The Corporation shall not use the provisions of this Article in a capricious manner. The Corporation shall make every reasonable effort to avoid relocating an employee against his/her wishes.

### 308.2

An employee subject to a relocation against his or her wishes shall be entitled to:

- a) full discussion;
- b) the reasons, in writing, for the relocation.

### 308.3

If an employee feels a relocation is contrary to the provisions of Article 308.1, the employee has the right to grieve under the following procedure. The grievance shall be filed within two (2) calendar weeks of receipt of written notice that the employee shall be relocated. The grievance shall be dealt with at the National Level at the earliest possible time. If the grievance is not settled at the National Level within two (2) calendar weeks of being filed, the grievance shall be referred to regular arbitration which, at the agreement of the parties, will be an expeditious process in accordance with Article 36.9. The relocation shall be suspended pending the outcome of the

above procedure, although the employee may be assigned to the new position should the need arise.

#### 308.4

In the event of any relocation, there shall be no reduction in basic salary or impairment of other benefits associated with basic salary as a result of such relocation. However, when an employee makes a request in writing for a relocation resulting in his/her demotion, his/her salary shall be no higher than the maximum of the salary scale for the lower classification.

#### 308.5

When an employee is relocated under this Article, s/he shall be paid all removal expenses in accordance with the provisions of the prevailing Corporate Travel Policy and Relocation Expenses - Canada. However, the Corporation shall not be bound to pay such expenses for an employee who requests a relocation for personal or compassionate reasons.

#### 308.6

An employee whose job is moved to another location shall have the right to move with the job. If the employee refuses to move with the job, s/he will be transferred to a vacant bargaining unit position at the same location, for which s/he possesses the occupational qualifications, if one is available. If such a position does not exist at the location, the employee shall be laid off with recall rights, in accordance with Article 312.



## **SEVERANCE**

### 309.1

Employees with ten (10) years or more of continuous service who are separated due to illness, retirement or death shall receive severance pay equivalent to:

- three (3) calendar months salary for completion of ten (10) years of continuous service and for each subsequent year of continuous service, an additional one fifth (1/5) of one month's salary. The total severance payment shall not exceed the equivalent of six (6) months' salary.

### 309.1.1

Notwithstanding paragraph 309.1, employees with more than three (3) years but less than ten (10) years of continuous service, who are separated due to serious and protracted illness or who retire and do not qualify for the Corporation Pension Plan, shall receive severance pay at the rate of one (1) week's salary for each completed nine (9) months of service, but not to exceed a maximum of thirteen (13) week's salary.

### 309.1.2

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 309.1. 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.

### 309.2

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

### 309.3

For the purpose of calculating the entitlement to severance pay, a layoff (if layoff pay has been given to the employee) shall constitute a break in continuous service even if the employee is re-hired within fifteen (15) months of his/her layoff.

### 309.4

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

Article 310

**RETIREMENT**

310.1

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

## CORPORATION SENIORITY

### 311.1

Corporation seniority shall be equal to the length of continuous service, starting on the last date of hiring. It shall relate to the order of redeployments, bumping, layoffs and recall, and the choice of annual leave periods. Furthermore, time taken off, not to exceed three (3) weeks, agreed to in writing by both parties, at or prior to the time off, between the conclusion of the one period of work and the commencement of another shall be considered leave without pay and will not constitute a break in service. This clause takes effect **as of April 24, 1999** and cannot be applied retroactively.

### 311.2

A. Absence for any of the following reasons shall not interrupt continuity of seniority:

- annual leave;
- holidays;
- special leave;
- leave by reason of sickness or accident;
- absence due to an accident at work;
- paid leave;
- unpaid leave for periods of less than one month;
- suspensions;

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

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

## **STAFF REDUCTION**

### 312.1

No later than six (6) weeks (including notice to employees as provided herein) prior to any reduction of staff which may bring about layoff or separation of employees, the Corporation shall advise and discuss the matter thoroughly with the Union. Group notice of quantitative layoffs will be in accordance with pertinent sections of the Canada Labour Code.

### 312.1.2

For this purpose, the Corporation and the Union shall establish a Joint Employment Planning Committee at the location(s) involved as required, to provide for consultation and cooperation between the parties in order to avoid and minimize any adverse effects resulting from the reduction of staff. The Corporation's and the Union's members of the Local Joint Employment Planning Committee shall co-operate in carrying out the work of the Committee. The Corporation agrees to release not more than three (3) employees without loss of pay or leave credits to attend these meetings. At management's discretion, additional time off may be granted for Committee work. Such additional time will not be unreasonably denied.

### 312.1.2.1

All persons shall cooperate with and assist the Local Joint Employment Planning Committee. Upon request, they shall forthwith provide information the Committee may reasonably require.

### 312.1.2.2

Employees informed that their position is redundant must indicate their interest in being considered for redeployment or bumping by providing an updated resume to the Local Joint Employment Planning Committee within ten (10) days upon request for such information. The resume must include all reasonably available supporting documentation requested such as records of successfully completed educational courses. This ten (10) day period may be extended by the Committee.

The resume will be used to assist the committee with determining eligibility to redeploy or bump. Failure to provide such a resume will be an indication that the employee does not wish to be redeployed or bumped, and that employee may be subject to layoff.

### 312.1.3

The parties agree to establish a National Joint Employment Planning Committee. The purpose of the Committee is to coordinate and direct the activities of the local Committees and to resolve issues referred to it from the local Committees. The Corporation agrees to release not more than three (3) employees without loss of pay or leave credits to attend these meetings. At management's discretion, additional time off may be granted for Committee work. Such additional time will not be unreasonably denied.

#### 312.1.3.1

The provisions of 312.1.2.1 and 312.1.2.2 will apply to the work of the National Joint Employment Planning Committee.

### 312.1.4

Where appropriate, the parties will utilize the services of the Manpower Consultative Service of Human Resources Development Canada, and may take other steps to assist

affected employees in obtaining employment outside of the Corporation.

### 312.1.5

The posting requirements of the Agreement shall not apply where employees are reassigned and/or relocated in accordance with Articles 312.1.6, 312.2, 312.3, 8.5 and 304.12.

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

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

### 312.1.6

In the event of layoff, temporary employees in each location will be released prior to layoff of any continuing employee provided:

- i) the continuing employee possesses the basic occupational qualifications of the job filled by the temporary employee, and
- 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 bumping process or the layoff of an employee, such employee may, at Management's option, be transferred to the temporary employment, provided s/he possesses the basic occupational



qualifications as described in the hiring criteria, 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.

#### 312.1.7

The list of regions for the purpose of this Article shall be:

- Newfoundland Region
- Maritime Region
- Province of Ontario
- Manitoba Region
- Saskatchewan Region
- Alberta Region
- British Columbia Region
- CBC North

For the purposes of this Article, CBC North is considered to be a Region. Any affected CBC North employee exercising his/her bumping rights will first bump within CBC North and then within the Region which includes their Point of Departure. Employees whose Point of Departure is Montreal shall be considered as part of the Ontario Region.

#### 312.1.8

“Location involved” shall mean a metropolitan area including its transmitter point(s).

#### 312.1.9

Where employees are to be laid off, such layoffs shall proceed in inverse order of Corporation seniority after the procedures concerning bumping and redeployment have been exhausted.

### 312.1.10

An employee being offered relocation or redeployment as provided in Articles 312.2, 312.3, 312.5, 312.7, 304.12 and 304.13 will be given fourteen (14) calendar days notice of such offer. The employee must then advise the Corporation within this period if s/he will accept the relocation. If s/he elects to relocate, s/he will have up to sixty (60) calendar days from the date of notification of acceptance to report to the new location, unless mutually agreeable alternate arrangements are made between the employee and the Corporation. Failure to report within such time limits will result in the employee's name being removed from the seniority list and s/he will be laid off with loss of all recall rights.

