

SOURCE	Corp.		
EFF.	87	11	24
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No. OF EMPLOYEES	180		
NOMBRE D'EMPLOYÉS	Jim		

AGREEMENT

Between

CANADIAN BROADCASTING CORPORATION

and

NATIONAL RADIO PRODUCERS' ASSOCIATION'

November 24, 1987 - July 3, 1988

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INTRODUCTION

It **is** the intent and purpose of this Agreement to recognize and regulate the community of interest between the Canadian Broadcasting Corporation, hereinafter referred to as the Corporation, and the National Radio Producers' Association, hereinafter referred to as the Association, in promoting the utmost co-operation between the Corporation and its Radio Producers.

The Corporation and the Association recognize the responsibility incumbent upon each member of the bargaining **unit** to exercise the professional authority and **to** perform the managerial duties with which they are vested, in such a manner **as** to promote the general interests of the Corporation, particularly those pertaining to the form, presentation and content of programs, **economy** of operation and employee relations.

Each member of the Bargaining Unit will carry out assignments in accordance with the regulations of the Corporation, copies of which shall be provided to them, and any other policy, directive or instruction communicated by the Corporation. Where policies, regulations, directives or instructions are inconsistent with this Agreement, the Agreement shall apply.

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

ARTICLE 1

RECOGNITION AND JURISDICTION

1.1

The Corporation recognizes the National Radio Producers' Association **as** the exclusive bargaining agent for the bargaining unit defined by the Canada Labour Relations Board in its Certificate of June 21, 1984.

1.2

The Corporation recognizes that the production of radio programs is the exclusive jurisdiction of Radio Producers and undertakes that no third party will be given jurisdiction which would infringe on the function traditionally performed by Radio Producers.

1.3

By established procedure it is recognized that various categories of employees and freelancers contribute to, prepare and/or produce programs or program segments. Nothing herein shall require the Corporation to modify such established practices. However, it is understood that where such practices have been traditionally under Producer jurisdiction, the foregoing will not modify this jurisdiction.

1.4

The Corporation will not be required to appoint a Producer to produce Newscasts such as "The World at Six", "The World at Eight"; programs designated by Management as News Specials.

1.5

Any modification, alteration or re-editing of a program for any purpose shall be the responsibility of the Producer, except in emergency circumstances or where the Producer is unavailable.

ARTICLE 2

CORPORATION'S RESPONSIBILITIES

2.1

As provided for in the Broadcasting Act, the direction of the Corporation, the control of its properties and the maintenance of order on its premises, depend exclusively upon the judgement and discretion of the Corporation and therefore do not fall within the scope of this Agreement.

2.2

These exclusive rights and responsibilities of the Corporation include amongst others, the right to decide the number and location of plants, to establish the methods and scope of operations, to determine the number of staff required to carry on its operations, to select and hire them, to decide on the amount and type of supervision and control required, to draw up operating schedules, to establish policies and standards governing its operations and programming, and to exercise such responsibility and authority necessary to carry out these policies. In exercising these rights and responsibilities, the Corporation undertakes not to contravene the provisions of this Agreement relating to the rights and authority of the Producer.

2.3

It is further recognized that the Corporation has the right and responsibility to allocate duties and assignments, to take disciplinary action, to dismiss for proper cause, to transfer, promote or lay-off, but these rights and responsibilities shall be exercised subject to all the conditions of this Agreement, including the grievance procedure.

ARTICLE 3

RIGHTS AND AUTHORITY OF THE PRODUCER

3.1 Producer

A Producer has authority over and responsibility for assigned programs or series as delegated by and under the authority of the appropriate program manager. The Producer is accountable for the production and/or direction of programs, including the selection and assembly of all elements required for the realization of programs. While some of these duties may be further delegated, a Producer retains accountability.

3.2

Subject to Article 1, Recognition and Jurisdiction, only a Producer may **produce** a radio program. Persons holding a management position in the Corporation may not produce a radio program unless their management function is officially suspended.

3.3

Following the assignment to produce a program, series or segment, the Producer **is** responsible for its production and/or direction, including the selection and assembly of all elements required for its realization. By way of example, the practice of the profession includes:

- a) Conception
 - program idea
 - participation in the development of program objectives
 - choice of creative contributors and other participants, within the terms set by Corporation program policies and Collective Agreement commitments
 - planning financial and production/resource requirements

- b) Production
 - choice of material and facilities
 - requisition of facilities and personnel: the engagement of performers
 - budget control
 - development of program content, including writing, researching and editing, and/or the commissioning of writing and research
 - determination of style and format
 - preparation of scripts

- c) Direction
 - disposition of program style and format
 - rehearsing, where applicable
 - direction of participants
 - direction of sound and sound effects
 - studio, control room and remote direction

- d) Completion of Production
 - editing and mixing
 - ensuring that relevant contractual obligations are met and recorded
 - promotion and publicity
 - evaluation of the production
 - evaluation of the performance of authors, performers, freelance contributors and participants

3.4.

By virtue of the above, the Producer will normally assume responsibility for the conception, production, direction, and/or completion of programs, as well as supervision and written appraisal of the performance of persons assigned to the program or program area. The Producer shall be accountable for the editorial, artistic, intellectual and technical quality of programs in accordance with established objectives and within allocated resources.

Producers shall also observe standards laid down by the Corporation and shall have the right and responsibility to:

- a) submit and discuss any program project. Written or taped program proposals, including pilots, will be evaluated in writing by at least one program officer within six calendar weeks of the receipt of the submission.
- b) undertake an assignment dealing with the production of an existing program or program series. In such cases, the Producer shall have the right and responsibility to participate in **the** intellectual, material, artistic, editorial, personnel and financial planning of the program or program series **as** it is required from the date of the assignment. Failing such participation, the Corporation will not impose the production on the Producer.
- c) participate in the intellectual, material, artistic, editorial, personnel and financial planning of any new program or program series with which he is entrusted, as soon **as** the Corporation decides to consider production of such program or program series. Failing that participation, the Corporation will not impose the production on the Producer.

- d) choose the participants and elements of the program respecting the Corporation's commitments and policies without prejudice to the Corporation's responsibility and right of control. The Producer will respect the provision of the Corporation's Talent Agreements and Corporation guidelines.
- e) to be consulted prior to any decision being taken to cancel the production of a program or a series that he is producing.

3.5

The Corporation will, with due regard to its responsibilities, leave to the Producer, authority and responsibility for all persons in the control room and studio and remote production locations, during all stages of production, rehearsals and broadcasts. The Corporation will protect the authority of the Producer over the content, form and budget of assigned programs and will not intervene except under extraordinary circumstances to protect and achieve its basic interest.

3.6

Producers will be involved in long-range program planning, either on a local or network basis. It is understood that the nature or absence of such involvement may not be the object of a grievance.

3.7

The Corporation recognizes the value of involving Producers in the evaluation of radio programs. Formal evaluations will involve the Producer. A copy of any written evaluation shall be provided, and the Producer may comment in writing on such evaluations.

3.8 Associate Producer

The Associate Producer functions under the direction and authority of a Producer. The Producer has the authority and the responsibility for the program, program series or program segment. The Associate Producer works on the preparation and presentation of program material, including the direction of material and talent for programs and program segments. The Associate Producer proposes, develops and edits material for broadcast. An Associate Producer who is temporarily assigned the duties and responsibilities of a Producer shall be upgraded to the higher category and shall be paid at that level for the duration of the assignment. Such temporary upgrading will require the prior approval of the appropriate program manager.

3.9 Trainee

A Trainee hired on contract at the minimum annual rate of \$20,042.00, will not replace or displace a Producer or Associate Producer who would normally be engaged on staff or contract. The Trainee will work under the direct supervision of a Producer or Associate Producer. The contract term will not exceed six (6) months. Trainee contracts are non-renewable.

3.10 Temporary Assignments

When a person already on **staff** is temporarily promoted to perform the functions of a Producer or an Associate Producer for one week or longer, a contract for the additional remuneration will be issued. Said person must abide by the terms and conditions of this Agreement, must be given a copy of this Agreement, and will be subject to dues deductions as prescribed in Article 18. Further, this practice will not be used to avoid the filling of a vacancy on a permanent basis.

