

# Canadian Broadcasting Corporation (broadcast and TV employees)

10/15/2018 to 10/15/2021

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## SECTION I – AGREEMENT BETWEEN THE PARTIES

### Article 1 - PURPOSE OF THE COLLECTIVE AGREEMENT

#### 1.1

The purpose of this Collective Agreement is to establish orderly dealings between the Parties, to promote good labour relations between the Employer and Union members and establish working conditions to promote safety, well-being and satisfaction at work.

The purpose of this Agreement is also to promote cordial dealings and collaboration between the Employer and the Union. It is with this intention of good faith that the Parties have signed this Agreement to establish mutually agreed working conditions.

It is in this same spirit that the Parties acknowledge that they work in an ever-changing industry. The Parties are collaborating to adapt quickly to these changes to implement the mandate of the Canadian Broadcasting Corporation (CBC)/Radio-Canada pursuant to the *Broadcasting Act*.

## Article 2 - DEFINITIONS

### **Competency:**

Refers to all the qualities necessary for a worker to fulfil the requirements of a function.

### **Qualification:**

Refers to all the acquired competencies and knowledge required for employment or a function.

### **Employee:**

Refers to any person holding employment under the jurisdiction of the Bargaining Unit.

### **Payroll:**

Refers to Employees' total basic salaries.

### **The Parties:**

Refer to the Canadian Broadcasting Corporation (CBC)/Radio -Canada and the Syndicat des communications de Radio-Canada (FNC-CSN).

### **Callback list:**

Refers to the counter list by seniority used to assign term Employees.

### **Counter:**

Refers to the total number of days worked by a term Employee. The counter also includes annual leave as well as authorized absences (workplace accidents and occupational injuries, sick leave and special leave). It includes compensatory leave only when taken in the place of a scheduled assignment. The rules related to article 56 (maternity leave, adoption leave, co-parent leave, parental leave) apply to the counter.

### **Recall list:**

Refers to the list prepared for laid-off employees for the purpose of obtaining a new permanent position, as mentioned in article 32.

**Period:**

Refers to, when used in article 47, a period of more or less three (3) months, as defined in clause 47.6.

**Cycle:**

Refers to the posted schedule beginning on a Monday and ending on the Sunday, fourteen (14) days later.

**Notification of schedule:**

Refers to posting the schedule as defined in clause 38.1.

**Continuous service:**

Refers to, when used in article 48, the hiring year after year of a contract Employee for at least thirty- nine (39) weeks per year. The length of this continuous service, however, corresponds to the total terms of the various contracts.

**Co-production:**

Refers to collaboration agreements for the production or co-production of programs, program segments or other content. These types of agreements generally take the form of the Employer's financial participation in the production of a program, a program segment or other content in return for broadcasting rights. These types of agreements may include the Employer's participation through the provision of human and material resources.

**Trainee:**

Refers to a person pursuing studies requiring a practical internship or who is participating in a government program or a program offered by the Employer.



## **Article 3 - INTERPRETATION**

### **3.1 Official interpretation**

All official interpretations of these articles of the Collective Agreement are conditional on a specific agreement evidenced in writing and signed by the authorized representatives of each of the Parties.

### **3.2 Masculine - feminine**

All provisions in this Collective Agreement apply to all Employees. In this Collective Agreement, the masculine gender also represents the female gender.

## **Article 4 - OFFICIAL TEXT**

### **4.1**

Both the French and English texts of this Agreement are official. Should there be any discrepancy in interpretation, however, the French version shall take precedence.

## **Article 5 – UNION RECOGNITION**

### **5.1**

The Employer recognizes the Union as the sole bargaining agent for Employees holding a position covered by the bargaining certificate issued by the Canada Industrial Relations Board on October 8, 2015, which reads as follows:

“[...] all employees in the province of Quebec and the city of Moncton, N.B. except for those covered by other bargaining certificates, as well as producers, supervisors and staff regarded as such.”

**Article 6 - MANAGEMENT RIGHTS**

**6.1 Management and administration**

The Employer exclusively reserves all rights and privileges to direct and administer its current and future operations. The Employer exclusively reserves all rights and privileges to determine its operating methods and organizational structure, notably to determine the nature and scope of functions as well as the terms and conditions of assignments, to choose and direct its staff, to determine the number of its staff, as well as to hire, evaluate, transfer, promote, demote, impose disciplinary measures on, lay off, dismiss or terminate the employment of its Employees. The exercise of these rights and privileges is subject to the provisions of this Collective Agreement.

**6.2 Premises and equipment**

The Employer exclusively reserves all rights and privileges to manage its properties, to maintain order and security at its locations and to establish rules and standards governing their operation. The Employer may notably decide the number and location of its premises, decide to select, procure, create and integrate equipment and technology to be installed on its premises, as well as decide the quality, quantity and nature of its equipment. The exercise of these rights and privileges is subject to the provisions of this Collective Agreement.

## **Article 7 - UNION DUES**

### **7.1 Deductions for union dues**

The Employer shall deduct, free of charge, from the pay of all Employees, as of their date of hire, the amount of the Union dues as set by the Union.

### **7.2 Notice of change in rate**

The Union shall give the Employer at least two (2) calendar months' written notice of any change in the dues check-off.

### **7.3 Remittance to Union**

The Employer shall deduct the Union dues from Employees' salary every two (2) weeks and provide that remittance to the Union in the week following the payroll deposit.

## **Article 8 - UNION LEAVE AND UNION RIGHTS**

### **8.1**

The Employer shall grant union leave with pay, subject to operational needs:

- a) to a maximum of three (3) Employees per meeting day for any joint committee set up under this Collective Agreement and any legislation in force;
- b) to a maximum of eight (8) Employees per negotiation, conciliation and mediation meeting day. The Parties shall agree in advance upon a meeting schedule to anticipate replacement needs;
- c) to a maximum of two (2) Employees per dispute arbitration day to renew the Collective Agreement.

### **8.2**

The Employer shall grant union leave without pay, subject to operational needs and replacement (overtime) costs:

- a) to Employees elected or appointed to any full-time Union office, for the duration of their term of office up to a maximum of (3) years. Such leave shall be renewed upon receipt of a written request submitted at least thirty (30) calendar days prior to its effective date.
- b) to a maximum of three (3) Employees elected or appointed to a full-time union office with an official labour movement organization for the duration of their term of office up to a maximum of (3) years. Such leave may be renewed upon receipt of a written request submitted at least thirty (30) working days prior to its effective date.
- c) to Union officers and elected or appointed Union members to attend Union conventions, meetings and seminars as well as to participate in union business.

### **8.3**

All union leave requests under this Agreement shall be sent the Employee's immediate supervisor no later than ten (10) working days prior to the date of leave. For calculating this period, the day marking the start of this period is not counted, but the deadline day is.

### **8.4**

Union leave granted under this Agreement shall not extend the employment period of term or contract Employees. Once their probationary period has ended, term Employees accrue one day on the counter for every day of Union leave with or without pay within the same pay period that they would have normally been scheduled had it not been for this leave.

The Employer shall schedule term Employees on Union leave with or without pay.

## **8.5**

Meetings between the Parties as provided for in this Agreement usually take place during working hours.

## **8.6**

When Employees are authorized to take leave without loss of pay pursuant to clause 8.1, and such leave coincides with one or more of their weekly days off, these Employees shall be granted compensatory leave to be taken at a time set by mutual agreement with the Employer.