### 312.1.11

Continuing Corporation employees outside the bargaining unit faced with layoff and who possess the basic occupational qualifications may be offered vacant positions not filled by any continuing employee of the bargaining unit or any employee of the bargaining unit eligible for reengagement. Preference will be given to members of the Canadian Media Guild in other bargaining units.

## PROTECTED STATUS

### 312.2

No employee, as defined in Article 302, who was on staff as of December 1, 1983 and is still an employee as of the date of the signing of this Agreement will be laid off, separated or suffer a reduction in salary during the term of this Agreement because of a reduction of staff except where an employee with Protected Status:

- i) refuses to be transferred to a vacant position

within the bargaining unit, in his/her location or region, (as defined in Article 312.1.7) or to any other location in the Corporation where there is a vacant position in the bargaining unit for which s/he possesses the basic occupational qualifications for the job as described in the selection criteria, with reasonable assistance and/or training to be provided, or

- ii) refuses to bump another employee in the bargaining unit at his/her location or in any other location in the region in a position, for which s/he possesses the basic occupational qualifications for the job as described in the selection criteria, with reasonable assistance to be provided, following the procedures outlined in Article 312.2.1, or
- iii) refuses temporary employment in a position, for which s/he possesses the basic occupational qualifications for the job as described in the selection criteria, in the location involved,
- iv) refuses to accept a forced bump of another bargaining unit employee designated by the Corporation in any region in Canada starting at the adjacent region(s),

the employee will be laid off from the Corporation in accordance with Article 312.2.2.

### 312.2.1

Redeployment and bumping shall first be made in order of Corporation seniority in accordance with the process outlined below. However, no employee is to be bumped by an employee with more Corporation seniority unless the latter possesses the

basic occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. No employee is to be redeployed to a vacant position unless s/he possesses the basic occupational qualifications as described in the selection criteria with reasonable assistance and/or training within the trial period to adjust to the other position.

Redeployment and bumping will occur in the bargaining unit in the following order:

#### 312.2.1.1

- i) Redeployment to a vacant position in his/her same salary group or, if no such position is available, bumping the most junior person in his/her same salary group for whose job the affected employee possesses the basic occupational requirements.
- ii) If necessary, redeployment to a vacant position in the next lowest salary group or, if no such position is available, bumping the most junior person in the next lowest salary group for whose job the affected employee possesses the basic occupational requirements.
- iii) If necessary, step ii) will be repeated for each successive salary group.

The process of identifying the most junior employee for whose job the affected employee possesses the basic occupational requirements commences with the employee with the least amount of seniority and progresses upwards.

The steps in i), ii) and iii) above will be carried out (a) first for the Location in which the employee works; and (b) then, if necessary, for the Region in which the employee works.

### 312.2.1.2

If an employee is not placed into a position as per Article 312.2.1.1 above, s/he will be redeployed to a vacant position in the bargaining unit in any other location in the Corporation starting with the adjacent region(s).

### 312.2.1.3

If an employee is not placed into a position as per Articles 312.2.1.1 or 312.2.1.2 above; s/he may be subject to a forced bump to any location in the Corporation, at the Corporation's discretion, starting at the adjacent region(s).

### 312.2.2

If a protected employee is laid off in accordance with Article 312.2, Article 312.9, and Article 304.16, s/he shall receive at least four (4) weeks notice of separation or four (4) weeks pay in lieu of notice of separation and a separation allowance in a lump sum equal to one (1) weeks pay for each three (3) months of service or major portion thereof with the Corporation to a maximum amount equal to twenty-four (24) months salary and will be deemed to have been separated from their employment with the Corporation.

#### 312.2.2.1

It is understood that where no forced bump is available anywhere within the Corporation, the employee will be laid off and shall receive four (4) weeks notice of separation or four (4) weeks pay in lieu of notice of separation and separation allowance in a lump sum equal to one (1) weeks pay for each three (3) months of service or major portion thereof with the Corporation to a maximum amount equal to twenty-four (24) months salary and will have right of recall for fifteen (15) months.

### 312.2.3

- i) Any protected employee who has resigned from their employment, who has been separated from the Corporation or who no longer has recall rights and is subsequently re-hired by the Corporation, will have lost their protected status.
- ii) Any employee on layoff who is recalled into a lower classification will be paid no less a rate of pay than that which they were earning when they were laid off.

#### 312.2.3.1

In the event that an employee is laid off for a second or subsequent time, the amount of layoff pay shall be one (1) week's salary for each six (6) months of continuous service or major portion thereof with the Corporation following re-engagement.

### NON-PROTECTED STATUS

### 312.3

An employee who has completed his/her probationary period but is not personally protected by virtue of Article 312.2 may be subject to layoff, separation or suffer a reduction in salary in accordance with this Article 312.3.

#### 312.3.1

Redeployment and bumping shall first be made in order of Corporation seniority in accordance with the process outlined below. However, no employee is to be bumped by an employee with more Corporation seniority unless the latter possesses the

basic occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. No employee is to be redeployed to a vacant position unless s/he possesses the basic occupational qualifications as described in the selection criteria with reasonable assistance to adjust to the other position. Redeployment and bumping will occur in the bargaining unit in the following order:

#### 312.3.1.1

- i) Redeployment to a vacant position in his/her same salary group or, if no such position is available, bumping the most junior person in his/her same salary group for whose job the affected employee possesses the basic occupational requirements.
- ii) If necessary, redeployment to a vacant position in the next lowest salary group or, if no such position is available, bumping the most junior person in the next lowest salary group for whose job the affected employee possesses the basic occupational requirements.
- iii) If necessary, step ii will be repeated for each successive salary group.

The process of identifying the most junior employee for whose job the affected employee possesses the basic occupational requirements commences with the employee with the least amount of seniority and progresses upwards.

The steps in i), ii) and iii) above will be carried out (a) first for the Location in which the employee works; and (b) then, if necessary, for the Region in which the employee works.

#### 312.3.2

If the employee is unable to be redeployed to a vacant position or to bump another employee as provided above, s/he shall be laid off with recall rights for fifteen (15) months following the date of layoff.

### 312.3.3

If an employee refuses to be redeployed to a vacant position, refuses to bump another employee or refuses temporary employment at the location as provided above s/he will be laid off without recall rights and shall receive layoff pay equal to one (1) week's pay for each six (6) months of service or major portion thereof with the Corporation..

### 312.3.4

Employees who came on staff after December 1, 1983 and who have completed their probationary period and are subject to a layoff shall receive at least four (4) weeks notice of layoff or four (4) weeks equivalent pay in lieu of notice and layoff pay equal to one (1) week's pay for each six (6) months of service or major portion thereof with the Corporation. Additionally, during the notice period the employee shall receive reasonable time off (Corporation assignments permitting) to be interviewed for positions outside the Corporation.

### 312.3.5

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

## TRIAL PERIOD



## 312.4

All employees who are redeployed or who bump will be required to complete a trial period of not longer than three (3) months. This trial period may be extended by agreement of the Local Joint Employment Planning Committee.

### 312.4.1

An unprotected employee who fails to successfully complete a trial period will be laid off without right of recall and shall receive a separation allowance in a lump sum equal to one (1) week's pay for each six (6) months of continuous service or major portion thereof with the Corporation. Additionally, during the notice period the employee shall receive reasonable time off (Corporation assignments permitting) to be interviewed for positions outside the Corporation.

#### 312.4.1.1

A protected employee who fails to successfully complete a trial period will be laid off with right of recall for fifteen (15) months and shall receive a separation allowance in a lump sum equal to one (1) week's pay for each three (3) months of continuous service or major portion thereof with the Corporation.