3.11 Executive Producers

3.11.1 Program Executive Producers

A Program Executive Producer is a Producer who is accountable for a program or series, and who has been delegated the authority and responsibility to supervise and co-ordinate the activities of Producers and Associate Producers. As assigned, a Program Executive Producer will have the necessary authority and will be held accountable for any or all of the following:

- a) planning, development of objectives, program content, adherence to policies, budgets and administration appropriate to the program(s);
- b) participation in the evaluation of programs and performance appraisal of program personnel;
- c) recommendation on all matters relating to personnel and talent;
- d) recommendation on the assignment of Producers and Associate Producers;
- e) participation with Producers and Associate Producers in acquiring material for the production of programs.

3.11.2 Area Executive Producers

An Area Executive Producer is a Producer who is accountable for more than one program or series, and who has been delegated the authority and responsibility to supervise and co-ordinate the activities of Producers and Associate Producers. As assigned, an Area Executive Producer will have the necessary authority and be held accountable for any or all of the following:

- a) planning, development of objectives, program content, adherence to policies, budgets and administration appropriate to the program area;
- b) participation in the evaluation of programs and performance appraisal of program personnel;
- c) recommendation on all matters relating to personnel and talent;

- d) recommendation on the assignment of Producers and Associate Producers to programs and/or program series:
- e) participation with Producers and Associate Producers in acquiring material for the production of **programs**.

3.11.3

An Executive Producer, Program or Area, does not have final authority over hiring, firing, salary or merit increases for Producers or Associate Producers,

3.11.4

A Producer assigned either Program, Executive Producer or Area .Executive Producer responsibilities shall be paid at least an additional ten percent (10%) of basic salary for the duration of the assignment. However, an Executive Producer assigned to exercise both program and area responsibilities will be paid at least an additional fifteen percent (15%) of basic salary for the duration of such dual assignment.

3.11.5

The assignment to and from Executive Producer responsibilities, Area or Program, is at the Corporation's discretion. An Executive Producer must have recognized competence or experience in broadcast production before being assigned **as** Executive Producer.

3.12

During the term of this Agreement, the Corporation shall not create any new classification or job category.

ARTICLE 4

ASSIGNMENT/WORKLOAD

4.1

In each assignment the Corporation will take into account the Producer's tastes, interests, aptitudes, abilities and workload. Any significant change in assignment shall be made in consultation with the Producer concerned. If requested, the Corporation shall provide the reasons for any re-assignment in writing.

4.2

The Producer shall, except in any emergency situation, receive written confirmation of his assignment(s), expected workload, program objectives and the funds and resources applied for the production period involved before the start of any assignment, .

4.2.1

An Associate Producer shall, except in any emergency situation, receive written confirmation of his assignment(s) and expected workload for the production period involved before the start of any assignment,

4.3

If a Producer or Associate Producer is given a special assignment which substantially increases the workload, the program manager will give due consideration to relieving the Producer or Associate Producer of the regular assignment for that period.

4.4

The program manager or delegate will, at minimum, conduct an annual workload review of each Producer and Associate Producer.

4.4.1

The review will consider the nature of the Producer's or Associate Producer's assignment, program objectives, the demands on time, and the number of rest days worked. Where, the workload is heavier than originally expected under Article 4.2 or 4.2.1, corrective action will be taken. Such corrective action may include a reduction of the workload, provision of additional resources, provision of additional rest days, re-assignment or a special compensation contract as per Article 11.5.

4.4.2

Notwithstanding the above, the Producer/Associate Producer may initiate such a review.

4.4.3

If the Producer or Associate Producer is not satisfied with the outcome of the above, the matter will be referred to Local Joint Committee for further review and recommendation.

4.4.4

If still unresolved, a special sub-committee of the National Joint Committee, constituted to deal with such matters, will review the complaint. This special sub-committee will consist of two (2) Management and two (2) Association representatives.

4.4.5

In the interest of resolving the above, the process referred to herein will be handled as expeditiously as possible.

ARTICLE 5

PROFESSIONAL DEVELOPMENT & TRAINING

5.1

The Corporation will provide appropriate training for the development of Producers and Associate Producers and will consult with the Association on its planning and implementation. Furthermore the Corporation and the Association will regularly review this area in Joint Committee meetings at the National and Local Levels. Changes in production techniques and technology in radio broadcasting are ongoing and require training and upgrading of skills. The Corporation agrees to give every practical consideration to the professional development of the Producer and Associate Producer.

5.2

The performance of each Producer and Associate Producer shall be appraised in writing at least once in each calendar year. As part of the appraisal, there will be discussion including identification of areas in which the Individual may benefit from training or development toward enhanced performance and/or future career steps. Written performance appraisals may be conducted by the program manager, or may be delegated to an Executive Producer (for Producers and/or Associate Producers) or to a Producer (for Associate Producers). In all cases the program manager will review and sign the appraisal, The Individual may add written comments, and shall sign and date the appraisal. The Individual shall receive a copy of the entire appraisal.

5.3

A career development file shall be kept for each Producer and Associate Producer within the local Human Resources office. The file shall contain the performance appraisals and other documentation upon which the Corporation would base any career planning and professional development. Upon reasonable notice a Producer or Associate Producer shall be able to inspect the contents of the file. The Producer or Associate Producer may add material relevant to the enhancement of the Producer's or Associate Producer's knowledge, skills and abilities by mutual agreement with the program manager. No documents may be released from this file physically or verbally, except for use within the Corporation, without the Producer's prior consent.

5.4

The Corporation will inform all Producers and Associate Producers of existing Corporation courses of study or research related to their profession.

5.5

When new technology related to the production of programs is introduced, the Corporation will provide for Producers and Associate Producers training and/or familiarization before they are required to use it. Producers and Associate Producers will, subject to programming obligations, make themselves available for such training and/or familiarization.

5.6

The Corporation will at its discretion, release Producers and Associate Producers from their assignment to enable them to participate without loss of salary in courses of study or research related to their profession.

5.7

Producers and Associate Producers shall be eligible for leave in accordance with the Corporation's Policy on "Special Career Development Program".

5.8 Producer Counsellor

The Corporation, in consultation with the Executive of the Association, agrees to appoint three (3) Producer Counsellors. The assignment is normally for two (2) years and may be renewed by mutual agreement. The three (3) Producer Counsellors shall represent each of the following areas: French programming; English Performance programming; English Information programming.

5.8.1

To be assigned as a Producer Counsellor a Producer must have three (3) years experience as a Producer, demonstrated superior professional ability and agree to the assignment.

5.8.2

The Producer Counsellor, with responsibility to program management, is a Producer who acts as counsellor to Producers and Associate Producers with special responsibilities in the areas of professional development and training.

5.8.3

The Producer Counsellor will participate with the National Radio Training department in the development and implementation of training programs.

5.8.4

The Corporation will consult with Producer Counsellors prior to any significant changes in production techniques or equipment.

5.a. 5

The Corporation agrees to release the Producer Counsellor from production duties to the extent possible to carry out the assignments. When the Corporation requires the Producer Counsellor to travel in connection with assigned duties, travel expenses will be paid by the Corporation.

5.8.6

The appointment of Producer Counsellors does not preclude continuing the established practice of using Executive Producers to perform any or all of the duties of Producer Counsellors.

5.8.7

The Producer Counsellor shall be paid an additional 10% of basic salary for the duration of the assignment.

ARTICLE 6

POSTING OF VACANCIES

6.1

Producer or Associate Producer vacancies whether staff or term contract, of an expected duration of thirteen (13) weeks or more, shall be posted with pertinent details in all CBC locations. A copy of the notice will at the same time be sent to the National office of the Association and given to the local representative for the location in which the posting originates. Notices for vacant or newly created positions shall be posted for at least five (5) working days.

6.1.1

Notwithstanding Article 6.1 above, where the Corporation hires Producers or Associate Producers for relief purposes pursuant to Article 10, the vacancy need not be posted.

6.2

In filling posted vacancies, the Corporation shall fill the position with the most qualified candidate.

6.3

Any Producer or Associate Producer who applies for a posted vacancy shall receive written acknowledgement of such application within ten (10) working days of receipt at the location concerned.

ARTICLE 7

PRODUCERS AND THE SERVICE DEPARTMENTS

7.1

The Corporation shall provide Producers with production, technical, clerical, promotional and other assistance required for the assignment. The Corporation shall see that the production services take all possible steps to place themselves at the disposal of programming. Production personnel are responsible to the Producer to whom they are assigned.

7.1.1

The Producer's preferences shall be taken into consideration by the various production services which must endeavour to satisfy these preferences. The adequacy of such services can be the subject of discussion between the Producer involved and the program officer or delegate.