## **8.7**

The Employer shall maintain the salary of an Employee who is granted union leave without pay. The Employer shall deduct from the Union dues paid to the Union the amount of salary plus a percentage corresponding to the Employer's contribution to the various tax obligations related to the employment and to the benefits of the Employee on leave.

The provisions relating to accumulation of annual leave shall continue to apply. The Employer shall send the Union a statement of the union leave concerned, with dates and names of recipients.

## **8.8**

Employees shall continue to accrue seniority for the duration of union leave. However, Employees on leave pursuant to clause 8.2 b) shall cease to accrue seniority as of the extension of their term of office beyond three (3) years.

## **8.9**

The Union shall inform the Employer in writing of the names of the members of the general executive and of its representatives within fifteen (15) days following the signature of the Collective Agreement or any subsequent amendment.

## **8.10**

The Union has, at all times, the right to be accompanied by its elected representatives and the union advisor in meetings with the Employer.

## **8.11**

Employees may, upon submitting a written request at least five (5) working days prior, consult their file in the presence of their superior or a Human Resources representative. If they so desire, they may be accompanied by a Union representative.

## **8.12**

There shall be no discrimination or intimidation against members of the Bargaining Unit by reason of their membership in the SCRC or of their activities as stewards or officers of the Union or as members of the various committees set up under this Agreement or by reason of any activity resulting from membership in the Union.

## **Article 9 - ACCESS TO EMPLOYER'S PREMISES**

### **9.1 Secure access**

Subject to the Employer's guidelines on secure access to its premises, the Employer shall, upon reasonable prior written notice, authorize access to its premises to authorized Union representatives so that they may ensure compliance with the provisions of this Agreement.

### **9.2 Prior consent from the Employer – meeting or gathering**

The Union shall at all times obtain prior consent from the Employer to hold a meeting or gathering on the Employer's premises or in one of the Employer's rooms, if available.



## **Article 10 - BULLETIN BOARDS**

### **10.1**

At each location, the Employer shall provide bulletin boards of suitable size and in appropriate places, so that the Union can announce meetings, elections, negotiations, Union policies and positions, as well as information concerning the Union's business.

The Union may also use other bulletin boards provided it obtains authorization from the Industrial Relations representative.

The Employer reserves the right to remove any notices deemed to be harmful to dealings between the Union and the Employer following a relevant discussion with the Union.

## Article 11 - INFORMATION TO UNION

### 11.1

In addition to the information specifically stipulated in this Collective Agreement, the Employer shall, on a monthly basis, send the Union a file electronically containing the following information for all Employees:

- Employee's name
- Gender
- Date of birth
- Employee ID
- Job title
- Employment status
- Component
- Department
- City
- Start date
- End date
- Reason for termination of employment
- Seniority
- Classification
- Salary anniversary date
- Current salary
- Amount of additional remuneration
- Nature of additional remuneration
- Temporary upgrades of four (4) weeks or more
- Cross-unit assignments
- Amount of Union dues
- Position number
- Primary or secondary assignment
- Employees absent for the entire month, including the reason for their absence (maternity leave, paternity leave, adoption leave, short-term disability for the entire month, long-term disability, other absences)
- Staffing percentage of the position (part-time)
- Date of enrolment in the Pension Plan
- Language of correspondence
- Eliminated positions
- Vacant positions

### 11.2

A list of administrative units and of the Employees within those units shall be provided to the Union once a year, no later than October 31.

### 11.3

Pursuant to the *Privacy Act*, the Employer shall provide the Union with a list of the names, addresses and personal phone numbers of its Employees represented by the Union, as they appear on the Corporation's rolls, every six (6) months.

## **SECTION III – DEALINGS BETWEEN THE PARTIES**

### **Article 12 - LABOUR RELATIONS COMMITTEE**

#### **12.1**

To promote a collaborative relationship between the Employer and its Employees, as represented by the Union, to review any issues, approaches and problems not covered by the provisions of the Collective Agreement, and to resolve misunderstandings or problems stemming from the application or interpretation of the Collective Agreement, the Parties agree to establish a Labour Relations Committee.

The Labour Relations Committee shall not make any decisions that fall under the exclusive responsibility of the Grievance Committee concerning a dispute, or of any other committee stipulated in the Collective Agreement without consulting their representatives beforehand.

#### **12.2**

Operating procedures and the meeting schedule shall be determined by Committee members. They shall meet at least ten (10) times throughout the year, unless Committee members decide otherwise.

To ensure effective monitoring of the various matters addressed by the Labour Relations Committee, Committee members may set up sub-committees and determine the mandates, number of participants and operating procedures for those sub-committees.

#### **12.3**

The Labour Relations Committee shall include up to three (3) representatives from each of the Parties. Each Party shall have the option of appointing guest members to explain particular issues after providing the other Party with at least ten (10) days' notice. This notice shall include the name of any guest members and the nature of their involvement.

#### **12.4**

The Parties shall exchange the items they would like to have added to the agenda at least ten (10) days before Committee meetings.

#### **12.5**

Minutes of each meeting shall be prepared, read and signed by both Parties before the meeting is adjourned.

#### **12.6**

In the event of a disagreement among Labour Relations Committee members about a matter associated with the working conditions related to the application or interpretation of the Collective Agreement, either Party may file a grievance within the timeframe set out in clause 19.4

That timeframe begins on the day that the minutes are signed stipulating the disagreement among the Parties when the matter is addressed by the Labour Relations Committee in the month following the incident. Otherwise, the timeframe stipulated in clause 19.4 applies. The Parties may decide to extend the applicable timeframe by mutual agreement during a Committee meeting.

## **12.7**

The Labour Relations Committee shall not have the power to amend the provisions of this Agreement.

## **Article 13 – NO STRIKES OR LOCKOUTS**

### **13.1**

During the term of this Agreement, the Union shall not cause or encourage any strike, and the Employer shall not cause or encourage any lockout.

### **13.2**

No Employees shall be required to perform work or assist in the performance of work under the exclusive jurisdiction of another bargaining unit of the Employer whose employees are on strike or locked out.

**SECTION IV – JURISDICTION**

**Article 14 - WORK CARRIED OUT BY MANAGEMENT**

**14.1**

The Employer agrees to not assign work normally carried out by members of the Bargaining Unit under this Collective Agreement to its trusted staff or management, except for supervision, training or equipment evaluation purposes, or in emergency situations.

**Article 15 – WORK CARRIED OUT BY MEMBERS OF OTHER BARGAINING  
UNITS AND CREATING HYBRID AND NON-HYBRID POSITIONS**

**15.1** Emergency assignments or assignments for unforeseen circumstances

The Employer may assign a member of another bargaining unit to duties carried out by Unit members in cases of emergency or unforeseen circumstances.

The Employer may also assign a member of another bargaining unit work carried out by staff assigned to transmitters operating equipment used to operate remote transmitters when no Unit members are available.

**15.2** Intermittent assignment of members of the APS

In addition to clause 15.1, the Employer may also assign a member of the Association of Professionals and Supervisors (APS) to evaluate, familiarize themselves with or demonstrate how to use equipment.

**15.3** Cross-skilling

As part of cross-unit work, members of another bargaining unit may be assigned to perform work normally carried out by Unit members, provided that Unit members may perform work normally carried out by members of the other bargaining unit and that the work is not normally included among the main duties of the members of either bargaining unit.

Upon receipt and before the implementation of cross-unit projects, the Industrial Relations department shall share any such projects with the Union if they affect work under the jurisdiction of the SCRC.

