

# **Collective Agreement**

between

Canadian Broadcasting  
Corporation

and

Communications, Energy and  
Paperworkers Union of Canada



June 1, 1998 - June 30, 2001  
Effective April 3, 1999



# **AGREEMENT**

This agreement executed this 31st Day of March, 1999

Between

**Canadian Broadcasting  
Corporation**

hereinafter referred to as "the Corporation", Party of the first  
part,

and

**Communications, Energy and  
Paperworkers Union of  
Canada**

hereinafter referred to as "the Union", Party of the second  
part.



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#### PURPOSE OF AGREEMENT

**1.1** It is the intent and purpose of this Agreement to recognize the community of interest between the Canadian Broadcasting Corporation and the Union in promoting the utmost cooperation between the Corporation and its employees, consistent with the rights of both parties. It is further the intent of this Agreement to foster a friendly spirit which shall prevail at all times between the Corporation and the employees, and to this end this Agreement is signed in good faith by the two parties. The Agreement is therefore designed to set forth clearly the rates of pay hours of work and conditions of employment to be observed between the parties. It is further agreed that the Union and its members will fully support the Corporation in maintaining the highest quality and most effective programmes, ensuring value to the Canadian public is achieved.

## **2 UNION RECOGNITION**

**2.1** The Corporation recognizes the Union as the exclusive bargaining agent for all the employees in the bargaining unit defined by the Canada Labour Relations Board in its decision of November 4, 1993 and as amended from time to time certifying the Union, that is to say:

“all personnel whose core functions are technical, maintenance, trade and general labour, including all blue collar and technical personnel, working for the Canadian

Broadcasting Corporation, outside of the Province of Quebec and of Moncton, N.B., excluding those whose core functions consist of supervisory duties”.

**2.2** It is agreed that Corporation personnel as defined in 0 who are hired to work and reside outside Canada, are not “employees” within the meaning of Article 0 (Definition of Employee) of this Agreement and that they will be excluded from the bargaining unit so long as they remain outside Canada.

**2.2.1.** Where the Corporation transfers or assigns a member of the bargaining unit to work and reside outside Canada, their working conditions and benefits will be as defined in Appendix B.

**2.3** It is agreed that personnel under contract with the Corporation who are retained to work and reside outside of Canada, are not “employees” within the meaning of Article 0 (Definition of Employee) of this Agreement and that they will be excluded from the bargaining unit described in Article 0 so long as they remain outside Canada.

**2.4** The decision to retain outside firms, contractors or freelance personnel, or to assign members of the bargaining unit to work and reside outside Canada, will be at the sole discretion of the Corporation.

### **3 DEFINITION OF EMPLOYEE**

**3.1** The term "employee" as used in this Agreement shall mean any person employed in a classification included within the bargaining unit hereinbefore defined and/or within a classification set forth in the Agreement and shall also include any person employed in any classification created which the parties, by mutual consent, decide to include within the bargaining unit.

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

### **4 JURISDICTION**

**4.1** Employees as defined in Article 0, for Corporation originations on CBC premises or remote locations, shall: perform functions involving the lighting, recording, editing and mixing of audio and visual elements; the creation of graphic and photographic images; the design, construction, decoration and assembly of sets and costumes; the application of makeup; the preparation and execution of special effects; the handling of set properties; and related assistance.

A "Corporation origination" means radio and television

productions in which the Corporation is exclusively responsible for the production, planning and control related thereto including creative control, financial control, distribution, and ownership.

**4.1.1** Employees as defined in Article 0, on CBC premises or remote locations, shall perform functions involving the transmission of programming over Radio and Television networks and stations for which the Corporation holds the broadcasting licenses.

**4.1.2** Employees as defined in Article 0, on CBC premises or remote locations, shall perform mechanical, electrical and electronic maintenance duties and may be required to train staff, related to the functions described in 0 and 0.

**4.1.3** Employees as defined in Article 0, at locations where they are employed, shall perform electrical, plumbing, mechanical, carpentry, and cleaning functions related to general building maintenance.

**4.2** The Corporation agrees not to assign to Corporation personnel outside the bargaining unit described in Article 0 duties normally performed by employees in the bargaining unit covered by this collective agreement, except:

**i)** Personnel in the CMG Bargaining Units can be assigned to do work normally falling within this CEP

bargaining unit provided that employees in this CEP bargaining unit can do work normally falling within the CMG bargaining units and provided that such duties do not normally constitute the core functions of any such personnel. (See Article 0).

**ii)** In major production centres or at transmitter sites, persons in management can perform work normally falling within this CEP bargaining unit provided that such management personnel are within the classifications of Technical Supervisors, Technical Producers and Transmitter Supervisors in either Radio or Television and such work shall not result in the layoff of a bargaining unit employee or the non-assignment to a shift or crew of a bargaining unit employee.

**iii)** Where there is a single Manager responsible for a location, and bargaining unit employees are also at that location, that Manager can perform work normally falling within this CEP bargaining unit and such work shall not result in the layoff of a bargaining unit employee or the non-assignment to a shift or crew of a bargaining unit employee.

**iv)** Persons in the STARF bargaining unit can be assigned to do work normally falling within this CEP bargaining unit provided that employees in this CEP bargaining unit can continue to do work normally falling within the STARF bargaining unit. It is also agreed that the Corporation can assign persons in either this CEP or the STARF bargaining units to meet its production, installation and maintenance needs. Such reciprocal arrangements will

not cause additional layoffs in this CEP bargaining unit.

**4.3** The Corporation may retain outside contractors or enter into partnerships (as per Article 41) to provide any services when it has determined that it has a valid business case. A valid business case will be used in all cases except the two to which Articles 0 and 4.5 apply. It is understood that this article will not be used to change individual staff jobs to individual contract jobs.

**4.4** The Corporation may, without restriction, retain outside firms, contractors and/or freelance personnel (including outside firms, contractors and/or freelance personnel retained also to perform work normally performed by employees in another bargaining unit in the Corporation) to supply a given service for a particular program or program series, provided that the retaining of services pursuant to this clause 0 will not cause layoffs. A given service is defined as any job or function in which the members of the bargaining unit, at the location concerned, do not have the requisite skills or experience for the job or function or cannot meet the specific needs of the production.

Freelance Personnel so retained by the CBC will be paid a minimum daily rate of \$280. Union dues will be deducted and remitted.

The Corporation agrees that Freelance Personnel will not be engaged in Classifications that fall within the Entry Level.

Further it is agreed that where freelance personnel work on

a given program in the same dept/job function as other Bargaining Unit employees that the freelancers will not start earlier or end later than other Bargaining Unit employees. (e.g. on a mobile the audio crew, lighting crew, tape ops, etc. each form a dept for purposes of this article).

**4.5** The Corporation may retain outside contractors for specific installations, modifications, servicing and maintenance at any of its facilities provided that,

i) the specific work cannot practicably be performed by members of the bargaining unit, and

ii) the retaining of services in accordance with this clause 4.5 will not cause layoffs, however, the Corporation may utilize the services of outside firms to compensate for attrition.

**4.6** The Corporation undertakes best efforts in negotiations with its partners to ensure bargaining unit members receive opportunities to work on non-CBC originations.

Productions that are not Corporation originations may be produced using crews comprised of any mix of, outside firms, contractors, freelance personnel and/or Corporation employees. It is understood that the Corporation will not be the contractor in such cases.

The Corporation will give advance notice to the local union of such productions where they involve employees in this bargaining unit or where they are taking place on CBC premises.



**4.7** At remote locations where another union has an effective collective agreement in written form which covers the scope of work covered by this Collective Agreement, CEP will perform the functions in 0 except lighting and staging functions. At least one (1) technician (lighting) shall be assigned to direct the lighting, and the present practice of assigning employees to direct the staging elements will continue.

**4.8** It is recognized that the CBC will continue to acquire programs as part of its regular programming in accordance with Appendix E (Program Acquisition).

## **5 CLASSIFICATIONS AND SALARY SCHEDULES**

### **5.1 List of Classifications**

<b>JOB TITLE</b>	<b>Salary</b>
ASSISTANT COSTUME DESIGNER	C-8
ASSISTANT FILM EDITOR	C-4
ASSISTANT GRAPHIC DESIGNER	C-6
ASSISTANT MAKE-UP ARTIST	C-3
ASSISTANT PROGRAM EDITOR	N-4
ASSISTANT SET DESIGNER	C-7
AUTOMATED CONTROL FACILITIES TECHNICIAN	N-5
BUILDING CABINETMAKER	B-5
BUILDING CARPENTER	B-4

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BUILDING ELECTRICIAN	B-5
BUILDING MASTER ELECTRICIAN/ELECTRICIAN - 2	B-6
BUILDING PAINTER	B-3
BUILDING PAINTER-IN-CHARGE	B-5
BUILDING PLUMBER	B-5
BUILDING SERVICES REPRESENTATIVE	CO-7
BUILDING SUPERINTENDENT	CO-6
CARETAKER	CO-3
CENTRAL CONTROL ROOM TECHNICIAN RADIO	N-5
CINEMATOGRAPHER - A	C-A
CINEMATOGRAPHER - B	C-B
CINEMATOGRAPHER - B	C-B
CINEMATOGRAPHER - C	C-C
CINEMATOGRAPHER - C	C-C
CLEANER	S-3
CLEANER-IN-CHARGE	S-4
COLOURIST	N-6
CONSULTING TECHNOLOGIST - D	MD
CONSULTING TECHNOLOGIST/INFORMATION TECHNOLOGIST	M-DI
COSTUME CUTTER	C-8
COSTUME FABRICATOR	C-6
DESIGN COORDINATOR	MS-3
DESIGN PROCESSOR	C-6

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DESIGNER - 1	D-1
DESIGNER - 2	D-2
DESIGNER - 3	D-3
ENG EDITOR	N-6
ENG/EFP RECORDIST	N-4
ENG/PRODUCER	HY-5
ENGINEER-IN-CHARGE MOBILE	M-M
FABRIC SPECIALIST	C-6
FILM CAMERA ASSISTANT	C-4
FILM CAMERA OPERATOR	C-6
FILM EDITOR	C-6
FILM EDITOR-IN-CHARGE	C-9
FILM INSPECTOR	C-6
FILM LABORATORY TECHNICIAN	N-4
FILM PRODUCTION EDITOR	C-7
FILM STYLE DIALOGUE AND EFFECTS EDITOR	N-6
GENERAL BUILDING TRADES - 1	B-1
GENERAL BUILDING TRADES - 2	B-2
GENERAL BUILDING TRADES - 3	B-4
GENERAL BUILDING TRADES IN-CHARGE	B-5
GENERAL BUILDING TRADES SUPERINTENDENT	B-6
GENERAL TECHNICIAN (RADIO)	N-3
GENERAL TECHNICIAN (TV)	N-3
JANITOR (FACTOTUM)	B-1
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LIGHTING DIRECTOR	N-6
LIGHTING TECHNICIAN	N-4
LIGHTING TECHNICIAN (DIMMER BOARD, FRONT AND REAR SCREEN PROJECTION)	N-3
MAINTENANCE MECHANIC	B-4
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MAKE-UP ARTIST	C-6
MECHANIC - AIR-CONDITION & HEATING -1	B-4
MECHANIC - AIR-CONDITION & HEATING -2	B-5
MECHANIC - AIR-CONDITION & HEATING -3	B-6
MECHANICAL RIGGER	N-4
MECHANICAL TECHNICIAN (SACKVILLE )	N-5
MICROWAVE OPERATOR	N-5A
MOVING LIGHTS OPERATOR	N-5
NEGATIVE CUTTER	C-5
NETWORK CONTROL CENTRE TECHNICIAN (TORONTO)	N-6
NETWORK PRESENTATION COORDINATOR	C-8
NETWORK PRESENTATION COORDINATOR	C-9
NEWSWORLD PRESENTATION COORDINATOR	C-9
ON-AIR BOOTH CONTROL TECHNICIAN	N-5

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PAINTER	C-3
POST PRODUCTION AUDIO ENGINEER - TV	N-6
PRODUCTION SWITCHER	N-6
PROGRAM EDITOR	N-8
PROJECTIONIST	C-3
RADIO MASTER CONTROL TECHNICIAN	N-5
RADIO MASTER CONTROL TECHNICIAN (WINNIPEG)	N-5
RADIO STUDIO ATTENDANT	N-1
RADIO TECHNICIAN	N-4
RECORDING ENGINEER (RADIO)	N-6
RECORDING ENGINEER/PRODUCER	HY-5
ROBOCAM	N-5A
SATELLITE NEWS GATHERING	N-5A
SCENIC ARTIST	C-8
SCENIC CARPENTER	C-5
SCENIC CONSTRUCTOR	C-7
SCENIC CONSTRUCTOR (CREWLEADER)	C-9
SCENIC ESTIMATOR	C-7
SERVICE STAGEHAND	C-3
SET DECORATOR	C-6
SHORTWAVE RECEIVING STATION TECHNICIAN	N-5
SOUND EFFECTS	N-5B
SPECIAL EFFECTS COORDINATOR	C-6
SR. AUTOMATED CONTROL FACILITIES	N-7

TECHNICIAN	
SR. CENTRAL CONTROL ROOM TECHNICIAN	N-7
SR. ENG EDITOR	N-8
SR. FILM LABORATORY TECHNICIAN	N-6
SR. LIGHTING TECHNICIAN	N-6
SR. MAINTENANCE TECHNOLOGIST/INFORMATION TECHNOLOGIST	M-BI
SR. MAINTENANCE TECHNOLOGIST	N-8
SR. MAINTENANCE TECHNOLOGIST	M-B
SR. MAKE-UP ARTIST	C-7
SR. MECHANICAL RIGGER	N-6
SR. MECHANICAL TECHNICIAN (SACKVILLE)	N-7
SR. MICROPHONE BOOM TECHNICIAN	N-4
SR. ON-AIR BOOTH CONTROL TECHNICIAN	N-7
SR. PAINTER	C-4
SR. POST PRODUCTION AUDIO ENGINEER	N-8
SR. PROGRAM EDITOR	N-8
SR. RADIO MASTER CONTROL TECHNICIAN	N-7
SR. RADIO TECHNICIAN	N-6
SR. RECORDING ENGINEER (RADIO)	N-8
SR. SCENIC ARTIST	C-9

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SR. SET DECORATOR	C-7
SR. SOUND EFFECTS TECHNICIAN	N-6
SR. SPECIAL EFFECTS COORDINATOR	C-8
SR. STAGING RIGGER	C-8
SR. TV MASTER CONTROL TECHNICIAN	N-7
SR. TV TECHNICIAN	N-6
SR. VIDEOGRAPHER	N-8
SR. VIDEOTAPE PRODUCTION EDITOR	N-8
STAGEHAND	C-4
STAGING ASSISTANT	C-5
STAGING ASSISTANT (CREWLEADER)	C-6
STAGING CREWLEADER	C-6
STAGING RIGGER	C-7
SUPERVISING TECHNICAL INSTALLER	N-6
SUPERVISING TECHNICIAN	N-8
SUPERVISING TECHNICIAN/ASSOCIATE PRODUCER	HY-3
SWITCHER/DIRECTOR	HY-4
SYSTEMS TECHNOLOGIST – C	M-C
SYSTEMS TECHNOLOGIST/INFORMATION TECHNOLOGIST	M-CI
TECHNICAL INSTALLER	N-4
TECHNICAL INSTRUCTOR	N-8
TECHNICAL TRAINING OFFICER	MS-3
TECHNICIAN/ASSOCIATE PRODUCER	HY-1
TECHNICIAN-IN-CHARGE, TECHNICAL	N-3

STORES	
TELEPROMPTER OPERATOR	N-2
TRADES SPECIALIST	N-TS-1
TRADES SPECIALIST	N-TS-2
TV ASSISTANT	N-1
TV MASTER CONTROL ROOM TECHNICIAN (MTL & TOR)	N-5
TV TECHNICIAN	N-4
VIDEO JOURNALIST	HY-2
VIDEOGRAPHER	N-6
VIDEOTAPE PRODUCTION EDITOR	N-6
VTR PRODUCTION EDITOR/DIRECTOR	HY-4
WARDROBE ATTENDANT	C-3
WARDROBE COORDINATOR	C-5

Note: Maint/It Jobs will only be located in small locations but in other locations daily upgrades will be payable on a daily basis when the work is assigned by Mgmt.

**5.2** The following minimum salaries shall be in effect during the term of the Collective Agreement for the purpose of salary for the Classifications as in 0 and nothing prevents the Corporation from paying salaries above these scales. The Corporation is hereby authorized to negotiate salaries directly with any employee or prospective employee, provided that the negotiated salary exceeds the minimum salary.

**5.3** Any salary so negotiated between the Corporation and an employee is strictly confidential and the Union will



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not request information pertaining to any such employee's salary and the Corporation will not reveal any such information without the affected employee's express written consent.

Eff.	June/1/1998			January/1/1999			July/1/1999			July/1/2000		
	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly

4 yr	29307	1122.87	14.489	30186	1156.55	14.923	31092	1191.26	15.371	32025	1227.01	15.832
2 yr	32529	1246.32	16.082	33505	1283.72	16.564	34510	1322.22	17.061	35545	1361.88	17.573

Eff,	June/1/1998			January/1/1999			July/1/1999			July/1/2000		
	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly

5 yr	36260	1389.27	17.926	37348	1430.96	18.464	38468	1473.87	19.018	39622	1518.08	19.588
6 yr	41354	1584.44	20.444	42595	1631.99	21.058	43873	1680.96	21.690	45189	1731.38	22.340

Eff.	June/1/1998			January/1/1999			July/1/1999			July/1/2000		
	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly

6 yr	42297	1620.57	20.911	43566	1669.20	21.538	44873	1719.27	22.184	46219	1770.84	22.850
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3 yr	43272	1657.93	21.393	44570	1707.66	22.034	45907	1758.89	22.695	47284	1811.65	23.376
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Eff.	June/1/1998			January/1/1999			July/1/1999			July/1/2000		
	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly

3 yr	44303	1697.43	21.902	45632	1748.35	22.559	47001	1800.80	23.236	48411	1854.83	23.933
3 yr	45522	1744.14	22.505	46888	1796.48	23.180	48295	1850.38	23.876	49744	1905.90	24.592
3 yr	47129	1805.71	23.299	48543	1859.89	23.999	49999	1915.67	24.718	51499	1973.14	25.460

3 yr	48641	1863.64	24.047	50100	1919.54	24.768	51603	1977.13	25.511	53151	2036.44	26.277
MS-3												
2 yr	52024	1993.26	25.719	53585	2053.07	26.491	55193	2114.67	27.286	56849	2178.12	28.105
3 yr	54317	2081.11	26.853	55947	2143.56	27.659	57625	2207.85	28.488	59354	2274.10	29.343

Eff.	June/1/1998			January/1/1999			July/1/1999			July/1/2000		
	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly

5 yr	39349	1507.62	19.453	40529	1552.84	20.037	41745	1599.43	20.638	42997	1647.39	21.257
4 yr	47205	1808.62	23.337	48621	1862.87	24.037	50080	1918.77	24.758	51582	1976.32	25.501
4 yr	49565	1899.04	24.504	51052	1956.02	25.239	52584	2014.71	25.996	54162	2075.17	26.776
4 yr	51573	1975.98	25.496	53120	2035.25	26.261	54714	2096.32	27.049	56355	2159.20	27.861
4 yr	54152	2074.79	26.771	55777	2137.05	27.575	57450	2201.15	28.402	59174	2267.20	29.254
4 yr	56730	2173.56	28.046	58432	2238.77	28.887	60185	2305.94	29.754	61991	2375.13	30.647
4 yr	57025	2184.87	28.192	58736	2250.42	29.038	60498	2317.93	29.909	62313	2387.47	30.806
4 yr	59876	2294.10	29.601	61672	2362.91	30.489	63522	2433.79	31.404	65428	2506.82	32.346



3 yr	26074	999.00	12.890	26856	1028.97	13.277	27662	1059.85	13.675	28492	1091.65	14.086
3 yr	32066	1228.58	15.853	33028	1265.44	16.328	34019	1303.41	16.818	35040	1342.53	17.323
3 yr	35838	1373.10	17.717	36913	1414.29	18.249	38020	1456.70	18.796	39161	1500.42	19.360
3 yr	36701	1406.17	18.144	37802	1448.35	18.688	38936	1491.80	19.249	40104	1536.55	19.826
3 yr	39267	1504.48	19.413	40445	1549.62	19.995	41658	1596.09	20.595	42908	1643.98	21.213
3 yr	41173	1577.51	20.355	42408	1624.83	20.966	43680	1673.56	21.594	44990	1723.75	22.242
Start	23589	903.79	11.662	24297	930.92	12.012	25026	958.85	12.372	25777	987.62	12.744
Start	25937	993.75	12.823	26715	1023.56	13.207	27516	1054.25	13.603	28341	1085.86	14.011
3 yr	28104	1076.78	13.894	28947	1109.08	14.311	29815	1142.34	14.740	30709	1176.59	15.182
3 yr	30385	1164.18	15.022	31297	1199.12	15.473	32236	1235.10	15.937	33203	1272.15	16.415

Eff.	June/1/1998			January/1/1999			July/1/1999			July/1/2000		
	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly

3 yr	32858	1258.93	16.244	33844	1296.70	16.732	34859	1335.59	17.233	35905	1375.67	17.751
3 yr	35525	1361.11	17.563	36591	1401.95	18.090	37689	1444.02	18.633	38820	1487.36	19.192
3 yr	38412	1471.72	18.990	39564	1515.86	19.560	40751	1561.34	20.146	41974	1608.20	20.751
3 yr	41534	1591.34	20.533	42780	1639.08	21.149	44063	1688.24	21.784	45385	1738.89	22.437
3 yr	44909	1720.65	22.202	46256	1772.26	22.868	47644	1825.44	23.554	49073	1880.19	24.261
3 yr	48558	1860.46	24.006	50015	1916.28	24.726	51515	1973.75	25.468	53060	2032.95	26.232

4 yr	44716	1713.26	22.107	46057	1764.64	22.769	47439	1817.59	23.453	48862	1872.11	24.156
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Eff.	June/1/1998			January/1/1999			July/1/1999			July/1/2000		
	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly

4 yr	38054	1458.01	18.813	39196	1501.76	19.378	40372	1546.82	19.959	41583	1593.22	20.558
4 yr	26029	997.28	12.868	26810	1027.20	13.254	27614	1058.01	13.652	28442	1089.73	14.061
2 yr	44729	1713.75	22.113	46071	1765.17	22.776	47453	1818.12	23.460	48877	1872.68	24.164
2 yr	51058	1956.25	25.242	52590	2014.94	25.999	54168	2075.40	26.779	55793	2137.66	27.583

2 yr	57379	2198.43	28.367	59100	2264.37	29.218	60873	2332.30	30.094	62699	2402.26	30.997
Prob	37573	1439.58	18.575	38700	1482.76	19.132	39861	1527.24	19.706	41057	1573.07	20.298
2 yr	44503	1705.10	22.001	45838	1756.25	22.661	47213	1808.93	23.341	48629	1863.18	24.041

Eff.	June/1/1998			January/1/1999			July/1/1999			July/1/2000		
	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly

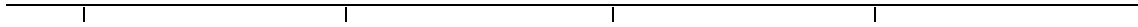
2 yr	49106	1881.46	24.277	50579	1937.89	25.005	52096	1996.02	25.755	53659	2055.90	26.528
2 yr	53707	2057.74	26.551	55318	2119.46	27.348	56978	2183.07	28.169	58687	2248.54	29.013
3 yr	42448	1626.36	20.985	43721	1675.13	21.615	45033	1725.40	22.263	46384	1777.16	22.931

3 yr	44303 1697.43 21.902	45632 1748.35 22.559	47001 1800.80 23.236	48411 1854.83 23.933
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Eff.	June/1/1998			January/1/1999			July/1/1999			July/1/2000		
	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly	Ann	Bi-Wk	Hrly

5 yr	52075	1995.21	25.745	53637	2055.06	26.517	55246	2116.70	27.312	56903	2180.19	28.132
4 yr	56653	2170.61	28.008	58353	2235.75	28.848	60104	2302.84	29.714	61907	2371.92	30.605
5 yr	56155	2151.53	27.762	57840	2216.09	28.595	59575	2282.57	29.452	61362	2351.03	30.336
5 yr	62837	2407.55	31.065	64722	2479.77	31.997	66664	2554.18	32.957	68664	2630.80	33.946





## **6 GENERAL SALARY PROVISIONS**

**6.1** Employees shall be paid according to the wage schedule of the classification to which they are assigned.

**6.1.1** When a temporary employee is rehired, within a twelve (12) month period, into the same group or into a lower group than the one previously employed, the employee shall receive credit for previously accumulated time, calculated to the last completed month of service. Such service credits shall determine the wage level within the group to which the temporary employee is rehired.

**6.2** Progression up the salary schedule within each classification shall automatically occur on the first day of the first two (2) week pay period nearest the employee's semi-annual or annual anniversary date of appointment, transfer or promotion to the wage classification.

**6.3** When an employee is transferred into a higher pay classification, the employee shall move into the higher salary scale and receive at least the equivalent of one (1) full increment of the former group, and shall automatically progress upward on the first day of the first two (2) week period nearest the annual anniversary date of the upgrading.

**6.3.1** An employee who has been promoted and is not confirmed and elects not to accept the promotion during the trial period will be returned to the employee's previous classification at the previous rate of pay.

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

The Corporation undertakes to place such employees in a vacant job falling within their wage group without the necessity of such employees applying for such positions.

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

**6.4.2** The Corporation will notify the National Offices of the Union of such regrouping.

**6.5** Employees will be paid on a bi-weekly basis through direct deposits with pay day occurring on the second Thursday of each fourteen (14) day period which begins on Monday and ends on Sunday.

**6.5.1** The Corporation shall continue to provide a

Statement of Earnings paid in accordance with the current payroll system.

## **7 WORK WEEK AND DAYS-OFF**

**7.1** The following provisions of this Article, when Local Union approval is received, may be modified at the request of two-thirds (2/3) majority of the employees concerned. Such modification shall require Local Management approval and prior to implementation, approval of the parties at the National Level. Such approval will not be unreasonably withheld.

**7.2** The work week shall be 38 3/4 hrs and shall commence at 0001 hours Monday. The hours of work shall be exclusive of meal periods, but inclusive of break periods.

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

The movement into such days-off can only be accomplished by the assignment of the days-off as Saturday and Sunday in the week immediately preceding the week in which the days-off are split. Subject to the provisions of Article 0, the pattern of Sunday-Monday as days-off may then continue but may only be exited from by scheduling Monday and Tuesday as days-off in the week following the last week in which the days-off were split.

The pattern should be as follows:

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

**7.3.1** The Corporation shall schedule such days-off to include both Saturday and Sunday as frequently as possible. Unless otherwise agreed to by the employee and the Corporation, Saturday and Sunday shall be scheduled as days-off at least twelve times (12x) a year. In any event, days-off shall include Saturday or Sunday or both at least fifteen times (15x) a year including days-off scheduled consecutive with or during periods of leave.

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

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

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

**7.6.1** Work performed on a day-off or a statutory holiday will be credited on a one and one-half (1 1/2) times basis with a minimum credit of seven and three-quarter (7 3/4) hours. Work performed beyond twelve (12) hours will be credited on an extra one-half times (1/2) basis.

**7.6.2** Work on a second scheduled day-off will be credited on a two (2) times basis with a minimum credit of

seven and three-quarter (7 3/4) hours. Work performed beyond twelve (12) hours will be credited on an extra one-half (1/2) times basis.

**7.7** An employee may refuse to work on a day(s)-off as referred to in Article 0. This right of refusal shall not apply to work on a day-off scheduled in accordance with Article 0. However, in the event all available employees who normally perform the duties required, refuse to work, the Corporation may assign the work to one of the employees in the group who normally performs these duties. An available employee shall be understood to be an employee who can be contacted and who can report for work within a reasonable period of time.

**7.7.1** Notice of cancellation of unscheduled work on a day-off or on a holiday (as defined in Article 0) shall be given not later than 1700 hours of the previous day. If such notice is not given, the employee shall be paid for his normal shift at the appropriate rate.

## **8 SHIFTS**

**8.1** A shift is defined as the hours in a day scheduled and/or assigned to an employee with a standard working day of: 7 3/4 hrs

The shift includes break periods and clean-up time but does not include time worked as Call Back (Article 0) or meal periods given in accordance with Article 0, calculated to the end of the last quarter (1/4) hour in which work was

performed.

The necessity for clean-up time and the amount of time required in any instance will be determined by Management.

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

**8.1.1** An employee's shift shall not commence later than 2000 hours of the day prior to a day(s)-off.

**8.2** Any work day that is broken through authorized absence with pay (e.g., short term disability, annual, special leave or any other absence with pay) will not reduce the minimum shift but will reduce any overtime hours by one (1) hour for each hour of absence.

Absence without pay will reduce the shift by one (1) hour for each hour of absence.

**8.3** An employee's time card shall not be changed without notification to the employee when such change results in a reduction of the employee's claim. Such notification must be within ten (10) work days of the discovery of the error causing such reduction.

**8.3.1** Notwithstanding the provisions of Article 0, at the employee's request, the employee may have access to the time records for each overtime period.

## **9 SCHEDULING**

**9.1** Each employee's schedule for any week shall be posted as early as possible but in no event later than 1700 hours Friday of the second week prior to the week in question. This posting shall include days off, the starting and finishing times, and the duration of the meal period(s) for each work day of the week.

**9.2** Posted schedules, including days off, may be changed no later than the end of a shift the day before for the following reasons:

authorized Union activity with pay,

events of major political, economic, or social importance of which the Corporation had not or could not be expected to have prior knowledge, (i.e. death of a politician or a celebrity, a disaster or a sudden national or world crisis or national/international sports playoffs).