7.2

Where any major change in procedure or equipment is likely to affect the Producer's professional activity, discussions shall take place with the Producer concerned prior to such change becoming effective in a particular service department.

7.3

The production team, once assigned, shall be responsible to the Producer and will not change without the Producer being consulted. If the Producer finds the personnel assigned inadequate to fulfill their duties, the Producer shall provide a written performance evaluation of such personnel. A copy of this evaluation will be submitted to the individual and the supervisor concerned, for management review and action where necessary.

7.4

Producers will normally be involved in preparation of publicity material for assigned programs. Producers have a responsibility to supply the necessary information and where possible the Producer shall have the right to see the final draft of this material.

7.4.1

The Corporation undertakes to include an equitable mention of the Producer both in its written publicity and on-air promotion.

7.5

The Producer normally **shall** receive any written comment about an assigned program made by a person or organization outside the Corporation. **The** Producer shall normally be consulted in the preparation of the Corporation's response,

7.5.1

The Producer shall be entitled to any available information on audience size, demographics and evaluation relating to an assigned program,

7.6

The Producer may obtain at any time from the appropriate management representative or delegate all available information relating to the direct and indirect costs of assigned programs, program segments, or **series**.

7.7

The Corporation agrees to supply to each Producer and Associate Producer a copy of its Collective Agreements relevant to radio production.

7.7.1

The interpretation and administration of these Agreements are the responsibility of the Corporation and the Corporation agrees to provide advice and instruction on the application of these Agreements. However, it is the responsibility of Producers and Associate Producers to be knowledgeable about these Agreements and to apply them in accordance with Corporation advice and instruction.

ARTICLE 8

WORKING CONDITIONS

8.1

The Corporation shall give proper attention to the standards of privacy, space, air, light, temperature, noise and cleanliness as they affect Producers and Associate Producers.

8.2

The Association may appoint a Producer or Associate Producer in each location who will attend, without loss of pay, committees within the location dealing with health and safety. In addition the Association may appoint a Producer or Associate Producer to attend joint Union/Association/Management committees, without loss of pay, dealing with health and safety at the National Level, if and when such meetings are convened.

a. 3 Video Display Terminals

The parties agree that the introduction and use of video display terminals and related equipment is essential and that the health and safety of employees are of major concern. To minimize the risk of health, and maximize the quality of the working environment, the use of this equipment will be governed by the following.

8.3.1

The Corporation shall give proper attention to health, safety and environmental standards with respect to new equipment, including video display terminals. The Corporation will undertake when requested by the employee, to provide radiation shields for flyback transformers. 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 Association, upon request and upon reasonable notice.

8.3.2

The Corporation shall arrange, on a voluntary basis, for eye tests by an ophthalmologist without cost to the Corporation. Such testing can be conducted on a yearly basis, on company time with release **subject** to operational requirements.

8.3.3

The Corporation shall give proper attention to the work place. This will include seating, lighting and the work station.

ARTICLE 9

JOINT COMMITTEES

9.1

The parties recognize that from time to time, matters of mutual interest will arise, and, in this regard, it is agreed that a Joint Committee to consider such matters will be established in each location where the Association exists. Meetings of the Joint Committee will be convened at the request of either party. Each such Committee will be conducted to at least the level of a Senior Program Officer or his/her equivalent, as well as those representatives of the Corporation and the Association who are, by reason of their knowledge and level of authority, most suited to discuss and resolve the matters placed on the agenda of such a meeting, and any issues arising from it. Both parties agree that, for the purpose of clarity and follow up, understandings reached by the Joint Committee may be requested or be put in writing by either party, it being understood that such understanding cannot change, modify or prejudice this Agreement.

9.2

It is agreed that a Joint Committee will be held at the National Level at least once a year.

9.3

The Corporation agrees to release for each Local or National Joint Committee meeting pursuant to this article, a maximum of four (4) Producers or Associate Producers as appointed by the Association. In the case of National Joint Committee meetings, there shall be no more than one (1) person from any one (1) station or network program department in Toronto.

9.4

The Association is free to supplement its representation for such meetings. Such additional representatives will be released subject to operational requirements.

9.5

All Association representatives shall be released without loss of pay or leave credits. In all cases of National Joint Committee meetings the Association shall submit in writing a list of the persons attending such a meeting on behalf of the Association to the Corporate Industrial & Talent Relations Department. Such a list shall be submitted as far in advance of the meeting as reasonably possible but no later than the time of the establishment of the agenda.

ARTICLE 10

CONTRACT. PRODUCERS/ASSOCIATE PRODUCERS

10.1

The Corporation reserves the right to retain Producers and Associate Producers on contract.

10.2 Term Contracts

The Corporation agrees that no term contract is for less than thirteen (13) weeks. However, the Corporation reserves the right to hire a Contract Producer or Associate Producer for a fixed period that is less than thirteen (13) weeks on a non-renewable basis. If program exigencies require renewal the Corporation will by mutual agreement offer a term contract. Where continued engagement is required beyond thirteen (13) weeks, the Corporation and the Producer or Associate Producer will renegotiate a contract of one (1) year's duration; except on the first renewal only in those cases where program requirements should dictate a shorter term contract then such shorter term shall apply; or where the individual's performance requires further evaluation, the Corporation may contract a second thirteen (13) week term.

10.3 Relief Contracts

A Producer or Associate Producer may be engaged on a contract for any short term requirement of less than one **(1)** year for the purpose of relief for, by way of example but not limitation: sickness, vacation, parental leave, special assignments, staffing delay, leave without pay, etc.

10.4

During the first year of service, a Producer/Associate Producer with the Corporation will be on trial. During this period the Producer/Associate Producer may be released with notice **as** per Article **10.8**. Provided there has been no violation of the terms of the Collective Agreement, such release shall not be subject to the grievance procedure,

10.4.1

This trial period may be waived or reduced by the Corporation for Producers/Associate Producers of unquestioned competence in the profession.-

10.5

When an Associate Producer is appointed **as** Producer, such Producer will be on a trial period of up to **six (6)** months but not less than three **(3)** months. During the trial period the Corporation may decide to curtail the trial period and in such an event shall return the Producer to the former classification, status and salary, **At** any time during the trial period the Producer may request and shall be returned to the former classification, status and salary. Reasons for return in either case shall not be subject to the grievance procedure.

10.6

When a Corporation employee from outside this bargaining unit is appointed **as** Producer or Associate Producer, there will be **a** trial period of not less than three **(3)** months and not more than six **(6)** months. If the trial period is not successfully completed, the Corporation may release the employee notwithstanding any other provisions of the Collective Agreement. Provided there has been no violation of the terms of the Collective Agreement, such release shall not be subject to the grievance procedure. However, it shall be the Corporation's intention to consider such person for a vacancy in the former bargaining unit and classification.

10.7

Contracts may be terminated prior to the expiry date on two **(2)** weeks' notice for contracts between three **(3)** and six **(6)** months' duration, or one **(1)** month's notice for contracts of between **six (6)** months' and one **(1)** year's duration, **or** in either case, pay in lieu of notice, at the Corporation's discretion. The Producer or Associate Producer must provide the same notice of termination.

10.7.1

Following one **(1)** **year** of continuous service, Contract Producers and Associate Producers on continuous service shall have their employment terminated prior to the expiry date of their contract only for proper cause and with notice **as** per Article 10.7.

10.8

It is recognized that the Corporation may decide not to renew the contract of a Producer or Associate Producer, and need not show cause. Provided there has been no violation of the Collective Agreement, the non-renewal of a contract shall not be subject to the grievance procedure.

10.8.1

The Corporation will provide a Producer or Associate Producer with the following notice of its intention to renew or not to renew the contract:

- a) one **(1)** month's notice for **a** contract of thirteen **(13)** weeks' but less than one **(1)** year's duration;

- b) two (2) months' notice for contracts of one (1) year's duration.

The, Producer or Associate Producer must provide the same periods of notice of non-renewal.

In the case of non-renewal by the Corporation, a Producer or Associate Producer not notified in the manner described herein shall receive in addition to the period of notice under (a) or (b) above, an additional one (1) month or two (2) months' notice as applicable.

10.8.2

In the event the Corporation does not renew a contract, the Corporation shall give the Producer or Associate Producer notice as prescribed in article 10.8.1.

In addition, a Producer or Associate Producer with one (1) year or more of continuous service shall receive a lump sum payment equivalent to one (1) week's pay for every six (6) months, or major portion thereof, of continuous service with the Corporation.