The Employer and the Union agree to actively participate in a permanent joint committee including all unions affected by cross-unit or hybrid projects to discuss and exchange ideas on these projects, or to agree on other solutions that could adequately meet the Employer's operational needs, without any admission of liability and subject to the rights stemming from the certification and Collective Agreement of the Union.

**15.4** Non-hybrid cross-skilling

The Parties acknowledge that it may be necessary for Employees to perform cross-unit duties that are ancillary to their basic function.

The performance of such ancillary functions shall be compensated with twenty dollars (\$20) per day if the assignment is for a period of at least ninety (90) minutes worked. This compensation is also paid when an Employee is assigned or replaced as part of a cross-unit project.

**15.5** Creating hybrid positions

Cross-skilling enables Employees to perform job duties within the competence of this Collective Agreement as well as those of other bargaining units. This sort of cross-skilling shall be called hybrid when forty percent (40%) of the time is spent performing the

functions of a job within the competence of another bargaining unit. This provides a point of reference, given that the Parties acknowledge that it is difficult to say when a position actually becomes a hybrid position. These are full-time assignments.

#### **15.6 Experimental period**

Hybrid cross-skilling may occur on an experimental basis. The Employer shall ask for volunteers for these assignments by means of posting by city or by sector. The Employer shall select from the applications received those that best meet the required qualifications and competencies as stipulated in the posting. When candidates have equivalent qualifications and competencies, the Employer shall give preference to the candidate with the most seniority. If no candidate meets the qualification and competency requirements, the Employer shall assign the candidate of its choosing.

Before any hybrid inter-unit project begins, the Employer shall share the related details with the Union, notably its length, the full description of duties as well as the name of the Employee involved in the project.

#### **15.7 Length**

Experimental multi-skilling should not last for less than one (1) month or more than six (6) months. By mutual agreement, an experiment may be extended by another six (6)-month period. No more than one (1) year after the experiment begins, the Employer shall end the experiment, and the Employee shall return to his former duties.

#### **15.8 Hybrid position**

If the Employer creates a permanent hybrid position at the end of the initial six (6)-month period and no later than one (1) year after the experiment began, the Employee who held this position is given priority, and the position is then posted if that Employee refuses the position.

#### **15.9 Compensation**

If the length of the project is less than one (1) month, clause 15.4 applies.

#### **15.10 Return to former duties**

- a) If the Employer, in the course of or at the end of the experimental period, is not satisfied with Employees holding experimental multi-skilled jobs, said Employees shall return to their former duties upon ten (10) working days' notice. The Employer acknowledges the right of selected candidates to return to their former duties between the ninetieth (90th) and one-hundredth (100th) day of the assignment.
- b) Experiments that end in failure shall not be held against employees in their performance appraisals.

#### **15.11 Salary rate**

During the experimental period, employees shall not receive more than the salary rate attached to the best-paid job or an increase of three per cent (3%), whichever is higher.



## **15.12 Training**

The Employer agrees to ensure that Employees receive adequate training for hybrid positions.

## **15.13 Procedure for creating hybrid positions**

- a) If the experiment is conclusive, the experimental cross-skilling shall become continuing multi-skilling through the creation of a hybrid function.
- b) A hybrid job combines the basic functions of two (2) or more jobs within the competence of two (2) or more bargaining positions in proportions determined by the Employer.
- c) The Parties shall meet to determine the job description for the position. The level of pay shall be set through the job evaluation process.
- d) Before being implemented, a completed job description shall be provided to the bargaining units concerned.
- e) The Parties shall meet to determine the functions concerned, the affiliation and dues to be paid.
- f) Each time it is clear, however, that a person assuming a hybrid duty performs on a preponderant and lasting basis duties of the Bargaining Unit or another unit, this person shall be transferred to the appropriate unit.
- g) The Employer shall ensure that hybrid jobs are distributed as equitably as possible among the participating bargaining units for the term of the Agreement. A summary shall be submitted to the Labour Relations Committee by June 1 of each year, and the Employer shall make any necessary adjustments.
- h) If it is clearly established that an Employee is laid off as a result of the creation of a hybrid position, the laid-off Employee shall be entitled to one week's salary in compensation in addition to the compensation stipulated in article 32, per year of continuous service.

**Article 16 – OUTSIDE ACTIVITIES AND POLITICAL ACTIVITIES**

**16.1** Outside activities

Employees may undertake outside work outside working hours provided that:

- a) such activities do not enter into direct competition with CBC/Radio-Canada broadcasting services. This provision does not apply to persons hired to host programs outside of the information sector or to term Employees provided that these activities do not interfere with their work or their availability for the Employer.
- b) they do not, without prior authorization, make use of their connection with the Employer in their outside activities;
- c) such activities do not violate the Code of Conduct, the Conflict of Interest policy, ethical considerations or the *Journalistic Standards and Practices*, as occasionally amended, to the extent that they apply to the Employee.

**16.2** Political activities

Employees may participate in political activities or run for office during an election, provided that they comply with legislation and restrictions imposed by the Corporation's policies, notably aspects of the *Journalistic Standards and Practices* that reference such activities, as occasionally amended.

## **Article 17 – HARASSMENT, DISCRIMINATION AND VIOLENCE IN THE WORKPLACE**

### **17.1**

The Parties acknowledge that Employees, supervisors and management have the right to a workplace free from any form of harassment, discrimination or violence, and to enjoy a safe and healthy workplace free of any discrimination for the reasons stipulated in the *Canadian Human Rights Act*.

### **17.2**

The Parties agree to collaborate to avoid or end, through appropriate means, any harassment, discrimination or violence in the workplace that is brought to their attention.

### **17.3**

When a workplace harassment, discrimination or violence complaint is lodged, the Employer shall conduct an investigation to resolve the matter and protect the rights and well-being of all Parties concerned. The complaint shall be reviewed and processed in accordance with the Employer's Anti-Discrimination and Harassment Policy.

### **17.4**

The Employer shall inform the Union of any new investigation involving an Employee and inform Employees of their right to be accompanied by a Union representative at every step of the complaint procedure.

The Employer shall share all conclusions of the investigation with the Union while protecting any confidential or personal information.

### **17.5**

If unsatisfied with the Employer's decision, the Employee may submit a grievance within thirty (30) calendar days. In such cases, the grievance is considered to have gone through the normal steps of the grievance procedure and may be deferred directly to arbitration, pursuant to the procedure stipulated in article 20. The Parties may, by agreement, proceed with expedited arbitration.

## **SECTION VI – DISCIPLINARY MEASURES**

### **Article 18 - DISCIPLINARY MEASURES**

#### **18.1**

For the purposes of this article, a disciplinary measure is a written reprimand, a suspension without pay or a dismissal.

All disciplinary measures shall be imposed in accordance with the following procedure.

#### **18.2**

All disciplinary measures shall be communicated to the Employee within thirty (30) calendar days of the relevant incident or of when the Employer became aware of all the facts related to the incident. The Union shall receive a copy of any disciplinary measures shared with the Employee.

#### **18.3**

Employees shall be advised in writing at least three (3) working days before being required to attend an interview to discuss the facts related to the investigation. The notice of interview shall include the main facts relevant to the investigation. A copy of the notice shall be sent to the Union. The Employer shall inform Employees that they can be accompanied by a Union representative.

#### **18.4**

Any disciplinary measures that are deemed unjustified shall be removed from the Employee's file and destroyed.

Employees may consult their status and pay files in the presence of a representative of the Employer and, if they so desire, in the presence of a Union representative by providing reasonable notice.

#### **18.5**

A disciplinary measure can be imposed only for just and sufficient cause, and the burden of proof shall rest with the Employer.