**9.3** For employees assigned to TV Drama productions, TV Variety productions, Mobiles (TV and/or Radio), and out-of-town assignments, schedules except days off may be changed for such assignments only while on such assignments, and no later than the end of the shift the day before.

**9.4** Changes in posted days-off may be made only with the written consent of the employee.

Other changes in scheduled working hours may be made seventy-two (72) hours prior to the start of the employee's



scheduled start of shift or within seventy-two (72) hours with the employee's consent.

**9.5** Schedules except days off may also be changed as soon as possible but no later than the end of the shift the day before where there are circumstances beyond the Corporation's control. Examples of such circumstances could be weather, power failures, unexpected illness cover-off.

**9.6** Cancellation of scheduled work on a day off may only be made for the reasons contained in 0 and 9.5 and no later than the end of the shift the day before.

**9.7** The posting of weekly schedules and any subsequent posted changes to these schedules shall be considered to be notification to the employees except that: when such posting will not notify the employee of a change in schedule within the required time limits, notice shall only be considered given as of the time it is communicated to the employee personally, or is conveyed to a responsible person at the employee's residence in such a manner as to be reasonably certain of being communicated to the employee.

Prior to going on leave of five (5) days or more, an employee shall be given in writing a pre-arranged time to report back. This time, however, may be rescheduled later, but not earlier than the pre-arranged time. It is the Corporation's responsibility to inform the employee of any change in schedule.

**9.8** It is the responsibility of an employee to report to the supervisor in charge of scheduling as early as possible when the employee is going to be absent from an assignment. It is the intent that this advice shall be given to the supervisor at least one (1) hour in advance of the scheduled starting time.

**9.8.1** It is the responsibility of an employee to report to the supervisor in charge of scheduling advising as early as possible of availability for duty following absence due to illness.

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

**10.1** The provisions of this Article may be modified by mutual agreement of the parties at the Local Level. Prior to implementation such modifications must be approved by the parties at the National Level.

**10.2** Break periods are considered as time worked, except as provided herein. Meal periods are not considered as time worked.

### **Meal Periods - Duration thirty (30) or sixty (60) minutes**

**10.3** A first meal period of thirty (30) minutes or sixty (60) minutes shall be assigned and given during every shift of five (5) hours or more.

**10.3.1** The Corporation will provide sufficient time in addition to meal periods to an employee on remote assignment when suitable eating facilities are not available or provided on location.

**10.4** The first meal period shall begin only after two and one-half (2.5) hours have elapsed since the beginning of a shift and shall be completed by the time five and one-half (5.5) hours have elapsed since the beginning of a shift.

**10.5** In shifts of eight (8) hours or more subsequent meal periods will be scheduled within the fourth, fifth or sixth hours since the last meal period should have been completed.

**10.6** An employee whose meal is displaced outside the appropriate meal period will be credited with the following

**i)** by less than two (2 ) hours shall receive one (1) hour's credit to be taken in time off in lieu as per Article 11.5

**ii)** by two (2) hours or more shall receive two (2) hours credit to be taken in time off in lieu as per Article 11.5

An employee whose meal is missed shall be credited with two (2) hours to be taken in time off in lieu as per Article 11.5.

**10.7** Twelve dollars (\$12.00) shall be allowed to compensate for the cost of each of the second and subsequent meals.

**10.7.1** The twelve dollar (\$12.00) meal payment provided in 10.7 shall not apply when:

travelling on common carrier where the carrier provides a meal,

an employee on remote assignment is entitled to compensation for meals through travelling,

meal is provided (consideration will be given to special dietary needs where it is known in advance).

**10.8** The parties recognize employees' desire to drink coffee or other beverages at their work places. The guidelines for such consumption shall be determined by local joint committees, taking into account specific requirements of different work places.

***Break Periods - minimum duration fifteen (15) minutes***

**10.9** Employees shall be entitled, during a shift, to two (2) break periods which may be taken away from their immediate work area. The first break period will be given between the employee's starting time and their first meal period, and the second between the end of the first meal period and their finishing time, and in shifts over eight (8) hours, additional fifteen (15) minute break periods will be given within each additional four (4) hour period.

***Emergency Response***

**10.10** The Corporation must be able to respond to emergency situations and therefore personnel in transmitter and building maintenance may be required to carry a communication device such as a beeper or cellular phone.

Where a meal period is terminated for such personnel, as a response to an emergency situation, the employee will be compensated at one and one half (1 1/2) times basic rate for such meal periods.

## **11 OVERTIME**

**11.1** Overtime shall be paid at one and one-half (1 1/2) times the basic hourly rate for all hours worked in excess of a daily shift as defined in 0, to a maximum of twelve (12) hours. Hours worked in excess of twelve (12) hours shall be paid at two (2) times the basic hourly rate. Overtime shall be computed to the end of the last quarter (1/4) hour worked.

**11.2** Work performed on a day-off or a statutory holiday will be credited on a one and one-half (1 1/2) times basis with a minimum credit of seven and three-quarter (7 3/4) hours. Work performed beyond twelve (12) hours will be credited on an extra one-half times (1/2) basis.

**11.3** Work on a second scheduled day-off will be credited on a two (2) times basis with a minimum credit of seven and three-quarter (7 3/4) hours. Work performed beyond twelve (12) hours will be credited on an extra one-half (1/2) times basis.

**11.4** It is the intention of the Corporation to provide employees with as much advance notice of extra hours to a shift as possible.

**11.4.1** The Corporation will, wherever possible, assign overtime in such a manner so as to try to equalize the opportunities among those qualified and willing to work the overtime, on a departmental basis.

### *Banking of Time Off in Lieu*

**11.5** Subject to making intentions known on a time record, an employee may elect to accumulate overtime hours and take in each fiscal year leave in lieu of pay for work performed beyond the scheduled work day, on a scheduled day-off or holiday converted to basic hours, in addition to hours accumulated in displaced meals. By mutual agreement, the employees may add such time off to annual leave credits or it may be taken at other times.

**i)** However, the leave credit option applies only to the equivalent of half or full days based on the accumulated work hours of eligibility. Any hours in excess of this eligibility will be paid at the appropriate rate.

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

**iii)** Such accumulated time may be taken off at times mutually agreeable to the employee and the Corporation. However, the Corporation may, on a quarterly basis, "buy-back" at the basic rate, accumulated time not used during the preceding quarter(s).

**11.5.1** Following the end of a calendar year, the Corporation may "buy back" at the rate originally earned,

any days outstanding that is any days that have not been taken or ear-marked to be taken in conjunction with the following year's annual leave or such other time as mutually agreed to. Such arrangement must be made by January 15 of the following year.

If the agreed to schedule for disposition of remaining time in lieu credits cannot be met or rescheduled by mutual agreement, the Corporation will pay such credits in the next overtime period at the rate originally earned.

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

Regardless, the employee is entitled to begin a new accumulation of lieu days for the new year even though the employee has lieu credits from the previous year, ear-marked for the next fiscal year.

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

**11.6** It is agreed that other options to daily overtime are available such as:

- i) Prepayment of overtime;
- ii) Buy-out of expected overtime;

In certain circumstances, the parties agree that these options where mutually agreed can be utilized.

## **12 SELF-ASSIGNING EMPLOYEES**

**12.1** There will be two categories of self-assigning employees:

**i)** Self-assigning (scheduled):

Employees in this category will have days of work posted but not hours. When required and authorized to work overtime, work on a day off or on a statutory holiday they will be paid in accordance with the overtime provisions of this agreement.

Such employees will generally determine their hours of work and taking of meals. Except for circumstances out of the employee's control (e.g. weather, power failures or unexpected illness cover-off) the following provisions of the Collective Agreement do not apply: work week and days off, shift schedules, call-back, turn-around period, posting of schedules, change of schedules, meal periods.

Examples of such employees may be:

Remote Area Transmitter Technician

System Technologist/Consulting Technologist

Supervising Technician

Training Officer

Designer



**ii) Self-assigning (unscheduled):**

Employees in this category will not be scheduled or assigned hours or days of work but will arrange his/her hours, days of work and days-off in order to complete their assignment. Such assignment would be a specific project with an allotted number of hours for completion, and Management will determine the number of hours.

If a project requires overtime, the overtime requirements will be mutually agreed in advance and re-confirmed regularly for the duration of the project. Such overtime will be paid at time and one half (1 1/2) of basic rate or taken as time off in lieu.

Employees in this category will determine their hours of work and taking of meals. The following provisions of the Collective Agreement do not apply to them: work week and days off, shift schedules, call-back, turn-around period, overtime, posting of schedules, change of schedules, meal periods.

Examples of such employees may be:

Recording Engineer

Post-Production Audio Engineer

VTR Production Editor

Training Officer

Designer

**12.2** It is mutually agreed that certain employees fall into the self-assigning category on a regular basis and that others are self-assigning on a "per occasion" basis while

engaged on specific projects of one week or more.

**12.2.1** Employees will be advised two weeks in advance of when they are expected to be self-assigning for a specific project. That advice will include such things as the expected duration of the assignment.

**12.3** Employees may request to be self-assigning. Where it is in the mutual interest of the employee and the Corporation to have a self-assigning arrangement, approval will not be unreasonably withheld.

**12.4** With the exception of Remote Area Transmitter Technicians (self-assigning (scheduled)), employees may refuse self-assigning status.

## **13 SHIFT DIFFERENTIAL**

**13.1** For scheduled employees, all work performed between midnight and 7:00 a.m. shall be compensated for at fifteen percent (15%) of the basic hourly rate in addition to regular salary. This additional payment applies only to the time worked between midnight and 7:00 a.m. The minimum differential payment under this Article shall be \$3.21.

Night shift differential shall not be deemed overtime or part of the base pay.

## **14 CALL-BACK**

**14.1** Call-back occurs when a scheduled employee after leaving work is required to report back to work to perform duties which are expected to be completed before the commencement of the employee's next scheduled shift.

**14.2** An employee called back to work shall receive a minimum of three (3) hours pay at time and one half times (1 1/2x) the regular rate or time and one half (1 1/2x) the regular rate for all hours worked on such a call-back, whichever is greater. Time worked shall be calculated from the time of the call.

**14.3** An employee receiving telephone calls at home from a supervisor or a person delegated by a supervisor, concerning urgent operational matters where they are required to work at home, will be compensated by one and one-half (1 1/2) hour's pay at the basic rate. Where a telephone call exceeds one hour, Clause 0 will apply.

**14.4** Call-back does not apply to schedule changes or when the Corporation requires an employee to attend a meeting on a regular day-off or before or after their shift. In such cases, the overtime provisions shall apply.

**14.5** Cancellation of call-back before the employee has left their residence will not require any payment.

**14.6** This Article shall not apply to calls concerning scheduling.

## 15 TURN-AROUND PERIOD AND ENCROACHMENT

**15.1** A turn-around period is the period of at least twelve (12) hours between the end of one shift and the commencement of the next shift.

**15.2** For the sole purpose of computing encroachment when a holiday is scheduled off and is not consecutive with days-off, there shall be thirty-six (36) hours between the end of the last shift before such holiday off and the beginning of the shift next following such holiday off.

**15.3** Any amount of time less than:  
the twelve (12) hour turn-around period defined in Article [15.1](#)  
or  
the thirty-six (36) hour period defined in Article [15.2](#)  
or  
the periods defined in Articles [15.9](#) and [15.10](#)  
between the sign-out time of one shift or the sign-out time on a call-back (Article [14](#)) which encroaches on the sign-in time of the next shift shall be paid for at an additional one-half (1/2) the basic hourly rate.

**15.4** No payment shall be made for encroachment arising from work assigned on the day following sick leave, special leave, annual leave of five (5) days or more, leave with pay for Union activities or absence without pay.

**15.5** No payment shall be made for encroachment

resulting from a swing in shift on a rotating shift pattern which occurs in conjunction with an employee's scheduled days-off, except that:

**15.5.1** On such swing in shift, if, as a result of the advancement of the entire shift, the regularly scheduled turn-around period is reduced by more than two (2) hours, those hours in excess of two (2) shall be paid in accordance with Article 15.3

**15.6** An employee's rotating shift pattern will be considered broken if a shift within that pattern is advanced or retarded by more than two (2) hours, in which event encroachment will apply in the work week in which such changes occurred except for changes made to a shift following days-off as provided for in Article 15.5.1

**15.7** A rotating shift is not broken when the original shift is worked and hours are added before and/or after the shift to extend the original assignment.

**15.8** Problems associated with rotating shift patterns will be reviewed by the Local Joint Committees in the best interest of the employees affected and operational requirements at the location.

**15.9** For the purposes of calculating turnaround, scheduled days-off, for whatever purpose, shall consist of twenty-four (24) hours for each scheduled day-off plus a turn-around period of twelve (12) hours.

**15.10** An extra day-off shall consist of twenty-four (24) hours only when scheduled separately from regular days-

off. However, each extra day-off scheduled consecutive to scheduled day(s)-off will add twenty- four (24) hours to the period described in Article 15.9

## **16 TEMPORARY UPGRADES**

**16.1** The Corporation has the right to temporarily upgrade employees to meet operating requirements, provided that such activity does not avoid the filling of a vacancy.

**16.2** Temporary needs in excess of twelve (12) consecutive weeks will be posted locally for three (3) days. The postings will contain the same information as is included in notices of vacancy for permanent work as described in Article 0 (Posting of Vacancies).

**16.3** An employee shall have the right to refuse a temporary upgrade or promotion and a refusal shall not prejudice their employment in any manner whatsoever. However, if no other candidate is found, the Corporation may assign. Such assignments cannot be the subject of disciplinary measures or performance reviews.

**16.4** Employees temporarily upgraded to perform the principal functions of a higher salary group within the bargaining unit for no longer than a period of four (4) consecutive work weeks, shall receive a flat amount per shift for the duration of the upgrade according to the following:

to a higher salary job within the entry level \$15.00

into the generalist level     \$20.00  
to a higher salary job within the generalist level  
   \$20.00  
into the lead hand level     \$25.00  
to a higher salary job within the lead hand level  
   \$25.00  
into the specialist level     \$25.00  
to a higher salary job within the specialist level  
   \$30.00

**16.4.1** Employees assigned to work in a higher salary group within the bargaining unit in excess of four (4) weeks will receive for the duration of the upgrade, the step of the higher salary group closest to their current salary which results in an increase, computed according to the promotion formula in Article 0. Anniversary increases will also be provided in the higher group, and time spent working on this basis will count towards the anniversary increases in the higher group.

**16.4.2** Employees performing the principal functions of a higher salary group to cover meal and break periods to a maximum of one and one half (1 1/2) hours a day are not eligible for an upgrade.

**16.5** Where operational requirements permit, a continuing employee who applies for a temporary promotion in their location, and meets the occupational qualifications for the temporary assignment, shall be granted the

temporary promotion.

It is agreed that, while temporary promotions do not qualify an employee for permanent positions, experience gained during such promotions will be considered relative to subjective and objective criteria. This Article 0 is not subject to the grievance procedure.

**16.6** During a temporary assignment to a management position none of the provisions of the Collective Agreement shall apply. The duration of the assignment will be to a period of up to two (2) years. If the employee returns to the bargaining unit, the employee will return to the same position held prior to the temporary assignment and at the same salary plus any raises granted in the interim. Employees will not be obliged to accept such a temporary assignment.

## **17 HOLIDAYS AND HOLIDAY PAY**

**17.1** The following shall be paid holidays:

New Year's Day,

Good Friday,

Easter Monday,

the date proclaimed as the Reigning Monarch's Birthday,

Canada Day,

Labour Day,

Thanksgiving Day,



Remembrance Day,  
Christmas Day and Boxing Day,  
plus any day duly proclaimed by federal, provincial or  
municipal authority as a public holiday in the area in which  
the place of employment is located.

**17.1.1** In addition, any other holiday so declared by the Corporation and granted to other staff as a whole, either locally or nationally, shall also be given to employees covered by this Agreement in the area affected. Employees in P.E.I. shall receive a paid holiday on the first Monday in August until such time as the Provincial or Municipal authority declares a public holiday for P.E.I. The Corporate Human Resources Leave Policy will apply to the declaration of additional holidays at Christmas and New Year's.

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

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

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

- i) employee participation in organized recreational

activities,

**ii)** because of inclement weather,

**iii)** and for any other reason,

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

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

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

**17.5** Where a public holiday of less than one (1) day's duration is proclaimed by federal or provincial authority, employees will be compensated for a minimum of four (4) hours or the actual number of hours specified in the proclamation in accordance with the foregoing provisions.

**17.6** When a shift on a paid holiday is interrupted by an employee falling ill or being absent because of personal contingencies, the employee will be credited at the

appropriate rate only for those hours of the shift in which work was performed.

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

if the employee does not work on the holiday (unless excused), or

if on both the working day prior to and the working day following the holiday the employee is absent without pay, or

if the employee is not otherwise entitled to pay for the work week in which the holiday occurs, unless on leave without pay for Union activities as provided in Article 0.

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

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

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

**18.1.1** Preferences shall be taken on the basis of Corporation seniority in accordance with Article 0.

## **19 TRAVEL**

**19.1** When travelling on Corporation business, employees shall be reimbursed for all expenses as incurred and as authorized. An employee who is called upon to accompany a person receiving a per diem in excess of that provided by the Corporation's Travel Policies shall be entitled to the same daily allowance as the person with whom the employee accompanies. The intent of this Article to ensure fair and just treatment of employees, and to ensure an accurate, timely and proper accounting by employees with respect to expenses incurred when travelling on Corporation business and to further ensure that:

- i)** employees are to travel by the most economical and efficient means;
- ii)** employees are to travel by the approved common carrier where possible, provided that the mode of transportation chosen is most advantageous to the conduct of Corporation business;
- iii)** travel is to be by the shortest direct route, and advantage should be taken of return ticket rates and special fares;
- iv)** additional expenses incurred for personal reasons such as personal stopovers will not be allowed;

**19.1.1** Prior to departure, the Corporation will provide travel advances in accordance with the Corporation's Travel Policy (e.g. credit card, cash card, standing advance).

**19.2 Travelling Time Credits**

**19.2.1** For pay purposes, regularly scheduled employees shall be credited with all time spent in travelling on Corporation assignment except as provided in 0.

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

**19.3** On secondment or training as detailed in the Corporation's Travel Policy, a reduced per diem allowance may be set in advance for periods in excess of five weeks where a self-contained apartment or similar accommodation is provided. The employee and the Union will be advised in writing, indicating the circumstances for such a reduction as soon as the Corporation sets such a reduction.

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

**19.5** Employees on overnight out-of-town assignments will be entitled to single room accommodation. When available at the location concerned, a single room with shower and/or bath facilities will be provided. However, due to circumstances beyond the control of the Corporation, it may not be possible to secure single room accommodation

due to the nature of the location and the facilities available. Members of this bargaining unit will not be discriminated against in such cases.

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

**19.7** An employee on return from an overseas assignment who travels through four (4) time zones or more, shall be entitled to a minimum of eighteen (18) hours turnaround prior to their next shift.

**19.8** An employee who is assigned outside the local area but within Canada for a continuous period in excess of eight (8) weeks will be entitled to one return trip to home base at Corporation expense for each five (5) weeks of such assignment.

**19.9** For out-of town assignments of seven (7) days or more, employees may be assigned their days off while out of town. Such days off shall not be considered as work on a day off.

**19.10** Operational requirements permitting, for out-of-town assignments, the Corporation will, where possible, assign days off at the home location prior to and/or following the out-of-town assignment.

**19.11** Travel To and From Work

**19.11.1** Taxi cabs shall be provided at the expense of the

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

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

With reference to the Human Resource Policy 9.2 - Local Transportation Policy (ref. page 244) the definition of "local area" will not be changed without prior discussion with the Local Union.

#### **19.12 Travel Accident Insurance**

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

**19.12.2** It shall be the Corporation's responsibility to adequately insure and protect an employee who is required to be involved in the operation or transportation of a vehicle which is used on or for a program.

#### **19.13 Use of Employee's Car**

**19.13.1** It is expressly agreed that the use of an employee's car in executing the business of the Corporation is not compulsory. However, if an employee uses their own car with prior authorization from the Corporation for this purpose the provisions of the Corporation's Travel and Local Transportation Policies shall apply. On remote assignments in an urban area, mileage shall be computed from the studios to remote point(s) back to the studio. At the employee's request such authorization will be given in writing.

**19.13.2** The rates shall be as follows:

**i)** At request of employer:

Manitoba	30.0 cents a kilometre
Saskatchewan	30.0 cents a kilometre
Alberta	30.0 cents a kilometre
New Brunswick	31.0 cents a kilometre
Nova Scotia	31.0 cents a kilometre
P.E.I.	31.0 cents a kilometre
British Columbia	32.0 cents a kilometre
Ontario	32.0 cents a kilometre
Newfoundland	32.0 cents a kilometre
Quebec	33.5 cents a kilometre
N.W.T. / Yukon	36.0 cents a kilometre

or a minimum of two (\$2.00) dollars per diem, whichever is the greater, for each day the employee's automobile is used on Corporation business.



ii) At request of employee:  
All locations 10.0 cents a kilometre

**19.13.3** Transmitter Technicians using their own automobile to travel to and from the transmitter location, will be paid a mileage allowance at the rate of fourteen (14) cents per kilometre per round trip (maximum forty (40) kilometres), provided that the transmitter is not serviced adequately by public transportation.

A special winter allowance may be paid, not to exceed twenty dollars (\$20.00) per month nor for a period in excess of six (6) months, per year, as determined by Local Management.

Requests for Transmitter Technicians' mileage allowances and special winter allowances will be forwarded to the Regional Engineer for authorization.

**19.14** Other approved expenses can be allowed in accordance with the policy on travel.

## **20 WORKING CONDITIONS AND SAFETY**

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

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

**20.1.1** The Corporation will carry on its operations in a manner that will not endanger the health and safety of any of its employees and shall adopt and carry out reasonable procedures and techniques designed or intended to prevent or reduce the risk of physical injury in its operations. Employees shall take all reasonable and necessary precautions to ensure their own safety and the safety of all fellow employees. Working conditions and employee facilities will be maintained in a clean and sanitary condition by the Corporation. Complaints arising under this Article should initially be referred to the Local Health and Safety Committee.

**20.1.2** Employees assigned to the maintenance and/or quality assurance checks of a transmitter, shall not be required to work beyond the interlock of the protective relay system when the power is on the transmitter.

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

charged against any of the employee's leave credits.

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

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

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

**20.3** The Corporation shall supply adequate protective clothing and/or safety devices for employees on assignments (e.g. remotes, towers, transmitters, etc.) where conditions require their use and to supply other special attire when required. When such clothing or devices are supplied for an employee's protection, their use is mandatory.

**20.3.1** The employee shall not be held responsible for the maintenance or the normal wear or accidental damage

caused to the protective clothing and/or safety devices supplied by the Corporation.

**20.3.2** Radio Studio Attendants shall be supplied protective clothing. Type and use of clothing to be decided at Local Joint Committees.

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

**i)** shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;

**ii)** shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;

**iii)** shall cooperate with any occupational health service established to serve the workplace;

**iv)** may establish and promote safety and health programs for the education of the employees represented by the Committee;

**v)** shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;

**vi)** may develop, establish and maintain programs, measures and procedures for the protection or improvement

of the safety and health of employees;

**vii)** shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;

**viii)** shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;

**ix)** shall cooperate with safety officers designated by the Minister of Labour;

**x)** may request from the Corporation such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace; and

**xi)** shall have full access to all Government and employer reports relating to the safety and health of the employees represented by the Committee but shall not have access to the medical records of any person except with the consent of that person.

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

**i)** Meetings will be held at least once a month. Special meetings required on an urgent basis shall be held at the call of either co-chairperson, who should both be

present at that meeting. The absence of one of the co-chairpersons will not prevent the holding of an emergency meeting.

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

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

**iv)** The Committee shall have two (2) co-chairpersons of equal standing chosen from the members of the Committee, one being an employee representative selected by the employee representatives in the Committee and the other being a managerial representative selected by the managerial representatives on the Committee. The Union/Association whose representative is chosen as a co-chairperson may nominate another representative of that Union/Association as their designate. The managerial representative may also be replaced in the same fashion. The chairmanship shall alternate monthly or as agreed by the Committee.

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

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

**20.4.2** Complaints referred to the local Health and Safety Committee shall be dealt with in accordance with the appropriate sections of the Canada Labour Code. In the event that a complaint is not resolved by the local Health and Safety Committee, the Union may file a grievance at the National Level which would be processed in accordance with Article 0 of the Collective Agreement.

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

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

Also, Part IV, Sections 81 and 82 "Duties of Employers" and Sections 84 - 90 "Employment Safety" which includes reference to Refusal to work if danger.

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

Where this Agreement provides more favorable language, it

shall take precedence.

**20.6 Working Clothes and Safety Devices - B.T.G. & B.S.G. Units Only**

**20.6.1** The Corporation shall continue to supply and maintain working clothes and/or safety devices to those classifications which now receive them. When clothing is issued, its wear is mandatory.

**20.6.2** The Corporation will provide and maintain the following items of clothing:

**i) Painters:**

6 shirts (3 for winter, 3 for summer)

3 pairs of overalls

**ii) Air-conditioning and Boiler Room staff and Electricians:**

6 shirts (3 for winter, 3 for summer)

6 pairs of trousers (3 for winter, 3 for summer)

Coveralls

**iii) Other classifications:**

6 shirts (3 for winter, 3 for summer)

6 pairs of trousers (3 for winter, 3 for summer)

2 smocks (3/4 length)

In addition to the above, the following clothing will be available as required:

raincoat



pair of rubber boots  
waterproof jacket with hood (3/4 length)  
parka

**20.6.3** The Corporation will reimburse BTG employees with the cost of approved safety footwear appropriate to the nature of the work performed which specifically features a steel toe, steel shank, non-skid sole and meets C.S.A. standards on the following basis:

**i)** in the case of present employees who do not have safety footwear, they will be reimbursed for the initial purchase. Upon agreement that replacement safety footwear is required and upon submission of proof of purchase, the Corporation will pay 100% of the cost. In the case of new employees, they shall be paid upon commencement of employment.

**ii)** in the event of damage to such footwear received in the line of duty, the Corporation will reimburse the employee for the cost of any necessary repairs or replacement. In the case of repair, the employee is responsible to ensure that the repaired footwear continues to meet the standards necessary for C.S.A. approval.

**iii)** employees who are provided with safety footwear must continue to wear them on the job in order to maintain their eligibility for subsequent reimbursement of the cost of replacement footwear.

**20.6.4** Cleaners

The cost of cleaning and maintaining the clothing and

equipment will be borne by the Corporation. The employee is responsible for ensuring that the uniforms are maintained in good repair.

New uniforms to be supplied to Cleaners every two years

Clothing for inclement weather to be supplied every two years when their use is required and approved.

Cleaners to be supplied with shirts and pants; smocks where appropriate

Rubber gloves will be made available as required, on request.

Facilities are to be provided at each location for safekeeping and personal effects.

## **21 EMPLOYMENT STATUS**

**21.1** All employees covered by this agreement shall be considered full-time continuing employees of the Corporation except as hereinafter provided.

**21.1.1** All full-time employees shall be probationary employees for a period of six (6) months, which may be extended by an additional (3) months, from the date of their hiring. During the probationary period, Article 0 need not apply and the Corporation may release an employee at any time. At Management's discretion, this probationary period may be extended by a period equivalent to any absence with or without pay.

**21.2** A temporary employee is one hired on a regular or occasional basis for such reasons as but not limited to: covering absences of regular employees (i.e. sickness, maternity leave, vacations, summer relief), peak workloads or special projects. Temporary employees will not be hired to avoid filling a vacancy for a full-time job or to eliminate or displace a full-time continuing employee. Temporary employees shall be paid on an hourly basis for the wage classification to which they have been assigned. Whenever a temporary employee has been employed on a continuous basis in the same location and media for eighteen (18) or more months, (24 months in the case of LTD cover-off) a full-time job will be created and must be posted and filled. The Union will give due consideration under Article 24.2 to waiving the posting requirements where the Corporation wishes to make the incumbent temporary employee a full-time employee in the created position.

It is agreed and understood that vacations, lieu time, and leaves do not constitute a break in the continuous service referred to above.

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

**i)** Article 0 - Staff Reduction

**ii)** Temporary employees working on a regular weekly basis shall be given (two) 2 weeks notice, in advance of the proposed termination, or (two) 2 weeks pay in lieu of notice. Temporary employees hired to work on a specific project of a pre-determined length of time, or for vacation relief or to

cover parental or child care leave, shall be considered to have received notice at the time of hiring.

Temporary employees hired on a daily basis, or a sporadic basis will not require notice of termination as provided in the Agreement due to the very nature of their assignment.

**iii)** Article 0 - Technological Change

**iv)** Temporary employees hired for a period of under three (3) continuous months will enjoy the full benefits and entitlements to this Agreement pro-rated for time worked, and twelve and one-half (12.5) percent added to their salaries for benefits.

**v)** Temporary employees hired for a period in excess of three (3) continuous months will enjoy the full benefits to this Agreement pro-rated for time worked with the exception of LTD and pension, subject to the restrictions contained in the various benefit plans.

Holidays shall apply except that temporary employees hired for a period of under three (3) months shall be entitled to pay for a general holiday on which they do not work calculated on the basis of one-twentieth (1/20) of the wages earned during the thirty (30) calendar days immediately preceding the general holiday.

Temporary employees hired for a period of under three (3) months shall receive six percent (6%) vacation pay in lieu.

**vi)** Article 0 - Scheduling

**vii)** Banking of time off in lieu

**viii)** Article 0 - Discipline as it applies to dismissal.

## *PART-TIME*

**21.3** A part-time employee is one who is ordinarily required to work less than the regular full-time hours per week (excluding overtime) and who may be hired on a continuing basis. Such continuing work will be limited to holidays and weekends.