## RE-ENGAGEMENT OF EMPLOYEES

### 312.5 Continuing Employment

#### 312.5.1 Notice

When continuing work becomes available, the vacancy will be made available to employees who possess the basic occupational requirements of the vacant position (as described in the selection criteria) with reasonable assistance to be

provided, based on Corporation seniority, in the following order:

- i) to employees with protected status who bumped, were bumped, or were redeployed to another position at a lower salary group level within their location;
- ii) to other employees who bumped, were bumped, or were redeployed to another position at a lower salary group level within their location;
- iii) to employees who chose temporary employment under Article 312.6;
- iv) to employees who continue to retain recall rights;
- v) to persons outside the bargaining unit.

#### 312.5.2 Offer Goes To

Subject to the provisions of Article 312.5.1 above, a re-engagement offer shall be sent to all qualified employees by order of Corporation seniority.

#### 312.5.3 Recall Rights

- i) Refusal
  - a) Should an employee who was offered a position for which s/he is qualified at his/her location at the same salary group level as s/he previously had, refuse such an offer, all recall rights are lost and s/he shall be deemed to have resigned from the Corporation.
  - b) Should an employee refuse a position for which s/he is qualified in his/her location at a lower salary group level, s/he loses recall rights

into any position in his/her location at that lower salary group level or lower.

c) Should an employee refuse a position for which s/he is qualified outside his/her location at a lower salary group level, s/he loses recall rights into any position outside his/her location at that lower salary group level or lower.

d) Should an employee refuse a position for which s/he is qualified outside his/her location at the same salary group level, s/he loses recall rights into any position outside his/her location.

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 and s/he shall be deemed to have resigned from the Corporation.

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

Subject to the provisions of 312.5.3 (i), recall rights will be maintained if an employee refuses a job offer at a lower salary group level than s/he previously held.

v) Position at Same Salary Group Level

Should an employee bump or later acquire a position at his/her original salary group level or at

a higher salary group level, s/he will lose all recall rights. However, if that employee's original position becomes available, the appropriate Joint Employment Planning Committee may consider returning that employee to his/her original position if doing so would result in the return from layoff of another employee. The employee retains the right to decline such return. In such case, payment under Article 312.7 will be at management discretion.

#### 312.5.4 Reengagement – Fifteen (15) Months

Reengagement notices shall continue to be offered to all employees listed in Article 312.5.1 no longer than fifteen (15) months from the date of bumping or redeployment (except for employees on LTD, STD, Parental and Child Care Leave, or Workers Compensation, for whom the fifteen (15) month reengagement period commences at the time they return from the respective leave).

#### 312.5.5 Recall Definition

Recall will be regional, national, as follows:

- i) Regionally – all Corporation locations within a Region as defined in Article 312.1.7 – all positions in the Generalist family;
- ii) Nationally (all locations in Canada) all positions in the Support and Specialist family.

Payment under Article 312.5.13 will not apply to those occupying a generalist position who are recalled to a position outside of their location, and to those occupying a Support position who are recalled to a position outside of their Region. However, in such a case where the provisions of Article

312.5.13 are not applied, there will be no loss of recall rights if the employee declines the position.

### No Persons from Outside the Bargaining Unit

No persons from outside the bargaining unit can be employed in the unit until all employees as listed in Article 312.5.1 have had the opportunity to exercise their right of reinstatement.

### 312.5.7 Notice of Recall

Notice of recall shall be sent to all qualified employees listed in Article 312.5.1.

### 312.5.8 Receipted Mail

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 s/he has received the notice.

### 312.5.9 Local Joint Employment Planning Committee Role

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

### 312.5.10 Seniority

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

### 312.5.11 Time Limits to Reply

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

### 312.5.12 Time Limits to Report for Work

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

### 312.5.13 Relocation Expenses

Employees accepting employment at another location will be paid relocation expenses as per Article 312.7.

### 312.5.14 Union Notification

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

### 312.5.15 Salaries

Except for those employees protected by virtue of Article 312.2, salary on 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 s/he is offered.

## TEMPORARY EMPLOYMENT

### 312.6.1 Long Term Vacancies

Laid-off employees who are interested in long term temporary vacancies in their Region will so indicate. The Corporation will make long term temporary vacancies available to such qualified laid off employees based on seniority. For purposes of this Article, long term vacancies will be deemed to be temporary employment that can be planned in accordance with the time frames as spelled out in Articles 312.5.11 and 312.5.12, such as seasonal programs, vacation relief, Parental and Child Care Leave, or other planned projects.

#### 312.6.2 Short Term Work

Laid off employees who are interested in short term temporary work in their Location will so indicate. The Corporation will endeavour to make short term temporary work available to such qualified laid off employees based on seniority. For purposes of this Article, short term temporary work will be deemed to be work that cannot be planned in advance, in accordance with the time frames as in Articles 312.5.11 and 312.5.12.

#### 312.6.3 Local List

The local Joint Employment Planning Committee will establish a list of those employees with qualifications who would be interested in temporary work. This list will be used as a source of candidates for temporary work (long term and/or short term). The Local Joint Employment Planning Committee will update all lists.

#### 312.6.4 Refusal of Long Term Vacancies

If a laid off employee declines to accept a long term temporary vacancy, s/he need no longer be considered for long term temporary vacancies, and his/her name will be removed from the local list, unless an acceptable reason is provided for

declining the vacancy.

#### 312.6.5 Refusal of Short Term Work

If a laid off employee declines to accept short term temporary work, s/he need no longer be considered for short term temporary work, and his/her name will be removed from the local list, unless an acceptable reason is provided for declining the vacancy.

#### 312.6.6 Relocation Costs

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

#### 312.6.7 Refusal Does Not Limit Rights

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

#### 312.6.8 Employees to Advise Preference

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

#### 312.6.9 No Person from Outside the Bargaining Unit

No person from outside the bargaining unit shall be placed in such employment until all employees whose name appears on the list referred to in Articles 312.6.3 have been given the opportunity to exercise their right to such temporary work.

#### 312.6.10 Union Notification



The local Union will be copied on all confirmations of employment. Furthermore, the Local Union shall be notified of any refusal or inability to contact an employee.

## RELOCATION EXPENSES

312.7

When an employee relocates 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 of Human Resources Policy Relocation Expenses:

- house hunting trip
- removal of household effects
- transportation and travel accommodation

### NOTE:

Except where temporary employees are referred to specifically, it is agreed that the term “employee” or “employees” used throughout Article 312 shall mean continuing employees of the Corporation within the bargaining unit. It is further agreed that part-time continuing employees will not be redeployed into permanent vacancy nor will they bump full-time continuing employees. However, full-time continuing employees may accept to be redeployed into permanent part-time vacancy or may accept to bump a part-time continuing employee. Part time employees may redeploy or bump other part-time employees except that the provisions of Articles 312.2.1.2, 312.2.1.3 and 312.7 will not apply.

## **JOB EVALUATION**

### 313.1

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

### 313.1.2

Jobs are to be evaluated in accordance with the prevailing Corporate Policy and legislative requirements, and remunerated in accordance with the provisions of Article 314.

### 313.1.3

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

### 313.2

Where the Corporation or the supervisor changes the duties of a job in a manner which necessitates a change in the description, evaluation or classification of the job, the employee and the Union will be provided with copies of the revised Job Specification, along with the evaluation rating for the job, if applicable.

### 313.2.1

The effective date of such change will be the date on which the

duties were commenced as reflected in a written notice from the supervisor to the employee.

### 313.3

Where jobs are reclassified upwards, salary revision will be in accordance with clause 306.2. Retroactivity will be equivalent to the effective dates established under Articles 313.2.1.