#### **18.6**

Employees may insert their written version of the facts into their file no later than fifteen (15) working days after the Employer has communicated the disciplinary measure.

#### **18.7**

Any reference to disciplinary measures shall be removed from the Employee's status and pay file two (2) years after it is sent.

## **SECTION VII – SETTLEMENT OF GRIEVANCES**

### **Article 19 - GRIEVANCE PROCEDURE**

#### **19.1 Definition**

For the purpose of this Agreement, a grievance is any complaint, misunderstanding or dispute relating to working conditions arising from the application, interpretation or violation of this Collective Agreement or of the Employer's policies.

#### **19.2 Complaint management**

a) Employees who feel that they have a valid reason to lodge a complaint can discuss this with their manager or another representative of the Employer in order to reach an agreement. They can be accompanied by a Union representative, if they so desire, in which case a Human Resources representative may also be present.

b) The Parties must make an effort to resolve the complaint prior to filing a grievance. Unless otherwise agreed, the Parties have five (5) business days from the date the meeting is held, to find a mutually agreeable solution.

c) A grievance filed to the other Party cannot be rejected by the arbitrator for the sole reason that the procedure stipulated in clause 19.2 a) was not respected.

d) Unless otherwise decided by the Parties, any agreement reached as part of the complaint management process, may not be cited as a precedent. Similarly, any discussions about resolving the complaint as stipulated in clauses 19.2 a) and b) may not be cited in a future grievance procedure.

e) The grievor and the Union steward, if applicable, are released from duty with pay for the duration of the meeting. If, at the Employer's request, the meeting is held before or after the usual workday, the grievor and Union steward shall be compensated at the overtime rate, if applicable.

#### **19.3 Right to file a grievance**

The Parties acknowledge that the Employer, the Union and any Employee or group of Employees may file a grievance.

#### **19.4 Filing a grievance**

Notwithstanding clause 19.2, all grievances must be submitted using the form included as an appendix to this Agreement, within thirty (30) calendar days following the date of the incident or within thirty (30) calendar days following the date on which the concerned Party is deemed to have become aware of the incident.

All grievances submitted by the Union, an Employee or a group of Employees shall be sent by email to Industrial Relations.

All grievances submitted by the Employer shall be sent to the Union by email. The responding Party shall confirm receipt of the grievance by email.

### **19.5 Grievance resolution**

The Parties declare their firm intention to make every possible effort to resolve disputes in a timely manner. To this end, grievances shall be discussed at Grievance Committee meetings.

The Parties agree to meet at least ten (10) times a year, unless mutually decided otherwise.

### **19.6**

The Parties shall exchange the list of grievances on the agenda at least ten (10) days before the meeting. The Parties may agree to leave one or more grievances pending until the next meeting or, failing that, either Party may submit the grievance to arbitration in accordance with the timeframe stipulated in clause 20.1

At the end of the meeting, the Parties shall prepare meeting minutes stipulating the discussions held and any required follow-up for each of the Parties for each of the grievances. The minutes shall be signed by the Parties present at the meeting.

### **19.7**

The Employer agrees to release a maximum of three (3) Employees without loss of pay so that they may attend Grievance Committee meetings.

### **19.8 Written agreement**

Any resolution of a grievance between the Employer and the Union shall be stipulated in a written agreement that shall be signed by the duly authorized representatives of both Parties.

### **19.9 Timeframes**

Any timeframe stipulated in this article may be extended by mutual written agreement before the end of said timeframe.

## **Article 20 - ARBITRATION PROCEDURE**

### **20.1 Arbitration requests**

Should the two (2) Parties fail to reach a settlement during the first Grievance Committee meeting after the grievance was filed and the grievance not be left pending pursuant to clause 19.6, either Party may refer it to arbitration.

This shall be done through a statement included in the meeting minutes or by written notice filed with the other Party within thirty (30) days of that meeting.

The grievance shall be referred to arbitration no later than twelve (12) months after it is filed, through written notice provided to the Employer or to the Union, failing which the grievance shall be deemed referred to arbitration.

The Parties may agree that disciplinary measures, other than dismissal, may be referred to arbitration at a later date.

Grievances relating to disciplinary measures may be referred directly to arbitration without prior discussions among the Grievance Committee.

### **20.2 Mediation-arbitration**

By mutual agreement between the Parties, a dispute may be submitted to a mediator-arbitrator who will attempt to help the parties reach a negotiated settlement.

Before the start of mediation, the Parties shall agree on a protocol with the mediator-arbitrator.

### **20.3 Expedited arbitration**

The Parties may, by mutual agreement, refer any grievance to expedited arbitration.

When the Parties agree to refer a grievance to expedited arbitration, they agree to take all necessary measures for the case to be heard before the arbitrator selected by the Parties within thirty (30) days of the grievance being filed, and that a decision shall be rendered within thirty (30) days of the arbitrator's taking the matter under advisement.

### **20.4 Timeframe amendments**

Any timeframe stipulated in this article may be extended or amended by mutual written agreement before the end of said timeframe.

### **20.5 Selection of arbitrator**

The Party that refers the case to arbitration shall provide a list of three (3) arbitrators to the other Party.

If an agreement cannot be reached on the selection of an arbitrator, the other Party shall then propose a list of three (3) arbitrators.

The entire arbitrator selection process shall be completed within forty-five (45) days of the referral to arbitration.

If an agreement cannot be reached by the end of this process, either Party shall submit a request for the appointment of an arbitrator to Employment and Social Development Canada. It is understood that this request shall explicitly exclude all previously proposed arbitrators.

#### **20.6 Arbitrator's authority**

The arbitrator shall not have the power to change, revise, extend or amend the provisions of this Collective Agreement, or to award costs or expenses to either Party. When the incident giving rise to the grievance resulted in a loss of income and/or loss of benefits, the arbitrator shall have the power to order that such loss be fully or partially compensated. The arbitrator shall also have the power to substitute one disciplinary measure for another penalty deemed more fair and reasonable under the circumstances.

#### **20.7 Arbitration decision**

Arbitrators shall give reasons in writing for their decision, which shall be final and binding. Decisions shall be handed down within ninety (90) days after being taken under advisement.

#### **20.8 Arbitrator expenses**

The Employer and the Union shall equally share the expenses of the arbitrator. However, neither Party shall be obliged to pay any part of the cost of a stenographic transcript without express consent.

#### **20.9 Compensation**

Employees called as witnesses by either party shall be released by the Employer without loss of pay or leave for the period required by the arbitration.

In addition, two (2) persons employed by the Corporation responsible for the Union's case shall also be released without loss of pay for the duration of the hearing.

When arbitration takes place outside of the region where Employees affected by the above paragraph work, those Employees shall be released from duty without pay for travel, pursuant to the terms and conditions stipulated in article 8.

#### **20.10 Priority grievances**

The Employer and the Union agree that priority shall be given to grievances relating to disciplinary matters or terminations of employment.

#### **20.11 Interpretation expenses**

If a Party requires simultaneous interpretation services during an arbitration hearing, that Party shall be solely responsible for covering all those expenses.



**20.12** Postponing a hearing

If a Party asks to postpone a hearing date, that Party shall be solely responsible for covering all the arbitrator expenses for that hearing day, unless otherwise agreed upon by the Parties.

**20.13**

A technical error in the submission of the grievance shall not affect its validity. Such errors shall be communicated to the other Party as soon as they are detected.

**Article 21 – TRAINEES**

**21.1**

The Employer shall inform the Union of any plans to have trainees. All trainees shall be in addition to regular employees.