**21.3.1** Continuing part-time employees will require two (2) weeks notice of termination.

**21.3.2** The Corporation acknowledges the continuing need for full-time employees with regard to the proper operation of the organization. The parties also recognize the need for part-time employment in a variety of situations filling a variety of needs. Such part-time employment can be used according to 0 within a location or work area subject to the following conditions:

**i)** The hiring of part-time persons will not replace or displace other flexible work arrangements currently outlined in the Collective Agreement.

**ii)** Part-time employees where possible will have their hours posted in accordance with Article 0. Schedule changes will be in accordance with Article 0. Daily hours posted will be a minimum of four (4).

**iii)** When full-time vacancies become available, part-time and temporary employees at the location will be given special consideration if they choose to apply for such a position(s).

**iv)** Full-time employees will not be forced in any way to revert to or accept part-time employment.

**v)** Remuneration for part-time work will be as per the scales in the Collective Agreement pro-rated for actual time worked.

**vi)** Meal and break periods for part-time employees will apply only where a shift is in excess of four (4) hours.

**vii)** When part-time employees are required for holidays, they will be paid one and one half (1 1/2) times their hourly rate.

**viii)** Part-time employees will enjoy the full benefits and entitlements to this Agreement pro-rated for time worked, subject to the restrictions contained in the various benefit plans, with the exception of Medical and Dental plans, LTD and pension.

**ix)** This part-time employment shall not interfere with the use of temporary employees.

**x)** It is recognized that part-time employees can be used in emergency situations or to replace absent employees. In these cases, it will not be possible to schedule such persons on the schedule.

**21.4** Notwithstanding the language contained in 0 and 0, the following articles do not apply to part-time employees:

Article 0 - Staff Reduction (except lay-off pay)

Article 0 - Work-Week

Article 0 - Meal and Break Periods

Article 0 - Job Sharing

Article 0 - Call-back

Article 0 - Turn-around

**21.5** An employee who resigns from the Corporation may do so in writing with at least two (2) weeks notice or such other period as mutually agreed between the employee and a supervisor.

## **22 JOB SHARING**

**22.1** Job sharing can occur where there is agreement among the employer, CEP and the staff employees in the same group and classification who wish to share a job. Exceptions can be looked at on a case by case basis, it being clearly understood that the final decision on these exceptions is at management's discretion and not subject to appeal.

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

**22.3** The sharing of hours of work shall be determined by the parties to the sharing arrangement. In no case will the combined hours worked be fewer than one full-time job per month and neither will either party's hours be less than fifteen and one half (15 1/2) per week. There shall not be pyramiding of any premiums or benefits to any employee under this arrangement.

**22.4** Employees accepted for job sharing shall have benefits pro-rated based on time worked including annual leave and sick leave. The Corporation will continue to pay supplementary health care premiums and, to pay for employee's continued participation in the Dental Plan. For clarity, employees in a job sharing arrangement such as one person working Monday, Tuesday, Wednesday and the other one working Thursday and Friday -if a holiday falls on one of the days of the employee's normal scheduled shift, such employee will receive payment for the holiday and the other employee shall not. The Corporation will not be required to pay the same holiday twice. Seniority will continue to accrue, however, employees, while on job sharing will not accumulate continuous service for severance pay purposes but will be credited for actual time worked.

\*subject to agreement to Dental Plan language

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

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

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



## **23 FREELANCERS**

**23.1** The Corporation acknowledges that Long Term Freelancers (LTF's) are represented by CEP and covered by this Agreement.

**23.2** The Corporation may continue with its existing freelance contracts until such time as it deems they are no longer necessary or until such time as the contract with the Corporation is terminated by the freelancer.

**23.3** Long term freelancers will be paid at a minimum daily rate of \$280 and union dues will be deducted and remitted.

## **24 POSTING OF VACANCIES**

**24.1** When an existing or newly created position in the bargaining unit needs to be filled on a permanent basis, the notice of vacancy will be posted nationally for two calendar weeks for all vacancies in the bargaining unit for work of a permanent nature. Posting will be as far in advance of the date of hiring as possible.

**24.1.1** Strip postings which summarize notices of vacancy will provide the information in 0.

**24.1.2** A notice of vacancy shall contain the following information: classification, status of employment, salary grouping, salary range, location, affiliation, whether future mobility may be required and expiry date.

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

**24.1.4** Applicants will be asked to respond with their demonstrated qualifications for the position as they relate to the posted criteria described in the Statement of Qualifications (Appendix C)

**24.2** The reclassification of a position occupied by an employee is permitted provided the Union is consulted and gives its consent. Such consent will not be unreasonably withheld.

## **25 HIRING AND PROMOTION**

**25.1** When hiring to fill a vacancy or a new position in the Lead Hand or Specialist levels the best candidate from amongst those who meet the qualifications and criteria as set out in the notice of vacancy and the Statement of Qualifications (as illustrated in Appendix C) will be engaged to fill the vacancy.

Where a Statement of Qualifications includes both subjective and objective criteria, and where the ratings between candidates on both sets of criteria are relatively equal, the more senior person shall be given preference.

**25.2** When hiring to fill a vacancy or a new position in

the Entry or Generalist levels candidates must meet the qualifications and criteria as set out in the notice of vacancy and the Statement of Qualifications (as illustrated in Appendix C).

Seniority will be the determining factor in selection where candidates are otherwise qualified. There is no obligation for the Corporation to transfer employees from one location to another.

In the event that no full-time employee within the bargaining unit applies for a posted vacancy, or does apply but is not accepted, a temporary employee who has been fulfilling a similar job function for more than one (1) continuous year, and is the best qualified candidate, will be hired to fill such vacancy.

**25.2.1** Nothing in this Article precludes the Corporation from hiring qualified applicants from outside when no qualified employee applies and is accepted.

**25.3** Persons promoted from within the Corporation may be subject to a trial period up to a total of six (6) months. During this trial period should the employee not be satisfied with the job or if the employee is not to be confirmed in the job the employee may return to the employee's former classification in accordance with the provisions of Article 0 (General Salary Provision).

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

**25.4.1** A bargaining unit member may be appointed as a member of any selection board set up to screen applicants for vacancies within the bargaining unit. In such cases should the appointment of a candidate become a matter of dispute between the Union and the Corporation, the position taken by the bargaining unit member of the board shall not be used by either party as the sole means of arguing the case.

**25.5** Continuing employees can retain their continuing staff status as they move to different positions throughout the Corporation, regardless of whether or not the other position(s) have been considered or recognized to be contract positions.

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

## **26 TRANSFER**

**26.1** The Corporation shall not permanently transfer an employee from one location to another against the employee's wishes, unless the employee is in a position which was clearly indicated to the employee as requiring future mobility at the time of hiring or selection for the job. The Corporation shall not use the provisions of this Article in a capricious manner. The Corporation shall make every reasonable effort to avoid transferring employees against their wishes.

**26.2** Employees subject to a transfer against their wishes shall be entitled to:

- i) full discussion;
- ii) the reasons, in writing, for the transfer.

**26.2.1** If an employee feels a transfer is contrary to the provisions of Article 0 the employee has the right of appeal under the following procedure. The grievance shall be filed within two (2) calendar weeks of receipt of written notice that the employee shall be transferred. The grievance shall be dealt with at the National level at the earliest possible time. If the grievance is not settled at the national level within two (2) calendar weeks of being filed, the grievance shall be referred to arbitration. Unless otherwise mutually agreed, the parties shall appoint a single arbitrator within fifteen (15) days of the grievance being referred to arbitration; the arbitrator shall be required to arrange to hear the grievance within five (5) days and render a decision within fifteen (15) days of the hearing conclusion. The transfer shall be suspended pending the outcome of the above procedure, although the employee may be sent on assignment to the new location should the need arise. The remaining arbitration provisions as outlined in Article 0 (Grievance Procedure) shall apply to the expeditious procedures described above.

**26.3** An employee whose job is moved to another geographic location shall have the right to move with the job. If the employee refuses to move, the employee will be declared redundant and Article 0 (Staff Reduction) will

apply.

**26.4** In the event of any transfer, there shall be no reduction in salary or impairment of other benefits as a result of such transfer except when an employee makes a request in writing resulting in a transfer from one location to another, and to a lower group. In such circumstances, the salary may be reduced to not less than the top minimum for that lower group.

**26.5** When an employee is transferred from one geographic location to another for a change of assignment, the employee shall be paid all transfer and removal expenses in accordance with the provisions of the Corporation's Travel Policy and Relocation Expenses - Canada. However, the Corporation shall not be bound to pay such expenses for an employee who requests a transfer for a promotion, personal or compassionate reasons.

## **27 ASSIGNMENT**

**27.1** Attached hereto and forming part of this Agreement are the functional categories and levels. For the purposes of work organization (not for the purposes of remuneration or ranking) the functional categories are:

- i)** Design
- ii)** Presentation
- iii)** Production
- iv)** Support

**v) Maintenance**

Within each functional category, there are four (4) levels: Entry, Generalist, Lead Hand and Specialist.

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

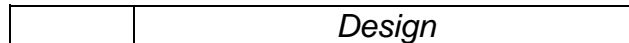
**27.3** Employees can be assigned to perform any of the duties within the bargaining unit, provided that such assignment will not be capricious or intended as disguised discipline.

**27.4** Employees assigned duties within the bargaining unit which fall within a lower regular salary level will maintain their regular salary for the duration of the assignment.

**27.4.1** Employees assigned duties which fall within a higher regular salary level will be paid the appropriate upgrade in accordance with Article 0 in addition to normal pay.

**27.4.2** In addition to their core duties, employees may be assigned other duties such as, but not limited to, the following: administering, supervising, and training. When assigned these duties, pay will be in accordance with Article 0.

*Workforce Model*



Specialist	
	Art Director
	Design Coordinator
	Designer – 1
	Designer – 2
	Designer – 3
Lead Hand	
	Scenic Constructor (Crewleader) –9
	Senior Makeup Artist - 7
	Senior Scenic Artist – 9
	Senior Set Decorator - 7
	Senior Special Effects Coordinator –8
	Senior Staging Rigger – 8
Generalist	
	Assistant Costume Designer - 8
	Assistant Graphic Designer - 6
	Assistant Set Designer - 7
	Costume Cutter - 8
	Costume Fabricator - 6
	Design Processor – 6
	Fabric Specialist – 6
	Makeup Artist – 6
	Scenic Artist – 8
	Scenic Constructor – 7
	Scenic Estimator – 7
	Set Decorator – 6
	Special Effects Coordinator – 6
	Staging Assistant (Crewleader) – 6
	Staging Crewleader –6
	Staging Rigger – 7



Entry Level	
	Assistant Makeup Artist – 3
	Painter – 3
	Scenic Carpenter – 5
	Senior Painter - 4
	Service Stagehand – 3
	Stagehand – 4
	Staging Assistant – 5
	Wardrobe Coordinator – 5
	<i>Production</i>
Specialist	
	Cinematographer - B
	Cinematographer – C
	Colourist – 6
	Director of Photography
	ENG Editor - 6
	ENG/Producer
	Film Production Editor - 7
	Film Style Dialogue and Effects Editor - 6
	Lighting Director – 6
	Negative Cutter - 5
	Post Production Audio Engineer - TV - 6
	Production Switcher - 6
	Program Editor – 6
	Recording Engineer (Radio) - 6
	Recording Engineer/Producer
	Senior ENG Editor – 8
	Senior Post Production Audio Engineer - 8
	Senior Program Editor – 8
	Senior Recording Engineer (Radio) - 8

	Senior Videographer –8
	Senior Videotape Production Editor – 8
	Switcher/Director
	Technician – Associate Producer
	Video Journalist
	Videographer - 6
	Videotape Production Editor - 6
	VTR Production Editor/Director
Lead Hand	
	Supervising Technician - 8
	Supervising Technician – Associate Producer
	Technical Training Officer
	Technical Instructor - 8
Generalist	
	ENG/EFP Recordist – 4
	Film Camera OPERATOR - 6
	Film Editor - 6
	Film Inspector - 6
	Film Laboratory Technician – 4
	Lighting CAD
	Lighting Technician - 4
	Microwave Operator
	Moving Lights Operator
	Radio Technician – 4
	Robocam
	Satellite News Gathering
	Senior ENG/EFP Recordist - 6
	Senior Film Laboratory Technician - 6
	Senior Lighting Technician - 6
	Senior Microphone Boom Technician - 4
	Senior Radio Technician - 6

	Senior Sound Effects Technician - 6
	Senior Television Technician - 6
	Sound Effects
	Sound Effects Technician - 4
	Television Technician - 4
Entry Level	
	Assistant Film Editor - 4
	Assistant Program Editor - 4
	Film Camera Assistant - 4
	General Technician (Radio) - 3
	General Technician (TV) - 3
	Lighting Technician (Dimmer) - 3
	Projectionist - 3
	Radio Studio Attendant - 1
	Technical Stores Assistant - 1
	Technician-In-Charge Tech Stores - 3
	Teleprompter Operator - 2
	Television Assistant - 1
	<i>Maintenance</i>
Specialist	
	Consulting /Information Technologist
	Consulting Technologist - D
	Engineer-In-Charge Mobile
	Maintenance/Information Technologist
	Systems Technologist – C
	Systems/Information Technologist

Lead Hand	
	Co-ordinating Technologist- B *
	Plant Technologist *
	Senior Mechanical Rigger - 6
	Senior Mechanical Technician (Sackville) – 7
	Supervising Technical Installer - 6
	* entitlement to premium
Generalist	
	Maintenance Technologist - A
	Mechanical Rigger - 4
	Mechanical Technician (Sackville ) - 5
	Senior Maintenance Technologist - 8
	Senior Maintenance Technologist - B
	Technical Installer - 4
	<b>Presentation</b>
Specialist	
	Network Control Centre Technician (Tor) - 6
	Newsworld Presentation Coordinator - 9
Lead Hand	
	Network Presentation Coordinator - 8
Generalist	
	Automated Control Facilities Technician - 5
	Central Control Room Technician Radio - 5
	On-Air Booth Control Technician - 5
	Radio Master Control Technician - 5
	Radio Master Control Technician (Wpg) - 5
	Senior Automated Control Facilities Technician - N 7
	Senior Central Control Room Technician - 7
	Senior On-Air Booth Control Technician - 7
	Senior Radio Master Control Technician - 7

	Shortwave Receiving Station Technician - 5
	Television Master Control Room Tech (Mtl & Tor) - 5
	<i>Support Services</i>
Lead Hand	
	Building Master Electrician/Electrician (2) -
	Building Services Representative – 7
	Building Superintendent – 6
	General Building Trades Superintendent -
	Mechanic - Air Conditioning/Heating 3 -
	Trades Specialist TS-2
Generalist	
	Building Cabinetmaker -
	Building Carpenter -
	Building Electrician -
	Building Painter -
	Building Plumber-
	General Building Tradesman 2 -
	General Building Tradesman 3 -
	Maintenance Mechanic -
	Mechanic - Air Conditioning/Heating 2 -
	Trades Specialist TS-1
Entry Level	
	Caretaker -
	Cleaner -
	Cleaner-In-Charge -
	General Building Trades 1 -
	Janitor (Factotum) -

## **28 MAINTENANCE CAREER STRUCTURE**

**28.1** The parties agree that the purpose of this structure, classifications and wage groupings defined herein, is to provide opportunity for career development, adequate compensation for the required skills, and a comprehensive related training program with emphasis for advancement based on ability and recognition of the need to develop skills in order to successfully deal with changes brought about by advancing technology.

### **THE STRUCTURE**

**28.2** The following is the structure:

Group A - Maintenance Technologist

Group B - Senior Maintenance Technologist

Group C - Systems Technologist

Group D - Consulting Technologist

### **28.3 ELIGIBILITY (to appear before a Selection Board)**

**28.3.1** All candidates must write the appropriate exam and failure on any required exam will make a candidate ineligible to appear before a Selection Board/Review Panel and ineligible to rewrite an exam for a period of six (6) months.

**28.3.1.1** All candidates must have the qualifications listed below:

### *Group A - Maintenance Technologist*

Must possess at least a two (2) year Post-Secondary technologist diploma from a recognized college in an appropriate discipline or its equivalent as determined by the Corporation

Every eligible candidate must write an entrance exam and a pass mark of 60% is required on the entrance exam to appear before a Selection Board.

### *Group B - Senior Maintenance Technologist*

The candidate:

Must have a total of three (3) years of practical and relevant experience, one (1) of which must have been in the CBC as a Maintenance Technologist.

Must have a “satisfactory” or better on the most recent performance appraisal, when applicable.

Must pass a written Corporate exam according to established standards.

A Group A Maintenance Technologist will, following review of qualifications by a Panel similar to that described under “Progression Procedures”, be promoted to Group B within the respective Specialization Area, without the necessity of posting(s), as long as the candidate meets all the conditions outlined above.

### *Group C - Systems Technologist*

The candidate:

Must have a total of seven (7) years practical and related experience, two (2) of which must have been in the CBC as a Senior Maintenance Technologist.

Must have a "satisfactory" or better on the most recent performance appraisal, when applicable.

Must pass a written Corporate exam according to established standards.

The final selection will be by a Selection Board.

#### **Group D - Consulting Technologist**

The candidate:

Must have a total of ten (10) years of practical and relevant experience, one (1) of which must have been in the CBC as a Systems Technologist.

Must have a "satisfactory" or better on the most recent performance appraisal, when applicable.

Must pass a written Corporate exam according to established standards.

The final selection will be by a Selection Board.

#### **28.4 ASSIGNMENT**

##### **28.4.1 Training**

Must be a Group B Senior Maintenance Technologist with a total of five (5) years of practical and relevant experience.

Must have a "satisfactory" or better on the most recent performance appraisal.



Employees to be appointed to this function will be evaluated in terms of their training and related skills. Management may revoke this appointment at its discretion.

**28.4.2 Coordinating Technologist**

Must be at least a Group B Senior Maintenance Technologist within the Corporation.

Must have a "satisfactory" or better on the most recent performance appraisal.

Employees to be appointed to this function will be evaluated in terms of their coordinating and related job skills.

Management may revoke this appointment at its discretion.

**28.4.3 Plant Technologist**

Must be at least a Group B Senior Maintenance Technologist within the Corporation.

Must have a "satisfactory" or better on the most recent performance appraisal.

Employees to be appointed to this function will be evaluated in terms of their coordinating and related job skills.

Management may revoke this appointment at its discretion.

**28.5 TRIAL PERIOD**

**28.5.1** Corporation employees who enter into or are promoted within the Maintenance Career Structure or employees transferring between Specialization Areas may

be subject to a trial period of up to six (6) months. Should the employee not be satisfied with the job or if the employee is not to be confirmed in the job the employee may return to the former classification at the previous rate of pay.

#### **28.6** PROBATIONARY PERIOD

**28.6.1** All new employees hired into the Maintenance Career Structure shall be probationary employees for a period of one (1) year. During the probationary period Article D need not apply and the Corporation may release the employee at any time.

#### **28.7** EXAMS

**28.7.1** Exams will be made available to eligible applicants for a posted position. In addition, Group B exams will be available twice a year (i.e. April and October). Those who write exams will be advised of the results and for those who pass, accreditation will be valid for a two (2) year period.

**28.7.1.1** Failure on an exam will make a candidate ineligible to rewrite that exam for a six (6) month period. A Group C or Group D Technologist, chosen by the Union, will be a member of each exam sub-committee (one (1) per specialization committee). The Corporation agrees to underwrite all costs of the Union members on this Committee. Further, it is agreed that Maintenance Technologists and Systems Technologists will be encouraged to submit exam questions.

#### **28.8** PROGRESSION PROCEDURES

**28.8.1** Candidates will be promoted from within the Maintenance Career Structure. However, at the C and D level, if no employee applies, or if no applicant is qualified, the Union will give due consideration to requests from the Corporation to waive the requirements for Corporation service as detailed under eligibility requirements. If such a waiver is given, the Corporation must repost the position internally, noting the reduced eligibility requirements, after which, if no qualified employee applies or if no applicant is qualified, external candidates may be considered.

**28.8.2 Senior Maintenance Technologist - Group B**

The B level exam is composed of two (2) parts.

Part 1: Core - Advanced theory

This part is common to Radio, Television and Transmitters.

Part 2: Specialization Areas

One of:

Radio

Television - (questions on areas of assignment)

Transmitters

In other areas (e.g. Combined Stations), candidates will be given a special exam with questions from the appropriate Specialization Area(s). If the candidate passes, accreditation will be given for the Specialization Area(s) covered.

**28.8.2.1** For progression to Group B, a 60% pass mark is required on each of the core and specialization parts.

**28.8.2.2** The candidate must pass the exam prior to appearing before a Review Panel. The Panel will review deficiencies identified on the exam and may discuss the employee's career aspirations with the aim of being assured that the candidate understands and accepts all new "B" level responsibilities and will discharge them in the professional manner required.

**28.8.3** Systems Technologist - Group C

**28.8.3.1** The questions on the exam comprise theory questions, design questions and questions on all aspects of the Specialization Area(s). A pass mark of 60% is required in order to appear before a Selection Board.

**28.8.4** Consulting Technologist - Group D

**28.8.4.1** The exam is the same as that written by C level candidates. The same conditions and content apply with the exception that a pass mark of 70% is required in order to appear before a Selection Board.

**28.9** PENALTY WAIVER - GROUPS C AND D

**28.9.1** Systems and Consulting Technologists will generally be on a self-assigning basis and will generally determine their hours of work and the taking of meals as per the provisions of Article 12. Local practice will determine guidelines for pre- or post-authorization of extra hours. All other provisions of the Collective Agreement apply as

written.

**28.9.2** In the event that Systems and Consulting Technologists are required to work in situations where the hours of work are determined directly or indirectly by others, the employees would be entitled to all the normal provisions of the Collective Agreement.

#### **28.10 INTER-SPECIALIZATION AREA TRANSFERS**

**28.10.1** When a Technologist wishes a permanent switch between Specialization Areas, the selection process will be adhered to. Candidates will be interviewed by a Selection Board and exams will be required to be written except that, at the B level, a Senior Maintenance Technologist will not be required to write the core part of the exam and, at the A level, no further entrance exam is required.

#### **28.11 UPGRADING**

**28.11.1** If a Senior Maintenance Technologist/Systems Technologist is temporarily assigned work of a higher classification and is verbally advised at the time of assignment of a temporary upgrading for a specific project, there is no requirement to have passed the appropriate exam for the higher classification.

**28.11.1.1** However, if a Senior Maintenance Technologist/Systems Technologist is temporarily assigned and is verbally advised at the time of assignment of the need to perform work in a higher classification on a replacement basis, then the technologist must have passed

the appropriate exam for the higher classification.

**28.11.2** It is agreed that a Group A Maintenance Technologist may work alone without upgrading and that Article 16.4.1 will not apply to Group A Maintenance Technologists unless they are upgraded to Group C or D or to perform work in a higher salary level in a function outside the Maintenance Career Structure.

**28.12 MAINTENANCE OF PERFORMANCE STANDARDS FOR GROUPS C AND D**

**28.12.1** One of the principal advantages of having a professional career structure for maintenance technologists is that it allows for people with high technical skill and knowledge to be employed effectively at work requiring those talents and to be compensated accordingly. An equally important aspect of such a structure is that, by its very existence, it provides an incentive for employees to seek to improve their skills and knowledge for purposes of advancement since a viable and clearly visible avenue for progression is available.

**28.12.2** It has been recognized by the parties that the career and motivational potential of the structure would be seriously compromised if people at Group C and D levels had guaranteed tenure at their levels, irrespective of the quality of their performance. Indeed, the Group C and D level Technologists are chosen for their leadership, judgement, initiative and consultative skills, as well as for their high level of technical knowledge and skill. They are

looked to for guidance, standards and quality control and must, of necessity, enjoy the respect of their co-workers. Therefore, should their performance fall below an acceptable level, there must exist some mechanism by which they may be encouraged to return to full productivity or, failing that, be reassigned to a job at a level more consistent with their performance. Additionally, such reassignment would allow for the promotion of another qualified person.

**28.12.3** Supervisors are responsible for setting performance standards and ensuring that they are met. Should a supervisor as part of a performance appraisal, find clear indications of a deterioration in the performance of a member of the maintenance staff, the supervisor will take all possible measures to encourage the employee in question to return to the required level of performance. Such measures shall include:

**28.12.4 Discussion and verbal warning:**

**28.12.4.1** When an employee begins to exhibit a pattern of unsatisfactory performance, the supervisor shall discuss the matter frankly and objectively with the employee. The supervisor must be prepared to illustrate the performance deficiencies with specific incidents and must clearly indicate what is expected in terms of acceptable performance. Any areas of misunderstanding or lack of information should be clarified. Any reasonable assistance the employee requires to overcome a performance problem will be made available. Finally, a specific time frame, not to exceed three (3)

months, should be established during which the employee's performance will be expected to improve to the required level.

**28.12.5 Formal Documented Interview:**

**28.12.5.1** If at the expiration of the period set out in the discussion, the employee's performance has not improved to the desired level, the supervisor should arrange for a formal interview to discuss the employee's performance. The employee will be advised of the right to bring a third party to this interview. Normally a representative of the Human Resources Department will also be present to ensure that issues relating to performance and improvement are discussed objectively and clearly understood, and that all efforts are directed toward assisting the employee in achieving a fully satisfactory level of performance. In the interview, the supervisor will review the relevant aspects of the employee's performance, citing specific incidents of unacceptable performance and indicating what improvement is required. The supervisor will make it clear that the current level of performance is unacceptable and that the improvement indicated must occur within a specified time frame and be maintained. Any reasonable assistance the employee requires to overcome a performance problem will be made available. The supervisor will confirm the results of the interview and the agreed action in writing. The time frame for improvement should not normally exceed three (3) months.

**28.12.6 Review Board**



**28.12.6.1** If the performance of a Group C or D Technologist has not improved during the period specified in the written report on performance, the employee will be required to appear before a review board. This board will be similar in make-up to the selection board which would normally be constituted to fill Group C or D vacancies. The employee's immediate supervisor will not be a member of the review board and may be present only when the employee is present. The board will interview the employee, discuss the reported deficiencies in the performance appraisal, may within a reasonable period of time, request a Corporate exam at the appropriate level be written and then may make one of the following determinations:

performance is satisfactory;

employee is placed on probation for up to six (6) months;

employee should be downgraded immediately.

**28.12.6.2** The results of this review board will be communicated in writing to the employee by the chairperson of the review board.

**28.12.6.3** Where probation is recommended, the employee's performance will be monitored and at the end of the specified period, the employee will again be interviewed by the review board which may make one of the following determinations:

performance is satisfactory;

employee should be downgraded.

**28.12.6.4** Where downgrading is determined, either at

the first or the second review, the employee will be given appropriate assignments. Employees may only be downgraded one group at a time, e.g. Group D to Group C, or Group C to Group B. Where a Group C or Group D Technologist is downgraded, a two (2) year period (from the date of downgrading) must lapse before the employee is allowed to reapply for a vacant position at the previously held level.

**28.12.6.5** Salary will be frozen until the scale for the new group encompasses the current salary at which time it will be adjusted to the new scale. Employees may only be downgraded one group at a time - i.e., Group D to Group C or Group C to Group B.

**28.12.7** None of the foregoing shall prevent an employee from voluntarily accepting a reclassification to a lower grouping.

### **28.13** TRAINING

**28.13.1** In the Maintenance Career Structure a viable and clearly visible avenue for progression is available to all maintenance technologists.

**28.13.2** The Senior Maintenance Technologist (B level) in this structure is the fully trained, completely competent professional capable of dealing with all equipment problems which could arise in an area of assignment. It is the intention that all Technologists hired or promoted into the Maintenance Career Structure have the potential to progress to this level and have the opportunity to achieve it.

**28.13.3** Training is to improve employee performance in various areas of assignment and offer an opportunity for career development.

**28.13.4** Hiring only those who possess the entry requirements and who pass the entry exam should ensure that all new maintenance technologists have the knowledge necessary to learn the practical aspects of the job and profit from internal and external training courses that may be required in the course of their development.

**28.13.5** To ensure that employees are provided with the opportunity to acquire the necessary knowledge and skills to carry out their normal work assignments and ensure that they are given an opportunity to progress to the next level of qualification, the Corporation will provide the necessary on-the-job training, may arrange inter-Specialization Area assignments and will make available exam related reference material for Maintenance Technologists. Further, subject to the availability of training funds, the Corporation undertakes to provide training courses to assist employees to develop their skills. On the other hand, in order to perform their job satisfactorily and to progress within the Maintenance Career Structure, it is the responsibility of the individual Technologist to learn the course content and/or training material and to demonstrate ability and to apply it on the job. Personal effort is to be considered part of the training program and progress within the Maintenance Career Structure is the responsibility of each individual.

**28.13.6** As part of the performance appraisal procedure,

each employee will discuss training requirements with an immediate supervisor. The outcome of these discussions will be entered on the employee's Performance Appraisal Form. This will form a basis for what training, work assignments, changes, personal study, etc., is required so that the individual may develop.

**28.13.7** It is intended to utilize C and D level Technologists in the preparation and delivery of training courses and material. Further B, C and D level Technologists must make themselves available to assist and familiarize any Technologist requiring assistance.

#### **28.14 TEMPORARY EMPLOYMENT**

**28.14.1** For per occasion or short term hires under 3 months, temporaries may be appointed without the need to write exams.

**28.14.2** When the Corporation has a need for a temporary Technologist within the Maintenance Career Structure, the Corporation will post the position. The following will apply:

**28.14.3** Prior to appointment, the candidate will be required to write the appropriate exam(s) and the results will be reported to the supervisor but the candidate need not attain a pass mark. Such temporary employment will not continue beyond six (6) months unless the employee rewrites and passes the appropriate exam(s).