#### 313.3.1

If a job is changed to the extent that it is downgraded and the current salary of the employee exceeds the maximum salary for the lower classification, his/her salary must be reduced to the maximum salary of the lower classification. If his/her current salary does not exceed the maximum for the lower classification, it must be reduced to the step closest to, but not exceeding his/her current salary.

### 313.4

In the event of a conflict between the provisions of this article and the provisions of Appendix G – Job Evaluation, the provisions of Appendix G will prevail.

## **CLASSIFICATION AND SALARY SCHEDULE**

### 314.1

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

#### 314.1.1

However, it is the right and responsibility of the Corporation to introduce new jobs or to amend existing jobs during the term of the Collective Agreement. The Corporation agrees to inform and discuss with the Union such actions and to provide copies of new or revised Job Specifications.

#### 314.1.2

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

#### 314.1.3

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

### 314.2 CLASSIFICATIONS

- 1) A CLASSIFICATION is comprised of three

elements:

- 1) Family: Specialist, Support, Generalist.
- 2) Stream: Program, Sales, Analyst, Administration.
- 3) Salary Group: A-F

- 2) P – Probationary period of six (6) months from the date of hiring which may be extended by a further three (3) months.

PP – Probationary period of twelve (12) months from date of hiring which may be extended by a further six (6) months.

T – Trial period of six (6) months from date of appointment.

TT – Trial period of six (6) months from the date of appointment which may be extended by a further six (6) months.

The Classifications are as follows:

<u>SPECIALIST FAMILY</u>	<u>PP</u>	<u>TT</u>
Program.....	D-F	
Sales .....	D-F	
Analyst.....	D-F	
Administration .....	D-F	
 <u>SUPPORT FAMILY</u>	 <u>P</u>	 <u>T</u>
Program.....	B-C	
Administration .....	B-C	

GENERALIST FAMILY

P

T

Generalist .....A

314.2.1

To meet short-term operational requirements, an employee may be assigned duties not contained in his/her Job Specification. Such assignment shall not lead to a reclassification of the job nor a change in salary for the employee concerned. This Article does not apply when an employee is temporarily assigned to a different job.

314.3

The following minimum salaries shall be in effect during the term of the Collective Agreement for the purpose of salary for the Classifications described in paragraph 314.2, and nothing herein prevents the Corporation from paying salaries above them.

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**Note - as a result of the implementation of Job Evaluation, some salary scales may change, some classifications may disappear, or new classifications may be created.**

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## GENERALIST A (Formerly Groups 1-4)

### July 29, 2002

*(Increment \$928)*

	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Hourly</u>
Hiring Rate	\$25,185	\$964.92	\$13.31
Bilingual premium	1,763	67.54	0.93
Step 1	26,113	1,000.48	13.80
Bilingual premium	1,828	70.03	0.97
Step 2	27,041	1,036.04	14.29
Bilingual premium	1,893	72.52	1.00
Step 3	27,969	1,071.59	14.78
Bilingual premium	1,958	75.01	1.03
Step 4	28,897	1,107.15	15.27
Bilingual premium	2,023	77.50	1.07
Step 5	29,825	1,142.71	15.76
Bilingual premium	2,088	79.99	1.10

### January 1, 2003

*(Increment \$942)*

	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Hourly</u>
Hiring Rate	\$25,563	\$979.43	\$13.51
Bilingual premium	1,789	68.56	0.95
Step 1	26,505	1,015.52	14.01
Bilingual premium	1,855	71.09	0.98
Step 2	27,447	1,051.61	14.50
Bilingual premium	1,921	73.61	1.02
Step 3	28,389	1,087.70	15.00
Bilingual premium	1,987	76.14	1.05
Step 4	29,331	1,123.79	15.50
Bilingual premium	2,053	78.67	1.09
Step 5	30,273	1,159.89	16.00
Bilingual premium	2,119	81.19	1.12

**June 1, 2003***(Increment \$966)*

	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Hourly</u>
Hiring Rate	\$26,202	\$1,003.91	\$13.85
Bilingual premium	1,834	70.27	0.97
Step 1	27,168	1,040.91	14.36
Bilingual premium	1,902	72.86	1.01
Step 2	28,134	1,077.93	14.87
Bilingual premium	1,969	75.46	1.04
Step 3	29,100	1,114.94	15.38
Bilingual premium	2,037	78.05	1.08
Step 4	30,066	1,151.95	15.89
Bilingual premium	2,105	80.64	1.11
Step 5	31,032	1,188.97	16.40
Bilingual premium	2,172	83.23	1.15

SUPPORT B (Formerly Group 5)

**July 29, 2002***(Increment \$1,110)*

	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Hourly</u>
Hiring Rate	\$28,314	\$1084.83	\$14.96
Bilingual premium	1,982	75.94	1.05
Step 1	29,424	1,127.36	15.55
Bilingual premium	2,060	78.91	1.09
Step 2	30,534	1,169.89	16.14
Bilingual premium	2,137	81.89	1.13
Step 3	31,644	1,212.40	16.72
Bilingual premium	2,215	84.87	1.17
Step 4	32,754	1,254.94	17.31
Bilingual premium	2,293	87.85	1.21
Step 5	33,864	1,297.47	17.90
Bilingual premium	2,370	90.82	1.25



**January 1, 2003***(Increment \$1,127)*

	<b><u>Annual</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Hourly</u></b>
Hiring Rate	\$28,739	\$1,101.10	\$15.19
Bilingual premium	2,012	77.08	1.06
Step 1	29,866	1,144.29	15.78
Bilingual premium	2,091	80.10	1.10
Step 2	30,993	1,187.47	16.38
Bilingual premium	2,169	83.10	1.15
Step 3	32,120	1,230.65	16.97
Bilingual premium	2,248	86.15	1.19
Step 4	33,247	1,273.83	17.57
Bilingual premium	2,327	89.17	1.23
Step 5	34,374	1,317.01	18.17
Bilingual premium	2,406	92.19	1.27

**June 1, 2003***(Increment \$1,155)*

	<b><u>Annual</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Hourly</u></b>
Hiring Rate	\$29,458	\$1,128.66	\$15.57
Bilingual premium	2,062	79.01	1.09
Step 1	30,613	1,172.91	16.18
Bilingual premium	2,143	82.10	1.13
Step 2	31,768	1,217.16	16.79
Bilingual premium	2,224	85.20	1.18
Step 3	32,923	1,261.42	17.40
Bilingual premium	2,305	88.30	1.22
Step 4	34,078	1,305.67	18.01
Bilingual premium	2,385	91.40	1.26
Step 5	35,233	1,349.92	18.62
Bilingual premium	2,466	94.49	1.30

## SUPPORT C (Formerly Group 6)

### July 29, 2002

*(Increment \$1,309)*

	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Hourly</u>
Hiring Rate	\$31,036	\$1,189.12	\$16.40
Step 1	32,345	1,239.27	17.09
Step 2	33,654	1,289.43	17.79
Step 3	34,963	1,339.58	18.48
Step 4	36,272	1,389.73	19.17
Step 5	37,581	1,439.87	19.86
Step 6	38,890	1,490.03	20.55

### January 1, 2003

*(Increment \$1,329)*

	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Hourly</u>
Hiring Rate	\$31,502	\$1,206.96	\$16.65
Step 1	32,831	1,257.89	17.35
Step 2	34,160	1,308.81	18.05
Step 3	35,489	1,359.73	18.75
Step 4	36,818	1,410.65	19.46
Step 5	38,147	1,461.57	20.16
Step 6	39,476	1,512.49	20.86