## **Article 22 – SENIORITY**

### **22.1** Establishing seniority as of the date the Collective Agreement is signed

The Parties shall establish the seniority in effect on the date the Collective Agreement is signed according to the provisions of Appendix D. Seniority shall then accrue in accordance with the following provisions:

#### Permanent Employees

### **22.2**

For new Employees hired directly into a permanent position, the date of seniority corresponds with their start date.

### **22.3** Seniority shall accrue in the following circumstances:

- a) leave authorized by the Employer, notably annual leave, statutory holidays, special leave, leave owing to sickness or occupational injuries, leave with pay, union leave with or without pay, maternity leave, parental leave, adoption leave, co-parent leave, compassionate care leave, leave related to critical illness, leave related to death or disappearance, deferred salary leave;
- b) absence without pay for up to six (6) months;
- c) suspensions;
- d) imprisonment for acts committed in the performance of their duties, in accordance with the Employer's policies, guidelines and standards, provided that Employees have cooperated with the Employer in their defence and that they have not been guilty of serious misconduct or gross negligence;
- e) when Employees are elected or appointed to any full-time union office, up to a maximum of (3) years as stipulated in clause 8.2;
- f) when Employees are laid off for up to twelve (12) months and placed on the recall list in accordance with clause 32.6 b).

### **22.4**

Seniority ceases to accrue and is maintained in the following circumstances:

- a) authorized leave without pay for over six (6) months but less than two (2) years;
- b) union leave outside of the Union for over three (3) years, in accordance with article 8.

### **22.5**

Employees lose their seniority and their job in the following circumstances:

- a) dismissal, unless cancelled through the grievance procedure, arbitration procedure, or through any other competent court;

- b) resignation;
- c) retirement;
- d) lay-off lasting over twelve (12) months;
- e) unauthorized absence without valid reason for over three (3) consecutive days.

#### Part-time permanent Employees

##### **22.6**

Part-time permanent Employees accrue seniority in accordance with the provisions of clauses 22.2 to 22.5 on a pro rata basis, according to the number of hours worked.

#### Term and contract Employees

##### **22.7**

As of the date the Collective Agreement is signed, seniority shall be calculated according to each day worked, namely one (1) day of seniority shall be accrued for each day worked.

##### **22.8**

In the following situations, seniority continues to accrue for days when term or contract Employees would have been otherwise scheduled:

- a) leave paid by the Employer, annual leave, leave owing to sickness or occupational injury, maternity leave, parental leave, adoption leave and co-parent leave;
- b) suspensions;
- c) imprisonment for acts committed in the performance of their duties, in accordance with the Employer's policies, guidelines and standards, provided that Employees have cooperated with the Employer in their defence and that they have not been guilty of serious misconduct or gross negligence;
- d) union leave in accordance with the provisions of article 8;
- e) compassionate care leave, leave related to critical illness and leave related to death or disappearance.

##### **22.9**

Term Employees shall lose their seniority if they do not work or are not in a situation stipulated in clause 22.8 for at least one (1) day over a period of thirty (30) consecutive days.

Term Employees not scheduled during that period may request an annual leave day to maintain their seniority, provided that they have accrued the necessary credit to do so. This request shall be made no later than one (1) month after said period and shall not be subject to clause 47.17.

#### **22.10**

Seniority for contract Employees ceases to accrue and is maintained during days not worked between two (2) contracts, provided that the Employees were hired for a minimum of thirty-nine (39) weeks in a given year.

#### **22.11**

Term or contract Employees shall lose their seniority and their jobs under the following circumstances:

- a) Dismissal or termination of contract, unless cancelled through the grievance procedure, arbitration procedure, or through any other competent court;
- b) resignation;
- c) retirement;
- d) unauthorized absence without valid reason for over three (3) consecutive scheduled days.

#### **22.12**

Contract or term Employees who obtain a permanent position shall accrue seniority as of the position start date. Days of seniority accrued through previous statuses shall be added, pursuant to these clauses.

## **Article 23 - POSTINGS**

### **23.1 Vacant or newly created positions**

- a) Except for a vacant position that is eliminated, when a position becomes vacant or is newly created, it shall be posted within a maximum period of six (6) months. A position becomes vacant when its incumbent leaves it definitely, no matter the reason.
- b) The position shall be posted electronically on the Employer's job site for a minimum of fourteen (14) days and shall be accessible to Employees. The Employer shall send the text of the posting to the Union electronically no later than the day of posting.
- c) The Employer shall inform the Union that a position has been eliminated within the six (6)-month period mentioned in the first paragraph. Should the Employer be unable to meet this deadline, the Employer shall inform the Union and provide reasons.
- d) The Employer shall complete the selection process and fill the position no later than four (4) months following the closing date of the posting. This period shall be suspended during the periods from June 23 to Labour Day, and from December 15 to January 15.
- e) The Employer shall provide the Union with a list of vacant positions by department, pursuant to article 11.

### **23.2 Notice of vacant position**

The notice of vacant position shall contain, inter alia, the following information, for guidance purposes:

- the sector
- the program (if applicable)
- the workplace
- the job title
- a brief job description
- the salary scale
- the work schedule
- the required qualifications and competencies
- pre-employment screening
- any testing requirements and the nature of the test
- the closing date of the posting

### **23.3 Application**

Employees wishing to apply for a vacant position or new position shall do so within the timeframe stipulated in the posting. If absent, Employees may apply or designate someone to apply on their behalf.

## 23.4

When the Employer wishes to recruit a journalist-anchor or host for a flagship program, the Employer is not required to post the position, and articles 23 and 24 do not apply.

The Union and Employer recognize the following positions to be positions on flagship programs:

- journalist-anchor for national radio morning news;
- journalist-anchor for national radio afternoon news;
- journalist-anchor for Le Téléjournal on weekday evenings;
- journalist-anchor for Le Téléjournal on weekend evenings;
- journalist-anchor for the national TV lunch-hour newscast;
- journalist-anchor for the regional supper-hour newscasts in Quebec City, Moncton and Eastern Quebec;
- journalist-anchor for national TV morning news programs;
- journalist-anchor for the national TV supper-hour newscast in Montreal.

## **Article 24 – RECRUITMENT**

### **24.1**

All Employees who apply for a posted position must meet the posted requirements and shall receive written acknowledgement of receipt within ten (10) days following the closing date of the posting.

The Employer shall inform Employees who do not meet the posted requirements and provide the relevant reasoning.

### **24.2 Selection criteria and stages**

- a) The Employer shall notify the Union upon request of the selection criteria that will be used to evaluate applicants. These criteria must be relevant and related to the nature of the job.
- b) The interview evaluation criteria, weighting and coefficient assigned to each stage of the selection process for a specific position shall be applied consistently for all applicants.
- c) Candidates who meet the posted requirements shall be invited to participate in the following stages:
  1. theory test, if applicable;
  2. practical test, if applicable;
  3. interview.

Each stage must be successfully completed to move on to the next stage. For practical reasons, the Employer may have applicants go through the first two (2) stages at the same time before receiving the theory test results.

In some cases, the Employer may request a demonstration or portfolio.

### **24.3 Feedback**

The Employer shall inform Employees who were unsuccessful at either stage of their application in a timely manner. Upon request, the Employer shall provide reasons for the rejection of their application and test results.

### **24.4 Notice of interview**

The Employer shall provide all candidates selected for interview with at least twenty-four (24) hours' advance notice.