**28.14.4** Any candidate from outside the Structure who

applies and is accepted in a temporary or casual position within the Maintenance Career Structure can only be hired at the A level.

## **29 TRADES SPECIALISTS**

**29.1** Based on operational requirements, the Corporation may have a need for persons with specialist skills requiring a provincial certificate in Electrical Power and Lighting, Mechanical (including Tool and Die) trades, the number of whom will be determined by the Corporation at any given time. When the Corporation determines that it has a need for these requirements, employees who possess the appropriate Provincial Certification will be classified in this new structure as agreed in Appendix I.

**29.2** It is recognized that it is more practical for these individuals to be trained and certified in their trades outside the Corporation.

**29.3** Employees hired or promoted into this structure will be paid on the following salary scale.

**29.3.1** Employees currently in the Maintenance structure will be paid according to the existing salary scales:

Employees with Certification	M-B
Employees without Certification	M-A

**29.3.2** Employees promoted or hired into this New Structure:

Employees with Certification	TS-1
Employees with Certification Position)	TS-2 (in Lead-hand

### **30 PERFORMANCE APPRAISAL AND SKILLS INVENTORY**

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

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

It is understood that employees will be given every opportunity to meet the above as it relates to the goals and objectives jointly set.

Employees have a key role along with their supervisors to jointly develop the goals and objectives of a performance appraisal program.

The parties agree that as a general rule, the performance appraisal process will not be used as a substitute for the disciplinary process. Persons who consistently fail to meet the performance standards will have the continuation of their employment reviewed in accordance with the

Performance Appraisal Final Review process set out in the hereinafter articles.

The performance appraisal process may be used to determine the awarding of performance bonuses.

**30.2** The Corporation and CEP have agreed to a "Performance Management and Staff Development Process" signed between all parties on November 20, 1998. The implementation will be guided by the Joint Performance and Staff Development Committee.

### *FINAL REVIEW*

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

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

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

**30.4** After three (3) months a joint review will take place between the employee and the employee's manager.

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

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

**30.5** A further review will occur three (3) months from the signing of the joint action plan in 0.

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

**30.5.2** If the employee continues to need to improve to meet the expected requirements of the job at acceptable



standards a further written joint action plan will be developed. This additional plan will not exceed another three (3) months.

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

**i)** Vacancies at the same or lower salary level will be canvassed, if one is found and if the employee has the clear demonstrated ability to meet the requirements for the vacancy, the employee will be placed in the vacancy without a posting. In the event of a placement at a lower salary group, the employee will be placed on the salary scale of the lower salary group at the step closest to but not more than their existing salary step.

**ii)** If after the above-noted process has been followed and a position is found but refused, or if no position is found, the employee will be laid-off with no bumping rights, with the appropriate lay-off pay. The employee will be placed on a re-employment list and given re-employment rights for twelve (12) months as per Article 0.

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

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

## **31 JOB EVALUATION**

**31.1** In accordance with APPENDIX G, the Corporation and the Union will develop a job evaluation plan that meets statutory requirements.

## **32 TRAINING**

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

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

**32.3** As part of the local and national joint committee process, the parties shall identify training and development needs and advise on programs or services available to meet those needs.

**32.4** Employee may request to have documents related to their upgraded knowledge or skills placed in their human resources file.

**32.5** In accordance with its educational policy the Corporation will, at its expense, send employees to courses when it is in the Corporation's interest or when it is a job

requirement in order to encourage employees to develop and improve their job performance.

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

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

**32.8** Travel time in connection with training activities shall not be compensated.

**32.9** Training is the assignment and accountability of one employee for another reaching a predetermined level of competence in a job, function or work procedure. This instruction may be given in a class room context or on the job and may require that course material be provided. Training is separate and distinct from familiarization where an individual already possesses general skills and knowledge of functions or equipment operation and only requires direction in the application of these skills or knowledge in a different work environment.

## **33 DISCIPLINE**

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

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

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

**33.2.1** Prior to any discipline being imposed, the employee will be given notice in writing to attend a meeting.

This notice will contain the subject matter to be discussed at the meeting and the employee shall be advised of the right to have a union representative from the location attend as an advisor. However, the unavailability of an advisor will not delay the meeting for more than five (5) working days from the date of notification to the employee.

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

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

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

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

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

**33.3** Management reserves the right to remove

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

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

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

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

**33.6.1** Upon written request, an employee may review their own status and pay file once a year in the presence of a supervisor.

## **34 DISCRIMINATION**

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

**34.2** The Corporation will not discriminate against employees with respect to sex, colour, age (subject to the Corporation's policy on retirement), disability, religion, creed, race, ethnic or national origin, marital or parental status, sexual orientation or political affiliation.

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

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

## **35 AIR CREDITS**

**35.1** In accordance with its current policy, the Corporation shall continue to give air credits to employees where, in its opinion, such credits are merited by their contribution to the program.

As a guide:

i) an employee's name may be included in the credits on all broadcasts with which the employee has been involved;

ii) when an employee is authorized by the Corporation to make a personal contribution to the program, extending beyond the normal requirements of professional functions, etc., the employee may be entitled to receive an additional credit;

iii) an employee has the right to refuse a credit.

**35.2** When requested, and where feasible, the Union seal will appear in the credits of television programs that are Corporation originations.

## **36 OUTSIDE ACTIVITIES**

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

**36.1.2** That such activities are not performed for Canadian Broadcasters, Cablecasters or CBC program partners,

**36.1.3** That without permission, no employees may exploit their connection with the Corporation in the course of such activities,

**36.1.4** That such activity does not adversely affect their work for the Corporation.



## **37 SENIORITY**

**37.1** Corporation seniority shall be deemed to have commenced on the date of hiring by the Corporation and shall be equal to the length of continuous service. It shall relate only to the order of layoffs, re-call and the choice of annual leave periods.

**37.1.1** Corporation seniority accrued by a person in another bargaining unit will be carried over by that person if and when that person becomes an employee in this bargaining unit.

**37.2** Unit seniority shall be measured by the length of continuous service within the unit under this Agreement, plus service in any of the four (4) predecessor units which were combined when this unit was formed. It shall relate only to promotion and wages.

**37.3** In the event an employee who has passed their probationary period is laid off or is granted leave of absence, continuity of service for purposes of Corporation and Unit seniority shall be considered unbroken if the return to status of employee occurs within one (1) year, or if the return to the status of employee occurs after one (1) year has elapsed, the employee's Corporation and Unit seniority upon returning shall be those which the employee had on the effective date of such lay off or leave of absence.

**37.4** In the event an employee who has passed their probationary period is transferred to another position within

the Corporation, continuity of service for purposes of Corporation and Unit seniority shall be considered unbroken if the return to the status of employee occurs within one (1) year, or if the return to the status of employee occurs after one (1) year has elapsed, Unit seniority upon returning shall be that which the employee had on the effective date of such transfer, and Corporation Seniority shall be considered unbroken.

## **38 STAFF REDUCTION**

**38.1** No later than six (6) weeks (including notice to employees as provided herein) prior to any reduction of staff which may bring about lay-off or separation of employees, the Corporation shall advise and discuss the matter thoroughly with the Union. Group notice of quantitative lay-offs will be in accordance with pertinent sections of the Canada Labour Code

**38.1.1** For this purpose, the Corporation and the Union shall establish a Joint Employment Committee at the location(s) involved as required, to provide for consultation and cooperation between the parties in order to avoid and minimize any adverse effects resulting from the reduction of staff. The Corporation agrees to release not more than three (3) employees without loss of pay or leave credits to attend these meetings.

**38.1.2** The parties agree to establish a National Joint Employment Committee. The purpose of the Committee is

to co-ordinate and direct the activities of the local Committees and to resolve issues referred to it from the local Committees. The Corporation agrees to release not more than three (3) employees without loss of pay or leave credits to attend these meetings.

**38.1.3** Where appropriate, the parties will utilize the services of Human Resources Development Canada.

**38.1.4** The posting requirements of the Agreement shall not apply where employees are reassigned and/or relocated in accordance with Article 0, 0 and 0.

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

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

i) the continuing employee possesses the occupational qualifications of the job filled by the temporary employee, and

ii) the continuing employee is employed in the same location as the temporary employee to be released.

Where temporary employment can be used to delay the bumping process or the lay-off of an employee, such employee may, at Management's option, be transferred to the temporary employment, provided the employee

possesses the occupational qualifications as described in the hiring criteria. Unless the employee again occupies a permanent position, when the temporary employment is no longer required, the employee will exercise all rights under this Article.

**38.1.7** The list of regions for the purpose of this Article shall be:

Newfoundland Region

Maritime Region

Province of Ontario

Manitoba Region

Saskatchewan Region

Alberta Region

British Columbia Region

CBC North

For the purposes of this Article, CBC North is considered to be a Region. Any affected CBC North employee exercising bumping rights will first bump within CBC North and then within the Region which includes their Point of Departure. Employees whose Point of Departure is Montreal shall be considered as part of the Ontario Region.

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

**38.1.9** Where employees are to be laid off, such lay-offs shall proceed in inverse order of Corporation seniority after

the procedures concerning bumping and redeployment have been exhausted.

**38.1.10** An employee being offered relocation or redeployment as provided in Articles 0, 0, 0, 0, 0 and 0 will be given fourteen (14) calendar days notice of such offer. The employee must then advise the Corporation within this period of willingness to accept the relocation. If electing to relocate, the employee will have up to sixty (60) calendar days from the date of notification of acceptance to report to the new location, unless mutually agreeable alternate arrangements are made between the employee and the Corporation. Failure to report within such time limits will result in the employee's name being removed from the seniority list and the employee will be considered as having resigned from the service of the Corporation with consequent loss of all rights and privileges.

**38.1.11** Continuing Corporation employees outside the bargaining unit faced with lay-off and who possess the occupational qualifications may be offered vacant positions not filled by any continuing employee of the bargaining unit or any employee of the bargaining unit eligible for re-engagement.

### *Protected Status*

**38.2** No employee, as defined in Article 0, who was on staff as of December 1, 1983 and is still an employee as of the date of the signing of this Agreement will be laid off, separated or suffer a reduction in salary during the term of

this Agreement because of a reduction of staff except where an employee with Protected Status:

refuses to be transferred to a vacant position within the bargaining unit, in the employee's location or region, (as defined in Article 0) or to any other location in the Corporation where there is a vacant position in the bargaining unit for which the employee possesses the occupational qualifications for the job as described in the selection criteria, with reasonable assistance to be provided, or

refuses to bump another employee in the bargaining unit at the employee's location or in any other location in the region in a position, for which the employee possesses the occupational qualifications for the job as described in the selection criteria, with reasonable assistance to be provided, following the procedures outlined in Article 0, or

refuses temporary employment in a position, for which the employee possesses the occupational qualifications for the job as described in the selection criteria, in the location involved,

refuses to accept a forced bump of another bargaining unit employee designated by the Corporation in any region in Canada starting at the adjacent region(s),

the employee will be laid-off from the Corporation in accordance with Article 0

**38.2.1** Redeployment and bumping shall first be made in order of Corporation seniority in accordance with the process outlined below. However, no employee is to be

bumped by an employee with more Corporation seniority unless the latter possesses the occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. No employee is to be redeployed to a vacant position unless in possession of the occupational qualifications as described in the selection criteria with reasonable assistance and/or training within the trial period to adjust to the other position. Redeployment and bumping will occur in the following order:

- i)** redeployment to a vacant position in the bargaining unit at the employee's location or bumping the most junior employee in the applicable same or lower classification in the bargaining unit at the employee's location;
- ii)** redeployment to a vacant position in the bargaining unit at another location in the region or bumping the most junior employee in the applicable same or lower classification in the bargaining unit in the region;
- iii)** redeployment to a vacant position in the bargaining unit in any other location in the Corporation;
- iv)** forced bump to any location in the Corporation, at the Corporation's discretion starting at the adjacent region(s).

**38.2.2** If a protected employee is laid-off in accordance with Article 0, Article 40.8, Article 41.7, the protected employee shall receive at least four (4) weeks notice of separation or four (4) weeks pay in lieu of notice of separation and a separation allowance in a lump sum equal to one (1) weeks pay for each three (3) months of service or

major portion thereof with the Corporation to a maximum amount equal to twenty-four (24) months salary and will be separated from employment with the Corporation without recall rights.

**38.2.2.1** It is understood that where no forced bump is available anywhere within the Corporation, the employee will be laid off and shall receive four (4) weeks notice of separation or four (4) weeks pay in lieu of notice of separation and separation allowance in a lump sum equal to one (1) weeks pay for each three (3) months of service or major portion thereof with the Corporation to a maximum amount equal to twenty-four (24) months salary and will have right of recall for fifteen (15) months.

**38.2.3** Any protected employee who has resigned from their employment and is subsequently re-hired by the Corporation, will have lost their protected status.

**38.2.3.1** In the event that an employee is laid-off for a second or subsequent time, the amount of lay-off pay shall be one (1) week's salary for each six (6) months of continuous service or major portion thereof with the Corporation following re-engagement.

### *Non-Protected Status*

**38.3** An employee who has completed a probationary period but is not personally protected by virtue of Article 0 may be subject to lay-off, separation or suffer a reduction in salary in accordance with this Article 0.



**38.3.1** Redeployment and bumping shall first be made in order of Corporation seniority in accordance with the process outlined below. However, no employee is to be bumped by an employee with more Corporation seniority unless the latter possesses the occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. No employee is to be redeployed to a vacant position unless in possession of the occupational qualifications as described in the selection criteria with reasonable assistance to adjust to the other position. Redeployment and bumping will occur in the following order:

i) redeployment to a vacant position in the bargaining unit at the employee's location or, bumping the most junior employee in the applicable same or lower classification in the bargaining unit at the employee's location;

ii) redeployment to a vacant position in the bargaining unit at another location in the region or, bumping the most junior employee in the applicable same or lower classification in the bargaining unit in the region;

**38.3.2** If unable to be redeployed to a vacant position or to bump another employee as provided above, the employee shall be laid off with recall rights for fifteen (15) months following the date of lay-off.

**38.3.3** If an employee refuses to be redeployed to a vacant position, refuses to bump another employee or

refuses temporary employment at the location as provided above will be laid off without recall rights and shall receive lay-off pay equal to one (1) week's pay for each six (6) months of service or major portion thereof with the Corporation..

**38.3.4** Employees who came on staff after December 1, 1983 and who have completed their probationary period and are subject to a lay-off shall receive at least four (4) weeks notice of lay-off or four (4) weeks equivalent pay in lieu of notice and lay-off pay equal to one (1) week's pay for each six (6) months of service or major portion thereof with the Corporation. Additionally, during the notice period the employee shall receive reasonable time off (Corporation assignments permitting) to be interviewed for positions outside the Corporation.

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

### *Trial Period*

**38.4** All employees who are redeployed or who bump will be required to complete a trial period of not longer than three (3) months.

**38.4.1** An unprotected employee who fails to successfully

complete a trial period will be laid off without right of recall and shall receive a separation allowance in a lump sum equal to one (1) week's pay for each six (6) months of continuous service or major portion thereof with the Corporation. Additionally, during the notice period the employee shall receive reasonable time off (Corporation assignments permitting) to be interviewed for positions outside the Corporation.

**38.4.1.1** A protected employee who fails to successfully complete a trial period will be laid off with right of recall for fifteen (15) months and shall receive a separation allowance in a lump sum equal to one (1) week's pay for each three (3) months of continuous service or major portion thereof with the Corporation.

### *Re-engagement of Employees*

#### **38.5** Continuing Employment

##### **38.5.1** Notice

When continuing work becomes available, the vacancy will be made available to employees of the bargaining unit who possess the occupational requirements (as described in the selection criteria) of the vacant position, based on Corporation seniority, in the following order:

- i)** to employees with protected status who bumped, were bumped, or were redeployed to another position at a lower level within their location,
- ii)** to other employees who bumped, were bumped, or

were redeployed to another position at a lower level within their location,

- iii) to employees who chose temporary employment under Article 0,
- iv) to employees who continue to retain recall rights,
- v) to persons outside the bargaining unit.

**38.5.2 Offer Goes To**

Subject to the provisions of Article 0 above, a re-engagement offer shall be sent to all qualified employees by order of Corporation seniority.

**38.5.3 Recall Rights**

**38.5.3.1 Refusal**

Should an employee, who was offered a position for which the employee is qualified, and is at the previous location and at the same salary level previously held, refuse such an offer, all recall rights with the Corporation are lost.

**38.5.3.2 Failure to Answer**

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

**38.5.3.3 Failure to Report**

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

**38.5.3.4 Rights Maintained**

Recall rights will be maintained if an employee refuses a job offer at a lower group level than was previously held.

**38.5.3.5 Refusal at Another Location**

Should a notified employee refuse a position at the former salary level in a location other than the one from which layoff occurred, the employee's name will be removed from the recall list for that location.

**38.5.4 Re-engagement - One (1) Year**

Re-engagement notices shall continue to be offered to all employees listed in Article 0 no longer than fifteen (15) months from the date of bumping or redeployment (except for employees on LTD, STD, Parental and Child Care Leave, or Workers Compensation, for whom the fifteen (15) month re-engagement period commences at the time they return from the respective leave).

**38.5.5 Recall Definition**

Recall will be local, regional, national, as follows:

- i) locally - all positions within a Corporation location at the Entry level;
- ii) regionally -all Corporation locations within a region as defined in Article 0- all positions at the Generalist level;
- iii) nationally - (all locations in Canada) -all positions at the Specialist or Lead Hand level.

**38.5.6 No Persons from Outside the Bargaining Unit**

No persons from outside the bargaining unit can be employed in the unit until all employees as listed in Article 0 have had the opportunity to exercise their right of reinstatement.

**38.5.7 Notice of Recall**

Notice of recall shall be sent to all qualified employees listed in Article 0.

**38.5.8 Receipted Mail**

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

**38.5.9 Local Joint Employment Committee Role**

The Local Joint Employment Committee will prepare a list of employees noting their skills and qualifications, Corporation seniority and latest address, and will keep it updated. The Local Committee shall also determine at which location(s) employees would wish to be recalled. It shall be the responsibility of the employee to inform the Local Joint Employment Committee of any change in address.

**38.5.10 Seniority**

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

**38.5.11 Time Limits to Reply**

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

**38.5.12 Time Limits to Report for Work**

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

**38.5.13 Relocation Expenses**

Employees accepting employment at another location will be paid relocation expenses as per Article 0.

**38.5.14 Union Notification**

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

**38.5.15 Salaries**

Except for those employees protected by virtue of Article 0, salary on recall will be on the basis of the step in salary scale of the job offered which recognizes the employee's unit seniority if the employee has one (1) year or more of Corporation seniority; otherwise, the employee may be recalled at the hiring rate of the job offered.

## Temporary Employment

### 38.6 Temporary Employment (Within Location)

Temporary employment that can be planned in accordance with the time frames as spelled out in Articles 0 and 0, such as seasonal programs, vacation relief, Parental and Child Care Leave, or other planned projects, will be made available and employees notified as per the same conditions and provisions as for permanent positions as listed above.

#### 38.6.1 Relocation Costs

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

#### 38.6.2 Refusal Does Not Limit Rights

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

#### 38.6.3 Local List

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

#### 38.6.4 Employees to Advise Preference

Employees in other locations will be eligible to state



preference for temporary work in accordance with the group level which is available through the local, regional, national notice concept, as spelled out above. The local Human Resources Office will forward their name to the appropriate Human Resources Office for addition to the local list (e.g. vacation relief positions).

**38.6.5 No Person from Outside the Bargaining Unit**

No person from outside the bargaining unit shall be placed in such employment until all employees whose name appears on the list referred to in Articles 0 and 0 have been given the opportunity to exercise their right to such temporary work.

**38.6.6 Short Notice Temporary Work**

Short notice temporary work that cannot be planned in advance, in accordance with the time frames as in Articles 0 and 0 will be offered in the following manner:

**i) Employees Interested**

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

**ii) Employee Notification**

Management will contact qualified employees in order of Corporation seniority as determined by the Joint Employment Committee's Corporation seniority list.

**iii) Union Notification**

The Local Union will be copied on all confirmations of

employment. Furthermore, the Local Union shall be notified of any refusal or inability to contact an employee.

### *Relocation Expenses*

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

House hunting trip

Removal of household effects

Transportation and travel accommodation

NOTE:

Except where temporary employees are referred to specifically, it is agreed that the term "employee" or "employees" used throughout Article 0 shall mean full-time continuing employees of the Corporation within the bargaining unit.

## **39 WORKFORCE REORGANIZATION**

**39.1** In the event of downsizing and or workforce reorganization the Corporation will use its best efforts to provide opportunities for training and development necessary for employees in the CEP Unit to have as much access as possible to any jobs which may remain and which are made up of some proportions of work from two (2) or more Units.

**39.2** For layoffs subsequent to April 1, 1997, where it can be clearly demonstrated that an employee has lost a position as a direct result of cross-skilling, the employee will be entitled to one (1) additional week salary for each continuous year of service with the Corporation, as a training allowance in addition to layoff pay for any affected unprotected member as provided for in the appropriate articles, and administered in the same manner as in Articles 41 and 0, with the same redeployment and bumping requirements and rights.

## **40 TECHNOLOGICAL CHANGE**

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

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

Such notice referred to above shall contain:

the nature of the technological change;

the date on which the Corporation proposes to effect the technological change;

the approximate number and type of employees likely to be affected by the technological change;

the effect that the technological change is likely to have on the terms and conditions, or security of employees affected.

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

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

**40.4.1** After notice as per clause 0 is given, the parties shall meet and discuss the technological change with a view to minimize or avoid adverse effects and to discuss options to assist employees who are affected by technological change to adjust to any adverse effects associated with such technological change.

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

retraining;

reassignment and/or relocation to an available position.

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

**40.5** Affected employees shall first have an opportunity to be redeployed in order of Corporation seniority in accordance with the process outlined below. However no employee is to be redeployed to a vacant position unless in possession of the occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. Redeployment will occur in the following order:

- i)** redeployment to a vacant position in the bargaining unit at the employee's location;
- ii)** redeployment to a vacant position in any other bargaining unit at the employee's location;
- iii)** redeployment to a vacant position in the bargaining unit at another location in the region;
- iv)** redeployment to a vacant position in any other bargaining unit in the region;
- v)** redeployment nationally to a vacant position in the bargaining unit;
- vi)** redeployment nationally to a vacant position in any other bargaining unit.

Such offer for redeployment shall be made according to the process provided in Article 0.

**40.6** If an employee is unable or refuses to be redeployed to a vacant position the employee shall bump in order of Corporation seniority. However no employee is to be bumped by an employee with more Corporation seniority unless the latter possesses the occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. Bumping will occur in accordance with the process outlined below:

- i)** bumping the most junior employee in the applicable same or lower classification in the bargaining unit at the employee's location;
- ii)** bumping the most junior employee in the applicable same or lower classification in the bargaining

unit in the region.

**iii)** bumping the most junior employee in the applicable same or lower position in any region in Canada, starting at the adjacent region(s)

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

**40.7.1** The Corporation will provide training and/or assistance to help the employee to adjust to such a career change. The employee has the right to refuse such an offer of special redirection.

**40.8** If the employee is unable to be redeployed to a vacant position, or to bump another employee, or refuses an offer of special redirection as provided above, the employee will be laid off and receive at least four (4) weeks notice of redundancy or four (4) weeks equivalent pay in lieu of notice and a separation allowance equal to one week's pay for each three (3) months of service or major portion thereof with the Corporation. The employee will have recall rights for twelve (12) months following the date of layoff.

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

**40.9.1** If an employee fails during the trial period, the

employee will be declared redundant and dealt with in accordance with Article 0.

**40.10** The parties agree to expedite the joint committee process at the Local and National levels to deal with technological change. Decisions regarding redeployment, bumping and layoff of employees affected by technological change will have been completed by the end of the six (6) month period following the notice of technological change to the Union. This process may be extended by the mutual agreement of the parties.

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

## **41 CONTRACTING OUT**

**41.1** As limited by Article 4.3, the Corporation undertakes to consult with the Union by way of the National Joint Committee on the potential outsourcing of any activities which will result in the layoff of employees. It is agreed the Corporation has the right to make the final determination and this consultation will not impede the decision process. This consultation is with the view to giving the Union an opportunity at the earliest stage as practicable to:

i) obtain information on the Corporation's objectives, the nature of the activities and the estimated number of employees, by location, affected by outsourcing;



**ii)** provide alternatives to the Corporation in areas of cost reduction, operational efficiencies and conditions of employment in order to achieve the stated objectives.

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

**41.2** When the Corporation has determined that it has a requirement to contract out any work within the jurisdiction of this CEP bargaining unit, as described in Article 4.3, the Corporation will provide the Union with as much notice as possible.

**41.2.1** As part of any negotiation with a supplier to provide a contracted service, the Corporation will provide an opportunity for the contractor to consider bargaining unit employees for employment with the contractor. Agreements that provide job opportunities for employees will be included in the written documentation between the Corporation and the contractor.

**41.3** Any employee who has completed the probationary period, and has been selected for employment by the contractor, will be separated from their employment with the Corporation. The employee will receive at least four (4) weeks notice of redundancy or four (4) weeks equivalent pay in lieu of notice and a separation allowance equal to one week's pay for each three (3) months of service or major portion thereof with the Corporation.

**41.4** Should an employee be unable or choose not to be engaged by the contractor, the employee shall first have an

opportunity to be redeployed in order of Corporation seniority in accordance with the process outlined below. However no employee is to be redeployed to a vacant position unless in possession of the occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. Redeployment will occur in the following order:

- i)** redeployment to a vacant position in the bargaining unit at the employee's location;
- ii)** redeployment to a vacant position in any other bargaining unit at the employee's location;
- iii)** redeployment to a vacant position in the bargaining unit at another location in the region;
- iv)** redeployment to a vacant position in any other bargaining unit in the region;
- v)** redeployment nationally to a vacant position in the bargaining unit;
- vi)** redeployment nationally to a vacant position in any other bargaining unit.

Such offer for redeployment shall be made according to the process provided in Article 0.

**41.5** If an employee refuses to be redeployed to a vacant position the employee shall bump in order of Corporation seniority. However no employee is to be bumped by an employee with more Corporation seniority unless the latter possesses the occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. Bumping will occur in accordance with the process outlined below:

- i) bumping the most junior employee in the applicable same or lower classification in the bargaining unit at the employee's location;
- ii) bumping the most junior employee in the applicable same or lower classification in the bargaining unit in the region.
- iii) bumping the most junior employee in the applicable same or lower position in any region in Canada, starting at the adjacent region(s)

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

**41.6.1** The Corporation will provide training and/or assistance to help the employee to adjust to such a career change. The employee has the right to refuse such an offer of special redirection.

**41.7** If the employee is unable to be redeployed to a vacant position, or to bump another employee, or refuses an offer of special redirection as provided above, the employee will be laid off and receive at least four (4) weeks notice of redundancy or four (4) weeks equivalent pay in lieu of notice and a separation allowance equal to one week's pay for each three (3) months of service or major portion thereof with the Corporation. The employee will have recall rights for twenty-four (24) months following the date of

layoff.

## **42 ANNUAL LEAVE**

**42.1** Leave with pay for annual leave shall be earned at the rate of three (3) weeks per year for those employees with less than eight (8) years of service and four (4) weeks per year after eight (8) years of service and five (5) weeks per year after eighteen (18) years of service, and six (6) weeks per year after twenty-five (25) years of service, computed according to the provisions of the Annual Leave Schedule. (Appendix "A").

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

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

**42.4** Annual leave shall be scheduled according to Corporation seniority and taken, operational requirements permitting, at any mutually agreeable time within the fiscal year. The employee shall not be compelled to take annual leave outside the period May 15th to October 31st.

**42.4.1** The employee's days off shall be scheduled to

coincide with annual leave in the weeks preceding and following the annual leave period, whenever possible.

**42.4.2** Where an employee elects to break annual leave entitlement into more than one time period, all employees within the identified group shall be afforded their right of preference for their first time period before seniority preference is given to an employee's second or subsequent time period(s).

**42.4.3** Employees taking their annual leave between May 15th and October 31st shall indicate their preference prior to April 1st and annual leave schedules shall be posted not later than April 30th. Employees taking their annual leave after October 31st shall indicate their preference not later than October 1st and schedules shall be posted not later than October 31st.

**42.4.4** Failure by the employee to indicate choice of annual leave, within the set time limits may result in the employee's loss of annual leave preference based on seniority.

**42.5** The Corporation may, without mutual consent, schedule annual leave carry-over, or annual leave for which the employee has not indicated a choice before October 1<sup>st</sup>, outside the period May 15th to October 31st provided:

- i) the carry-over or unrequested leave was not previously agreed under Article 42.3, or
- ii) the carry-over was not the result of leave being

requested by the employee but refused by the Corporation,  
or

**iii)** the carry-over or failure to request leave was not the result of the Corporation requesting the employee not to take annual leave.

The Corporation undertakes to use its best efforts to find mutually agreeable times before unilaterally scheduling such leave. It is understood that where such leave is to be scheduled by the Corporation it must be in blocks of at least one week, unless the employee agrees otherwise.

**42.6** Any legal or declared holiday (Article 0) falling within an employee's annual leave period shall be considered as taken. The day or half day of annual leave so displaced shall be added to the annual leave period if requested by the employee and approved by the Corporation, or reinstated to the employee's annual leave credits to be taken at a later date.