10.8.3

In the event the Corporation terminates a contract under Article 10.7.1 for other than disciplinary reasons, the Corporation shall give the Producer or Associate Producer notice as prescribed in Article 10.7.

In addition, a Producer or Associate Producer with one (1) year or more of continuous service shall receive a lump sum payment equivalent to one (1) week's pay for every six (6) months, or major portion thereof, of continuous service with the Corporation.

10.8.4

Before exercising its right under Article 10.8.2 not to renew a contract, the Corporation will advise the Producer or Associate Producer of its intention, which shall include a statement of reasons. The Producer or Associate Producer may elect that the matter be discussed by the Local Joint Committee. It is agreed that this provision will only apply to Producers and Associate Producers after five (5) years of continuous service on an individual contract and does not alter the Corporation's right not to renew a contract which is reflected in Article 10.8. The provisions of Article 10.8 remain in force.

10.9

The Corporation's Special Short Term Disability Policy applies to Contract Producers and Associate Producers. Since this policy provides for non-payment of the first ten (10) working days of sick leave, Producers and Associate Producers shall accumulate sick leave credits of one and one-quarter (1 1/4) days per month of service up to a maximum of ten (10) days.

10.10 Payment in Lieu of Benefits

Effective the date of signing the new Agreement, Contract Producers and Associate Producers shall receive 12.5% in lieu of staff benefits up to a maximum of \$7,000. The percentage and maximum shall be reduced in the event that the Corporation should introduce benefit plans which apply to Contract Producers and Associate Producers.

10.11 Maternity, Paternity and Child Care Leave

The granting of maternity, paternity and child care leave will apply to Contract Producers and Associate Producers after one (1) year of continuous service and the contract will be interrupted for the period of absence.

10.11.1

The granting of maternity, paternity and child care leave will not prejudice the Corporation's right under Article 10.8 not to renew a contract.

10.12

Contract Producers and Associate Producers may apply for staff status at any time. Applications for a posted vacant staff position from Producers or Associate Producers who have completed two (2) years of continuous service will be reviewed by a Management committee who shall interview the Producer or Associate Producer, and will advise the Producer or Associate Producer of its decision. The Committee will state reasons should it reject the application. Such reasons shall relate to the qualifications of the individual and to his/her professional potential within the Corporation and to the requirements of the specific position applied for.

10.13

This Collective Agreement governs the relationship between a Producer or Associate Producer on contract and the Corporation at all times. The terms and conditions of an individual contract shall not be less than those provided for in this Collective Agreement, nor shall any provision in an individual contract in any way conflict with this Collective Agreement or any such provision shall be rendered invalid.

10.14

Subject to the provisions of this Agreement, all other matters shall be determined by negotiations between the Producer or Associate Producer concerned and the Corporation. Nothing in this Agreement shall prevent a Contract Producer or Contract Associate Producer from negotiating more favourable terms and conditions in an individual contract with the Corporation. Such negotiation may not be the object of a grievance.

10.15

The following articles which relate to staff employees only, will not apply for Producers and Associate Producers engaged on term and relief contracts:

- 20 Benefit Plans
- 21 Severance Pay
- 22 Sick Leave
- 25 Seniority
- 26 Lay-offs
- 28 Probationary & Trial Periods

10.16

A status and pay file shall be kept for each Contract Producer and Contract Associate Producer.

ARTICLE 11

SALARIES

11.1

Effective December 22, 1986 all Producers and Associate Producers in the employ of the Corporation on date of ratification of this new Agreement will receive an increase in basic salary of two percent (2%).

Effective July 6, 1987 all Producers and Associate Producers in the employ of the Corporation on date of ratification of this Agreement will receive an increase in basic salary of four percent (4%).

Effective July 6, 1987 \$1,000.00 will be added to the minimums and to each of the salary standards for Producers and Associate Producers (after the four percent (4%) July 6, 1987 increase has been applied).

11.2 Producers

Effective July 6, 1987 the following salary standard will be implemented.

a) Salary standards for Producers are as follows:

Minimum	\$ 28,694
2-Year Standard	\$ 35,211
5-Year Standard	\$ 41,728
10-Year Standard	\$ 47,265

- b) All Producers in the bargaining unit on date of signing the new Collective Agreement will be slotted to the appropriate salary standard based on cumulative years of service as a Radio Producer in the Corporation.
- c) Progression through the salary standards shall be automatic from point of entry.
- d) Progression to standards shall be based on performance and merit through an annual salary review. Producers should normally progress year to year toward the next standard.

11.3 Associate Producers

Effective July 6, 1987 the following salary standard will be implemented.

- a) Salary standards for Associate Producers are as follows:

Minimum	\$ 26,754
2-Year Standard	\$ 32,439
4-Year Standard	\$ 33,885

- b) All Associate Producers in the bargaining unit on date of **signing** the new Collective Agreement will be slotted to the appropriate salary standard based on cumulative years of service as a Radio Associate Producer in the Corporation.
- c) **Progression** through the **salary** standards shall be automatic from point of entry.
- d) Progression toward the standard shall be based on performance and merit. Associate Producers should normally progress year to year toward the standard.
- e) Progression beyond the standard **is** not automatic. Such progression shall be based on performance **and** merit.

11.3.1

No Associate Producer shall incur a loss in salary when promoted to Producer.

General

11.4

Producers and Associate Producers on staff are entitled to a full performance and salary review each year with the Program Director or **his/her** delegate. Progression beyond salary standard will be based **on** performance and merit.

11.5

Special Compensation: At **its** discretion the Corporation **may** grant a special compensation contract to a **Producer/Associate Producer**. This compensation is outside the scope of **this** Agreement and the amount accorded **may** be **as** high as **50%** of the basic salary.

ARTICLE 12

REST DAYS

12.1

While Producers or Associate Producers must be available any day of the week, they shall nevertheless be entitled to an average of two (2) days of rest a week. It is recognized that these should be consecutive where possible.

12.2

Each Producer or Associate Producer undertakes to arrange hours, days of **work** and days of rest in **order** to complete the assignment consistent with economy of operation and good staff relationships. **Work** on a rest day will normally require prior authorization from the program manager or delegate, who is obligated to provide compensatory time off.

12.3

In order to **avoid** an accumulation of unused rest days, the program manager or delegate **may** periodically **meet** with the Producer **or** Associate Producer to decide when they will be taken. While every effort shall be made to reach mutual agreement, the program manager or delegate may schedule all or part of the unused rest days.

ARTICLE 13

HOLIDAYS

13.1

A Producer or Associate Producer will choose either a day and a half of time off or supplementary pay equivalent to .577 of 1 $\frac{1}{3}$ of annual salary for work on a statutory holiday which coincides with:

- a) the live presentation of a program;

- b) the recording, or editing in whole or in part of a program, on the condition that he/she has received prior authorization:
- c) duly scheduled rehearsals, on the condition that he/she has received prior authorization;
- d) normal preparatory work required for a program or portion on the condition that he/she has received prior authorization.

By mutual agreement, the Producer or Associate Producer may add time off accumulated above to annual leave credits or it may be taken at other times. In the event these additional credits are not used during the twelve 12 month period following the date on which they were earned, they shall be paid for at the rate they were originally earned.

For the purpose of the present Agreement, statutory holidays are as follows:

New Years Day
Good Friday
Easter Monday
Queen's Birthday
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

plus any other day duly proclaimed by Federal, Provincial or Municipal authority as a public holiday in the area in which the **place** of employment is located; provided **that** in the event of any day duly proclaimed by Federal, Provincial or Municipal authority as a public holiday by reason of Christmas Day, New Years Day, Canada Day or Remembrance Day falling on **a** Sunday, for the purposes of this Agreement, such Sunday or the day following, at the discretion of the Corporation, shall **be** deemed to be the holiday but not both; and provided further that in the areas where December **27** is proclaimed as a public holiday **as** detailed above, in addition to December 26, the entitlement to holidays for the purposes of this Agreement shall - at the discretion of the Corporation - be December **25** and **26**, or December **26** and **27**, but not December **25** and **27**.

13.2

The Corporation shall declare the following additional holidays if no holidays are declared by either a Municipal, Provincial, or Federal authority:

- when New Years Day occurs on a Tuesday, December 31st will be declared the additional holiday;
- when New Years Day occurs on a Thursday, January 2nd will be declared the additional holiday.