### **24.5 Applicant selection**

- a) When the Employer fills a new or vacant position, it shall hire the applicant who best meets the qualifications and competencies stipulated in the posting.



- b) If the Employer must choose between two (2) equally qualified candidates, it shall give preference to the candidate in the Bargaining Unit, and if there are two (2) candidates in the Unit, to the one having the most seniority.

#### **24.6 Recognition of experience**

Employees who have continuously performed the duties of the position for which they are applying for at least three (3) years, accruing the equivalent of 90% of a full-time position, are deemed qualified for the theory test if they meet the posted requirements. This provision also applies to full-time permanent Employees applying to a position identical to the one they currently hold.

In such cases, these Employees' test scores shall be considered the average of the group that took the same test.

Employees may decide to take the theory test nevertheless, however. In such cases, these Employees shall receive the higher of the scores among the one they obtained, the group average and the passing score.

#### **24.7 Posting outcome**

The Employer shall share the outcome of the posting with the Union.

#### **24.8 Test results**

- a) Test results remain valid for twelve (12) months. Employees who have passed a test may, however, opt to retake it after a six (6)-month period;
- b) Employees who have failed a test cannot apply for a position with the same requirements within six (6) months of the closing date of the posting.

#### **24.9 Storage of results**

The Employer shall ensure that it stores test results for archival purposes for a minimum of one (1) year or longer in the event of a dispute.

#### **24.10 Test topics**

The Employer shall provide the general themes of the tests upon request.

#### **24.11 Tests during working hours**

- a) The Employer shall release Employees from their duties if they must take tests during working hours. No overtime can be claimed if their supervisor deems that that time must be made up.
- b) Full-time Employees who must take tests outside of working hours shall be granted the equivalent time in leave credit.

## **Article 25 - TEMPORARY ASSIGNMENT**

### **25.1**

Employees who are assigned within the Bargaining Unit to a position whose functions are paid at an equal or lower regular salary level shall continue to receive their regular salary for the duration of the assignment.

### **25.2 Temporary assignments, terms and conditions, and bonuses**

Employees who are assigned temporarily to perform the main functions of a better paid classification than their permanent position for over two (2) consecutive hours shall receive, in addition to their regular pay, a set amount according to the following terms and conditions:

- twenty dollars (\$20) for any position in job groups 1 to 14;
- twenty-five dollars (\$25) for any position in job groups 15 to 38.

These set amounts shall not be paid to Employees upgraded temporarily to replace another Employee for breaks and meals.

Employees who are assigned indefinitely to perform the main functions of a better paid classification for at least four (4) weeks shall be remunerated in accordance with the set amount indicated above.

### **25.3**

All Employees assigned or upgraded temporarily for over four (4) weeks shall be remunerated in accordance with the provisions set out in clause 62.5 on general salary provisions.

Employees shall continue to benefit from pay raises and, if applicable, to progress through the steps associated with their basic position during temporary assignments. Compensation shall then be reviewed and adjusted according to the rules mentioned in the previous paragraph.

### **25.4**

Once a permanent Employee has spent thirty (30) continuous months on a temporary assignment or upgrade, this Employee shall be hired to fill this position if it becomes vacant.

When permanent Employees' temporary assignment or upgrade is not related to authorized leave under this Collective Agreement, the Employer shall create a position. This position shall be given to the permanent Employee who has been assigned or upgraded temporarily to it for thirty (30) continuous months.

In such cases, the Employer shall apply the provisions of clause 62.5 on general salary provisions and also take into consideration the experience acquired in the temporary assignment for the Employee's position on the applicable salary scale.

## **25.5**

Contract Employees shall keep their status when they are assigned or upgraded temporarily to a function within the Bargaining Unit.

## **25.6**

The provisions of the collective agreement to which the position is subject shall apply to Employees who are temporarily assigned to a position within another bargaining unit.

That assignment shall not exceed thirty (30) months.

If Employees return to the Bargaining Unit at the end of their assignment or upgrade, they shall return to their basic position and be paid the same salary plus any pay raises granted in the interim. If the position has been eliminated, they shall benefit from all the rights provided for in article 32.

## **25.7**

Employees temporarily assigned or upgraded to a management position for less than (4) weeks shall maintain all the benefits and the salary associated with the position they hold in the Bargaining Unit.

Employees temporarily assigned or upgraded to a management position for four (4) weeks or more shall receive all the benefits and the salary associated with that management position. Such an assignment or upgrade shall not exceed thirty (30) months.

If Employees return to the Bargaining Unit at the end of their assignment or upgrade, they shall return to their basic position and be paid the same salary plus any pay raises granted in the interim. If the position has been eliminated, they shall benefit from all the rights provided for in article 32.

## **25.8**

Employees temporarily assigned pursuant to clauses 25.6 and 25.7 who return to the Bargaining Unit shall not lose any of their seniority rights or benefits provided for under the Collective Agreement and which they would have enjoyed had they remained in the Bargaining Unit.

## **25.9**

Employees are entitled to refuse a temporary assignment or upgrade without this in any way harming them in their position. If the Employer does not find another candidate, however, it may go ahead with the assignment if justified by departmental needs.

## **25.10**

The Employer may assign Employees to the duties of a position in the same or a lower salary group than their current one while maintaining their basic salary.

**25.11**

The Employer shall conduct an interest call for temporary assignments of three (3) months or more in administration and administrative support functions.

## **Article 26 - TRANSFERS**

### **26.1**

The Employer agrees not to transfer Employees without their consent from one city to another within Quebec or Moncton.

### **26.2**

When the Employer transfers Employees from one city to another, it shall cover their moving and resettlement expenses in accordance with the Human Resources policy.

## **Article 27 - PROBATIONARY PERIOD**

### **27.1**

A probationary period of up to one hundred and eighty (180) days worked shall apply to any new Employee. This period may be extended by up to a maximum of one hundred (100) days worked by providing written notice to both the Employee and the Union. The Employer can confirm or terminate employment at any time before the end of the probationary period.

### **27.2**

The Employer shall conduct a performance review with Employees halfway through their probationary period.

Should the probationary period be extended pursuant to clause 27.1, a performance review shall be conducted both at the beginning and halfway through the extension period.

### **27.3**

During the probationary period, termination of employment is not subject to the articles related to disciplinary measures, the grievance procedure or the arbitration procedure, except in cases of discrimination or for Union activities.

### **27.4**

Except in cases of termination for cause, dismissed Employees shall receive two (2) weeks' notice before the termination of their employment or receive remuneration corresponding to their assignment for that period.

## **Article 28 - TRIAL PERIOD**

### **28.1**

Promoted or transferred Employees who upgrade to permanent status following a posting are subject to a trial period of up to one hundred and thirty (130) days worked. This period can be extended by up to a maximum of eighty (80) days worked by providing written notice to the Employee and with the Union's authorization.

### **28.2**

The trial period shall be reduced by the number of days worked during which Employees were temporarily assigned or promoted to this position in the eighteen (18) months immediately preceding the promotion, transfer or upgrade to permanent status.

### **28.3**

The Employer shall conduct a performance review with Employees halfway through their trial period.

Should the trial period be extended pursuant to clause 28.1, a performance review shall be conducted both at the beginning and halfway through the extension period.

### **28.4**

At any time during the trial period, the Employer may return Employees to their former position with the corresponding status and working conditions; Employees may also decide to do so voluntarily.

### **28.5**

When Employees return to their former position or former status, the released position shall be reposted in accordance with the provisions stipulated in the article on postings.