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

**42.8** When a CBC North employee proceeds on leave

with pay, other than special leave, and the period of time required for the journey to or from the isolated location is prolonged by transportation delays beyond the employee's control, travel time not exceeding five (5) days will be allowed in respect to any one period of absence. Notwithstanding the above, an extension of this period may be allowed in special circumstances. In addition to the continuation of salary during this period, allowances will also be continued. This travel time will not be charged against the employee's leave credits, although for the purposes of payment of salary and allowances, it shall be regarded as leave.

**42.9** When a CBC North employee proceeds on either annual or sick leave, the employee will be allowed leave in an amount which is the lesser of three (3) days or the actual time required to travel from the isolated post to the nearest point of departure and return from the nearest point of departure to the isolated post.

**42.9.1** Travel leave may be granted to points other than the nearest point of departure for CBC North employees except that where such employees are authorized to proceed on annual leave more than once in a fiscal year, the total amount of travel leave which may be granted shall not exceed the maximum referred to above. This travel time will not be charged against the employee's leave credits, although for the purposes of payment of salary and allowance, it shall be regarded as leave.

**42.10** Upon separation from staff, an employee will

receive a cash payment equivalent to salary for unused annual leave credits.

## **43 SPECIAL LEAVE**

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

### *Bereavement*

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

If any of the three days coincides with a normal working day, the employee is entitled to a normal day's pay for such days. The intent is to provide employees with three (3) consecutive days off without loss of income, if any or all such days fall on a normal work day of the employee.



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

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

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

## **44 STD/LTD**

**44.1** Employees are entitled to disability and/or sick leave benefits in accordance with the following provisions.

**44.2** The Corporation accepts that it is the policy (contract) holder in respect to the long term disability plan and agrees the Union and the Employee will be provided access to the insurer.

**44.3** S.T.D./L.T.D. benefits apply to all regular and full time employees in the bargaining units who elected to be covered by these new provisions. Employees hired after April 1st, 1977 participate in these Plans as a condition of employment. S.T.D./L.T.D. Disability Plans do not apply to temporary employees except as provided in Article 0.

**44.3.1** 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.

**44.3.2** 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 length of		will receive benefit of	
More than	but less than	full salary for	plus 66 2/3 salary for
3 months	1 year	2 weeks	15 weeks
1 year	2 years	4 weeks	13 weeks
2 years	3 years	6 weeks	11 weeks
3 years	4 years	8 weeks	9 weeks
4 years	5 years	10 weeks	7 weeks
5 years	6 years	12 weeks	5 weeks
6 years	7 years	14 weeks	3 weeks
7 years or more		17 weeks full salary	

Upon request, an employee will be advised of the status of S.T.D. Benefits available.

**44.3.3** 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.

**44.3.4 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 (unless they elect option under Article 0 0 on the eighty-sixth (86th) day of such disability, receive 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 are subject to periodic review for acceptance.

**44.3.5** An employee receiving Long-Term Disability Benefits will, for the duration of Long-Term Disability Benefits have all premiums normally payable for the various 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.

**44.3.6** 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:

- i) an employee with less than seven (7) years'

service may draw from their "bank" of "Sick Leave Credits" to bring their Short-Term Disability Benefits up to full salary;

**ii)** a working employee may opt out of the Long-Term Disability Plan (and cease premium payments) when their age plus their "banked sick leave credits" and/or benefits entitlement under the Short-Term Disability Plan will provide disability income protection to retirement;

**iii)** an employee in receipt of Long-Term Disability Benefits may opt out of this plan when their age plus their "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 their "banked sick leave credits" rather than remain on Long-Term Disability Income;

**iv)** 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.

**44.3.7** The bargaining units will have the right through their representatives on the Consultative Committee on Staff Benefits to take part in the election of a Union Representative to the adjudication committee which reviews Long-Term Disability cases and may, in the case of a claim involving a member of the bargaining units, name a CEP representative to sit on that particular adjudication.

### *Sick Leave "Old" Plan*

**44.4** Those regular or full-time employees who were on staff prior to April 1st, 1977 and opted to remain under the provisions of the "old" benefit plans including sick leave, will continue to benefit from this Plan which is described in H.R.P. 4.7.

**44.4.1** Leave with pay for illness is granted to employees under the conditions set forth in H.R.P. 4.7.

**44.4.2** For purposes of computing credits earned, any calendar month in which the employee is entitled to salary for a minimum of ten (10) working days shall be taken as a full month of service. Sick leave credits are accumulated in accordance with the sick leave schedule in H.R.P. 4.7.

**44.5** It is agreed and understood by the Parties that, effective April 1, 1977, the Sick Leave provisions of the Collective Agreement are amended to the extent of the new Disability Income Security Plans as set forth above.

The Corporation agrees that notwithstanding the changes to the benefit plans instituted April 1, 1977, all employees on staff prior to April 1st, 1977 will continue to enjoy full access to all current benefits unless they individually elected to participate in the new benefit plans.

## **45 ACCIDENT ON DUTY**

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

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

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

**45.1.2** Before reporting for duty following a compensable injury, an employee may be required to produce evidence of good health, showing that the employee has recovered and is able to resume normal duties. Upon receipt of this evidence, the Officer-in-Charge of Human Resources will authorize the employee to return to duty. When an employee is unable to resume normal duty, the employee will be afforded rights in accordance with Article 46 (INCAPACITATED/DISABLED EMPLOYEES)

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

## **46 INCAPACITATED / DISABLED EMPLOYEES**

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

**46.2** Employees who have been approved on L.T.D. will have benefits provided in accordance with the terms and conditions of the L.T.D. plan. Employees who are fully recovered and satisfy the Corporation that they are medically fit to resume full duty, will be placed in a suitable vacancy or category of employment as that which they held immediately prior to being approved on L.T.D. If no suitable vacancy exists at the same level, the returning employee will displace the most junior person in the same classification or category (at the location).

If no junior person exists in the same classification or category, the employee will displace the most junior employee in a classification or category of a lower group for which the returning employee possesses the necessary education, experience, and qualifications. The person so displaced will be given rights under Article 0 (Staff Reduction). With reference to this clause if no position is found at the location redeployment and bumping will be permitted under the appropriate section of Article 38

dependent on the employee's seniority date.

**46.3** If the employee returning from L.T.D. has been certified medically fit to return to duty at the employee's regular position and there is a medical restriction which is temporary (i.e. no more than six (6) months), the Corporation will make reasonable efforts to accommodate the temporary restrictions.

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

**46.5** When an employee is placed in a position as per clause 0 above and fully recovers at any time within two (2) years from return to full-time duty, the employee will be entitled to a return to the employee's former or equivalent category of employment within one (1) year of being declared fully recovered. This will be subject to a suitable vacancy becoming available.

**46.6** The employee shall fully co-operate with the Corporation by providing any and all relevant medical information related to employment and/or restrictions.



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

**46.8** The employee will cooperate fully with the insurance company and the Corporation in matters relating to training and/or opportunities for placement outside the Corporation if no placement inside the Corporation can occur.

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

**46.10** The above applies to all persons who apply and are accepted for L.T.D. from April 1, 1996 onward.

## **47 PARENTAL LEAVE**

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

**47.2** Maternity Leave

**47.2.1** Expectant mothers with at least twelve (12) consecutive months of continuous service who qualify for

Employment Insurance Benefits will receive Supplemental Unemployment Benefits for a period of seventeen (17) weeks.

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

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

**47.3** Adoption Leave

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

**47.4** Child Care Leave

**47.4.1** In addition to the above leave provisions, parents with at least six (6) consecutive months of continuous employment are eligible for up to twenty-four (24) weeks of leave for child care purposes. This may be taken at any time within the fifty-two (52) weeks after the child is born or comes into the parent's care and custody. In cases where both parents are employed by the Corporation, the combined leave will not exceed twenty-four (24) weeks and may be divided between them.

**47.5** Absence Without Pay

**47.5.1** Employees with at least six (6) consecutive months of continuous employment who are granted Maternity or Adoption Leave are eligible for a maximum of fifty-two (52) weeks of absence from work for maternity and child care purposes. The total of seventeen (17) weeks of Maternity or Adoption Leave plus up to twenty-four (24) weeks of Child Care Leave, plus a further period of absence without pay must not exceed a total of fifty-two (52) weeks.

**47.6** Parental Three-Day Leave

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

**47.7** Leave of Absence

**47.7.1** Subject to eligibility, an employee's leave of absence, with or without special monetary benefits, may comprise:

for the *expectant mother*: Maternity Leave, Child Care Leave, and Absence Without Pay;

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

for the *co-parent* who is taking a child home: Parental Three-Day Leave, Child Care Leave, and

## Absence Without Pay.

### **47.8** Benefits

#### **47.8.1** Pension Plan

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

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

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

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

Employees who continue on Absence Without Pay beyond

Maternity and Child Care Leave may choose to continue pensionable service if they pay both the employer and employee shares of the pension contributions. The commitment to pay both share must be made prior to beginning Child Care Leave, and arrangements to pay must be made immediately after the employee returns to work.

#### **47.8.2 Supplemental Unemployment Benefits Plan (SUB Plan)**

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

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

Note: Employment Insurance benefits cannot be applied until ten (10) weeks before the expected birth week and

there is a two (2)-week waiting period.

**47.8.3 Other Benefits**

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

During the period of Absence Without Pay, the employee may elect to maintain coverage by paying required premiums in full.

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

**47.9 Break In Service**

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

**47.10 Annual Leave**

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

**47.11 Severance Pay**

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

**47.12** Leave Requests

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

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

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

Requests for leave should indicate the intended length of absence.

**47.13** Upon request, the Corporation will inform each employee on leave of employment, promotion and training opportunities in the employee's location.

**47.14** Returning to Work

**47.14.1** The employee must give a minimum of two (2) weeks, but preferably four (4) weeks written notice prior to returning to work. All employees taking leave will be returned to their former positions, except that, if a valid reason exists for not being returned to the former position, the employee will be assigned to another comparable position in the same location, with the same wages and benefits, and appropriate to the employee's skills and abilities.

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

**47.15** An employee unable to return to work owing to disability or illness will receive the benefits provided in Article 0, providing the employee has kept up coverage.

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

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

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



## **48 JURY DUTY**

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

When an employee is subpoenaed as a witness (not for the employee's own case), the employee shall receive full salary for that period.

In both instances payment is subject to satisfactory evidence.

## **49 MILITARY SERVICE**

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

**49.2** An employee leaving for such service shall receive payment equivalent to salary for annual leave remaining to the employee's credit as of the date of leaving for Military Service.

**49.3** An employee promoted to take the place of one on leave of absence for Military Service may, upon resumption of employment by an employee honourably discharged from Military Service, be returned to the employee's previous position. The employee so promoted and while such

promotion is temporary, shall continue to accumulate experience credit which shall govern salary on return to the group from which the employee was promoted. In the event of a subsequent permanent promotion to the higher group which the employee had filled temporarily, the employee shall receive full experience credit in such higher group for the period which had been engaged in that higher group.

**49.4** If an employee, upon return from such service, is found to be physically incapacitated to the extent that the employee is unable to resume former employment, the Corporation shall make all efforts to place the employee in other acceptable employment, and shall consult with the Union thereon. If such other employment is not found, the employee shall be given severance pay based on continuous years of service.

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

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

## **50 LEAVE OF ABSENCE**

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

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

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

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

**50.5** While on leave without pay employees will accumulate seniority in accordance with Article 0 (Seniority). Employees granted a leave without pay, who do not report on schedule upon the expiration of such, will lose their seniority. Unless pre-paid arrangements have been confirmed in writing, no benefit plans will apply during the period of leave without pay.

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

## **51 BENEFITS**

### *Supplementary Health Care Plan*

**51.1** The Corporation will continue to pay 100% of the cost of the prevailing supplementary health care plan.

### *Dental Plan*

**51.2** The Corporation will continue to pay 100% of the cost of the prevailing Dental Care plan. The parties agree to revisit the plan structure in the future with a view to improving the plan, particularly when the plan deficit is paid.

## **52 HOSPITAL/MEDICAL COVERAGE**

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

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

alternative funding arrangements.

## **53 LIFE INSURANCE**

All full-time employees are entitled to insurance coverage in accordance with the following provisions.

### *SECTION A - OLD PLAN*

**53.1** The provisions of Section A (Old Plan) apply only to full time employees who chose to retain these benefits rather than the benefits outlined in Article 0. 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 rate.

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

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

Employees who retire early (before age 65) can, at their

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

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

### **SECTION B - NEW PLAN**

**53.2** The following provisions will apply to all those full-time and eligible temporary 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.

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

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

In addition to the basic Life Insurance provided by the Corporation, under Article 0, the employee may purchase

total basic and optional Life Insurance up to five times (5x) salary at group rates. Medical evidence of insurability will be required for all the above except for the extra one (1x) times option.

**53.2.3** An employee may elect to participate in Dependent(s) Life Insurance in the amount of \$15,000.00 for a spouse and \$7,500.00 for each child. Common-law relationships will be recognized after one (1) year of co-habitation and single parents qualify. The premium per family will remain at a flat rate regardless of the number of dependents.

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

- i)** Thirty (30) days from April 1, 1977;
- ii)** Within thirty (30) days from date of marriage;
- iii)** Within thirty (30) days from the birth of a child;
- iv)** Within thirty (30) days from date of employment for employees hired after April 1, 1977;
- v)** During the annual open enrollment period (April 1st)..

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

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

**53.2.6** A fully paid-up Life Insurance policy in the amount of \$4,000.00 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 \$25,000.00 or two times (2x) basic salary, whichever is the greater until normal retirement age.

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

## **54 TRAVEL ACCIDENT INSURANCE**

Travel Accident Insurance will be granted in accordance with corporate policy



## **55 MEDICAL CERTIFICATE**

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

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

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

## **56 SEVERANCE PAY**

**56.1** Upon separation from staff caused by illness, retirement or death, employees in the bargaining unit shall receive severance pay (except as provided for in Article 0) equivalent to:

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

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

**56.1.2** On retiring from staff at, or before, normal retirement age, or on separation due to illness, an employee may elect to receive a Retiring Allowance equivalent to the severance pay provided in Article 0. Such allowance will be paid in the same manner as regular salary and will be subject to deductions for the Corporation's staff benefit plans, where applicable. The period during which a Retiring Allowance is paid is called Retirement Leave and will count as service for the purpose of the CBC Pension Plan. Retirement Leave cannot extend beyond the normal

retirement date, as defined in the CBC Pension Plan. Any balance remaining at that time will be paid as a lump sum.

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

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

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

## **57 RETIREMENT**

**57.1** Retirement is based on age and shall take place in all categories of employment on the last working day of the month in which the employee reaches age sixty-five (65). It is understood that other conditions of retirement shall be governed by any legislative requirements and any applicable Corporation policies which will be appended to this Agreement for informational purposes.

**57.2** Managers who have been transferred to the bargaining unit as a result of the CLRB decision are no longer entitled to pre-retirement leave. However, those managers who presently meet the requirements for such

leave and had already declared their intention to retire within three (3) years will be granted the pre-retirement leave.

## **58 UNION DUES AND DEDUCTIONS**

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

**58.1.1** Beginning on the effective date of this Agreement for every present employee.

**58.1.2** Beginning on the first day of employment for every new employee.

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

## **59 UNION ACCESS**

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

**59.2** Union business such as organizing campaigns or union meetings on Corporation premises shall be done only with the consent of the Corporation.

**59.3** At each location, the Corporation shall designate Union bulletin boards in suitable places on its premises for the posting of Union announcements regarding meetings, elections, negotiations, Union policies and positions, and internal affairs of the Union. The Union will not post material considered damaging to Union/Management relationships. Union postings on any other bulletin board must be authorized by the Local officer responsible for Industrial Relations or the appointed delegate.

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

**59.5** Subject to space available and at Management's discretion, elections of Union officers may be held on the premises of the Corporation. The Corporation may allow

employees to vote during working hours and if they do so, time will be made up.

## **60 RELEASE FOR UNION ACTIVITIES**

**60.1** Leave without pay shall be granted to any employee duly authorized to represent employees in order to attend executive committee meetings, Labour conventions, and other legitimate union activities. A request for such leave shall be received in writing or electronically by the appropriate Corporate Industrial and Talent Relations representative at least four (4) days in advance of the schedule posting date, unless such time limit is mutually waived by the parties. The Corporation reserves the right to limit the number of employees granted such leave in order to meet its operational requirements. Such leave will not be unreasonably withheld.

**60.1.1** The Corporation will maintain the regular salary and benefits of an employee who is granted leave without pay in accordance with clause 0. To recover the employee's salary and complete cost of benefits from the Union, the Corporation will deduct, from the remittance of the Union dues to the National Office of the Union, the gross salary for the period of such leave.

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

which this recovery is made.

**60.1.2** Subject to any various restrictions contained in various benefit plans, leave provided in clause 0 shall not deprive an employee of any benefits to which the employee is entitled under the terms of this Agreement. Employees granted leave under clause 0 above will continue to accumulate service for a continuous three (3) month period. If the period of leave extends beyond three (3) months, accumulation of service will not occur and arrangements can be made regarding possible benefit continuation including cost of same.

**60.2** Subject to operational requirements and reasonable notice, in the event that an employee desires to obtain leave of absence without pay to maximum of four (4) years for the purpose of accepting a position with the Union or an official Labour body, such leave shall be granted by the Corporation on receipt by the Corporate Industrial and Talent Relations Service, of a written request from the employee and the Union. Any additional periods will be granted by the Corporation on receipt of a written request from the employee and the Union.

**60.2.1** It is understood that such absence without pay over three (3) continuous months will not be counted as service or continuous service with the Corporation. During the employee's absence and subject to any limitations imposed by the plans and/or legislation, the employee may continue to participate in the pension, group life and medical/hospital plans, provided the employees pre-pays all

required premiums/contributions (employee's and Corporation's share where applicable).

**60.2.2** Upon termination of a position with the Union, the employee shall be entitled to resume employment with the Corporation under the same classification and salary that was paid at the time of leaving plus any increases granted in the interim. If such classification has disappeared, the employee shall be entitled to resume employment with the Corporation in the salary group of the classification that was occupied when temporarily leaving the employ of the Corporation.

**60.3** Upon request by the Union, the Corporation agrees to release, without loss of regular pay or leave credit, Union representatives to attend negotiation and grievance meetings. It is understood that the Corporation will not be required to release more than seven (7) employees for the purpose of negotiations nor more than six (6) employees for the purpose of Second Step (National) Grievance meetings, nor more than three (3) employees (five (5) in Toronto) for the purpose of First Step (Local) Grievance meetings.

A request for release for negotiation and Second Step (National) Grievance meetings shall be submitted to the appropriate Industrial Relations representative four (4) days in advance of the schedule posting for the period in question, unless otherwise mutually agreed.

A request for release for First Step (Local) Grievance meetings shall be submitted at the time the meeting is arranged.



**60.3.1** Grievance Committee and Negotiating Committee members outlined in clause 0, will suffer no loss in regular salary for time spent meeting with Management representative(s).

**60.4** In the event that an employee is in attendance at any of the meetings referred to above on a scheduled day-off, the employee shall receive a compensatory day-off in lieu to be taken at a mutually convenient time. Such day(s) shall, where possible, be assigned in conjunction with regular consecutive days-off.

**60.5** It is understood the Corporation reserves the right to hire temporary employees for any releases contained in this Article.

## **61 UNION REPRESENTATION**

**61.1** The Union will notify the appropriate Industrial Relations Representatives, of the names of its national representatives, local officers and stewards at least once per year. Similarly, the Local Union will advise the Local Officer in Charge of Industrial Relations of the names of its local officers and stewards. In dealings with the Corporation, no employee shall act on or be recognized as acting on behalf of the Union, nationally or locally, until such notification is given.

**61.2** With sufficient prior notification, the Union shall have the right at any time to have the assistance of a staff

representative of the CEP when meeting with the Corporation. Where a staff representative attends such a meeting, sufficient notice should be given to allow for a Corporate Industrial and Talent Relations Officer to attend.

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

## **62 NOTIFICATION TO UNION**

**62.1** The Corporation shall give written or electronic notice to the Office(s) of the Union directly involved a copy of the following:

- i)** National Union Office  
Notice of Vacancy in any classification (Article 0)  
Notice of Hiring and Termination on a monthly basis  
A copy of Local Joint Committee Meeting Minutes;
- ii)** National Union Office and Local Designated Officer  
Notices in respect of probationary period, (Article 0)  
Notices in respect of Trial Periods (Article 0)  
Notices in respect of Discipline (Article 0)  
Notices in respect of Jurisdiction (Article 0)

**62.2** The Corporation shall mail to the National Office(s) of the Union the following:  
A copy of any mutually agreed interpretation or application of the Agreement in both official languages.

On a monthly basis a copy of the employee record listing of the CEP Units indicating the names of the continuing employees and temporary employees by location

A copy of Notice in respect of impending technological change (Article 0)

Statements of Union Dues Deductions (Article 0)

**62.3** A copy of all information regarding dues deductions, remittances and adjustments for leave for union activity (Articles 58.2 and 60.1.1) will be forwarded to the local union officer at the location concerned with those employees.

## **63 MANAGEMENT RIGHTS**

**63.1** It is recognized that the Management of the corporation, the control of its properties, and the maintenance of order on its premises and the establishment of policies and standards governing its programming is solely the responsibility of Management.

**63.2** The Corporation further reserves all other Management rights including but not at all limited to:  
the right to determine and effect its own methods and scope of operations;

to determine the number of persons required to carry out its operations;

to select, hire, promote, downgrade, direct and retire its

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

**63.3** Such Management rights will not be exercised in a manner inconsistent with the provisions of this agreement.

## **64 JOINT COMMITTEES**

**64.1** In order to promote harmonious relations between the Corporation and its employees represented by the Union and to discuss matters of mutual interest not covered by the provisions of the Collective Agreement, misunderstandings or problems arising from the application of the Collective Agreement, Joint Committees composed of at least two (2) representatives appointed by each party will be established at the local level. Minutes are to be kept, read and signed by both parties and forwarded to the Union's National Office.

In addition it will be the function of this Committee to review the use of temporary employees in the location.

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

Committee meetings.

## **65 NATIONAL JOINT COMMITTEE**

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

changes in technology

training and professional development

professional issues

issues related to downsizing

workload

use of outside resources

use of staff resources on non-CBC originations

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

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

**65.2** Upon request from the Union, the Corporation may release without loss of pay or leave credits, one (1) or more representatives from each location for the purpose of attending National Joint Committee meetings. Up to six (6)

employees may be released for the purpose of attending National Joint Committee meetings. Such releases will be without loss of pay or leave credits.

**65.3** National Joint Committee meetings shall be held quarterly on dates mutually agreeable. The parties shall submit an agenda at least fourteen (14) days prior to such a meeting.

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

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

## **66 GRIEVANCE PROCEDURE**

### *Purpose*

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

### *Personal Submission of Grievances*

**66.2** The parties recognize that the "Canada Labour

Code, Part I" provides that any employee may present a personal grievance to the employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following Article on grievance procedure.

**66.2.1** If an employee or a group of employees has a complaint they have the right to and should discuss the complaint with the supervisor prior to a grievance being filed. A union representative may be in attendance. The supervisor and the employee(s) shall make a sincere effort to resolve the complaint prior to a grievance being filed. Once a complaint has been lodged, the parties will agree on a reasonable time frame to deal with the complaint and unless otherwise agreed, such time frame shall not exceed five (5) calendar days.

### *Step One*

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

**66.3.1** In addition, the local union may also file grievances, within the same twenty (20) day period as described above.

**66.3.2** At each place of employment, local grievance meetings shall be held as required or at mutually agreed

upon regularly scheduled intervals. Unless otherwise mutually agreed upon, a meeting must take place within twenty (20) days from the date of the filing of the grievance.

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

**66.3.4** The Local Union Grievance Committee shall not exceed three (3) members except as otherwise agreed and they shall suffer no loss in regular salary for time spent during their normal working hours attending such meetings. If a grievance meeting occurs outside normal working hours for any such member, the member will be rescheduled so that the meeting takes place during working hours. If such rescheduling is not possible, any time spent outside working hours will be compensated as time in lieu. Such committee will be given adequate access to the grievors and other involved employees at the workplace, and reasonable working time to conduct their investigations on the facts of the issues.

**66.3.5** At the local meeting, the parties shall record the issue(s) and position(s) as understood by the other side. The parties shall fully discuss the issue(s) and make a sincere effort to resolve the issue(s) at the local level.

**66.3.6** Settlements reached at the local level shall have no



precedent value and will not be referred to or imposed by either party to this Agreement elsewhere within the Corporation unless at the National Level, the national parties mutually agree to do so.

**66.3.7** Minutes will be kept and read and signed by both parties at the end of the meeting. A copy of such minutes will be forwarded to the Corporate Industrial and Talent Relations Officer and the National Union representative by the Local Human Resources Officer or other individual taking the minutes.. Upon request, a signed copy will be forwarded by mail.

### *Step Two*

**66.4** In the event the grievance is not settled at the local level it shall be referred to the national level within thirty (30) days unless otherwise mutually agreed.

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

**66.4.2** There will be a regular schedule for National Grievance meeting. Such meetings will be held on the Tuesday, Wednesday and Thursday of the following months and weeks:

- )January
- )4th week

- )March                    ■)2nd week
- )April                    ■)3rd week
- )June                    ■)1st week
- )September            ■)2nd week
- )October                ■)3rd week
- )December             ■)1st week

■ **66.4.3** Additional meetings can also be held by mutual agreement between the parties. Any meeting may be cancelled or rescheduled by mutual agreement.

■ **66.4.4** At the National Grievance meeting, the parties will review the local proceedings and minutes and they will restate the issue(s) and their respective understanding of the issue(s) in dispute. Either party may reject a local settlement, for good and sufficient reasons, in which case the matter may be referred back to the local level or continue to be dealt with by the parties at the National level.

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

■ **66.4.6** It is understood that both grievance committees have the full authority to resolve the issues in dispute and to impose such agreed upon solutions on the location(s) where the grievance arose. Such a settlement shall be binding on all concerned. In matters of collective

agreement interpretation, the Corporate Industrial and Talent Relations Department shall be the final corporate authority.

■ **66.4.7** The National Union Grievance Committee shall consist of up to six (6) persons. Such persons shall be released from duty with no loss of pay or leave credits to attend such meetings. The Union shall request a release of such persons at least four (4) days in advance of the posting date for the week in question through the Corporate Industrial and Talent Relations Department.

■ **66.4.8** Minutes shall be kept of the National Grievance meetings and each party shall read and sign such minutes at the close of the meeting.

#### *Union or Corporation Grievance*

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

#### *Arbitration*

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

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

■ **66.7** EXPEDITED ARBITRATION, in accordance with the procedure below shall be used for all grievances except:

- n) Discipline over five (5) days;
- n) Matters dealing with Article 0 (Jurisdiction);
- n) Matters dealing with Article 0 (Technological Change);
- n) Matters dealing with Article 0 (Staff Reduction);
- n) Matters where the potential remedy is over five thousand dollars (\$5,000); or
- n) Where the parties mutually agree to go to regular arbitration.

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

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

■ **66.7.3** If either party has reason to object to a proceeding on a preliminary or jurisdictional matter, such

objection must be raised and arguments submitted in writing to the arbitrator at least ten (10) days in advance of the hearing.

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

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

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

■ **66.7.7** In arriving at a decision, the Arbitrator

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

### *REGULAR ARBITRATION*

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

■ **66.8.1** The parties shall jointly select an arbitrator within fifteen (15) days of the national grievance meeting. If the parties are unable to agree on an Arbitrator, the parties shall request the Minister of Labour to appoint an Arbitrator.

■ **66.8.2** A joint statement or separate statements by the Corporation and the Union, describing the facts of the grievance and the issues to be decided by the Arbitrator shall be submitted to the Arbitrator within ten (10) days of acknowledgement to hear the grievance. A hearing shall be held at a time and place to be determined by the Arbitrator, so that the parties may have an opportunity to present further evidence and to make necessary representations. Written reasons for a decision shall be given by the

Arbitrator within three (3) months of the completion of the hearing, which shall be final and binding on all parties.

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

### *Dismissals*

■ **66.9** Grievances related to discharge shall be referred directly to regular arbitration which will be an expeditious process. Unless otherwise mutually agreed, within fifteen (15) days of referral to arbitration, the parties shall jointly select an arbitrator who must be available to hear the grievance within five (5) days of being acceptable and/or contacted by the parties.

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

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

### *Cost of Arbitration*

- **66.10** The cost and expenses of the arbitrator under the expedited or regular arbitration process shall be borne equally by the Corporation and the Union.
- **66.10.1** Neither party will be required to share the cost of stenographic transcript or simultaneous translation without their express consent.
- **66.11** The time limits outlined in the grievance and arbitration procedure(s) are mandatory and any reference to days shall exclude Saturdays, Sundays and holidays.
- **66.11.1** The time limits may be extended by mutual agreement in writing.
- **66.11.2** In addition to the foregoing provisions of this Article, the time limits for filing a grievance concerning matters that were brought to the attention of the Local Joint Committees shall begin on the day on which the Committee disposed of such matters.



## n **67 NO-STRIKES OR LOCKOUTS**

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

■ **67.2** Employees in the bargaining unit covered by this collective agreement will not be required to handle, perform or assist in any work under the usual scope of any other bargaining unit which is on a legal strike against the Corporation and is represented by a recognized bargaining agent for persons employed by the Corporation.

■ **67.3** Should an employee in the bargaining unit covered by this Collective Agreement occupy a position which, as a regular component of that position, entails the carrying out of work which is also a component of a position in a lawfully struck bargaining unit, then notwithstanding Article 0 any such employee shall continue to perform such work, provided that the Corporation,

■ **i)** does not change the assignment or re-assign the employee for the purpose of carrying out struck work

■ **ii)** does not transfer such employee to

another location for the purpose of carrying out the work of any employee in a lawfully struck bargaining unit.