13.3

Producers/Associate Producers will receive a day in lieu when all of the following conditions apply:

- a) a holiday, as referred to in Article 13.1 or 13.2, coincides with an assigned rest day which is taken as a rest day;
- b) the Corporation declares an alternate day off for staff as a whole: and
- c) the person is pre-authorized to work on that day.

13.4

Any additional day off given by the Corporation and granted to other staff as a whole, either locally or nationally, shall also be given to Producers/Associate Producers covered by this Agreement in the areas affected.

ARTICLE 14

ANNUAL LEAVE

14.1

Annual leave shall be earned at the rate of four (4) weeks per year for those Producers and Associate Producers with less than twenty (20) years of service, and five (5) weeks per year for those Producers with twenty (20) years of service or more, computed according to the provisions of the Corporation's leave regulations.

14.2

The Corporation shall where possible schedule annual leave consistent with the request of the Producer or Associate Producer. Current-year annual leave entitlement (4 or 5 weeks as applicable) may **be** taken in one unbroken period, operational requirements permitting. Producers or Associate Producers shall be informed as far in advance as possible of the disposition of their request.

14.2.1

In the case of conflicting requests the Corporation shall resolve the matter on the basis of seniority. Seniority shall be determined as per Article 25.

14.2.2

Annual leave for staff will normally be taken in the fiscal year following the fiscal year in which it was earned; for Contract Producers and Associate Producers within each year of individual contracts. Any carry-over of annual leave will be in accordance with Corporation policy.

14.3

Any statutory holiday listed in Article 13.1 and Article 13.2 falling within the annual leave period shall be considered taken. The day of annual leave so displaced shall be, at the Producer's or Associate Producer's choice, added to the leave period or to annual leave credits.

14.4

If serious illness or disabling injury interrupts annual leave for five **(5)** consecutive calendar **days** or more, such days will be considered sick leave on presentation of medical evidence satisfactory to the Corporation.

ARTICLE 15

TRAVELLING AND OTHER EXPENSES

Travelling and other related production expenses incurred in accordance with the regulations of the Corporation by the Producer/Associate Producer on behalf of the Corporation shall be reimbursed as prescribed therein.

ARTICLE 16

OUTSIDE ACTIVITIES AND EXTRA WORK

16.1

A Producer/Associate Producer called upon by the Corporation to perform work not included in his/her professional duties will be compensated for at the regular rate for such extra work. Appearance on television or radio in the role of CBC Producer is not extra work within the meaning of this Article. However, such appearance will not be compulsory.

16.2

Producers/Associate Producers who wish to undertake activities outside of the Corporation shall be covered by the Corporation's policy on this matter.

16.3

The above provisions apply to all Staff and Contract Producers and Associate Producers who are on one-year term contracts.

These provisions do not apply to Contract Producers or Associate Producers who are on term contracts of less than one year.

ARTICLE 17

COMPETITIONS

The Corporation shall make every effort to send Producers to competitions, when the Corporation is presenting the programs which they have produced, where excellence of radio production is considered. The Corporation shall inform the Association of those competitions open to Producers.

ARTICLE 18

UNION DUES

18.1

The Corporation agrees to deduct from the total remuneration of each person covered by this Agreement the amount of union dues, and special levies if any, as prescribed by the Association. To change the amount of dues to be deducted or to implement a special levy, the Association shall give the Corporation three months written notice of such change or special levy. Dues and special levies shall be implemented on a percentage basis. Deductions shall be made from each individual on a basis consistent with regular pay periods.

18.2

The Corporation shall remit the amount so deducted every month to the Association by cheque payable in Canada and addressed to the person designated by the Association no later than the 15th of the month following deduction of such amounts.

18.3

The Corporation will, at the same time, forward to the Association monthly, a statement showing the name of all those in respect of whom deductions have been made, and the respective amounts deducted.

18.4

The full amount of union dues deducted for the calendar year, shall be added to the employees' T4 or T4A slips by the Corporation.

ARTICLE 19
INFORMATION

19.1

The Corporation agrees to provide the Association on request but not more than twice a year the following information for all persons covered by this Agreement, it being understood that those items marked with a "*" shall be provided to the extent that they are available to the Corporation:

<u>Staff</u>	<u>Contract</u>	<u>Item</u>
	*	Name
	*	Sex
*		Residential Address
		Station Location
		Department
*	*	Program Assignments
		Job Classification
		Status (staff or contract)
		Basic Salary
		Amounts of Special Compensation Contracts
	*	The Amount of Executive Producer Contracts
	*	Continuous years service as a Producer within the Corporation
	*	Continuous years service as an Associate Producer within the Corporation
	*	History of Service in the Corporation

19.2

The Corporation shall supply to the Association a copy of individual term contracts within 30 days of engagement.

19.3

The Corporation at the Local Level shall notify the National office of the Association monthly, in writing, of all temporary assignments to the bargaining unit.

19.4

Further, at the time of offering a person employment within the bargaining unit, the Corporation shall provide such person with a copy of the Agreement in effect at that time,

ARTICLE 20

BENEFIT PLANS - STAFF EMPLOYEES

20.1

The Corporation's new benefit package, including Basic Life, Optional Life, Reducing Term, Dependents' Life, Voluntary Accident and Dismemberment, Pension Plans and Medicare will apply to all Producers who are on the continuing establishment as of April 1, 1977 and who elected the new benefits package. Producers hired on the continuing establishment after April 1, 1977 are covered as a condition of employment.

The conditions of these plans have been provided separately to the Executive of the Association and each Producer concerned.

20.2

The Association recognizes that the Corporation's retirement regulations apply to employees in the bargaining unit.

20.3

The Corporation will make it possible for retiring employees, at their request, to continue coverage under the CBC's Group Medical and Surgical Plans on the same basis as during their period of employment, depending upon the conditions of the plan involved.

20.4

The Corporation agrees that any changes in its staff benefit plans shall be made only after prior consultation with the Consultative Committee on Staff Benefits, which includes an Association representative. (See Appendix "A").

20.5 Hospital Medical Plans

The Corporation will pay:

- a) 100% of the provincial Medical/Hospital premiums paid through payroll deductions in those provinces where the premium represents the cost of the Medical/Hospital coverage.
- b) In the remaining provinces, the Corporation will pay 50% of the provincial per capita cost of Medical/Hospital coverage.
- c) Additionally, the Corporation will pay 100% of the premiums through payroll deduction for the prevailing extended medical and supplementary hospital plans available to employees.

Group Life Insurance

20.6 Old Plan

The provisions of this article, 20.6 to 0.6.2, applies only to full time employees who chose to retain these benefits rather than the benefits outlined in Article 20.7. For eligible employees the present premium rate for the CBC Group Life Insurance Plan is twenty-six cents (26) bi-weekly for \$1,000. coverage, and the Corporation at present contributes \$2.99 bi-weekly for employees with single status and \$5.98 for employees with married status. Should the premium increase, the Corporation will maintain the same ratio of contributions to premium rates.

20.6.1

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

20.6.2

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 1 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.

20.7 New Plan

The following provisions will apply to all those regular and full-time 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.

20.7.1

Effective **April 1st**, 1977, the Corporation will provide at no cost to each eligible employee "all-risk" Life Insurance in the amount of \$25,000 or two times (2x) the employee's basic annual salary (whichever is greater). Optional insurance coverage (at group rate cost) will be available to each eligible employee. An employee may elect to participate in any of the optional portions of the new Group Life insurance programs as described in and under the conditions of the Plan.

20.7.2

The following plans are optional and employees may elect **to** participate: In addition to the basic "all-risk" Life Insurance provided by the Corporation, under Article 20.7.1, the employee may purchase an extra one (1x), two (2x) or three (3x) basic annual salary (for a total of **up** to five (5x) times salary) at group rates. Medical evidence of insurability will be required for all the above except for the extra (1x) times option.

20.7.3

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

- a) thirty (30) **days** from April 1, 1977;
- b) thirty (30) **days** from date of marriage;
- c) thirty (30) days from the birth of **a** child;
- d) thirty (30) days from date of employment for employees hired after April 1, 1977,

20.7.4

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

20.7.5

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 twice-yearly basis (April 1st and October 1st).

20.7.6

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

20.8

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 \$225,000 in accordance with the terms and conditions of the policy between the Corporation and the insurance carrier.

ARTICLE 21

SEVERANCE PAY - STAFF EMPLOYEES

21.1

If termination of employment occurs due to resignation, retirement or death, the following amounts will be paid:

Three 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.