### June 1, 2003

*(Increment \$1,362)*

	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Hourly</u>
Hiring Rate	\$32,291	\$1,237.20	\$17.06
Step 1	33,653	1,289.39	17.78
Step 2	35,015	1,341.57	18.50
Step 3	36,377	1,393.75	19.22
Step 4	37,739	1,445.94	19.94
Step 5	39,101	1,498.12	20.66
Step 6	40,463	1,550.31	21.38

SPECIALIST D (Formerly Group 7 and MS1)

**July 29, 2002**

*(Increment \$1,500)*

	<b><u>Annual</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Hourly</u></b>
Hiring Rate	\$36,698	\$1,406.05	\$19.39
Step 1	38,198	1,463.51	20.19
Step 2	39,968	1,521.00	20.98
Step 3	41,198	1,578.47	21.77
Step 4	42,698	1,635.94	22.56
Step 5	44,198	1,693.41	23.36
Step 6	45,698	1,750.88	24.15

**January 1, 2003**

*(Increment \$1,523)*

	<b><u>Annual</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Hourly</u></b>
Hiring Rate	\$37,248	\$1,427.14	\$19.68
Step 1	38,771	1,485.46	20.49
Step 2	40,294	1,543.83	21.29
Step 3	41,817	1,602.18	22.10
Step 4	43,340	1,660.54	22.90
Step 5	44,863	1,718.89	23.71
Step 6	46,386	1,777.24	24.51

**June 1, 2003**

*(Increment \$1,561)*

	<b><u>Annual</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Hourly</u></b>
Hiring Rate	\$38,180	\$1,462.82	\$20.18
Step 1	39,741	1,522.64	21.00
Step 2	41,302	1,582.45	21.83
Step 3	42,863	1,642.26	22.65
Step 4	44,424	1,702.07	23.48
Step 5	45,985	1,761.88	24.30
Step 6	47,546	1,821.69	25.13

SPECIALIST E (Formerly Group 8 & MS 2)

**July 29, 2002**

*(Increment \$1,770)*

	<b><u>Annual</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Hourly</u></b>
Hiring Rate	\$42,330	\$1,621.84	\$22.37
Step 1	44,100	1,689.66	23.31
Step 2	45,870	1,757.47	24.24
Step 3	47,640	1,825.29	25.18
Step 4	49,410	1,893.10	26.11
Step 5	51,180	1,960.92	27.05
Step 6	52,950	2,028.74	27.98

**January 1, 2003**

*(Increment \$1,797)*

	<b><u>Annual</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Hourly</u></b>
Hiring Rate	\$42,965	\$1,646.16	\$22.71
Step 1	44,762	1,715.00	23.66
Step 2	46,559	1,783.87	24.61
Step 3	48,356	1,852.72	25.55
Step 4	50,153	1,921.57	26.50
Step 5	51,950	1,990.42	27.45
Step 6	53,747	2,059.27	28.40

**June 1, 2003**

*(Increment \$1,842)*

	<b><u>Annual</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Hourly</u></b>
Hiring Rate	\$44,039	\$1,687.32	\$23.27
Step 1	45,881	1,757.88	24.25
Step 2	47,723	1,828.47	25.22
Step 3	49,565	1,899.04	26.19
Step 4	51,407	1,969.61	27.17
Step 5	53,249	2,040.18	28.14
Step 6	55,091	2,110.75	29.11

SPECIALIST F (Formerly Group 9)

**July 29, 2002**

*(Increment \$2156)*

	<b>Annual</b>	<b>Bi-Weekly</b>	<b>Hourly</b>
Hiring Rate	<b>\$48,966</b>	<b>\$1,876.10</b>	<b>\$25.88</b>
Step 1	<b>51,122</b>	<b>1,958.70</b>	<b>27.02</b>
Step 2	<b>53,278</b>	<b>2,041.29</b>	<b>28.16</b>
Step 3	<b>55,434</b>	<b>2,123.89</b>	<b>29.30</b>
Step 4	<b>57,590</b>	<b>2,206.51</b>	<b>30.43</b>
Step 5	<b>59,746</b>	<b>2,289.12</b>	<b>31.57</b>
Step 6	<b>61,902</b>	<b>2,371.72</b>	<b>32.71</b>

**January 1, 2003**

*(Increment \$2188)*

	<b><u>Annual</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Hourly</u></b>
Hiring Rate	<b>\$49,703</b>	<b>\$1,904.33</b>	<b>\$26.27</b>
Step 1	<b>51,891</b>	<b>1,988.16</b>	<b>27.42</b>
Step 2	<b>54,079</b>	<b>2,071.99</b>	<b>28.58</b>
Step 3	<b>56,267</b>	<b>2,155.82</b>	<b>29.74</b>
Step 4	<b>58,455</b>	<b>2,239.66</b>	<b>30.89</b>
Step 5	<b>60,643</b>	<b>2,323.49</b>	<b>32.05</b>
Step 6	<b>62,831</b>	<b>2,407.32</b>	<b>33.20</b>

**June 1, 2003**

*(Increment \$2,243)*

	<b><u>Annual</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Hourly</u></b>
Hiring Rate	<b>\$50,946</b>	<b>\$1,951.94</b>	<b>\$26.92</b>
Step 1	<b>53,189</b>	<b>2,037.89</b>	<b>28.11</b>
Step 2	<b>55,432</b>	<b>2,123.83</b>	<b>29.29</b>
Step 3	<b>57,675</b>	<b>2,209.77</b>	<b>30.48</b>
Step 4	<b>59,918</b>	<b>2,295.71</b>	<b>31.66</b>
Step 5	<b>62,161</b>	<b>2,381.65</b>	<b>32.85</b>
Step 6	<b>64,404</b>	<b>2,467.59</b>	<b>34.04</b>

## **GENERAL SALARY PROVISIONS**

### 315.1

Each employee shall receive the salary as shown in the salary group contained in Article 34 for the step in the classification occupied by the employee.

### 315.2

Progression within a salary group shall be automatic and will normally occur on the employee's annual anniversary date of appointment to the salary group.

### 315.3

Employees will be paid for services rendered on a biweekly basis through direct deposits, with pay occurring on the Thursday following each fourteen-day period, which begins on Monday and ends on Sunday.

#### 315.3.1

The Corporation shall remit to the employee a notification of deposit. This notification of deposit shall contain the following information:

1. employee's name;
2. payment date and corresponding work period;
3. amount of gross earnings including overtime;
4. nature and amount of deductions made;
5. amount of net income.

#### 315.3.2

The employer agrees that the use of employee banking information shall be for the deposits of money only and not for any other purposes.

#### 315.4

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

#### 315.5

Notification of overtime payments shall contain the following information: period for which payment is made, hours worked, gross amount, deductions made therefrom and net amount.

#### 315.6

If an employee is demoted by the Corporation or at his/her own request, and his/her current salary exceeds the maximum salary for the lower classification, his/her salary must be reduced to the maximum salary of the lower classification. If his/her current salary does not exceed the maximum salary for the lower classification, it must be reduced to the step closest to, but not exceeding his/her current salary.

#### 315.7

Adjustments to base salary, retroactive to January 1, 1999, apply to continuous employees including those in yearly and continuous contracts, who were employed on January 1, 1999 and are still employed on the date of ratification.

Temporary employees who were employed on a continuous

basis from January 1, 1999 and are still employed on the date of ratification are eligible for retroactive adjustments to base salary.

315.8

The following applies only to those employees who are, or who become Red-Circled Frozen Salary.

Any “Red-Circled Frozen Salary” employees will receive a lump sum equivalent to the wage increases agreed to, as set below. However, if the increase in the wage scale of the employee’s current job is such that the maximum rate for their current job exceeds their current salary, the lump sum will not apply.