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

## n **68 OFFICIAL TEXT**

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

■ **68.2** All official interpretations of the articles of the collective agreement shall be by joint agreement and shall be signed by both parties and shall contain working examples where necessary.

## n **69 CONCLUSIVE AGREEMENT**

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

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

## **n 70 NOTICE OF NEGOTIATIONS / RENEWAL**

■ **70.1** Prior to the expiration date of this Agreement either party may within a period of three months preceding the date of expiration, by written notice, require the other party of the Collective Agreement to commence collective bargaining for the purpose of renewing or revising the Collective Agreement or entering into a new Collective Agreement. If written notice is given by either party and no new agreement is reached, all the provisions of this Agreement shall continue to be observed by both parties until seven (7) days after advice has been received from the Minister as set forth in the Canada Labour Code .

■ **70.2** Upon receipt of notice from one of the parties of a desire to negotiate a new Agreement, as provided in Article 0 above, a meeting shall be held between the parties within twenty (20) days for the purpose of negotiations, and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

■ **70.3** If neither party gives notice of termination nor of a desire to negotiate a new agreement this agreement shall be automatically renewed for a further period of one (1) year and from year to year thereafter.

## n **71 CONCLUSION**

■ **71.1** The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing the Agreement it binds the parties during the Agreement term to do everything they are required to do by the Agreement and to refrain from doing anything they are not permitted to do by the Agreement. The parties further understand and declare that in case any provisions of this Agreement are now or hereafter inconsistent with any Statute of Canada or any Order-in-Council or Regulations passed thereunder, such provisions shall be to that extent deemed null and void or shall be applied in such manner as will conform with law.

## n **72 EFFECTIVE DATE AND DURATION**

■ **72.1** This Agreement, except as otherwise specified, shall be effective from April 3, 1999 and shall continue in effect until midnight, June 30, 2001.

## n **73 GENDER**

■ **73.1** Wherever in the wording of this collective agreement either gender is used, it shall be understood to include the other gender.

n **APPENDIX A** **TABLE OF**  
**LEAVE CREDITS**

Based on 5 Day Week

Completed Months of Service during Preceding Fiscal Year	Less than 8 Years of Serv.	From 8 to 19 Years of Serv.	From 18 to 24 Years of Serv	After 25 Years of Serv.
1	1 ¼	1 2/3	2 1/12	2 1/2
2	2 ½	3 1/3	4 1/6	5
3	3 ¾	5	6 ¼	7 1/2
4	5	6 2/3	8 1/3	10
5	6 ¼	8 1/3	10 5/12	12 1/2
6	7 ½	10	12 ½	15
7	8 ¾	11 2/3	14 7/12	17 1/2
8	10	13 1/3	16 2/3	20
9	11 ¼	15	18 ¾	22 1/2
10	12 ½	16 2/3	20 5/6	25
11	13 ¾	18 1/3	22 11/12	27 1/2
12	15	20	25	30

It is recognized that the fourth, fifth and sixth week's annual leave provisions are applicable during the fiscal year in which an employee's 8th, 20th, or 25th anniversary occurs.

n **APPENDIX B** **OUT OF**  
**COUNTRY WORK**

■ Corporation personnel assigned to work and to be based outside of Canada on a continuing basis are not covered by the terms of this agreement except for the following provisions:

- n) seniority accrual;
- n) annual leave credits;
- n) pension contributions (on base salary);
- n) Group Life insurance; and
- n) Accidental Death and Dismemberment coverage.

At the conclusion of the out of country assignment, re-integration will not be subject to the posting provisions of this agreement. Such re-integration will be at the same salary level as the person had in their former classification, but may not be at the same location the individual left.

n **APPENDIX C STATEMENT  
OF QUALIFICATIONS**

The purpose of the Statement of Qualifications is to identify clearly the requirements and expectations of the job to potential candidates.

A Statement of Qualifications will include:

- n) a description of the core functions of the job;
- n) a description of the specific requirements of the employing department;
- n) objective criteria;
- n) subjective criteria (as required).

Objective criteria can include, but are not limited to, core

functional requirements such as:

- n) ability to execute the skills required to carry out the tasks of the position
- n) education
- n) knowledge
- n) training
- n) experience

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

- n) demonstrated talent in the specific functions or areas required
- n) demonstrated creativity in the specific functions or areas required
- n) demonstrated innovation in the specific functions or areas required
- n) demonstrated planning and organizational skills in the specific functions or areas required

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

n **APPENDIX D**  
**CONSULTATIVE COMMITTEE**  
**ON STAFF BENEFITS**

There shall be a Consultative Committee on Staff Benefits



whose terms of reference shall be as set out below.

#### ESTABLISHMENT

The established Consultative Committee on Staff Benefits will continue, membership in which shall be opened to employee groups represented by recognized bargaining agents, and to the confidential and management groups in such a manner as they shall themselves decide. However, no employee may be represented by more than one union, association or group. The Corporation shall be represented by the Director, Compensation and Benefits or the Director's Designee, who shall be the Chairperson of the Committee. The Vice-Chairperson shall be elected by the employee groups. The Committee or any of its members may invite observers and/or technical advisors who shall have voice but not vote. The Committee shall establish its own rules of procedure.

#### FUNCTIONS

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

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

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

#### POWERS

Decisions of the Committee shall be by a simple majority of the votes cast. The Corporation shall, subject to the provisions of Section 44 of the Broadcasting Act, implement all duly-adopted recommendations of the Committee involving adoption, alteration or termination of staff benefit plans, which do not involve the expenditure of additional funds.

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

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

#### MEETINGS

The Consultative Committee on Staff Benefits shall meet quarterly or as otherwise decided by a majority of the Committee. The agenda and related documents will be

distributed two weeks before the meeting date. The Chairperson of the Committee will cause minutes of the meeting to be kept and such minutes will be distributed to the Committee members within one (1) month following any meeting.

Nothing herein shall prevent any or all of the unions represented on the Committee from negotiating in their Collective Agreement any change in the Corporation's financial contribution to CBC staff benefit plans insofar as any group or groups of employees are affected. It is further understood that the Committee is not empowered to amend or change any of the provisions of any of the Collective Agreements except by mutual consent of the parties to that Agreement.

n **APPENDIX E PROGRAM**  
**ACQUISITION**

It is the intent of the parties to this agreement to ensure the CBC will continue to originate a broad spectrum of programs using its own resources, subject to the availability of funds. Specifically, the parties agree to the following:

News and Information Programming

In the areas of News, Information and Sports Journalism programming, the Corporation's originations will be predominant.

Sports Journalism includes documentaries, investigative reporting, or regional and national sportscasts.

Arts and Entertainment Programming

In the A&E area which includes all programming with the exception of News, Information and Sports, the Corporation undertakes that forty (40) per cent of its original Canadian production will be Corporation originated.

Included in this forty per cent (40%) is both In-House programming and productions in which components from a program partner are blended with predominantly CBC resources and employees.

#### Sports Programming

It is the Corporation's intent to remain in the Sports programming and production business. We plan to maintain our professional sports programming and build upon our commitment to amateur sports, sports journalism and documentaries. CBC commits that in fiscal year 1999/2000 the level of Sports production will not be reduced

#### NOTE:

The CBC agrees to review its planned program mix on an annual basis with Union representatives.

n                      **APPENDIX F                      INTERIM  
PROCEDURES - MAINTENANCE  
CAREER STRUCTURE**

■                      Group "A" Technicians in the Structure as of January 12, 1989 will continue to have access to and progress on the "Old "A" Scale" which is reproduced below.

■                      Group 8 Technicians connected

with the Maintenance Career Structure in its initial implementation in 1979 will continue to be treated in accordance with a side letter to this Agreement the contents of which appeared as item c) in the Letter of Understanding on the Structure signed August 1980.

■ The parties agree to the following method of remuneration for these Remote Area Transmitter Technicians Group "A":

?) The parties have agreed that the provisions of Article 16.4 in respect to upgrading to Group "B" will not apply Remote Area Transmitter Technicians Group to

"A" assigned to work alone at remote area transmitter sites.

?) In lieu of the application of Article 27.4.1, Remote Area Transmitter Technicians Group "A" assigned to work alone at a remote transmitter site will be remunerated as follows:

*GROUP "A" Maintenance Technician*

	June 1, 1998			Jan 1, 1999			July 1, 1999			July 1, 2000		
7 years	42387	1624.02	20.955	43659	1672.76	21.584	44969	1722.95	22.232	46318	1774.64	22.899

? **APPENDIX G JOB EVALUATION**

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

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

***Committee Mandate and Tasks***

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

The Joint Committee will ensure the development of a Job Evaluation plan in accordance with this Memorandum of

Agreement. The roles and responsibilities of the Joint Committee and Management will be as follows:

Management	Joint J.E. Committee
•Prepare Job Descriptions	•Develop JE Plan
•Give Job Descriptions to Committee	•Check and Validate Job descriptions for content
	•Select Benchmark Jobs
	•Test & evaluate the plan using benchmark jobs
•Evaluate all non-benchmark jobs	
•Present results to committee (Including job descriptions scores on all factors, total scores)	•Review results and Bargaining Units, provide feedback to management

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

### *Dispute Resolution Mechanism*

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

Should the parties continue to disagree with the results of the evaluation of the job(s), the matter may be referred to a



Dispute Resolution Process described as follows:

- . the parties shall arrange for a meeting with a mutually agreed third party who is familiar with this job evaluation plan to act as a mediator;
- . the mediator shall have no authority to impose any decision on the parties. The process of mediation shall be conducted without prejudice to the position of either party and the content of the discussions held cannot be relied upon by either party in any subsequent arbitration;
- . should the parties not resolve the differences between them at the mediation stage, the matter may be referred to an arbitrator within 60 days of the completion of the mediation process;
- . should the parties not be able to mutually agree on an arbitrator, they shall apply to the Minister for an appointment;
- . the parties agree the jurisdiction of the arbitrator shall be limited to the following areas only:

- i) whether the Job Evaluation Plan process was properly followed or;
- ii) whether Management's evaluation rating were correct;
  - ) it is further agreed the Arbitrator shall not:
    - i) amend the Job Description or;
    - ii) amend the Job Evaluation Plan or any part thereof.

### *Development Methodology*

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

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

### *Intent of the Job Evaluation Plan*

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

The CBC and its Unions agree that this job evaluation plan is solely for the purpose of establishing and applying

objective criteria to new and existing jobs in our workplace in order to ensure that they are equitably ranked.

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

### *Principles of the Job Evaluation Plan*

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

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

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

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

*Job evaluation is concerned with accurate assessment of required work being performed.*

*Ratings are the means of quantifying that assessment.*

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

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

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

4. Factor interpretations should remain consistent  
*New interpretations of factors, unsupported by new facts, generate inconsistency.*

5. Job Descriptions.

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

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

6. Quantity of tasks is not a job evaluation issue.  
Depending on the operational needs of any location, personnel may be required to perform a variety of different tasks within a given pay scale. Such requirements will not affect the value of the role.  
*While it applies to future workforce structures, this principle is derived from practices that exist in current collective agreements. Job Evaluation should not be used as a tool to attempt to raise the value of multi-skilled roles.*
7. Jobs can be rated downwards, upwards, or remain the same.  
*The relativity of previously rated jobs may need to change as job content changes. The underlying principle is that if objective examination can cause a rating to increase, then it must be possible for objective examination to cause a rating to remain unchanged or decrease.*
8. Not all factors will be applicable to all jobs.  
*The CBC is complex organization and contains a wide variety of jobs. There will be factors applicable to some 'types' of work that will not apply to others and, in those cases, the factors will not contribute to the value of the jobs.*

***Standards which the Job Evaluation Plan  
must meet***

The following will be the standards for the new plan:

9. One plan for all jobs in the Canadian Media Guild,  
and CEP
10. Fair and equitable
11. Reflects what is valued by the CBC
12. Must address the full range of work at the  
CBC
13. Simple process
14. Inexpensive to administer

#### *Cost Impact of the Job Evaluation Plan*

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

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

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

### *Interim Arrangements*

#### **1. Existing Activities**

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

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

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

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

#### **2. Creation of new roles prior to implementation of plan**

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

### *Implementation Agreement*

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

- . A communications strategy

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

#### *Date for Completion of the Job Evaluation Plan*

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

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

#### *Term of the Memorandum of Agreement*

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

n

**APPENDIX H**

**HYBRID**



### **CROSS-UNIT JOBS**

#### **HYBRID JOBS and CROSS-SKILLING ACTIVITY**

Preamble: The Parties have discussed the issues of creation, management and compensation for hybrid jobs as well as the broad general issue of cross-skilling activity. These discussions have resulted in the agreements outlined in this document which are to be read as complementary to and, where appropriate, clarification of the existing collective agreements between the CBC and the CMG, the CEP (Unit 2) and the CMG (Unit 3), respectively. This agreement does not, however, change, take away from, reduce, or enhance the provisions of the jurisdictional or training articles of each of the CMG, CEP collective agreements. Nor does it change in any way the articles in those agreements which deal with bumping, redeployment, layoff and recall except as set out in Part B, item 2 of this agreement.

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

PART A - THE CREATION AND MANAGEMENT of

## HYBRID JOBS and EMPLOYEES

### 1. Union Affiliation:

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

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

If a hybrid job includes work from CMG (Unit 1) job classifications, then CMG (Unit 1) working conditions will apply. If the hybrid job involves only CEP and CMG (Unit 3) job classifications, then CEP working conditions will apply. In all cases, when hybrid jobs are to be posted and filled, the procedures contained in Article 25.1 of the CEP collective agreement, which govern the selection of lead hands and specialists, will be used.

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

Each time that either an experimental or continuing hybrid role is to be created from existing staff, management will determine the nature and extent of any developmental process (training, practical experience, or a combination

thereof) which will apply. Management will seek expressions of interest from employees at the location, ensuring that the most senior employees who occupy either of the classifications, from which the hybrid is to be created, have an opportunity to compete. In particular, the most senior employee who has indicated a desire to participate must be included in any developmental process offered. In any event, if more than one employee is competing for the job, the best candidate will be chosen.

4. Creating a new Hybrid Classification:

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

5. Experiments:

If a hybrid role under consideration involves a combination of functions not yet in existence in any "English file" (as per the CLRB definition) location, the Corporation shall have the unfettered right to conduct experiments and compensate the

employees involved as outlined in the collective agreement(s). If the hybrid role under consideration exists, but not in the medium at the location involved, the Corporation may conduct experiments in that medium at that location, not to exceed the length of the first such experiment, including extension by mutual agreement, should that be the case. If the hybrid role being considered already exists in the medium at the location in question, then the Corporation must provide a rationale for conducting further experiments and seek the agreement of the Unions involved. Such agreement will not be unreasonably withheld.

6. Compensation:

The rates for the hybrid classifications identified at the time of this agreement are set out in the attached salary scales. The salaries for those hybrid employees will be adjusted in the following manner: If the successful employee is being paid on the higher of the salary scales involved, then his/her salary will be adjusted to the same year step of the hybrid scale and the anniversary date of progression will remain unchanged. If the successful employee is being paid on a lower salary scale, then s/he will be promoted to the hybrid scale, his/her salary will be adjusted by the equivalent of at least one full increment in her/his current salary scale, and the date of promotion will become the new anniversary date of progression. In either case, the date of salary adjustment to the hybrid salary scale will be the date of appointment or promotion or, if there was an experiment, the date of confirmation at the

conclusion of the experiment.

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

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

7. Seniority:

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

**PART B - AGREEMENT in respect of CURRENT HYBRID EMPLOYEES**

1. Grandparenting:

The Parties agree to confirm the current incumbents of hybrid jobs. The lists provided to the Unions on August 14, 1997, and as updated December 31, 1997 and as subsequently amended by agreement of the parties, will be used as the base, subject to joint review. For those who have been in place for six months or more, confirmation will be effective six months after the commencement of the hybrid function. The salaries of these incumbent will be

retroactively adjusted to the rates outlined in item 6 of Part A above, effective the date of confirmation. For those who have not been in place for six months, Management will have fourteen (14) days from the date of this agreement to decide whether to confirm the incumbents or not. If the incumbent is confirmed, then hybrid compensation, as outlined in item 6 of Part A above, will begin to be paid effective the date of confirmation. If the incumbent is not confirmed, the experiment will be terminated.

2. Layoff and Recall:

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

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

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

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

#### Part C - Cross-skilling by non-Hybrid Personnel

##### 1. General Agreement:

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

##### 2. Incidental Tasks:

The following is a list of examples of activities, which the

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

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

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

3. Assignment:

Any cross-skilling work for which a premium is claimed must have been assigned by Management or a person designated by Management to make such assignments. In making such assignments, Management, or its designated representatives will take into account the skills and abilities of available staff. Employees may express their



reservations about undertaking cross-skilled assignments for which they feel insufficiently qualified and Management will take these concerns into account to the extent possible. Employees will not be penalized for the quality of performance of a cross-skilled assignment, which they felt unqualified to perform, and had informed Management to that effect.

4. Conditions which attract payment:

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

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

(c) a premium will be paid when an employee is assigned to replace a hybrid employee for more than one half of a shift. Replacing a hybrid employee implies performing all the essential tasks of the hybrid job.

5. Calculation of the premium:

The amount of the cross-skilling premium to be paid per

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

into the entry level – \$15.00 per shift;

into the generalist level - \$20.00 per shift;

into the specialist level - \$25.00 per shift;

from a specialist level into a higher specialist level - \$30.00 per shift;

into a hybrid job - \$15.00, \$20.00, or \$25.00 per shift as appropriate;

into a hybrid job formed from two specialist jobs - \$30.00 per shift.

December 1, 1997.

n **APPENDIX I TRADES  
SPECIALISTS**

The parties agree to the establishment of a salary structure for Trades specialists separate from the current Maintenance Structure.



make in the determination of the needs for training and the types of training programs required. This shared value is reflected in the Corporation's commitment to work with the Union to jointly determine the training needs of these employees and the types of training programs that will be appropriate.

4. The Corporation will meet quarterly, with the Union, at the national level to administer this fund. The accounting of dollars will be provided by the Corporation and quarterly reports on the allocations will be presented at each meeting.
5. Leave of absence, with pay, will be available for up to five (5) employees for participation in these joint meetings.

5. **APPENDIX K PREMIUM**  
**PAYMENTS**

The following premiums will continue to exist:

- \* Training Premium

\* Remote Area Premium

The following premiums will continue to exist until new classifications are created with Job Evaluation:

\* CAM Video

\* Lighting Director (includes former Senior Production Switchers and Senior TV Audio Technicians occupied as TV Post Production Audio Technicians)

\* Coordinating Premium

\* Chief Technician Premium

VTR Production Editors

The Union agrees to delete the current VTR Production Editor Premiums on the following basis:

Present Editors in a position which may earn premiums shall continue to receive, added to base salary, grandparented and green-circled, an amount equal to 95% of the best fiscal year in the last 4 of premium payments received by that individual. The amounts so added will be part of pensionable salary, and will be part of the hourly rate for overtime and other hourly rate calculations.

Any remaining Editors will be treated through the normal job evaluation process, whereby any increases will be fully retroactive to the date so specified in the Job Evaluation letter of Understanding.

Any existing Ad-rem's or other forms of overscale payments paid to any such employees will continue and will not be reduced or removed by the Corporation.

Should an employee who is covered by this grandparenting clause move to another job within the scope of this bargaining unit, which is paid at a higher rate than the amount the employee is currently receiving, said employee will be paid at the new higher rate. In any other circumstance, the employee will continue to receive the green-circled rate.

### *Pay for Performance*

The Corporation undertakes to examine the concept of pay for performance during the term of this Agreement. The design of such a system will include the provision for a Part III type Pension Plan to provide employees the opportunity to invest such additional monies. In essence, it would work like an RRSP and would be subject to restrictions imposed by law.

## 5. **APPENDIX L WORKPLACE REORGANIZATION**

The CEP and the Canadian Broadcasting Corporation face an unprecedented period of change in markets, competition, technology, of government funding and employee values and expectations. Past success is no guarantee for the future and the organization and its workplace must change accordingly. There are substantial strengths within the Corporation and the Union which can be built on successfully. As the parties face the challenges of the future, they share the following values:

- viewer/listener impact;

- . the overriding value of people as a resource;
- . quality and continuous improvement;
- . a continuous learning environment;
- . union-management collaboration;
- . employee diversity;
- . a commitment to training;
- . positive human interactions;
- . ability to compete successfully in the evolving media environment.

The overall goals of the Corporation are to continue to sustain a world-class broadcasting system, to provide employment opportunity, and to capitalize on local initiative based on principles and constructive joint relationships rather than on rules or restrictive practices.

The parties agree to a continuing objective of simplifying the workplace and to the creation of a more flexible collective agreement responsive to rapidly changing needs.

To oversee the progress of change at the CBC, the parties have established a Corporate Steering Committee. Senior executive officers and other representatives of the Corporation and the Union will work together on this joint committee thereby ensuring the commitment of both parties to moving forward on workplace reorganization.

The parties agree to meet regularly to share relevant information relating to the evolving media environment and to identify new approaches that might be incorporated into the collective agreement. There would be at least one (1)

meeting each year with the President along with the senior media Vice-Presidents. In addition, senior media Vice-Presidents would meet with senior Union officers on a quarterly basis. In addition, the Corporation and the Union jointly accept the proposition that this evolutionary process is a key element in building trust.

The parties recognize that stable employment is a mutual interest and goal and jointly agree to utilize every practicable means to assure it within the constraints of competitive, economic and regulatory realities.

Should the Corporation decide to proceed with a transfer of a portion of the Corporation to outside interests or with a partnership agreement involving work which regularly falls within the scope of the collective agreement, the Corporation agrees to initiate discussions, at the Corporate Steering Committee level, to establish a transition process that will minimize the impact on employees. It is agreed that the Corporation will not be opposed to any application for certification involving Corporation employees (CEP members) transferred as a result of the sale of business, subject to applicable legislation.

The Corporation agrees to bring, whenever possible, to partnership arrangements, CBC employees as one of its assets. Where the CBC is successful such employees shall be covered by the terms of this collective agreement except that for bumping purposes, said employees can neither bump into the CBC nor can CBC employees bump them.



n                    **APPENDIX M                    PART-TIME  
RELIEF EMPLOYEES**

The provisions of Article 14.4 through 14.6 of the old CUPE (Production) Agreement will continue to apply if a practice to use part-time relief employees has occurred. It is understood that these practices, once identified as, may be applied to the same classification in any CBC location.

n                    **APPENDIX N                    TRAINING -  
NON-CBC PRODUCTIONS**

Operational requirements permitting and where possible and acceptable to the partner, the Corporation will undertake to arrange for opportunities for training and/or mentoring for bargaining unit members on non-CBC productions. In addition, for major productions involving series or feature drama or variety productions, the Corporation undertakes to discuss with the Union at the National Joint Committee the best use of staff resources.

n                    **APPENDIX O                    FREELANCE  
LOCALS**

Subject to the producer rights recognized by the Corporation in Article 13 of the CBC/CMG contract, the Corporation is prepared to encourage producers, including independent producers of acquired and co-produced programming to undertake best efforts to utilize CEP freelance members at CEP in-house freelance locals in locations where freelance members are available, where casual, temporary, or freelance labour is required for Corporation programming.

To this end, updated lists of available freelance talent will be distributed to CBC producers and managers as made available by CEP.

It is understood that CEP members who voluntarily leave the employ of CBC in order to avoid others being laid off will not be prohibited from accepting such freelance assignments.

n **APPENDIX P**  
**CORPORATION POLICIES**

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

- . HR Policy 1.1 Harassment
- . HR Policy 8.0 Disability Income Protection Plans \*
- . HR Policy 8.2 Short-Term Disability Income Protection Plan \*
- . HR Policy 8.3 Special Short Term Disability Income Protection Plan \*
- . HR Policy 8.4 Long Term Disability Income Protection Plan \*
- . Corporate Policy 401.10 Travel - Canada
- . HR Policy 9.2 Local Transportation
- . HR Policy 9.3 Allowances and Expenses - Isolated Locations; Appendix N List of Isolated Locations
- . HR Policy 9.5 Relocation; Appendix A

Relocation Expenses  
(Home Disposal Plan) \*

- HR Policy 9.6 Relocation Expenses - Foreign Postings \*
- HR Policy 9.9 Interest-Free Loans on Relocation \*
- HR Policy 10.0 Retirement \*

\* Printed in separate booklet

## GRIEVANCE FORM

Grievance / Grief

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**LETTER OF AGREEMENT                      OFFICIAL TEXT**

The Parties agree this collective agreement was negotiated in English.

For the Corporation:	For the Union:
Ken Davis	Mike Sullivan
Industrial Relations, CBC	National Representative, CEP

n                      **LETTER OF UNDERSTANDING    TRANSFER**

This letter confirms the understanding, between the parties, regarding the negotiation of Article 36 (Transfer). It is agreed that the application of the Corporation's Home Disposal Plan is at the Corporation's discretion.

For the Corporation:	For the Union:
Ken Davis	Mike Sullivan
Industrial Relations, CBC	National Representative, CEP

**LETTER OF UNDERSTANDING    SELF-  
ASSIGNING EMPLOYEES**

Self-assigning is a new concept to the Bargaining Unit, the Corporation and our employees. Its intent is to provide employees with a new level of control over their working hours, thus enhancing their quality of life, while giving the Corporation an opportunity to reduce its scheduling workload.

The Parties recognize that, as with any workplace innovation, there are opportunities for misunderstanding by any of the parties involved. For example, over-anxious employees or managers could inadvertently cause inter-

employee bidding and the resulting ill-will would be at odds with the intent of the Article. The Union and the Corporation believe it is best that misunderstandings are avoided but, if they do arise, they should be resolved quickly.

Therefore, as an interim measure, in addition to the monitoring required by the Collective Agreement, the Union and the Corporation will provide additional observation. This will be achieved through discussions with personnel working as self-assigned and with persons responsible for the self-assigning arrangements. To facilitate those discussions the Corporation will inform the Union in advance of any self-assigning arrangements. The information the parties gather will be shared openly by the National Grievance Committee to ensure that the spirit and intent of this Article are being met. As well, recommendations may be made that will improve self-assignment to the betterment of all parties.

For the Corporation:	For the Union:
Ken Davis	Mike Sullivan
Industrial Relations, CBC	National Representative, CEP

LETTER OF AGREEMENT      CONTRACTS -  
LONG TERM FREELANCERS

The Corporation agrees to provide to the Union copies of current contracts it has with Long Term Freelancers. This information will be provided upon receipt of letters from the Union, signed by the Long Term Freelancers, authorizing the Corporation to release the information.

For the Corporation:	For the Union:
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Ken Davis                      Mike Sullivan  
Industrial Relations, CBC      National Representative, CEP  
LETTER OF AGREEMENT      WORKING  
CONDITIONS - CINEMATOGRAPHERS

The Corporation will continue to pay car and mileage allowances to those persons who are Cinematographers as of the date of signing of the new collective agreement. Such allowances will continue, under existing conditions, for as long as those persons work as Cinematographers.

For the Corporation:                      For the Union:  
Ken Davis                                      Mike Sullivan  
Industrial Relations, CBC                  National Representative, CEP  
LETTER OF AGREEMENT                  DESIGNERS

Letters of Agreement that were in effect prior to June 30, 1980 will remain in effect until such time as the Designers involved and the Corporation agree to terminate those Letters of Agreement.

Letters of Agreement that were negotiated since June 30, 1980 may be terminated by Management upon thirty (30) days written notice prior to the annual or semi-annual anniversary of commencement of the Letter of Agreement.

The work completed by the National Joint Design Committee on updating the design standards shall be forwarded to the management committee implementing job evaluation to ensure the relevance of new job descriptions for designers.

For the Corporation:                      For the Union:  
Ken Davis                                      Mike Sullivan  
Industrial Relations, CBC                  National Representative, CEP  
LETTER OF UNDERSTANDING    SENIORITY

This will confirm the undertaking given in Negotiations that the present practice regarding assignments of cleaners will continue. For employees classified as cleaners, within each job classification, Unit Seniority shall be taken into account in the assessment of employees for work assignments. This means that the Corporation will consider the wishes of employees concerning the assignment to another shift on the basis of seniority and ability at such time as a need arises. It will be the responsibility of the employee to indicate to Management his or her interest in moving to another shift when it becomes available.

For the Corporation:                      For the Union:  
Ken Davis                                      Mike Sullivan  
Industrial Relations, CBC                  National Representative, CEP  
LETTER OF UNDERSTANDING    TORONTO  
LOCAL MEETINGS

This will confirm the undertaking given in Negotiations that for the purposes of Local Grievance and Joint Committee Meetings, that Local 71M in Toronto will be entitled to up to six (6) employees to be released with pay for the purpose of attending such meetings.

For the Corporation:                      For the Union:





LETTER OF UNDERSTANDING RE  
CONTRACTING OUT (ARTICLES 4.3 AND 41)

The Corporation recognizes the extreme sensitivity of contracting out to the Union and members of the Bargaining Unit.

The Corporation therefore agrees to provide a process which is sufficiently transparent to ensure that the Union has a reasonable and independent ability to develop alternatives to outsourcing as part of the outsourcing process.

The Corporation commits to provide the Union with the same information that is provided to potential alternate suppliers and to consider any Union proposal on its merits consistent with the RFP process.

For the Corporation:	For the Union:
Ken Davis	Mike Sullivan
Industrial Relations, CBC	National Representative, CEP

LETTER OF UNDERSTANDING RE FORMER  
CUPE PROD EMPLOYEES

The parties have agreed all former CUPE PROD employees who formerly worked 8 hours per day will have their work days adjusted to 7.75 Hours at the same annual rate.

Any employees who have been hired into the current 38.75 scale will have their annual salaries adjusted to the current 40 hour scale.