## **Article 29 - TRAINING**

### **29.1 General statement**

The Parties recognize the importance of training and development being offered to Employees in a fair manner and agree to cooperate to achieve this goal. Training provided by the Employer shall reflect the general objectives and strategy of the Corporation, the priorities of each department as well as the performance and development objectives discussed with the Employee.

Training is notably offered with the following goals in mind:

- occupational training and development
- professional development
- academic training
- familiarization

### **29.2 Occupational training and development**

The Employer shall provide adequate training to Employees for them to perform their assigned duties. This training shall be mainly focused on but not limited to acquiring the theoretical and practical knowledge related to the nature of the work and familiarizing Employees with new equipment, new technology or new work methods. It is understood that there shall be no posting for this type of training.

### **29.3 Professional development**

- a) The Employer agrees to promote professional development for its Employees so that they can acquire new skills. To that end, the Employer shall post training opportunities for a minimum of seven (7) days such that they may be consulted by all Employees.
- b) Professional development opportunities shall be determined as part of the annual performance management cycle. The Employer shall take the needs expressed by each Employee into consideration.
- c) Any training provided under this article shall be authorized by the Employee's immediate supervisor and depend on space availability, operational needs and available training budgets.
- d) The Employer shall take the necessary measures to release Employees from their duties when training is provided.

### **29.4 Expression of interest**

All Employees may express in writing their interest in training in functions likely to be provided in the following year to their immediate supervisor.

Employees may also express their interest in this training to the relevant manager.



### **29.5 Academic training**

- a) The Employer may grant leave without pay for academic training. The Employer may also partially or fully reimburse registration and tuition fees for a course that it has approved, provided that this course is related to the type of work carried out by the Employee, in accordance with the Human Resources Policy on Learning & Development and Performance.
- b) In light of departmental and job requirements, the Employer may offer second-language courses to an employee free of charge.
- c) Sabbatical leave shall be granted by means of an annual competition, during which eligible Employees may submit a project to promote their personal and professional development. These projects shall be evaluated by the Labour Relations Committee. Once the project has been evaluated, the Committee shall make its recommendations to the Employer concerning applications for sabbatical leave. Only Employees who have completed seven (7) years of service shall be eligible for such leave. Such leave is without pay.
- d) On their return from study leave, Employees shall return to their former job or functions.
- e) Employees may have entered in their file any documents pertaining to their enhanced knowledge.

### **29.6 Familiarization**

- a) Familiarization training is for situations where Employees already have the qualifications and competencies for their position and do not require instructions to be able to apply their knowledge in a new work environment.
- b) Employees assigned to provide this familiarization training shall receive no additional remuneration. The Employer shall ensure that Employees have the time required to adequately transfer the required knowledge, which may include reducing their workload.

### **29.7 Remuneration for Employees undergoing training**

- a) Occupational training and development normally take place during regular working hours are considered working time.
- b) Employees are paid the salary for their basic position for the entire period, except for the period stipulated in clause 29.6.
- c) When Employees are assigned to training, they waive the provisions of the Collective Agreement related to overtime and allowances.
- d) Training-related travel time is not considered time worked, except for courses provided outside the location of Employees concerned. In such cases, Employees shall receive leave credit equal to their travel time.

- e) Employees undergoing training shall receive leave credit equal to the duration of any training received on a weekly day off. Such leave shall be taken within thirty (30) days of the training or at a time mutually agreed if the Employer cannot grant such leave within those thirty (30) days.

#### **29.8 Remuneration for Employees providing training**

- a) When the Employer asks an Employee to provide training that is normally assigned to another Employee whose duties include such training, the Employer shall release the Employee from his regular duties and pay him a bonus of twenty dollars (\$20) a day. Employees whose duties include training shall not receive such a bonus.
- b) Once training has been completed, an Employee may be accompanied to the workplace by another Employee to receive practical familiarization training in the workplace. In such cases, the provisions stipulated in clause 29.6 apply.

#### **29.9 Labour Relations Committee**

- a) Another part of the mandate of the Labour Relations Committee is to discuss any matters related to Employees' professional training and development at least two (2) times a year, taking account of the specific needs of all the regions.
- b) The Committee shall recommend the most significant training needs and suggest priority areas for maximum participation.
- c) Employees who are refused training may request to be informed of the relevant reasons.
- d) The Committee may also survey Employees for information on their training needs.
- e) The Employer shall give preference to training Employees over selecting an external candidate when filling a new position, new job title or temporary assignment provided that this training allows the candidate to obtain the position according to the criteria stipulated in clause 24.5. This provision applies when operational needs are such that the Employer can delay the candidate's start date.

## **Article 30 – USE OF BOTH OFFICIAL LANGUAGES**

### **30.1 Language competency**

The Employer shall make the necessary provisions for Employees in positions for which the language requirements have changed, in order to acquire the required level of language competency. The Employer may also reassign or transfer Employees to another function that matches their competencies and qualifications but does not have a second-language requirement.

### **30.2 Job protection**

It is understood that no Employees shall be laid off for their inability to learn the other official language when their position has no second-language requirement.

## **Article 31 - PERFORMANCE APPRAISALS**

### **31.1**

The Parties agree that sound management practices involve work being regularly evaluated and Employees' receiving a performance appraisal. The Employer agrees to take the necessary measures to ensure that a consistent procedure is implemented and that all Employees benefit from this process.

### **31.2**

The Parties agree that components of professional and career development shall be integrated into the performance management process.

### **31.3**

A performance review meeting shall be held at least once a year. During these meetings, the supervisor and Employee shall discuss objectives and the results obtained.

### **31.4**

Performance appraisals shall not be used as an item in a file resulting in a disciplinary measure.

### **31.5**

Each Employee's job description shall be used non-exclusively as a basic document to evaluate the Employee's performance.

### **31.6**

The appraisal shall be included in the Employee's file. The Employee shall be informed when this is done and can obtain a copy of the appraisal.

### **31.7**

Employees who are dissatisfied with the outcome of their appraisal may appeal to the signatory supervisor's superior by written notice within ten (10) days of when the acknowledgement of receipt was signed. Such notice shall detail the areas of dissatisfaction. After reviewing the reasons for the Employee's dissatisfaction, the superior shall communicate his decision to the Employee in writing. Employees who are then still dissatisfied with the outcome may go through the grievance process.

## SECTION IX – JOB SECURITY

### Article 32 - ELIMINATION OF POSITION AND LAYOFFS

#### 32.1 Advance notice to the Union

Whenever the Employer eliminates a position resulting in an Employee's redundancy, it shall provide the Union with three (3) calendar weeks' advance notice. No notice of redundancy shall be provided to the Employee before the end of that period.

#### 32.2 Joint committee

The Employer and Union shall establish a Joint Workforce Planning Committee that shall ensure consultation and collaboration between the Parties to attenuate the impacts of planned measures.

The Joint Committee shall meet within the timeframe stipulated in

clause 32.1. To that end, the Employer shall provide the Union with:

- a list of vacant positions in the Unit, by location;
- a list of affected Employees;
- an updated list of Employees, regardless of status, by seniority and by salary level;
- a list of positions held by Employees on probation;
- an updated list of operating units.

The Employer shall inform the Union of all vacant positions to be filled throughout this process.

#### 32.3 Joint Workforce Planning Committee composition

Operational requirements permitting, the Employer shall release up to three (3) Employees designated by the Union from their duties so that they may attend Committee meetings. The timeframes stipulated in article 8 (Union leave) do not apply.

#### 32.4 Order of eliminated positions

The Employer shall proceed according to

the following order:

- a) among Employees on probation, by function and by operating unit, as the case may be;
- b) by reverse order of seniority among permanent Employees, by function and by operating unit, as the case may be.