## **WORK WEEK AND DAYS OFF**

### 316.1 Normal Hours of Work

#### 316.1.1

Normal hours of work shall be arranged to provide for either:

- a) a thirty-six and one quarter (36 1/4) hour work week as described in paragraph 316.1.2,

or

- b) an average of thirty-six and one quarter (36 1/4) hour per week as described in paragraph 316.1.3.

and

in neither case shall there be a period of work divided by more time than that provided as a meal break.

#### 1.2 Regular Work Week

Normal scheduled hours of work shall be thirty-six and one quarter (36 1/4) hours per week consisting of five (5) consecutive days, Monday to Friday inclusive, each day to be seven and one quarter (7 1/4) hours exclusive of an unpaid meal period.

#### 316.1.3 Modified Work Week

- a) For Information Technology Specialists, the Corporation may schedule daily and weekly hours of work which differ from those stipulated in paragraph 323.1.2 provided that over a period of fourteen (14)

calendar days, the employee works an average of thirty-six and one quarter (36 $\frac{1}{4}$ ) hours per week exclusive of unpaid meal periods.

- b) For Marketing and Sales Traffic Staff, the Corporation may schedule daily and weekly hours of work which differ from those stipulated in paragraph 323.1.2 provided that over a period of twenty-eight (28) calendar days, the employee works an average of thirty-six and one quarter (36 $\frac{1}{4}$ ) hours per week exclusive of unpaid meal periods. This provision will only be applied during hockey playoffs, the launch of the fall program schedule, the advertising period preceding Christmas and for other special events such as the Olympics. By mutual agreement between the parties, this provision may be applied in other circumstances.
- c) By mutual agreement between the parties, the modified work week provisions may be applied to other employees.
- d) There shall be two (2) scheduled days off which may be in separate work weeks.
- e) The five (5) days in any work week need not necessarily be consecutive. They may be separated by days off.

### 316.2

The work week shall commence at 00:01 hours Monday and any work week commencing between this time and 24:00 hours the following Sunday shall be credited to that work week for pay purposes. The hours of work shall be exclusive of meal periods but inclusive of break periods.

### 316.3

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

### 316.4

- a) One (1) day off shall consist of twenty-four (24) hours plus a turnaround period of twelve (12) hours for a total of thirty-six (36) hours;
- b) Two (2) consecutive days off shall consist of forty-eight (48) hours plus a turnaround period of twelve (12) hours for a total of sixty (60) hours;
- c) Three (3) consecutive days off shall consist of seventy-two (72) hours plus a turnaround period of twelve (12) hours for a total of eighty-four (84) hours;
- d) Four (4) days off back-to-back in two (2) consecutive work weeks shall consist of ninety-six (96) hours plus a turnaround period of twelve (12) hours for a total of one hundred and eight (108) hours.

### 316.5

When the day(s) off given in one (1) work week is/are Sunday, or Saturday and Sunday, the hours included in the day(s) off and turnaround period may extend beyond 23:59 hours on the Sunday of that week.

### 316.6

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

### 316.7

When the Corporation's operation requires a change in the normal starting time and/or finishing time, or the normal scheduling of days off, or a change in hours of work system for an employee or group of employees, an employee's wishes will be taken into consideration.

## **SELF-ASSIGNING EMPLOYEES**

### 317.1

A self-assigning employee is one whose work is of such nature that verification of actual time worked cannot be given by his/her supervisor. Except as provided for in Articles 317.2 and 317.2.1, the following provisions of the Collective Agreement do not apply to self-assigning employees: work week and days off, callback, turnaround period, overtime, posting of schedules, change of schedules, meal periods.

### 317.2

A self-assigning employee is expected to schedule his/her own working hours in accordance with the requirements of his/her job function. S/he shall be given a daily time credit up to a maximum of one fifth (1/5) of his/her basic hours per work week as detailed in Article 316. For assigned or approved work on a day off or holiday the hours worked shall be compensated for as provided in Articles 314 and 324.

### 317.2.1

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

### 317.3

It is mutually agreed that certain employees fall into the self-

assigning category on a regular basis and that others are self-assigning on a “per occasion” basis while engaged on special projects in excess of one week.

317.4

The parties agree that, on signing, they will prepare a list of all self-assigning employees and amend such list from time to time as necessary.

## **SHIFT WORK**

### 318.1 Posting of Schedule

#### 318.1.1

For employees on shift, the schedule of hours of work shall be posted, or time card issued, no later than 17:00 hours Friday, two weeks prior to the week in question. This posting shall include the starting time and finishing time for each day of the work week and days off except that such days off may be changed by the Corporation until seven (7) days in advance of 00:01 hours of the day affected.

#### 318.1.2

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

#### 318.1.3

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

#### 318.1.4

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

#### 318.1.5

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

#### 318.1.6

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

#### 318.1.7

All clauses of this paragraph may be modified by mutual agreement of the parties. Agreements will not be unreasonably withheld.

### 318.2 Turnaround Period

#### 318.2.1

For employees on shift, a turnaround period is the period of at least twelve (12) hours between the end of a shift and the beginning of the next shift.

#### 318.2.2

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

#### 318.2.3

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



### 318.3 Change of Schedule

#### 318.3.1

For employees on shift, notice of change of starting time shall be given as soon as possible but at least twelve (12) hours in advance of the new starting time, but not later than 17:00 hours of the day prior to the day in question.

#### 318.3.2

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

#### 318.3.3

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

#### 318.3.4

There shall be no change of scheduled days off once the schedules have been posted, without the consent of the employee concerned, except as provided in Article 318.1.1.

#### 318.3.5

The provisions of paragraphs 318.3.1 and 318.3.2 shall not apply in the case of call-back, or illness or unexpected special

leave of a fellow employee for the first day of replacement, or to an employee who is rescheduled at his/her own request.

### 318.3.6

The provisions of this paragraph may be modified by mutual agreement of the parties. Agreements will not be unreasonably withheld.

## **MEAL PERIODS**

### 319.1 First Meal Period

#### 319.1.1

For non-shift employees, a first unpaid meal period of not less than thirty (30) minutes or more than sixty (60) minutes shall be scheduled and given during the work day.

#### 319.1.2

For shift employees, a first unpaid meal period of not less than thirty (30) minutes or more than sixty (60) minutes shall be given within the span of two (2) to five (5) hours from the beginning of the shift. Where possible, employees shall be advised of such meal period not later than 17:00 hours of the day prior to the day in question.

### 319.2 Second Meal Period

#### 319.2.1

In the event of a work day extending two (2) hours beyond the scheduled finishing time, a second unpaid meal period shall be assigned of not less than thirty (30) minutes or more than sixty (60) minutes in duration.

#### 319.2.2

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

### 319.3 Third Meal Period

When a work day extends for twelve (12) hours or more and four (4) hours have elapsed since the completion of the second meal period, a third unpaid meal period of not less than thirty (30) minutes and no more than sixty (60) minutes shall be assigned.

### 319.4

Notwithstanding the other provisions of this Article, by mutual agreement between Local Management and the Union's local in a given location, any meal period(s) falling within the period 06:00 hours to 19:30 hours may be taken as follows:

Breakfast: between 06:00 and 09:00 hours;  
Lunch: between 11:00 and 14:30 hours;  
Supper: between 16:30 and 19:30 hours.

### 319.5

The provisions of this Article may be modified by mutual agreement of the parties. Agreements will not be unreasonably withheld.

### 319.6

Twelve dollars (\$12.00) shall be allowed to compensate for the cost of the second meal. There shall be no compensation for third and subsequent meal periods.

### 319.7

The twelve dollar (\$12.00) meal payment provided in 319.6 shall not apply when:

- travelling on common carrier where the carrier

provides a meal;

- an employee on remote assignment is entitled to compensation for meals through travelling;
- meal is provided.