21.2

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

21.3

On retiring from staff at or before normal retirement **age**, or on separation due to illness, an employee may elect to receive a Retiring Allowance equivalent to the severance pay provided for in Article 21.1. Such allowance will be paid in the same manner **as** regular salary and will be subject to deductions for the Corporation's staff benefit plan, where applicable. The period during which a retiring allowance is paid is called Retiring Leave and will count as service for the purpose **of** the CBC Pension Plan. Retiring Leave cannot extend beyond the normal retirement date, as defined in the CBC Pension Plan. Any balance remaining at that time will be paid in a lump sum.

ARTICLE 22

SICK LEAVE - STAFF EMPLOYEES

22.1

Staff Producers who were on the establishment as of March 31, 1977 and who elected to remain with sick leave benefits in lieu of the new package will be eligible for sick leave cumulative from year to year at the rate of one and one-quarter (1 1/4) days per completed month of service, computed according to the provisions of the Corporation's leave regulations,

22.2

All staff Producers who have exercised the option of the new Corporation Benefit Plans qualify for the Short Term Disability Protection Plan and the Long Term Disability Protection Plan in keeping with Corporation policy.

22.3

In all cases of illness an employee shall so inform his/her supervisor **as** soon **as** possible. In cases of illness in excess of three (3) days, the employee must, if required, produce satisfactory evidence (submitted by a qualified medical practitioner) of inability to perform duties.

22.3.1

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

22.3.2

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

22.3.3

The Corporation may require an employee to undergo, at any time, a medical examination by a qualified medical practitioner of its choice, and at its expense.

22.4

In accordance with established Corporation policy, in the case of accident, leave of absence may be granted with pay by the Corporation to any employee on account of injury received in the performance of duties and not caused by negligence on the employee's part, provided that application for such leave is supported by a certificate from a qualified medical practitioner. Such leave is not to be a charge against credit accumulated under any other section of this article.

22.5 Short Term and Long Term Disability Benefits

These benefits apply to all regular and fulltime employees of the Bargaining Unit who elected to be covered by the benefits listed below. Employees hired after April 1st, 1977, participate in those plans as a condition of employment. The following plans **do** not apply to contract employees:

22.5.1 Disability Income Security

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

22.6 Short Term Disability

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

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

- 3 months but less than 1 year - 2 weeks full salary plus 15 weeks at $66 \frac{2}{3}\%$ salary.
- 1 year but less than 2 years - 4 weeks full salary plus 13 weeks at $66 \frac{2}{3}\%$ salary.
- 2 years but less than 3 years - 6 weeks full salary plus 11 weeks at $66 \frac{2}{3}\%$ salary.

- 3 years but **less** than 4 years - 8 weeks full salary plus 9 weeks at **66 2/3%** salary.
- 4 years but less than 5 years - 10 weeks full salary plus 7 weeks at **66 2/3%** salary.
- 5 years but less than 6 years - 12 weeks full salary plus 5 weeks at **66 2/3%** salary.
- 6 years but less than 7 years - 14 weeks full salary plus 3 weeks at **66 2/3%** salary.
- 7 years **or** more - 17 weeks full salary.

22.6.1

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

22.7 Long Term Disability

An employee who is disabled, as defined in the Long Term Disability Plan for a period in excess of eighty-five (85) working days will, on the eighty-sixth (86) day of such disability (subject to 22.7.7 hereof), become eligible to receive disability income protection payments equal to sixty percent (60%) of their basic salary (subject to a cost-of-living adjustment of **up** to a maximum of four percent (4%) annually) until recovery, retirement or death. Long Term Disability claims may be subject to review for acceptance.

22.7.1

An employee who recovers from a disability, but cannot perform his/her former job, is guaranteed employment within the Corporation that is compatible with the employee's training, skill, education and experience. An employee will not be required to take a job that does not reflect these factors, nor which may not be suitable to his/her physical or mental condition. The salary in this new job will be at the same basic salary the employee was receiving prior to going on Long Term Disability Income Protection Benefits but will be frozen until the scale for the new job catches **up** to the former salary level.

22.7.2

An employee receiving Long Term Disability Benefits will, for the duration of Long Term Disability Benefits, have all premiums normally payable by the employee for the various Life Insurance and Income Protection Plans waived, with full coverage maintained. No employee contributions to the CBC Pension Plan will be required and the employee shall continue to accrue pensionable service while in receipt of Long Term Disability Benefits.

22.7.3

As of March 31st, 1977, all "Sick Leave Credits" accumulated by an employee shall be frozen and set aside in a "bank" for use by the employee. These credits may be used in accordance with the following options or in any other manner which may become available,

22.7.4

An employee with less than seven (7) years' service may draw from his "bank" of "Sick Leave Credits" to bring his Short Term Disability Benefits up to full salary.

22.7.5

A working employee may opt out of the Long Term Disability Plan (and cease premium payments) when his/her age plus his/her "banked" "Sick Leave Credits" and/or benefits entitlement under the Short Term Disability Plan will provide disability income protection to retirement.

22.7.6

An employee in receipt of Long Term Disability Benefits may opt out of this plan when his/her age plus his/her "banked" "Sick Leave Credits" will provide disability income continuance until retirement. In the event that the salary scale for the position (or its equivalent) vacated by the disabled employee increases, the income protection provided will be at the higher salary in effect when the employee opts to use his/her "banked" "Sick Leave Credits" rather than remain on Long Term Disability Income.

22.7.7

An employee may elect to draw from the "banked" "Sick Leave Credits" at the completion of the Short Term Disability entitlement, and prior to receiving Long Term Disability Benefits if he/she so elects.

22.7.8

The Bargaining Unit will have the right, through its representative on the Consultative Committee on Staff Benefits, to name, as required, a representative to sit on the Claims Adjudication Committee which reviews Long Term Disability claims and/or cases.

ARTICLE 23

SPECIAL LEAVE, LEAVE WITHOUT PAY

23.1

A Producer or Associate Producer may be released from work without loss of salary for reasons of domestic or personal contingencies. Such release must be requested from Management.

23.2

Leave without pay is regulated by Corporation Policy.

23.2.1

If during any calendar year a Producer/Associate Producer is elected or appointed to a full-time office of the Association, such Producer (one only) shall be granted leave of absence without pay for a maximum of two (2) years. Notice of intent to take such leave must be submitted in writing to the Corporate Industrial & Talent Relations Department at least one month in advance of the date the leave is to begin. A Producer or Associate Producer granted leave under this article shall be reinstated in the same or similar assignment, without loss of seniority, and minimally at his old salary rate plus any increases awarded by virtue of Collective Agreements between the Association and the Corporation, upon expiry of such leave.

23.3

A Producer or Associate Producer not personally involved in a court action but subpoenaed to appear as a witness in connection with any litigious matter or called for jury duty, will be granted special leave with pay. Such special leave is not applicable when the Producer or Associate Producer is a litigant and must appear in court on this account. In such case, the Producer or Associate Producer may apply for annual leave or absence without pay.

ARTICLE 24

MATERNITY, PATERNITY AND CHILD CARE LEAVE - STAFF EMPLOYEES

Corporation policy on Maternity, Paternity and Child Care leave will apply to Producers on staff.

ARTICLE 25

SENIORITY - STAFF EMPLOYEES

25.1

Seniority shall be based on length of continuous service with the Corporation and shall be computed from the date of hiring or, in the case of service on contract, from the beginning of an unbroken term of service.

25.2

Seniority, once established, is not interrupted by an authorized leave or lay-off of less than one year.

25.3

A Producer/Associate Producer on authorized leave or on lay-off for more than a year will, if he/she reports back to work on time, or is re-employed be credited with the service accrued on the date of his/her departure.

25.4

In the case of a Contract Producer/Associate Producer who has been granted staff status pursuant to Article 10, his/her seniority shall be based on the length of his/her aggregate total service counted from the original date of hiring.

ARTICLE 26

LAY-OFFS - STAFF EMPLOYEES

26.1

If a lay-off of Producers and Associate Producers has to be made the Corporation shall determine what jobs are to be affected and the number of Producers and Associate Producers to be laid off. Seniority will be considered together with such performance factors as talent, creative ability, administrative qualities and general production ability and where these other factors are relatively equal the senior Producer and Associate Producer shall be given preference.

26.2

In the event of lay-off, the Corporation shall give the following notice:

- a) 3 months with less than 15 years continuous service.
- b) 4 months with at least 15 and less than 20 continuous years service.
- c) 5 months with at least 20 and less than 25 years continuous service,
- d) 6 months with at least 25 years continuous service.