During editing this will require changes in the following Articles: Article 7, Article 8, Article 11.

For the Corporation:	For the Union:
Ken Davis	Mike Sullivan
Industrial Relations, CBC	National Representative, CEP

**LETTER OF UNDERSTANDING RE PART TIME BENEFITS**

The Corporation agrees to extend benefits to Part Time Employees in a manner consistent with other recently negotiated contracts.

For the Corporation:	For the Union:
Ken Davis	Mike Sullivan
Industrial Relations, CBC	National Representative, CEP

**n LETTER OF UNDERSTANDING RE RECALL RIGHTS**

Employees whose recall rights expired during the strike will enjoy the benefit of the extension in recall rights contained in this agreement

For the Corporation:	For the Union:
Ken Davis	Mike Sullivan
Industrial Relations, CBC	National Representative, CEP

**LETTER OF UNDERSTANDING RE SETTLEMENT OF OUTSTANDING GREIVANCES**

St John's 268,269,270

The following employees will be confirmed as full time employees in St John's Newfoundland and will be re-instated retroactive to the date of their termination

Claudette Walsh     Gary Quigley

Garry Locke         Ralph Pottle

Any normal severance or termination allowance will be retained by the employees and such amounts will be deducted from any future severance entitlements. Any severance in excess of normal amounts will be re-paid. Any pensions paid to these employees will be adjusted as required.

Calgary 251

The Corporation agrees to pay the CEP local 818 the sum of \$7500 as full and final settlement of CGY 251

Fredericton 86,87,88

Retroactive payments based on the new IT/Maint JD will be paid retro to the dates of the Grievances

National 283

The Union agrees to withdraw this grievance without prejudice

CBC 1

The Corporation agrees to CBC 1 on a without prejudice to withdraw this Grievance.

For the Corporation:  
Ken Davis  
Industrial Relations, CBC

For the Union:  
Mike Sullivan  
National Representative, CEP

LETTER OF UNDERSTANDING RE: MEAL TIME  
OFF IN LIEU

The parties agree that any and all outstanding meal Time off in Lieu, in an employee's bank at ratification shall be added to the employee's Time off in Lieu bank, and will be subject to the buy-out provisions in Article 11.5

For the Corporation:	For the Union:
Ken Davis	Mike Sullivan
Industrial Relations, CBC	National Representative, CEP

LETTER OF UNDERSTANDING RE: JOB  
EVALUATION

The JE Provisions contained in this Collective Agreement in Appendix 'I' are reproduced without change from the Collective Agreement between the CEP and CBC effective May 24, 1996.

The parties also wish to recognize that there are productive ongoing discussions with the representatives of Units 1, 2 & 3 and the representatives of the Corporation in the 'Joint Job Evaluation Committee' forum.

In these discussions it has been AGREED that:

1 All four parties have selected and agreed to a JE plan on Nov 7, 1997.

2 As the work of the 'Joint Job Evaluation Committee' progresses the selected plan will require some changes. Any such changes will have to be AGREED

between the parties.

3 That 'benchmark' jobs will be selected from each Union and these jobs will be rated jointly by the Union and Management. In addition all remaining jobs will be jointly rated. (This does not imply that jobs will be jointly rated after implementation)

4 Management has agreed to waive the provisions of the 'Date for Completion of the Job Evaluation Plan'.

5 The parties are jointly developing job descriptions for all jobs.

6 The job descriptions will be vetted by employees and management and may require changes as a result of the vetting process.

In the Bargaining for this Collective agreement it has been agreed that the effective date for increases as a result of JE will be July 1 1999.

For the Corporation:  
Ken Davis  
Industrial Relations, CBC

For the Union:  
Mike Sullivan  
National Representative, CEP

LETTER OF UNDERSTANDING RE: EMPLOYEES  
IN HYBRID JOBS

The parties have acknowledged that Unit 2 employees in jobs which are combined Unit 1 and Unit 2 jobs will work under Unit 1 working conditions. For clarity, the following language represents the Unit 1 working conditions which are applicable to such employees.

**Article 35 WORK WEEK, DAYS-OFF AND OVERTIME**

35.1 The normal work week for daily scheduled employees will be thirty-eight and three quarters (38 3/4) hours per week.

35.1.4 Hours worked in excess of eight (8) hours per day and/or forty (40) hours per week but not both will be compensated at the rate of time and one half (1 1/2 X) the employee's regular salary.

35.5 All work performed by a daily scheduled or assigned (weekly) employee on a day-off shall be paid at the rate of one and one half times (1 1/2 x) the employee's regular salary rate for all hours worked with a minimum payment of seven and three quarters (7 3/4) hours at the one and one half times (1 1/2 x) premium rate.

35.6 When a daily scheduled or assigned (weekly) employee works on both days off, all work performed by the employee on the second day-off shall be paid at the rate of two times (2x) the employee's regular salary rate for all hours worked, with a minimum payment of seven and three quarters (7 3/4) hours at the two times (2x) premium rate.

36.1 For regularly scheduled employees, schedules of days-off and regular working hours shall be posted not less than two (2) weeks in advance of the week for which they apply.

36.2 Schedules may be changed due to illness or release of an employee or other reasons affecting an employee requiring special leave. Schedules may also be changed in the event an employee is released for union activity after

such schedule has been posted. Schedules may also be changed due to circumstances beyond the control of the Corporation, by way of example:

a) emergencies or unexpected events of political, economic, or social importance requiring coverage of which the Corporation did not have or could not be expected to have had prior knowledge, (i.e., death of a politician or a celebrity, a disaster or a sudden national or world crisis or a national/international sports playoff.

b) in major productions: unexpected occurrences which the Corporation did not have or could not be expected to have had prior knowledge (e.g. weather conditions).

Other changes can be made by mutual agreement between the employee, the management and the Guild at the local level. Such an agreement will not be unreasonably withheld.

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

#### **Article 37 MEAL AND BREAK PERIODS**

37.1 For daily scheduled employees only, there shall be a meal period of not less than thirty (30) minutes and not more than sixty (60) minutes unpaid meal period during each shift.

37.2 The meal period (as far as practicable) will be scheduled close to the mid-point of the employee's shift.

37.3 Employees will not be asked to displace meal periods.



37.4 In shifts of eight (8) hours or more, subsequent meal periods will be scheduled within the fourth (4th), fifth (5th), or sixth (6th) hour since the last meal period should have been completed.

37.5 There shall be a second and subsequent meal allowance. Such amount for the second or subsequent meal allowance will be paid in accordance with applicable policy.

**Article 40 SHIFT DIFFERENTIAL**

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

**Article 41 CALL-BACK**

41.1 Call back occurs when a scheduled employee after leaving work is required to report back to work to perform duties which are expected to be completed before the commencement of the employee's next scheduled shift.

41.2 An employee called back to work shall receive a minimum of three (3) hours pay at time and one half (1 1/2x) the regular rate or time and one half (1 1/2x) the regular rate for all hours worked on such a call back, whichever is greater.

41.3 Call back does not apply to schedule changes or when the Corporation requires an employee to attend a meeting on a regular day-off or before or after their shift. In such cases, the overtime provisions shall apply.

41.4 Cancellation of call back before the employee actually reports for duty will not require any payment.

**Article 42 TURN-AROUND AND ENCROACHMENT**

42.1 No employee shall be scheduled to start a shift within twelve (12) hours after the scheduled completion of the employee's previous shift, except as provided for in clauses 42.2 and 42.2.1.

42.2 An employee who is scheduled to end work between 7:30 p.m. and 11:30 p.m. on the day preceding the employee's days off shall not be scheduled to begin work before 8:00 a.m. on the day after the employee's days off.

42.2.1 An employee who is scheduled to end work between 11:30 p.m. and 2:00 a.m. on a shift preceding the employee's days off shall not be scheduled to begin work before 10:00 a.m. on the day after the employee's days off.

For the Corporation:  
Ken Davis  
Industrial Relations, CBC

For the Union:  
Mike Sullivan  
National Representative, CEP

The Communications, Energy and Paperworkers Union of Canada (CEP), on behalf of all employees in the Unit Two CEP bargaining unit, agree, by their signatures herein, to recommend the attached terms and conditions of settlement to their principals for ratification.

Witness my hand and seal this 31st Day of March, 1999 at Hull, Quebec.

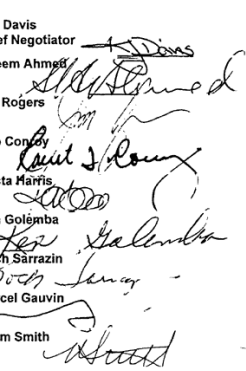
For the CEP

Sullivan  
Negotiator  
Letter  
Krikorian  
Creame  
Warren  
Stapleton  
Piazza



For the Corporation

Ken Davis  
Chief Negotiator  
Saleem Ahmed  
Jim Rogers  
Bob Conroy  
Krista Harris  
Ken Golémba  
Roch Sarrazin  
Marcel Gauvin  
Norm Smith



Signe

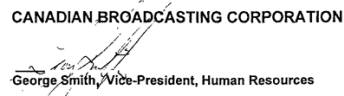
For the

Mike  
Chief  
Len C  
Peter  
John  
Rick  
Steve  
Gino

APPROVED  
Gail Lem, Vice President Media



CANADIAN BROADCASTING CORPORATION  
George Smith, Vice-President, Human Resources



APPROVED  
CEP

Gail  
0

### **INTERPRETATION ISSUES**

*on :*

Meals

Call Back

Part-time Employees

Turnaround

Work on a Second Day Off

Union Representation

Overtime Buyout

**CBC / CEP Collective Agreement**

**March 31,1999.**

#### **Meals**

##### **Meals may or may not be posted.**

- Meal period duration(s) must be indicated at the time of posting the schedules. A change in the duration of a meal is a scheduling change, and is subject to the scheduling rules.

#### **If Posted:**

\*.

The first meal may be moved within the window on the day it is to be taken, even though an expected meal time has been posted.

\*.

The start of the second meal window will be timed from the end of the originally posted expected meal period.

\*. There will be requirements to post expected meals simply to peg the ensuing window(s) in line with realistic scheduling needs.

Although not limited to single incidents (e.g. a series may require the meal posted daily at a time that places the second meal window according to realistic scheduling needs), the intent is that this (pegging the second window) will be the exception.

**Example #1**

Shift	09:00 - 1930
Meal Window #1	11:30 - 14:30
Posted Meal	12:00 - 12:30
Meal Window #2	15:30 - 18:30

Actual meals:

**Meal 1 P 13:30 - 14:00**

*(due to unforeseen late arrival of guest)*

**Meal 2 P 16:30 - 17:00**

**Example #2**

Shift	15:15 - 23:30
Meal Window #1	17:45 - 20:45
Posted Meal	19:00 - 19:30
Meal Window #2	22:30 - 01:30

Actual meals:

**Meal 1 P 19:00 - 19:30**

*Overtime is added to the shift, extending it to 01:30. Employees advised at time of overtime assignment that the second meal will be 1 hr.*

**Meal 2 P 00:00 - 01:00**

**Example #3**

Shift	12:00 - 20:45
Meal Window #1	14:30 - 17:30
Posted Meal	16:00 - 17:00
Meal Window #2	20:00 - 23:00

Actual meals:

**Meal 1 P 16:00 - 17:00**

*Overtime is added to the shift extending it to 22:30. Meal taken after the end of shift (window is 2200 - 23:00)*

**Example #4**

Shift	05:00 - 22:00
Meal Window #1	08:30 - 11:30
Posted Meal	08:30 - 09:00
Meal Window #2	12:00 - 15:00
Posted meal	12:00 - 12:30
Meal Window #3	15:30 - 18:30
Posted Meal	17:00 - 18:00
Meal Window #4	21:00 - 00:00

Actual meals:

**Meal 1 P 09:30 - 10:00**

**Meal 2 P 12:00 - 12:30**

**Meal 3 P 17:00 - 18:00**

*This might be an example of a week long drama production where the meals had actually been planned for 09:30 - 10:00, 12:00 - 12:30, and 17:00 - 18:00. If the first meal had not been posted for 08:30 - 09:00, the second meal could not have been planned at 12:00, and so on.*

**Example #5**

Shift	09:00 - 19:30
Meal Window #1	11:30 - 14:30
Posted Meal	12:00 - 13:00

*However, the employee is brought in early at 06:00. The meal time now needs to be within period of 08:00 - 11:00,*

and the posted time is no longer valid. The meal may be reposted or assigned within proper window.

**If not posted:**

\*. The second meal window will be timed from the end of the actual first meal taken or from the end of the first meal window, whichever comes first.

**Example #1**

Shift	09:00 - 17:15 <i>(to include a 30 min.. meal)</i>
Meal Window #1	11:30 - 14:30
Actual Meal	11:30 - 12:00

The first meal taken at 11:30 - 12:00 places the second window (if necessary) at 15:00 - 18:00.

**Example #2**

Shift	14:00 - 22:45 <i>(to include a 60 min.. meal)</i>
Meal Window #1	16:30 - 19:30

A transmitter technician, responding to an emergency, misses the first meal. The second meal window (22:30 - 01:30) is set by the end of the first window (16:30 - 19:30).



*The second meal is taken after the end of the shift and overtime is paid for missing the first meal (1 hour at 1.5 basic)*

- Second and subsequent meals may be taken after the end of the shift, provided enough time remains in the window. Thus, meals taken after the end of the shift will not be considered as time worked for any purpose.
- Second and subsequent meal periods are 'assigned' within their respective windows the same as the first meal period.
- It is understood that entitlement to a second meal allowance requires at least one-quarter (1/4) hour of overtime.
- Meals will begin and end on the quarter (1/4) hour.
- Where employees are in full control of their work, and have not been assigned a meal time, they may be permitted to decide the actual time to take their meals. They are expected to use their discretion, in recognition of the operational requirements, to decide when to take their meal.

**Examples**

1. A Maintenance Coordinator is scheduled 07:00 - 15:15 with a 30 minute meal. The

employee determines their own work routine, and is not assigned to specific shows or tasks. The employee is expected to take the 30 minutes at the appropriate time.

2. An EFP editor, assigned to work alone on a show segment, 10:00 - 18:15 with a 30 minute meal. The employee is advised in advance to decide when to take meal at appropriate time.

#### **Call Back**

- Work on a day off will not be affected by the callback language. (Employees who work a day off will be paid as per Article 0.)
- Callback cannot be scheduled.

#### **Examples:**

- \* Employee is needed back at work on Saturday, which is a day off. Employee is paid for 7.75 hours at time and one half (1 1/2) as a minimum on that day.
- \* Employee is called back to work on Friday night at 21:00, after going home at 18:00. Employee works until 02:30 Saturday morning. Saturday is a day off. Employee is paid 5.5 hours of callback at time and one-half (1 1/2), since the callback was started on the Friday.

- \*. Employee is called back to work on Thursday night, at 23:30 after going home at 16 00. Employee works right through the night and into the next shift, originally scheduled at 06 00. Callback becomes overtime added to the start of the Friday shift, rather than callback.

#### **Part-Time Employees**

- . Part-time employees may only be used on a continuing basis for weekends and holidays. There is no provision for part-time casual beyond the provisions of APPENDIX M. However, part-time personnel can be hired for relief of continuing part-time employees.
- . Part-time employees can be used during the week for emergency situations and replace absent employees but they must be assigned full shifts.

This is not meant to restrict the use of part-time employees, during the week, as provided for in APPENDIX M.

#### **Work on a Second Day Off**

The parties agree that in order to be paid for working a second day off at the 2X rate, the employee must have worked the first day off in a given week.

#### **Union Representation**

The parties understand that as per Article 0, the attendance

of a staff representative at any meeting is in addition to any local representative who may be in attendance.

**Overtime Buyout**

The parties agree that there will not be any buyout agreements until the guidelines are worked out with both the Union and the Corporation at the national level.

11.6.)Prepayment of overtime

11.6.t)Buyout of expected overtime.

Official interpretation issues signed by:FOR THE CORPORATION : FOR THE UNION:Ken Davis  
Mike Sullivan

## **CORPORATION POLICIES**

### **PERSONAL HARASSMENT - H R POLICY NO.**

#### **1.1**

Effective: November 1990

REFERENCES Policy 1.7 - Discipline

#### **POLICY**

It is the policy of the Canadian Broadcasting Corporation, as an employer, to ensure that the working environment is conducive to the performance of work and is free of discrimination and all forms of harassment. The Corporation considers harassment, or any behaviour which denies individuals their dignity and respect, to be a form of intimidation and will not tolerate its occurrence. The Corporation will ensure that individuals who believe they have been subjected to harassment are able to register complaints in complete confidence with assurance of prompt action and without fear of reprisal. The CBC will exercise care to protect and respect the rights of both the complainant and the person complained of.

The Canadian Human Rights Act states that harassment in matters related to employment, the provision of services, facilities and accommodation is a discriminatory practice and a complaint may be made before the Canadian Human Rights Commission.

In this policy, the term "harassment" includes sexual harassment.

This policy does not restrict or void an individual's right to use the grievance procedure as outlined in the applicable collective agreement or to refer the case to the Canadian

Human Rights Commission for resolution.

Definitions

**HARASSMENT**

It is a discriminatory practice, in matters related to employment, to harass an individual on any of the following prohibited grounds of discrimination: race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, conviction for an offence for which a pardon has been granted, or political affiliation or activity.

Discrimination on the basis of childbirth and pregnancy is covered under the category sex.

Sexual harassment is as well deemed to be harassment on a prohibited ground of discrimination.

**SEXUAL HARASSMENT**, as defined in the Canada Labour Code, means any conduct, comment, gesture or contact of a sexual nature, a) that is likely to cause offence or humiliation to any individual

b) that might, on reasonable grounds, be perceived by that individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

Note:

Sexual harassment is generally comprised of objectionable and offensive behaviour which may occur once or repeatedly. Unwelcome sexual advances, requests for sexual favours, and other verbal, pictorial or physical conduct of a sexual nature constitute sexual harassment

**Personal Harassment**

**PERSONAL HARASSMENT** is a disruptive, work-related problem which can occur in any form and at any level -

between peers, supervisor to subordinate, subordinate to supervisor or employees to clients. It is unacceptable behaviour which denies individuals their dignity and respect, and which threatens to affect the well-being or job performance of the individual and is found to be offensive, embarrassing or humiliating.

#### APPLICATION

1. Every individual is entitled to employment free of harassment.
2. The Corporation will make every reasonable effort to ensure that no individual is subjected to harassment.
3. The Corporation will take such disciplinary measures as it deems appropriate against any person under its direction who subjects any individual or client to harassment.
4. The Corporation will take steps to ensure at all times that: all individuals are aware that harassment in the workplace is not tolerated and that there are procedures in place by which the Corporation will deal with complaints;  
(This will be accomplished by widely posting the harassment policy, by ensuring that each new employee receives a copy of the policy and by joint union management educationals on the policy and procedures); management at all levels is aware of its responsibility to prevent and/or discourage harassment in the workplace and deal effectively with any complaints or incidents.
5. The Corporation will not disclose to anyone the name of a complainant or the name of the person against whom the complaint is being lodged, or the circumstances related to the complaint, except for the purpose of investigating the complaint or taking disciplinary measures in relation

thereto.

6. In cases of harassment, the individual has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the investigation under this policy. In cases where harassment may result in the transfer of an individual where possible, it shall be the alleged harasser who is transferred. The individual who is harassed will not be transferred against her or his will.

7. The Corporation will take appropriate action to safeguard its employees against the effects of unfounded or malicious allegations of harassment.

8. The Corporation shall ensure that the matter of harassment shall be dealt with in an expeditious manner under this policy.

#### PROCEDURES

1. An individual who believes he/she is a victim of harassment

a) is encouraged to speak immediately, and directly with the alleged harasser indicating that the behaviour is not acceptable;

b) should make notes after each incident in case action may have to be taken. Dates, times, the nature of the behaviour and witnesses, if any, should be included.

2. If the employee is unable to, or does not wish to discuss the problem with the alleged harasser or if a discussion does not resolve the problem, the following process should take place:

a) An employee who believes he/she is being harassed should report the circumstances in writing to the Human



Resource Manager, to another manager of his/her choice or to a designated representative from the Union. In so doing, he/she must provide sufficient detail to allow for appropriate follow-up. The Human Resource Manager will arrange for an immediate confidential<sup>31</sup> interview with the complainant. If another manager or a designated representative from the Union has been contacted, he/she should communicate immediately with the Human Resource Manager for the purpose of arranging an interview. If the person being complained of is the Human Resource Manager, then the complaint should be directed to the Senior Officer at the location, who will coordinate the investigation.

b) The Human Resource Manager will, within the next two weeks, begin the investigation by having discreet and confidential discussions with appropriate management personnel in line of authority over the complainant and the person complained of. These discussions are merely for the purpose of gathering information; no conclusions may be drawn at this stage.

c) The Human Resource Manager will invite the person complained of for a confidential interview. In this interview the Human Resource Manager will: explain clearly and objectively the complaint which has been made; advise the person complained of of the intent of the Corporation's policy both to eliminate harassment and to assure protection of both the complainant and the person complained of;

ensure that the version of the facts given by the person complained of is noted in detail. The person complained of will also have two weeks to respond in writing to the

allegations.

d) Often, as a result of the above process, satisfactory resolution of the problem can be achieved. In such cases, the facts and the resolution should be documented as noted in the section on Documentation.

3. If it is not possible to resolve the complaint in a way acceptable to the parties or if the complaint is so serious as to require senior management review, the Human Resource Manager will arrange for the formation of a review committee. Such a committee should consist of at least two senior management officers selected in consultation with the Senior Officer at the location. Insofar as possible, these officers should be at arm's length from the employees involved but at least one of them should be organizationally placed so that he/she can ensure implementation of the committee's recommendations.

The committee may wish to obtain first-hand information from the parties involved or gather additional information from others who might have knowledge of the circumstances. Every effort will be made so as to avoid publicizing facts that may be prejudicial to the persons involved.

The committee will give careful consideration to the procedures by which it will operate and the rights and privileges of those who appear before it. In this regard, the Corporation will provide every possible assistance and counsel to the committee. The complainant and the individual complained of will have the right to be accompanied at all times by their Union representative. In addition to determining the fact of an occurrence of

harassment and deciding upon appropriate action in respect of the person complained of, the committee may make, to the first level of management having the requisite authority, recommendations aimed at providing for a reasonable and proper remedy in respect of the complainant.

If the allegations are confirmed and it is decided that disciplinary action is warranted (reprimand, suspension or dismissal), then the appropriate procedures will be followed. The Human Resource Manager will ensure that the complainant is advised that the matter has been dealt with and should not recur.

4. Because situations involving harassment merit immediate attention and resolution, the time span required to exercise the above should normally not exceed a period of six weeks from the time the complaint has been presented in writing to the Human Resource Manager until the resolution of the situation. Any exception to this time limitation should be well documented.

#### Documentation

In all cases, facts must be written down so that the complaint can be substantiated, if necessary.

All documentation in a particular case will be kept by the Human Resource Manager or the Senior Officer at the location, if the Human Resource Manager is the person complained of.

If the allegations are confirmed and disciplinary action is taken, the documentation will be placed on file in accordance with the procedures outlined in Human Resource Policy 1.7 - Discipline. If the allegations prove unfounded, documentation will be destroyed.

**CORPORATE TRAVEL AND ENTERTAINMENT  
EXPENSES POLICY #401.10**

STATEMENT OF POLICY

Employees (permanent, contract, temporary and casual) who are authorized to travel on Corporation business will be reimbursed for legitimate and reasonable expenses directly associated with the trip in accordance with the following principles:

1. The trip must be authorized in advance or the employee taking the trip is a manager/supervisor who has been delegated the authority to initiate the trip in accordance with the approved business plan and operating requirements.

2. All expenses claimed should be reasonable and supported by an original receipt (including airline ticket stub), with the exception of meals and incidentals, where the approved daily allowances will apply. There will be no hourly per diem. For travel on part days, the allowances for individual meals will apply and incidental expenses should be itemized and supported by receipts (to a maximum of \$4.00).

3. It is the ultimate responsibility of managers to ensure that when meals are provided through the travel process, including meals on remote assignments, there is no "Double Dipping" for meals or other expenses claimed and/or paid through petty cash, production funds or any other process.

4. Employees must travel by the most economical and efficient means possible (economy class) and must use the authorized travel agent, hotels, airlines and vehicle rental agencies and must take advantage of special fares, advanced bookings and negotiated group rates. Claims for amounts above the negotiated rates will not be reimbursed unless the Corporation's authorized suppliers were not available.

5. The Corporation does not provide travel advances. Employees may have direct access to cash through the approved Corporate Travel Card. Deviations from policy MUST be approved by the local Senior Finance & Administration Officer.

6. The Corporate Travel Card must be used when charging expenses. Use of the Corporate Travel Card for vehicle rentals also provides collision and comprehensive insurance coverage and therefore, employees will not be reimbursed for any such insurance charges.

7. Personal automobiles may be used for business travel if approved in advance and the designated kilometer rate will apply. The Corporation will not be responsible for any damages to personal vehicles. Employees should consult their insurance agent prior to using personal vehicles.

8. Employees are responsible for cancellation of all transportation and accommodation arrangements.

All travel and entertainment expense claims MUST be signed by the employee and reviewed and approved by the

supervisor of the employee claiming the expenses to ensure that the expenses claimed are legitimate, reasonable and are in accordance with Corporate policies, principles, procedures and guidelines. Since claims for duty entertainment, receptions and staff functions are subject to restrictions under the Delegation of Financial Authority (DFA) and require additional supporting information they must be submitted on a travel and entertainment form as opposed to petty cash reimbursement. Duty entertainment, receptions, etc. incurred during a trip must be included on the same claim as the other expenses for that trip.

Exceptions and/or deviations from this policy must be approved by the respective Vice-President, Executive Director and/or Senior Vice President.

Any questions pertaining to the interpretation or application of this policy should be referred to the Director, Operations and Internal Control.

The attached Appendix "A" forms an integral part of this policy.

#### APPENDIX "A"

##### Travel and Entertainment Expense Claim - Information Required

1. Purpose of the trip, date of trip and/or function and cost center to be charged
2. Itemized list of expenses supported by receipts, i.e. transportation cost, hotel (cost of accommodation only, including taxes), duty entertainment, receptions, working

luncheon, other transportation costs (taxi, use of personal vehicle, rented vehicles, parking fees etc.) etc. Other miscellaneous costs (telephone, laundry, newspapers tips, etc.) are covered and included in the \$4.00 per diem for incidentals.

Economy class must be used. Employees will be reimbursed only to the maximum of the rates negotiated by the Corporation.

If above information is not provided, claims will be returned to the supervisor, thus resulting in a delay in processing.

Exceptions and Restrictions

1. Duty Entertainment, working luncheons, staff functions/receptions must be identified separately on the claim, must identify the names of the people entertained and the reason for the entertainment.

2. Unless assigned to a "War Zone", employees will not be reimbursed for additional insurance coverage.

Allowance Rates	Canada	CBC NORTH	U.S.	Other
Breakfast	\$8 (CDN)	\$8(CDN)	\$8 (US)	As per Treasury Board Approved Rates
Lunch	\$12(CDN)	\$15 (CDN)	\$ 12(US)	
Dinner	\$22(CDN)	\$25 (CDN)	\$22 (US)	
Incidentals	\$4 (CDN)	\$4(CDN)	\$4(US)	
Mileage	\$0.32/km	\$0.32/km	\$0.32/km	N/A
Personal Auto				

Allowance rates will be reviewed yearly, or as required, in order to ensure that the rates are current, fair and representative of the existing situations. Rates for special events (i.e. Olympics) will be set, as required, in conjunction with the media responsible for the event.

Effective March 23, 1998

#### ***LOCAL TRANSPORTATION - H R POLICY NO.***

##### **9.2**

Effective: February 22, 1979

REFERENCES None POLICY

When an employee requires transportation on Corporation business, or to work at more than one place in the same local/metropolitan area on the same day, the CBC will pay for the transportation or grant an allowance. Definition

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

##### **APPLICATION**

###### **1. Types of transportation**

Consistent with economy and the efficient conduct of CBC business, employees, when authorized, should use: public transportation, CBC owned or rented vehicles, or taxi-cabs in that order of preference.



Reimbursement is by Petty Cash Voucher (CBC 13 Bill). If the amount exceeds petty cash limits, Request for Advance (CBC 466) should be used. Receipts must be provided for all taxi fares above \$10.00. In many locations, CBC has implemented a taxi voucher system, but this should be used only by locally-based employees. Allowable expenses are: fares on public transit systems taxis, if no taxi voucher system is in effect cost of extra assistance in handling equipment

## 2. Private Automobile

Employees may use their own automobiles only when the automobile is properly insured against public liability and property damage, and prior authorization has been obtained from the supervisor.

HOWEVER, the CBC assumes no liability for any personal loss or injury which might result from such use. It remains the sole responsibility of the employee to provide adequate protection.

Reimbursement is at the rate specified in Appendix A of the Travel - Canada policy (9.0) or two dollars per day (whichever is the greater) for each day the automobile is used on CBC business, plus parking, toll and ferry charges. At northern locations, the rate is also as specified in Appendix A except that the minimum is three dollars per day.

Special provisions apply to film cameramen, transmitter technicians and Sales department employees involved in direct selling. For details, please see the relevant terms of employment for these employees.

## 3.\* Local Transportation - Between Work and Home

Although the Corporation considers it the employee's responsibility to get to and from work at his/her own expense, it recognizes that in unusual circumstances and in accordance with local practice a supervisor may authorize taxi service or a mileage/kilometre allowance from the workplace to that employee's home or return.

Supervisors should ensure that such authorization does not become routine and that it is used only for unusual situations.

Depending on local conditions, management may set further limitations or restrictions on the use of taxis or mileage/kilometre allowances for this purpose.