## Article 320

### **BREAK PERIOD**

#### 320.1

Employees shall be entitled to take, during a work day, two (2) paid break periods of fifteen (15) minutes each, which may be taken away from their immediate work area.

#### 320.1.1

The first period will normally be given between the employee's starting time and his/her first meal period, and the second normally between the end of the first meal period and his/her finishing time.

#### 320.2

Employees who work under a modified work schedule are entitled to the same number of break periods (10) as the employees on a regular work week. Their length and starting time may be mutually agreed upon between the supervisor and the employee, subject to operational requirements.

#### 320.3

Break periods may not be used to shorten the work week or a work day.

#### 320.4

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

beverages for the other members of the department or group.

## OVERTIME

### 321.1 Overtime

#### 321.1.1

Overtime shall be computed to the end of the last quarter hour in which work is performed.

#### 321.1.2

Overtime shall be paid at the basic hourly rate for all work performed between:

- a) thirty-six and one quarter (36 1/4) hours and thirty-eight and one quarter (38 1/4) hours per week, for employees covered by clause 36.1.2;
- b) seventy-two and one-half (72 1/2) hours and seventy-six and one half (76 1/2) hours in a fourteen (14) calendar day averaging period, for employees covered by clause 36.1.3 a).

#### 321.1.3

Overtime shall be paid at one and one-half (1 1/2) times the basic hourly rate for all work performed in excess of:

- a) thirty-eight and one quarter (38 1/4) hours per week, for employees covered by clause 36.1.2;
- b) seventy-six and one half (76 1/2) hours in a fourteen (14) calendar day averaging period for Information Technology Specialists covered by clause 36.1.3 a).



## 321.2 Work Performed During a Day Off

### 321.2.1

All work performed on a scheduled day off shall be compensated at time and one-half (1 1/2) the basic hourly rate, with a minimum credit of four (4) hours.

### 321.2.2

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

### 321.2.3

The minimum credit provision of clauses 321.2.1 and 321.2.2 shall not apply when work is interrupted by an employee having to absent himself/herself due to illness or other personal contingencies, in which case s/he will be paid the appropriate overtime rate only for those hours of work actually performed.

## 321.3 Compensatory Leave

### 321.3.1

At the employee's request and at management's discretion, compensation earned under this Article may be converted into compensatory leave credits.

### 321.3.2

Compensatory leave credits are calculated by dividing the compensation to which the employee is entitled under this Article by the applicable basic hourly rate.

### 321.3.3

Compensatory leave credits not used by the end of the fiscal year shall be converted into cash by multiplying the number of credit hours by the basic hourly rate in effect on the last day of that period. At the employee's request and subject to Management's approval, such compensatory leave credits may be carried over in the next fiscal year.

### 321.4

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

#### 321.4.1

Upon reasonable notice, the Union's local may review the overtime records of employees within the group.

### 321.5

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

### 321.6

In certain classifications, Management and employees may, by mutual agreement, use the prepayment of overtime or the buy-out of expected overtime.

## **CALL-BACK**

### 322.1

Call-back is those hours credited to an employee who, after completing his/her work day and leaving his/her work area, is called back to perform work during a period which does not directly follow or precede the employee's normal hours of work, on either the day in question or the following day. An employee called back to work shall be paid for actual working time at the time and one-half (1 1/2) rate with a minimum of three (3) hours.

### 322.2

Employees receiving telephone calls at home from his/her supervisor, or from a person properly delegated by his/her supervisor to make such calls, concerning urgent operational matters where they are required to work at home, will be compensated with one (1) hour's pay at the basic rate. Additional calls within the paid one (1) hour period will not attract additional payment.

**SALES REPRESENTATIVES' VEHICLE  
ALLOWANCES**

323.1

Sales Representatives required to use their vehicles on Corporation business as a condition of employment will be compensated in accordance with the provisions of this Article. It is the responsibility of each Sales Representative so authorized to ensure that s/he has adequate business insurance coverage with a minimum of one million (\$1,000,000.00) dollars.

323.2

Sales Representatives who are authorized to use their vehicles on Corporation business shall provide a vehicle which meets the following conditions:

- 1) any style or class;
- 2) purchased or leased;
- 3) shall be operated for not more than eighty four (84) months from date of manufacture.

323.3

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

323.4 Monthly Vehicle Allowances

### 323.4.1

For Sales Representatives meeting the above requirements, the Corporation will pay a monthly vehicle allowance **as follows:**

**as of October 1, 2002: \$438 per month**

**as of January 1, 2003: \$445 per month**

**as of June 1, 2003: \$456 per month**

to cover all costs of operating the personal vehicle on Corporation business. This monthly vehicle allowance will be paid at the end of the month to which it applies.

### 323.4.2

Sales representatives who are currently provided with parking at or near their place of employment will continue to enjoy this benefit as long as it is at no cost to the Corporation. Upon signing of this Agreement, the Corporation will cease to pay for or reimburse Sales Representatives for parking at or near their place of employment.

### 323.5 Absence from Work

Notwithstanding clause 323.4.1, in the event that a Sales Representative is absent from work for a period exceeding one month, the following conditions will apply:

- a) the Corporation will pay the monthly vehicle allowance **as set out above** for the first full or partial calendar month of absence;
- b) the Corporation will pay an allowance of **\$150 per month** for subsequent, consecutive calendar months of absence, up to a period of one year from the first date of absence. This monthly allowance will be paid at the end of the month to

which it applies;

- c) notwithstanding clause 323.5 b), the following shall apply:
- if the Sales Representative returns on or before the fifteenth day of the calendar month, the Corporation will pay the full monthly allowance **as set out above** for the month in which s/he returns;
  - if the Sales Representative returns after the fifteenth day of the calendar month, the Corporation will pay an allowance of **\$150** for the month in which s/he returns.

## **HOLIDAYS**

### 324.1

The following shall be paid holidays:

- New Year's Day
- Good Friday
- Easter Monday
- The day proclaimed as the Sovereign's Birthday
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

plus such other holiday duly proclaimed by Federal or Provincial authority as a public holiday in the area in which the place of employment is located.

Employees stationed in Prince Edward Island will be granted one day's leave in lieu of the August Civic Holiday. In the event an additional civic holiday is declared in Prince Edward Island, this provision will not apply.

### 324.1.1

However, when another day is declared a public holiday by Federal or provincial authority because Christmas Day or New Year's Day, Canada Day or Remembrance Day fall on a Sunday, for the purpose of the Collective Agreement only the said Sunday or the following day shall count as a holiday, but not both.

### 324.1.2

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

### 324.2

When a day designated as a holiday under Article 324.1 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

#### 324.2.1

When two (2) days designated as holidays under Article 324.1 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

### 324.3

When a day designated as a holiday for an employee is moved to another day under the provisions of Articles 324.2 and 324.2.1:

- a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest,

and



- b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

#### 324.4

A holiday shall account for the regular daily hours specified by the Collective Agreement (i.e. 7.25 hours).

#### 324.5

When an employee does not work on a holiday as defined in Article 324.1, the Corporation will pay the employee 7.25 hours at the straight-time rate and reduce the total number of scheduled hours of work by 7.25 hours for that week. Those 7.25 hours shall count toward the calculation of the average number of regular hours of work under clause 316.1.1. The number of hours in excess of 7.25 which would normally have been worked on that day shall be scheduled during the rest of the averaging period specified in clause 316.1.3.