However, these provisions shall not apply if separation from staff results from resignation, retirement or death.

26.3

In the event of a lay-off as described above, the designated officers of the Association will be advised as early as possible, but in any event not later than the date the notice is given to the Producer(s) or Associate Producer(s) affected.

ARTICLE 27

ADVERSE REPORTS & DISCIPLINARY PROCEDURE

27.1

There will be a discussion between the Producer/Associate Producer and the program manager prior to any discipline or the placing of any written complaint or accusation on the status and pay file. A Producer/Associate Producer may opt to have an Association observer attend this meeting. The program manager shall inform the Producer/Associate Producer prior to such meeting of this right.

27.2

The Producer/Associate Producer shall receive a copy of any written complaint or accusation that may be detrimental to advancement or reputation within the Corporation when the complaint or accusation is made. The Producer's/Associate Producer's version shall also become part of the status and pay file.

27.3

If the process outlined in 27.1 or 27.2 above is not followed, such expression of dissatisfaction shall not become part of the Producer's/Associate Producer's status and pay file nor be used against that person at any time.

27.4

Any reference to disciplinary action and any complaints or accusations shall be taken out of the Producer's/Associate Producer's status and pay file after two (2) years of occurrence. Any complaint or accusation found unjustified shall immediately be taken out of the status and pay file.

27.5

The Producer/Associate Producer may review the status and pay file once a year or at any time in connection with applications made for promotion or transfer, and in cases of discipline.

By mutual agreement with the program manager, the Producer/Associate Producer may also submit, for inclusion in the status and pay file, documents related to advancement or reputation in the Corporation.

27.6

A Staff Producer/Associate Producer dismissed for proper cause, as outlined in Article 2.3, shall be entitled to one (1) month's notice or pay in lieu of notice, except when such dismissal is for dishonesty or gross misconduct. This notice shall contain the reason for the dismissal. The Corporation shall send the Association a copy of the notice at the same time.

27.7

If a Staff Producer/Associate Producer wishes to grieve dismissal, or if a Contract Producer/Associate Producer wishes to grieve contract termination, such grievance may be filed directly at the National Level provided it is filed within three (3) weeks of the notice of dismissal or of contract termination.

ARTICLE 28

PROBATIONARY & TRIAL PERIODS - STAFF EMPLOYEES

28.1

The first year of a Producer's or Associate Producer's service with the Corporation will be probationary. During this probationary period the Producer or Associate Producer may be released from employment with one (1) month's notice, notwithstanding any other provisions of the Collective Agreement. Provided there has been no violation of the terms of the Collective Agreement, such release shall not be subject to the grievance procedure.

28.2

When an Associate Producer is appointed as Producer, such Producer will be on a trial period up to six (6) months but not less than three (3) months. **During** the trial period the Corporation may return the Producer to the former classification, status and salary at any time, notwithstanding any other provisions of the Collective Agreement. Or, the Producer may request and shall be returned to the former classification, status and salary. Return in either case shall not be subject to the grievance procedure.

28.2.1

When a Corporation employee from outside the bargaining unit is appointed as Producer or Associate Producer, there will be a trial period of not less than three (3) months and not more than six (6) months. If the trial period is not successfully completed, the Corporation may release the employee notwithstanding any other provisions of the Collective Agreement. Provided there has been no violation of the terms of the Collective Agreement, such release shall not be subject to the grievance procedure. However, it shall be the Corporation's intention to consider such person for a vacancy in the former bargaining unit and classification.

28.3

The Producer previously on contract who becomes a member of staff in the same department and location, and who has twelve (12) months or more of prior service as a Producer shall not be obliged to undergo a new probationary period. But when the Producer becomes a member of staff in another department or location, the probationary period will not be more than three (3) months.

28.3.1

The Associate Producer previously on contract who becomes a member of staff in the same department and location, and who has twelve (12) months or more of prior service **as** an Associate Producer shall not be obliged to undergo a new probationary period. But when the Associate Producer becomes a member of staff in another department or location, the probationary period will not be more than three (3) months.

28.4

The trial or probationary period may be waived or reduced by the Corporation for Producers/Associate Producers of unquestioned competence in the profession.

ARTICLE 29

NON-DISCRIMINATION

29.1

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

29.2

Neither the Corporation nor Producers/Associate Producers shall discriminate in the course of Corporation business on the **grounds** of race, nationality, colour, **sex, age** (subject to the Corporation's policy on retirement), physical handicap (provided such handicap does not prevent the carrying out of key bona fide occupational requirements), marital or parental status, sexual orientation, or religious or political affiliations or activity, provided that such political affiliation or activity is not contrary to the by-laws and policies of the Corporation.

ARTICLE 30

NO STRIKES OR LOCKOUTS

30.1

The parties shall neither order, tolerate nor incite any strike or lockout of employees covered by this Agreement during the term of this Agreement,

30.2

Members of the bargaining unit shall not be required to perform any work under **the** jurisdiction of another bargaining unit within the Corporation that is engaged in a legal strike or work stoppage.

ARTICLE 31

COMPLAINT AND GRIEVANCE

31.1

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

The grievance procedure does not deprive a Producer/Associate Producer of the right to bring his/her complaint personally to the attention of his/her superiors and thereby seek to obtain satisfaction. However, no Producer/Associate Producer may accept a settlement which is inferior to the minimum conditions of this Agreement.

31.2

Local Level: Upon receipt of any matter described in 31.1 above for inclusion on an agenda, the Corporation agrees to arrange for a meeting at the Local Level. It is understood, however, that in the case of a grievance, as distinct from a matter of general interpretation or complaint, the grievance must be submitted in writing to the designated officer of the Corporation within 60 days of the occurrence.

31.2.1

The Corporation agrees to release, for the purpose of such meetings, without loss of pay, a maximum of two (2) members of the Association. The Association is free to supplement its representatives for such meetings, but it is understood that if such additional person or persons are from Corporation staff, release will be subject to programming obligations.

31.2.2

No local settlement shall have the weight of precedent until it has been reviewed and ratified by the parties at a National Grievance Meeting.

31.3

National Level: In the event that the parties fail to arrive at an acceptable solution within thirty (30) days of presentation of the grievance at the Local Level, the Association may signify in writing, within the next ten (10) days, its intention to submit the grievance at the National Level.

31.3.1

The Corporation agrees to release, for the purpose of such meetings, without loss of pay, one (1) person from each location for which grievances are included on the agenda. Additionally, it is understood that the Association shall be allowed to have up to three (3) National representatives attend such meetings without loss of pay.

31.3.1.1

The Association is free to supplement its representation for such meetings. Such additional representatives will be released subject to operational requirements.

31.3.1.2

In all cases the Association must submit in writing a list of the persons to be so released two (2) weeks in advance of the required date to the Corporate Industrial & Talent Relations Department.

31.4

In order to maintain adequate record of the discussion held at both Local and National Level meetings described above, minutes of such meetings shall be kept, read and signed by both parties at the **close** thereof. The Corporation agrees to provide all facilities in this connection,

31.5

Referral to Arbitration: In the event that a grievance(s), as described above, is not settled at the last National Meeting at which it is discussed, the Association may refer such grievance(s) to Arbitration upon notice of such intent, by registered mail addressed to the designated officer of the Corporation.

31.6

In the event that a grievance is not settled at the National Level in accordance with 31.5 the Association may refer such grievance(s) to Arbitration to a mutually agreeable Arbitrator. If the parties are unable to select an Arbitrator, the parties shall request the Minister of Labour of Canada to appoint an Arbitrator.

31.7

A joint statement or separate statements by the Corporation and the Association, describing the facts of the grievance and the issue to be decided by the Arbitrator shall be submitted to the Arbitrator no later than two (2) weeks prior to the hearing date. 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.

31.8

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 in Article 31.7 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.

31.9

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

31.10

The Arbitrator **must** render a written award outlining the reasons for this decision.

31.11

The Arbitrator's fee and the expenses incidental to the hearing shall be borne equally by the Corporation and the Association, except that neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

31.12

Simultaneous Interpretation - Arbitrations: The Corporation will provide simultaneous interpretation for Arbitrations held in Ottawa and Toronto when this is required by the person presenting a party's position or by a person testifying at the Arbitration Hearing. The cost of providing simultaneous interpretation for other reasons and at other locations will be equally shared by the parties.