\* Indicates a correction. Issued May 15, 1981.

***ALLOWANCES AND EXPENSES - ISOLATED  
LOCATIONS - H R POLICY NO. 9.3***

Effective: December 10, 1991

REFERENCES Policy 9.0 - Travel Policy - Canada Policy 9.5 - Relocation Expenses H.R. Notebook: E.5 - Isolated Locations (Appendix N)

Preamble

This policy is established to support Corporation objectives to provide broadcast services in remote and isolated locations. It will assist the Corporation to:

- . hire qualified people required to provide service to isolated locations.
- . ensure equitable treatment for locally hired employees and those hired or transferred from outside the

isolated location.

- . maintain an employee/employer relationship in isolated locations which distances the Corporation from involvement in the personal lives of the employees and which is consistent with the intent of Human Rights legislation.
- . support the integration of Corporation employees into the local community.

#### POLICY

It is recognized that employees in isolated locations will incur additional living expenses. Therefore, the Corporation shall provide the following assistance to employees living in isolated locations:

Isolated Living Allowance Fuel and Services Allowance Paid Leave Travel Allowance(PLTA) Refund of certain expenses defined herein

The amount of assistance shall vary according to the classification of the isolated location and the employee's dependent status. The designation and classification of isolated locations and the amounts of the Isolated Living and Fuel and Services Allowances are published in Appendix N. Definitions

ISOLATED LIVING ALLOWANCE - an allowance, as determined by the Corporation, accorded in the same manner and to the same extent as by Treasury Board, to defray the incremental costs of living at isolated locations,

and to compensate for the environmental (climate, geography, access, etc.) factors related to isolated locations.

FUEL AND SERVICES ALLOWANCE - an allowance, as determined by the Corporation, accorded in the same manner and to the same extent as by Treasury Board, to defray the incremental costs for fuel and utilities at isolated locations, caused by higher transportation costs and consumption rates imposed by the geographical location of the isolated location.

PAID LEAVE TRAVEL ALLOWANCE - an amount paid to the employee once or twice a year, according to the classification of the isolated location to defray the transportation costs associated with travel to and from the isolated location.

TRAVEL LEAVE - time granted in addition to regular leave to an employee who is entitled to Paid Leave Travel Allowance and is proceeding on Paid Leave. AREA HEAD - the senior line manager in the region.

UNACCOMPANIED EMPLOYEE - an employee who has no dependents residing at an isolated location.

ACCOMPANIED EMPLOYEE - an employee with dependents residing at an isolated location, as identified by a dependent's status declaration.

DEPENDANT - a person who resides at an isolated location and is:

a) the spouse, or (spouse shall mean a person who is living continuously with the employee and is presented as the employee's spouse)

b) the child of the employee or the child of his/her spouse

who is under the age of 18 years, or (child shall include an adopted child or legal ward)

c) the dependent of the person described in a), or

d) an unmarried child, stepchild, adopted child or legal ward who does not qualify under subparagraph (b), if under the age of 21 years and in full-time attendance at an educational institution, or

e) former spouse or child of the employee to whom or in respect of whom the employee is legally obliged to pay maintenance or support, or

f) one for whom the employee is eligible to claim a personal exemption under the Income Tax Act, or

g) any other relative of the employee, if such relative is a member of the employee's household and is wholly dependent upon him/her for support by reason of mental or physical infirmity.

A dependent of an employee shall cease to be a dependent upon becoming employed by the Corporation and being in receipt of allowances articulated in this policy as a result of that CBC employment or is claimed as a dependent by another employee by means of a dependent's status declaration.

DEPENDANT STATUS shall be established by the employee, identifying in a signed statement those persons whom he/she is claiming as dependents for the purposes of this policy. This declaration shall be signed at the time of hiring or transfer and by April 1 and October 1 each year. The employee shall notify the Corporation of any change in the situation of his/her dependents.

IMMEDIATE FAMILY consists of spouse, mother, father,

sister, brother, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, and grandchild.

ISOLATED LOCATIONS are those locations identified on the list of isolated locations contained in Appendix N.

NORMAL PLACE OF RESIDENCE IMMEDIATELY PRIOR TO APPOINTMENT TO AN ISOLATED LOCATION is the place of residence in Canada of the employee, determined after full consideration of personal family circumstances prior to transfer to an isolated location.

DESIGNATED POINTS OF DEPARTURE - the designated point of departure for each isolated location shall be made available locally and revised as required. The following CBC production points shall be designated points of departure: Vancouver, Edmonton, Saskatoon, Winnipeg, Ottawa, Montreal, Halifax and St. John's (Nfld).

NORMAL WORKING HOURS are those set out in the applicable job specification or collective agreement.

#### APPLICATION 1.0 ISOLATED LIVING AND FUEL AND SERVICES ALLOWANCE

1.1 Isolated Living Allowance shall be paid to all employees working at an isolated location, at the accompanied or unaccompanied rate as appropriate.

1.2 Fuel and Services Allowance shall be paid at the accompanied or unaccompanied rate as appropriate to employees who do not reside in CBC-provided accommodation or who are not in receipt of a private housing subsidy from the Corporation.

1.3 When Isolated Living and Fuel and Services Allowances are paid to an employee who regularly works less than the

normal working hours, the allowances shall be paid at the appropriate hourly rate. However, no allowance shall be paid in respect of any hours worked in excess of the "normal working hours".

1.4 Isolated Living and Fuel and Services Allowances shall become effective: from the day the employee arrives at an isolated location or from the day following the last day for which expenses under the policies governing travel or relocation expenses are paid on appointment or transfer to an isolated location, whichever is the later. 1.5 These allowances shall continue until:

- a) the day the employee ceases to receive a salary from the Corporation for employment at an isolated location, or
- b) the first day for which the employee receives per diem allowances in accordance with travel or relocation expenses policies that are applicable to his/her transfer from an isolated location, unless the employee must maintain a dwelling at an isolated location.

1.6 Subject to the following limitations, payment of Isolated Living and Fuel and Services allowances shall not be affected by absences for:

- a) Corporation business, when expenses are paid under the policies covering travel, providing the employee maintains a residence at an isolated location;
- b) Paid leave, when the employee remains at an isolated location or returns to it immediately following such leave;
- c) Special leave, including bereavement leave;
- d) Illness or injury for which the employee is eligible for benefits under the Corporation's disability income protection plans, including Worker's Compensation, except when the

employee leaves an isolated location during such absence and no dependent or residence is maintained at the isolated location; e) Union activities, when such absence is paid.

1.7 No allowances shall be paid in respect of a period during which an employee is absent without pay. Special circumstances may warrant individual consideration, which shall be subject to Area Head approval.

1.8 Allowances shall be included as part of the base salary in the calculation of benefits under the Corporation's Sub-Plan for maternity/paternity leave during which the employee is eligible for such benefits.

#### 2.0 PAYMENT OF ALLOWANCES DURING ABSENCE OF DEPENDANT(S)

a) When the last dependent no longer resides at an isolated location, the allowances shall be reduced from the accompanied to the unaccompanied rate until a dependent returns.

b) When a dependent establishes temporary residence at an isolated location with the employee, allowances shall be increased from the unaccompanied rate, from the date of the arrival to the date of departure of the dependent.

c) If the dependent does not establish permanent residence with the employee at an isolated location, relocation and transportation expenses shall not be provided for the dependent to or from the isolated location.

#### 3.0 PAID LEAVE TRAVEL ALLOWANCE (PLTA)

3.1 In recognition of the additional transportation costs associated with travel from isolated locations, the Corporation shall provide a Paid Leave Travel Allowance (PLTA) to offset expenses for the employee and dependents,



as follows:

a) Where an employee serves at an isolated location which is classified for allowances at level 1 or 2, the Paid Leave Travel Allowance shall be limited during a fiscal year to the equivalent of the return economy International Association of Travel Agents family air fare that would be incurred for two journeys made to and from the designated point of departure. The employee shall receive the amount of the first PLTA trip on or before April 30, based on the signed dependent's status declaration provided to the Corporation by the employee on or before April 1 of each year.

In addition, the employee shall receive the amount due for the second PLTA trip on October 1 or when proceeding on the second PLTA trip, whichever is earlier.

It shall be the employee's responsibility to notify the Corporation of any change in the dependent's status between April 1 and October 1 of each year.

b) Where an employee is serving at an isolated location classified for allowances at level 3, 4 or 5, the allowance during a fiscal year shall be limited to the equivalent of the return economy I.A.T.A. family air fare that would be incurred for one journey made to and from the designated point of departure.

The employee shall receive the amount of one PLTA trip on or before April 30, based on a signed dependent's status declaration, provided to the Corporation by the employee on or before April 1 of each year.

c) Where there is no airport in the isolated location, the employee shall receive ground transportation expenses from the residence of the employee to and from the nearest

airport, at the kilometre rate determined in the Travel Policy, Appendix N.

d) CPP/QPP and UI premiums shall be deducted from the above payments. Income Tax shall be deducted as required.

e) If the employee resigns or is dismissed for cause, recoveries shall be made if travel leave has not been taken. The amount of the recovery shall be prorated, based on the month of resignation or dismissal and whether the location is level 1, 2, 3, 4 or 5.

f) New CBC employees shall be entitled to a payment of a prorated PLTA until the next scheduled PLTA payment in that location (April 30 or October 12). For each month of prorated PLTA, the employee shall receive:

1/12 of a full PLTA for each complete month of employment in Location 3, 4, or 5, and 2/12 of a full PLTA for each complete month of employment in Location 1 or 2. e.g.

Employee Hired At Location	Hiring Date	Entitlement on: Hiring Date	Oct. 1
level 1 or 2	May 1	10/12	1.0
	Sept. 1	2/12	1.0
	Oct. 31	10/12	0
	Jan. 1	6/12	0
Location level 3, 4 or 5	May 1	11/12	0
	Sept. 1	2/12	0

Oct. 31	5/12	0
Jan. 1	3/12	0

g) After six months of continuous employment, PLTA shall be paid to temporary employees on a prorated basis.

h) CBC employees transferred from a non-isolated location to an isolated location shall be entitled to one full PLTA as of the day they arrive in the isolated location, and subsequently entitled as in a) or b) above. 4.0 TRAVEL LEAVE

4.1 An employee who is entitled to Paid Leave Travel Allowance and is proceeding on paid leave shall also be entitled to Travel Leave in an amount which is the lesser of:  
a) three days, or

b) the actual time required to travel from an isolated location to the designated point of departure and return.

4.2 Travel Leave shall be granted to points other than the designated point of departure, and the entitlement to Travel Leave, provided in 4.1 above, shall apply.

4.3 Where an employee is entitled to PLTA and proceeds on paid leave twice in a year, the amount of travel leave which is granted on each occasion shall be the lesser of three days or the actual travel time.

4.4 When an employee is on paid leave and the period of time required for the journey to or from an isolated location is prolonged by transportation delays beyond the employee's control, travel time not exceeding five days shall be allowed in respect of any one period of absence. Notwithstanding the above, the Area Head may authorize an extension of this period in special circumstances.

In addition to the continuation of salary during these

periods, allowances shall be continued.

Travel time as allowed shall not be charged against the employee's leave credits although, for the purpose of payment of salary and allowances, it shall be regarded as leave with pay.

#### 5.0 RELOCATION EXPENSES

5.1 The Corporation shall pay relocation expenses to any employee transferred to an isolated location in accordance with the policy on relocation expenses.

5.2 Any dependent who does not make his/her permanent place of residence with the employee in an isolated location shall not be entitled to relocation or transportation expenses..

5.3 When a person is hired at a non-isolated location for employment at an isolated location, the policy covering relocation expenses shall apply with regard to the journey of the employee and the dependents from their normal place of residence in Canada to the isolated location.

5.4 Where it is mutually agreed that it is necessary for an employee to temporarily maintain residences at both the isolated and hiring locations, the Corporation shall defray the expenses of the residence at the isolated location for a maximum of 90 days.

5.5 When an employee whose expenses on appointment or transfer to an isolated location were paid in accordance with the relocation policy ceases to be employed at an isolated location, relocation expenses shall be paid, subject to the following:

a) When an employee has ceased to be employed by reason of:

- attaining retirement age;
- disability;
- reduction in staff or lay-off.

The relocation expenses of the employee and dependents shall be paid up to an amount not exceeding the expenses to the employee's normal place of residence.

b) When an employee dies at an isolated location, the Corporation shall reimburse:

i) the expenses for the shipment of the remains, up to an amount not exceeding the expenses to the normal place of residence.

ii) the return travel expenses of the dependents, up to an amount not exceeding travel expenses to the normal place of residence.

iii) for a period of not more than one year following the death of the employee, the relocation expenses of the dependents, up to an amount not exceeding the expenses to the normal place of residence.

c) When an employee ceases to be employed at an isolated location by reason of:

- expiration of term of employment, or
- resignation,
- release during probationary period, or
- dismissal

The relocation expenses of the employee and his/her dependents shall be paid subject to the following:

i) when the employee has served a continuous term of five years or more at an isolated location, relocation expenses shall be paid as in 5.5 a).

ii) When the employee has served a continuous term of

more than one year at an isolated location, but less than five years, the expenses of the employee and dependents shall be paid up to an amount not exceeding the expenses to the designated point of departure or the normal place of residence, whichever is the lesser expense.

iii) When the employee has worked a continuous period of less than one year at an isolated location, the Area Head may authorize either:

the transportation costs of the employee and dependents to the designated point of departure or to the normal place of residence, whichever is the lesser expense, or

an advance not exceeding the amount of the transportation expenses described above. However, before leaving an isolated location-, the employee shall agree in writing to repay the Corporation the amount of advance declared by the Area Head as being recoverable.

iv) When an employee is released during the probationary period, the Corporation shall reimburse the actual relocation expenses of the employee and dependents to the normal place of residence or the designated point of departure, whichever is the lesser expense.

v) When an employee is dismissed for cause, and has worked at an isolated location for a continuous period of: less than five years, the Area Head may authorize payments as in c iii) above.

five years or more, the Area Head may authorize payments as in c ii) above.

vi) When an employee ceases to be employed at an isolated location by reason of transfer to a non-isolated location, and has served a continuous term of more than

two years at an isolated location, the relocation expenses of the employee and dependents will be paid up to an amount not exceeding the relocation expenses to the designated point of departure. (This paragraph is not intended to limit or replace Human Resource Policy 9.2).

vii) An employee must move from an isolated location in order to be entitled to these expenses and must do so within 30 days of the date the employee ceases to perform his/her duties, except in extenuating circumstances as approved by the Area Head. .

5.6 If a location changes from isolated to non-isolated, employees who under this policy would have been entitled to receive relocation expenses had the location remained isolated, shall retain that entitlement for the period of their employment at the formerly isolated location.

#### 6.0 REIMBURSEMENT OF TRANSPORTATION EXPENSES IN THE CASE OF ILLNESS OF EMPLOYEE OR DEPENDANT

6.1 When an employee or dependent has to journey from an isolated location to obtain medical or dental treatment, the transportation expenses incurred shall be reimbursed as follows:

- a) Reimbursement shall not exceed the amount of the transportation expenses to and from the nearest place where adequate treatment can be obtained.
- b) Reimbursement shall not be made unless the claim is supported by a certificate from the appropriate qualified medical or dental authority stating that the treatment was non-elective and could not be provided by services or facilities at an isolated location. Their certificate shall

designate the closest place where adequate treatment may be obtained.

c) Where it is recommended by the appropriate medical or dental authority that the employee or dependent be accompanied by some other person, transportation and accommodation expenses for such a person shall be reimbursed.

d) In addition, travel expenses of an employee or dependent requiring treatment incurred as an out-patient outside an isolated location shall be reimbursed in accordance with the Travel Policy - Canada - for the period defined by the appropriate qualified medical or dental authority.

e) When elective medical or dental treatment is undertaken outside an isolated location during an employee's annual leave, up to three days of annual leave shall be reinstated once per fiscal year. Such elective treatment shall require verification by the appropriate qualified medical or dental authority.

#### 6.2 EXPENSES IN THE CASE OF CRITICAL ILLNESS IN EMPLOYEE'S IMMEDIATE FAMILY

Where a critical illness occurs in the immediate family outside an isolated location, and special leave has been granted, transportation expenses of the employee and/or dependent shall be reimbursed up to an amount that would have been incurred had the journey been to and from the point of departure. Such critical illness may require verification by a qualified medical authority.

#### 6.3 EXPENSES IN CASE OF DEATH OF DEPENDANT

When a dependent dies at an isolated location, the Corporation shall reimburse:



a) the expenses for the shipment of the remains, up to an amount not exceeding the expenses to the normal place of residence.

b) the transportation expenses of the employee and dependents, up to an amount not exceeding the expenses to the normal place of residence and return

#### 6.4 EXPENSES FOR BEREAVEMENT TRAVEL

When an employee proceeds on bereavement leave outside an isolated location, the transportation expenses of the employee and/or dependent shall be reimbursed - up to an amount that would have been incurred had the journey been to and from the designated point of departure.

APPENDIX N

HR RESOURCE POLICY NO. 9.3

NOTEBOOK ITEM E-5

EFFECTIVE: SEPTEMBER 9, 1993

#### ***LIST OF ISOLATED LOCATIONS***

Human Resource Policy No. 9.3 "Allowances and Expenses - Isolated Locations" applies to eligible employees based at CBC locations which are designated as "Isolated Posts" in Treasury Board guidelines.

The attached list of these CBC locations and the allowances to be paid are subject to revision in accordance with changes issued in Treasury Board directives.

NOTE Part-time employees who are eligible for such allowances will receive an hourly rate based on the following formula:

Annual rate of allowances

A new section has been added to the list  $261 \times$  normal daily hours of work

indicating the number of annual leave trips permanent employees are entitled to as a result of employment in an isolated location.

Human Resource Officers for areas which include isolated locations are responsible for determining the eligible employees at such locations and advising Payrolls via the 396 procedure of the rate payable and effective date for changes in the amount of allowances.

When new CBC locations are established which may qualify for isolated allowances, the Relocation Coordinator at Head Office should be advised so that the appropriate allowances may be determined and the list amended accordingly.

Issued by: Relocation Coordinator

Ottawa November 1993

**ALLOWANCES - ISOLATED LOCATIONS ANNUAL RATE/REGULAR EMPLOYEES**

Location	Effective 01.08.98	Accom panied	Unaccom panied	Class	Trips
<b>ALBERTA</b>					
High Level					
Iso. Living		4,646	2,788	4H	
Fuel & Serv		125	75	1	
Annual Leave					1
Manning					
Iso. Living		1,958	1,175	5	
Fuel & Serv		125	75	1	
Annual Leave					1
<b>MANITOBA</b>					
Flin Flon					
Iso. Living		4,646	2,788	4 H	

Fuel & Serv		875	525	4	
Annual Leave					1
NEWFOUNDLAND					
Baie Verte					
Iso. Living	01.10.98	2448	1459	4	
Annual Leave					1
Goose Bay, Happy Valley					
Iso. Living	01.10.98	4,646	2,788	4H	
Fuel & Serv		625	375	3	
Annual Leave					1
Labrador City					
Iso. Living		5,966	3,526	3H	
Fuel & Serv		875	525	4	
Annual Leave					1
Roddickton					
Iso. Living		2,448	1,469	4	
Annual Leave					1
St. Anthony					
Iso. Living		3,678	2,207	3	
Fuel & Serv		875	525	4	
Annual Leave					1
N.W.T.					
Fort Simpson					
Iso. Living		9173	5504	3F	
Fuel & Serv		2,875	1,725	12	
Annual Leave					1
Fort Smith					
Iso. Living		7,707	4,624	3G	
Fuel & Serv		2,375	1,425	10	
Hay River					
Iso. Living		4,646	2,788	4H	
Fuel & Serv		2,625	1,575	11	
Annual Leave					1

Inuvik					
Iso. Living		12009	7205	2E	
Fuel & Serv		5,125	3,075	21	
Annual Leave					2
NUNAVUT					
Iqaluit					
Iso. Living		13474	8084	2D	
Fuel & Serv		1,625	975	7	
Annual Leave					2
Rankin Inlet					
Iso. Living		13474	8084	2D	
Fuel & Serv		5,875	3,525	24	
Annual Leave					2
Yellowknife					
Iso. Living	01.10.98	4,156	2494	5H	
Fuel & Serv		2,875	1,725	12	
Annual Leave					1
ONTARIO					
Sioux Lookout					
Iso. Living		4,646	2,788	4H	
Fuel & Serv		875	525	4	
Annual Leave					1
QUEBEC					
Kuujuaq					
Iso. Living		12009	7205	2E	
Fuel & Serv		2,125	1,275	9	
Annual Leave					2
SASKATCHEWAN					
La Ronge					
Iso. Living		4,646	2,788	4H	
Fuel & Serv		625	375	3	
Annual Leave					1

YUKON TERRITORY					
Whitehorse					
Iso. Living		4,156	2494	5H	
Fuel & Serv		875	525	4	
Annual Leave					1

***INTERPRETATION RE: TEMPORARY AND PART-TIME WORK***

Recognizing that the Staff Reduction Article of the current collective agreement is confusing regarding the issue of Temporary work and silent on the matter of Part-Time work, management is prepared, on a without prejudice basis, to offer the following interpretation to clarify the matter.

1) Temporary full-time work, at the same location, will be offered to a permanent employee qualified to perform such work, if that will result in the avoidance of a lay-off of the employee.

If a permanent employee refuses an offer of temporary full-time employment in the above situation (1) the employee will be laid-off without recall rights.

2) If management wishes to delay the bumping or redeployment process they may, at their option, offer a permanent employee temporary full-time work at the same location.

If the permanent employee accepts the temporary full-time employment that employee will exercise whatever rights remain under this article when the temporary work ends,

unless there has been a return to full-time permanent work.

If the permanent employee refuses the temporary full-time employment in this situation (2), then the employee's bumping and redeployment rights in the Collective Agreement would not be affected.

3) When a permanent full-time employee has been on lay-off for a period of four (4) continuous weeks that employee will become eligible for re-engagement for continuing part-time work, at the same location, where the laid-off employee possesses the occupational qualifications to perform such work. Where management and union agree the laid-off permanent full-time employee is qualified to perform such work, the part-time position will then be offered for re-engagement at that time. Such part-time work may be new work not being performed by anyone or work being performed by a part-time employee with less corporation seniority.

If a permanent full-time employee accepts the part-time work they will be deemed to have been re-engaged as a part-time employee under the collective agreement with no extension of their original recall period. Such employees continue to have rights as per Article 0 for that period while engaged part-time.

If a permanent full-time employee refuses an offer of part-time employment, no other rights contained in this article will be affected.

It is agreed that a full-time employee re-engaged to such a part-time position will be subject to a trial period up to three

(3) calendar months and should the employee fail such trial period they will return to lay-off status as a full-time employee with their original recall rights based on their original lay-off date.

Ken Davis

Sr. Corporate Industrial Relations Officer

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### *CBC Location and Local Numbers*

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166	Calgary	403-521-6000	818M	<a href="mailto:loc818m@cep.ca">loc818m@cep.ca</a>
164	Edmonton	403-468-7500	86M	<a href="mailto:loc86m@cep.ca">loc86m@cep.ca</a>
	La Ronge	306-425-3324	811M	<a href="mailto:loc811m@cep.ca">loc811m@cep.ca</a>
167	Regina	306-347-9540	87S	<a href="mailto:loc87s@cep.ca">loc87s@cep.ca</a>
165	Saskatoon	306-956-7400	811M	<a href="mailto:loc811m@cep.ca">loc811m@cep.ca</a>
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	Flin Flon	204-687-3222	82M	<a href="mailto:loc82m@cep.ca">loc82m@cep.ca</a>
	Thompson	204-667-3222	82M	<a href="mailto:loc82m@cep.ca">loc82m@cep.ca</a>
161	Winnipeg	204-788-3222	82M	<a href="mailto:loc82m@cep.ca">loc82m@cep.ca</a>
174	Inuvik	867-777-7600	85M	<a href="mailto:loc85m@cep.ca">loc85m@cep.ca</a>
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172	Kivalliq	867-645-2244	85M	<a href="mailto:loc85m@cep.ca">loc85m@cep.ca</a>
173	Whitehorse	867-668-8400	81M	<a href="mailto:loc81m@cep.ca">loc81m@cep.ca</a>
175	Yellowknife	867-920-5400	85M	<a href="mailto:loc85m@cep.ca">loc85m@cep.ca</a>
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150	Ottawa	613-724-1200	74M	<a href="mailto:loc74m@cep.ca">loc74m@cep.ca</a>
190	Sudbury	705-688-3200	71M	<a href="mailto:loc71m@cep.ca">loc71m@cep.ca</a>
193	Thunder Bay	807-625-5000	71M	<a href="mailto:loc71m@cep.ca">loc71m@cep.ca</a>
151	Toronto	416-205-3311	71M	<a href="mailto:loc71m@cep.ca">loc71m@cep.ca</a>
176	Windsor	519-255-3411	75M	<a href="mailto:loc75m@cep.ca">loc75m@cep.ca</a>
146	Chicoutimi	418-696-6600		
	Kuuujuaq	819-964-2971		

147	Matane	418-562-2900		
141	Montreal	514-597-6000		
145	Quebec	418-654-1341		
140	Rimouski	418-722-2217		
148	Sept Iles	418-968-7200		
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122	Grand Falls	709-489-2102	93M	loc93m@cep.ca
125	Labrador City	709-944-3616	910M	loc910m@cep.ca
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Patricia Storek (Secretary)	416-622-2740	416-620-0781

CEP Regional Offices	Phone	Fax
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Edmonton	780-425-0707	780-424-2505
Calgary	403-236-2293	403-236-3903
Regina	306-777-0000	306-584-8714
Winnipeg	204-988-1400	204-942-2952
Thunder Bay	807-344-0628	807-344-2394
Toronto	416-622-2740	416-620-0781
Sarnia	519-332-4102	519-332-3858
Ottawa (National Office)	613-230-5200	613-230-5801
Moncton	506-857-8647	506-858-8313
Halifax	902-422-5757	902-422-5766
St. John's	709-726-5667	709-726-4538

**1999**

M	T	W	T	F	S	S	M	T	W	T	F	S	S				
<b>JANUARY</b>							1	2	3	<b>JULY</b>				1\$	2	3	4
25	26	27	28\$	29	30	31	26	27	28	29\$	30	31					
<b>FEBRUARY</b>							<b>AUGUST</b>						1				
22	23	24	25\$	26	27	28	23	24	25	26\$	27	28	29				
<b>MARCH</b>							30	31	<b>SEPTEMBER</b>								
1	2	3	4	5	6	7			1	2	3	4	5				
22	23	24	25\$	26	27	28	20	21	22	23\$	24	25	26				
29	30	31					27	28	29	30							
<b>APRIL</b>				1	2	3	4	<b>OCTOBER</b>				1	2	3			
19	20	21	22\$	23	24	25	18	18	20	21\$	22	23	24				
26	27	28	29	30			25	26	27	28	29	30	31				
<b>MAY</b>						1	2	<b>NOVEMBER</b>									
24	25	26	27	28	29	30	22	23	24	25	26	27	28				
31	<b>JUNE</b>						29	30	<b>DECEMBER</b>								
	1	2	3\$	4	5	6			1	2\$	3	4	5				
21	22	23	24\$	25	26	27	20	21	22	23	24	25	26				

**2000**

M	T	W	T	F	S	S	M	T	W	T	F	S	S	
<b>JANUARY</b>						1	2	<b>JULY</b>					1	2
24	25	26	27\$	28	29	30	24	25	26	27\$	28	29	30	
31	<b>FEBRUARY</b>						31	<b>AUGUST</b>						
21	22	23	24\$	25	26	27	21	22	23	24\$	25	26	27	

28	29	<b>MARCH</b>					28	29	30	31			
		1	2	3	4	5	<b>SEPTEMBER</b>			1	2	3	
20	21	22	23\$	24	25	26	18	18	20	21\$	22	23	24
27	28	29	30	31			25	26	27	28	29	30	
<b>APRIL</b>					1	2	<b>OCTOBER</b>					1	
<b>24</b>	25	26	27	28	29	30	23	24	25	26	27	28	29
<b>MAY</b>						30	31	<b>NOVEMBER</b>					
1	2	3	4\$	5	6	7			1	2\$	3	4	5
<b>22</b>	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30	31					27	28	29	30\$			
<b>JUNE</b>			1\$	2	3	4	<b>DECEMBER</b>			1	2	3	
19	20	21	22	23	24	25	18	18	20	21	22	23	24



**2001**

M	T	W	T	F	S	S	M	T	W	T	F	S	S					
<b>JANUARY</b>							<b>JULY</b>						1					
22	23	24	25\$	26	27	28	23	24	25	26\$	27	28	29					
29	30	31					30	31	<b>AUGUST</b>									
<b>FEBRUARY</b>							1	2	3	4				1	2	3	4	5
19	20	21	22\$	23	24	25	20	21	22	23\$	24	25	26					
26	27	28					27	28	29	30	31							
<b>MARCH</b>							1	2	3	4	<b>SEPTEMBER</b>						1	2
26	27	28	29	30	31		24	25	26	27	28	29	30					
<b>APRIL</b>							1	<b>OCTOBER</b>										
23	24	25	26	27	28	29	22	23	24	25	26	27	28					
30	<b>MAY</b>						29	30	31	<b>NOVEMBER</b>								
	1	2	3\$	4	5	6				1\$	2	3	4					
<b>21</b>	22	23	24	25	26	27	19	20	21	22	23	24	25					
28	29	30	31\$				26	27	28	29\$	30							
<b>JUNE</b>							1	2	3	<b>DECEMBER</b>						1	2	
25	26	27	28\$	29	30		24	<b>25</b>	<b>26</b>	27\$	28	29	30					