#### 324.6

When an employee works on a holiday, s/he shall be paid:

- a) time and one-half (1½) for all hours worked up to the regular daily scheduled hours of work as specified by the Agreement, and double (2) time thereafter, in addition to the pay that the employee would have been granted had s/he not worked on the holiday,

or

- b) upon request, and with the approval of the Employer, the employee may be granted:

- i) a day of leave with pay (straight time rate of pay) at a later date in lieu of the holiday,  
  
and
  - ii) pay at one and one-half (1½) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work,  
  
and
  - iii) pay at two (2) times the straight-time rate of pay for all hours worked by him/her on the holiday in excess of the regular daily scheduled hours of work as specified by the Agreement.
- c) i) Subject to operational requirements and adequate advance notice, the employer shall grant lieu days at such times as the employee may request.
- ii) When in a fiscal year an employee has not been granted all of his/her lieu days requested by him/her, such lieu days shall be paid off at his/her straight-time rate of pay.
- iii) The straight-time rate of pay referred to in 324.4 c) ii) shall be the rate in effect when the lieu day was earned.

### 324.7

When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:

- i) compensation in accordance with the provisions

of Article 324.4;

or

- ii) three (3) hours pay at the applicable overtime rate of pay.

### 324.8

Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

### 324.9

The entitlement to holiday pay shall be contingent upon the fact that on the day prior to and the day following the holiday, an employee must be:

- a) working;
- b) on a day off;
- c) assigned a holiday off;
- d) on authorized leave with pay;
- e) on release from duty.

### 324.9.1

Notwithstanding Article 324.7, an employee who has worked in the work week concerned may be on authorized absence without pay on the working day following the holiday or on the working day prior to the holiday, but not both, to be entitled to holiday pay.

## **LEAVE – GENERAL**

### 325.1

When a person becomes subject to this Agreement, his/her accrued leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his/her accrued hourly leave credits shall be reconverted into days, with one day being equal to seven and one-quarter (7 1/4) hours.

### 325.2 Conversion of Days to Hours

The provisions of the Agreement which specify days shall be converted into hours at the rate of seven and one-quarter (7 1/4) hours for each day. When leave is granted, it is granted on an hourly basis and the hours debited for each day of leave shall be equal to the number of hours scheduled for the employee for the day in question.

## **RELEASE FOR UNION ACTIVITIES**

### 326.1

If employees are elected or appointed to any full-time Union office, such employees, shall be granted leave of absence without pay for a period of up to four (4) years. Leave requests must be submitted in written or electronic form to the Corporate Industrial and Talent Relations department one (1) month in advance of the date the leave is to commence. Employees granted leave under 326.1 shall be reinstated in the same or similar position upon expiration of such leave provided that this leave is of less than four (4) years; this limitation will not apply to those on such leave prior to the effective date of this Agreement. Such election or appointment shall be certified to the Corporate Industrial and Talent Relations department by the Union. The Corporation may hire temporary employees to fill the vacancies created by such leave of absence. During the employee's absence without pay and subject to the limitations imposed by the plans, the employee may continue to participate in Pension, Group Life and Medical Hospital Plans, provided the employee prepays all required premiums or contributions (employee's and Corporation's share, where applicable). Employees granted leave under this Article do not accumulate service during their absence.

### 326.2

The Corporate Industrial and Talent Relations department shall grant upon receipt of a written or electronic request from the Union at least seven (7) working days in advance, leave of absence without pay for a reasonable period of time to any employee duly authorized to represent the Union in order to attend executive committee meetings, Labour conventions, conferences and courses and other union activities. The

Corporation reserves the right to limit the number of employees granted such leave in order to meet its operational requirements.

### 326.2.1

The Corporation will maintain the salary of an employee who is granted leave without pay in accordance with Article 326.2 provided that such leave does not exceed three (3) continuous months. There shall not be any interruption of service for the first three continuous months of absence. To recover these employees' salaries from the Union, the Corporation will deduct from the remittance of the Union dues to the National Office of the Union an amount equivalent to the gross salary for the period of such leave. The provisions of benefits concerning leave entitlement will continue to apply in this situation. A statement of account showing the date(s) and the name(s) of the employee(s) who were on such leave will accompany the remittance of the union dues from which this recovery is made.

### 326.2.2

In the case of an absence without pay for a period exceeding three continuous months, there shall be no accumulation of service during the period of absence.

### 326.3

The Corporation agrees upon request to release, without loss of pay or leave credit, properly accredited Union Representatives to attend grievance or negotiation meetings or any other meetings between the Corporation and the Union for the day(s) of the meeting. It is understood that the Corporation will not be required to release more than three (3) employees for the purpose of attending local grievance meetings, not more than five (5) employees for the purpose of attending national grievance meetings and not more than four (4) employees for

the purpose of negotiations. A request for such release shall be submitted to the Local Officer-in-Charge of Industrial and Talent Relations Department not later than seven (7) working days prior to the first day of such meeting.

### 326.3.1

When an employee is released with pay to attend a meeting with the Corporation on a day or days off, s/he shall be granted a minimum of four (4) hours of time off or the actual number of hours up to one full day off for each day of meeting. Such time may be paid by mutual agreement.

## **NO STRIKES OR LOCKOUTS**

### 327.1

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

### 327.2

Employees in the bargaining unit covered by this Collective Agreement will not be required to handle, perform or assist in any work under the usual scope of any other bargaining unit which is on a legal strike against the Corporation and is represented by a recognized bargaining agent for persons employed by the Corporation.



Appendix Y  
Letter of Understanding  
**STATEMENT OF QUALIFICATIONS**

The purpose of the Statement of Qualifications is to clearly identify the requirements and expectations of the position and to ensure that only applicants who are qualified and interested will be considered.

A Statement of Qualifications will include:

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

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

- education
- specialized training
- experience
- knowledge
- language requirements
- skills

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

- initiative
- creativity
- tact & diplomacy
- judgement

A statement of Qualifications will identify subject areas which will be examined and the relative importance of these subject areas expressed in percentages. Such percentages will be made

available to the candidates, on request, prior to the interview.

The parties will enter into discussions within thirty (30) days of the signing of the agreement regarding the provision to the Union of copies of all Statements of Qualifications.

Appendix Z  
Letter of Agreement  
**BILINGUAL PREMIUM**

The parties agree that the bilingual premium will no longer be paid. However, employees within the bargaining unit at the time of signing of the Agreement who currently receive the premium will continue to receive it while they occupy an existing designated position. The Corporation agrees to provide the Union with a list of those positions/employees upon signing of this agreement.

Appendix AA  
**MS INCLUSIONS – ANNUAL LEAVE**

The parties agree that former MS employees included into the bargaining unit by the CIRB will continue to enjoy annual leave entitlements that exceed those provided for by this collective agreement.

The employee's entitlement shall be frozen until s/he qualifies for it under the agreement. This grandparenting will continue for the duration of her/his employment with the CBC.

Appendix BB  
**SLOTTING – MS I AND II/GROUPS 1-3**

The parties agree to implement the integration of MS I, MS II and groups 1 to 3 as follows:

MS I salary groups will be integrated in Group D (formerly group 7)

MS II salary groups will be integrated in Group E (formerly group 8)

Salary groups 1 to 3 will be integrated in Group A (formerly group 4)

Effective on April 26, 1999, employees will be moved (“slotted”) into their appropriate group, in the step that is the closest to their current salary. Employees will not incur any salary decrease as a result of this integration exercise.

Signed this 18th day of July, 2002.

FOR THE CANADIAN  
BROADCASTING  
CORPORATION

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Esther Enkin

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Peter Hutchinson

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David Rosen

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Don Knox

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Lynn Raineault

---

Ian Henry

FOR THE CANADIAN  
MEDIA GUILD

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Arnold Amber

---

Don Genova

---

Jeff Mitrow

---

Barbara Saxberg

---

Lee Siemon

---

Glenn Gray

---

Dan Oldfield