General Grievances

31.13

If either of the parties considers that this Agreement is being misunderstood, misinterpreted or violated in any respect by the other, this party may within thirty (30) days of becoming aware of such occurrence, request that the matter be discussed at a National meeting, whether or not a new grievance is involved. If not satisfactorily settled, either party may refer the matter to Arbitration as provided under Article 31.5.

31.14

The parties agree that wherever possible arbitration hearings shall be held using Corporation facilities.

31.15

The Corporation shall share information with the Association used in grievance meetings at the National level with the purpose of facilitating resolution of such grievances.

ARTICLE 32

TERM OF RENEWAL

The Agreement will take effect November 24, 1987, and terminate July 3, 1988. It will then be renewed automatically from year to year unless one of the parties advises the other in writing of its intention to terminate or amend the Agreement within ninety (90) days preceding its expiration.

ARTICLE 33

NEGOTIATIONS

33.1

The Corporation agrees to release without loss of pay for the purposes of attending negotiation meetings between the parties to this Agreement, a total of seven (7) Producers or Associate Producers as appointed by the Association. It is agreed that: no more than one (1) of these will be from any one location, except Toronto where up to three (3) persons each from a different department, may be appointed.

33.1.1

The Association is free to supplement its representation for such meetings. Such additional representatives will be released subject to operational requirements.

33.1.2

In all cases the Association must submit in writing four (4) weeks in advance of the required date to the Corporate Industrial & Talent Relations department, a list of the persons to be so released. Subsequent changes must also be communicated in writing two weeks in advance of the required date. Any relief contracts affected by such changes may be terminated by the Corporation on one (1) week's notice to the relief Producer or Associate Producer.

ARTICLE 34

CONCLUSION

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 refrain from doing anything they are not permitted to do by the Agreement. If the provisions of the 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. Both language versions (French and English) of the Agreement will be officially recognized.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives.

CANADIAN BROADCASTING CORPORATION

Pierre Juneau
President

Pierre Racicot
Vice-president, Human Resources

Stephen Cotsman
Vice-president, Finance

Morag McDonald
Senior Corporate Talent Relations Officer

Andrew Simon
Special Assistant to Vice-president,
Regional Broadcasting Operations

Denis Collette
Director of French Radio, Alberta

Karen Kieser
Head, Radio Music

Bruce Taylor
Location Manager, Sydney

NATIONAL RADIO PRODUCERS' ASSOCIATION

Hal Doran
Chief Negotiator, NRPA, Sydney

Denis Pellerin
President, NRPA, Ottawa

Kathleen Devlin
NRPA, Toronto

Ken Wolff
NRPA, Toronto

Miriam Edelson
Executive Director, NRPA

APPENDIX "A"

LETTER OF AGREEMENT

BY-LAWS - CONSULTATIVE
COMMITTEE ON STAFF BENEFITS

1. These By-laws are established under the terms and conditions set forth in the Letter of Agreement dated March 20, 1969.

FUNCTION

2. The function of the Consultative Committee on Staff Benefits shall be to:
 - discuss and make recommendations with respect to the establishment, administration and modification of all present and future staff Benefit Plans affecting Corporation employees.

POWERS

3. The powers of the Consultative Committee on Staff Benefits shall be to:
 - present to the Corporation for implementation, (subject to the provisions of Section 44 of the Broadcasting Act) all duly adopted recommendations of this Committee which involved adoption, alteration or termination of any or all staff benefits plans but which do not involve the expenditure of additional Corporation funds,
 - should any such recommendation result in additional funds being required, the Committee shall recommend to the Corporation and also to the various bargaining units 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 agreement except by mutual consent of all of the parties to that agreement.

GENERAL

4. 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.

CHAIRPERSON

5. The Chairperson of the C.C.S.B. shall be the Vice-president, Human Resources and Administration of the Corporation or his/her delegate.

COMMITTEE

6. The C.C.S.B. shall comprise one voting representative from each of the following bargaining units and employee groups -

- | | |
|--------------------------------------|---|
| a) Supervisory | k) CTPDA |
| b) Confidential | l) SCFP - SCL |
| c) NABET | m) NRPA |
| d) CUPE - Office & Professional Unit | n) Association of TV Producers and Directors, Toronto |
| e) CUPE - Production Unit | o) SEIU |
| f) SEPQA | p) L'Association des Realisateurs TV - Montreal |
| g) SJRC | |
| h) CWSG | |
| i) STRF | q) L'Association des Realisateurs Radio - Montreal |
| j) NABET (GCM I) | |

QUORUM

7. A simple majority of the voting Members of the Committee shall constitute a quorum.

LTD CLAIMS ADJUDICATION COMMITTEE

8. The C.C.S.B. shall establish, appoint and may modify an LTD review and appeal Committee of six (6) members. The Chairperson shall be the V.P., H.R. and Administration or his/her delegate, and four (4) voting members of the C.C.S.B. shall be appointed. A representative of the employee group involved shall be recognized as the additional voting member of this Committee. This Committee may request the involvement of all or any additional resources deemed necessary in order to assist the committee in arriving at appropriate decisions on each LTD claim under review and/or appeal.

OBSERVERS/TECHNICAL ADVISORS

9. The Committee, or any of its voting members, may invite observers and/or technical advisors to attend committee meetings. Such observers and/or technical advisors shall have a voice but no voting power.

VOTING FORMULA

10. Each voting member of this Committee may cast one (1) vote and decisions of the Committee shall be reached by a simple majority of the votes cast.

MEETINGS

11. 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.

MINUTES

12. 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.

AMENDMENTS/ALTERATIONS TO THE BY-LAWS

13. Amendments and/or alterations to these By-Laws shall only be affected by no less than a simple majority of the voting members of the Committee.

Ottawa, Ontario
April 1979
Revised: August 1984

APPENDIX "B"

LETTER OF INTENT

BROADCAST RECORDINGS

The Corporation recognizes the present practice of using Radio Producers for the production of broadcast recordings.

However, in consequence of the potential for enhanced activity in this field and of the rapidly changing and highly specialized technology in this area of production, the Corporation reserves the right to contract specialized Producers on a short term basis. When such production or co-production is based in locations covered by this Agreement and uses CBC premises and/or facilities, all Producers involved in said productions shall abide by the terms and conditions of this Agreement, shall be given a copy of this Agreement and shall be subject to dues.

The Corporation will advise the Association of the names of all Producers so engaged.

CANADIAN BROADCASTING
CORPORATION

NATIONAL RADIO PRODUCERS'
ASSOCIATION

Morag McDonald

Hal Doran

APPENDIX "C"

LETTER OF AGREEMENT

GUEST DIRECTORS

The parties recognize the practice of the Corporation hiring on an occasional basis "Guest Directors" in the Drama Department. It is agreed that this practice may continue; however, it shall be governed by the following conditions:

- 1) Such individuals shall be known as "Guest Directors" and shall have all responsibility and authority in regards to the production of a program. It is therefore understood that such Guest Directors will undertake a particular program from beginning to end, except where an existing producer in the bargaining unit is assigned to undertake some of the duties.
- 2) Guest Directors shall be covered by all terms and conditions of the Collective Agreement with the exception of the following Articles:

4	Assignment/Workload
11	Salaries
12	Rest Days
16	Outside Activities
20	Benefit Plans
21	Severance Pay
22	Sick Leave
24	Maternity/Paternity
25	Seniority
26	Lay-Offs
28	Probationary & Trial Periods

Except that the producer minimum rates contained in Article 11 shall apply, on a pro-rated basis.

- 3) The Corporation agrees that the engagement of such persons shall not reduce the number of Producers normally engaged by the Drama Department because of the work performed by the Guest Directors.

- 4) The **Guest Directors** engaged by the Drama Department shall be persons of recognized experience in Radio Drama production.
- 5) The Corporation shall inform the Association both locally and nationally of the name of each Guest Director as they are engaged.

CANADIAN BROADCASTING
CORPORATION

NATIONAL RADIO PRODUCERS'
ASSOCIATION

Morag McDonald

Hal Doran

APPENDIX "D"

LETTER OF AGREEMENT

LETTER RE BENEFIT PLANS
FOR CONTRACT EMPLOYEES

The Corporation and the Association agree to investigate and report on various benefit plans for contract employees with the purpose of securing access to benefit packages available to contract employees.

The report is due within six (6) months of signing the Collective Agreement.

It is understood and agreed that the above will be governed by the provisions of Article 10.10.

CANADIAN BROADCASTING
CORPORATION

NATIONAL RADIO PRODUCERS'
ASSOCIATION

Morag McDonald

Hal Doran

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