An operating unit represents the group of Employees under the authority of the first level of the Employer's management hierarchy.

### **32.5 Notice of redundancy**

- a) The Employer shall provide the Employee whose position has been eliminated with the notice of redundancy after the three (3) weeks stipulated in clause 32.1 or earlier, should the Joint Committee agree. The Union shall receive a copy of that letter.
- b) Employees shall provide their curriculum vitae to the Joint Committee within seven (7) days of receiving a redundancy notice so the Committee can evaluate their competencies and experience.

### **32.6 Options**

Employees whose position has been declared redundant shall be assigned a vacant position in accordance with the provisions of clause 32.7 or, failing that, shall choose one of the following options:

- a) bumping another Employee, in accordance with the provisions of clause 32.8;
- b) being placed on a recall list for a permanent position, in accordance with the provisions of clause 32.9;
- c) receiving severance pay in accordance with the provisions of clause 32.10.

Employees who are unable to benefit from the rights stipulated in the first paragraph of clause **32.6** shall inform the Employer of their decision within seventy-two (72) hours of receiving the notice of redundancy. If they do not respond, Employees are considered to have chosen to receive severance pay in accordance with the provisions of clause 32.10.

### **32.7 Assignment to a vacant position**

- a) If there is a vacant position under the same job title at their location, Employees must accept it if they have the required competencies and qualifications. If they refuse that position, they may exercise one of the options stipulated in paragraph b) or c) of clause 32.6.

Failing that, if there is a vacant position under the same job title at another location, Employees with the required competencies and qualifications may select the vacant position or one of the options set out in clause 32.6.

- b) The position posting procedure does not apply.
- c) Employees shall be subject to an introduction and trial period of no more than sixty (60) days worked;
- d) If the trial period is not determinative, Employees have the right to the options stipulated in paragraph b) or c) of clause 32.6.
- e) The Employer may also offer a temporary assignment, if available, to Employees at their location provided that they have the competencies and qualifications required for the position. In such cases, Employees shall receive the salary of the job title held.

- f) If no temporary assignments are available or Employees refuse such an assignment, they must select one of the options set out in paragraph b) or c) of clause 32.6.
- g) If no vacant positions are available pursuant to paragraphs a) and c) of clause 32.7, the Employer shall offer Employees a temporary assignment, if available, at their location before they are laid off, provided that they have the qualifications and competencies required for the position. In such cases, Employees shall receive the salary for the job title held and their redundancy process shall be suspended and resumed at the end of the period required by the temporary need.
- h) Should Employees refuse the temporary assignment, the options set out in clause 32.6 shall apply.

### **32.8 Bumping**

- a) Employees whose positions have been eliminated shall bump the least senior Employee holding their job title at their location, if they have the qualifications and competencies required for the position.
- b) If Employees are unable to bump another Employee at their location, they may bump the least senior Employee holding their job title at another location, if they have the qualifications and competencies required for the position. Should they refuse, the option stipulated in paragraph c) shall apply.
- c) If Employees are unable to bump another Employee holding the same job title, they shall bump the least senior Employee at the same or a lower salary level at their location, if they have the qualifications and competencies required for the position. Should they refuse, the options set out in paragraph b) or c) of clause 32.6 shall apply.
- d) If Employees are unable to bump an Employee at the same or a lower salary level at their location, they may bump the least senior Employee at the same or a lower salary level at another location. Should they refuse, the options set out in paragraph b) or c) of clause 32.6 shall apply.
- e) Employees who bump an Employee holding a position at a lower salary level shall receive the maximum salary within their new job classification if they were receiving the maximum salary within their former job classification. If Employees were not receiving the maximum salary for their job classification, they shall be placed on the salary scale of the new job classification where the salary is equal or, failing that, at the next higher salary. Employees shall move up in their new job classification in accordance with the provisions stipulated in the Collective Agreement.
- f) An introduction and trial period of no more than sixty (60) days may be required. If the trial period is not determinative, Employees have the right to the options stipulated in paragraph b) or c) of clause 32.6.
- g) Employees who bump an Employee in a permanent position at another location have the right to the conditions stipulated in the policies in place for the Corporation.

### 32.9 Recall list for a permanent position

- a) Employees whose position has been eliminated may be placed on a recall list for a period of twelve (12) months from the position elimination date. During that period, Employees who selected this option can work as a term Employee if they express such an intention.

Such Employees shall be placed on a callback list with priority over other term Employees.

Beyond that twelve (12)-month period, Employees may decide to maintain their term Employee status pursuant to the conditions set forth in article 47, but they will no longer be included on the recall list. Employees shall be reinstated on the callback list and maintain their seniority in terms of call order on the counter.

- b) Employees who decide to be placed on a recall list shall receive severance pay as stipulated in clause 32.10.

When Employees who have received severance pay are reinstated within the number of weeks used to calculate the pay, the portion of pay corresponding to the number of weeks not yet lapsed shall be deducted from their pay, in amounts set by mutual agreement by the two (2) Parties, or failing that, in accordance with the following procedure:

- For amounts owed between \$0 and \$2,000: reclamation at a minimum rate of ten percent (10%) of their ordinary net pay on a maximum of fifteen (15) pays beginning on the Employee's next pay.
- For amounts owed between \$2,000 and \$5,000: reclamation at a minimum rate of ten percent (10%) of their ordinary net pay on a maximum of twenty (20) pays beginning on the Employee's next pay.
- For amounts of over \$5,000: reclamation at a minimum rate of ten percent (10%) of their ordinary net pay on a maximum of twenty-five (25) pays beginning on the Employee's next pay.

Written notice shall be sent to Employees informing them of the nature of the payor counter and payment schedule, indicating the number of pays and amount per pay.

- c) When a position becomes vacant at Employees' location, the Employer shall notify Employees at the same or higher salary levels whose names appear on the recall list by telephone or registered mail at their last known telephone number or address.
- d) The Employees concerned shall have five (5) working days to answer the Employer and express their interest in the position. Employees who fail to respond within this timeframe or who refuse a recall to a vacant position with their job title at their location for which they have the required qualifications and competencies shall lose all of their recall rights.



- e) Vacant positions shall be granted to Employees at that location with the most seniority who have declared their interest, who have held a position with the same job title, and then to Employees at the same or a higher level salary level, by seniority. Employees recalled in such a way must have the qualifications and competencies required for the position.
- f) A trial period of no more than sixty (60) days may be required. If the introduction and trial period is not determinative, Employees shall be laid off.
- g) Employees who obtain a position pursuant to the provisions above are required to report for duty no later than fifteen (15) working days after the date of acceptance or on the date agreed upon with the Employer. Failing that, Employees' names shall be removed from the recall list.
- h) Should Employees be laid off more than once, severance pay shall be equal to one week of salary for each half-year or major portion of a half-year of continuous service at CBC/Radio-Canada beginning on the date used to calculate the original severance pay, taking account of the amounts received and due for such Employees.

### **32.10 Severance pay**

Employees who are laid off and who have completed their probationary period shall receive severance pay in the form of a lump sum equal to one (1) week's pay for each six (6)-month period of seniority or major part thereof within the Corporation.

### **32.11 Vacant positions outside the Unit**

Employees whose position has been eliminated can express their interest in a vacant position outside of the Unit in accordance with the provisions of other collective agreements, if applicable, if they have the qualifications and competencies required for the position. Such a matter is not within the jurisdiction of the Joint Committee.

## **Article 33 - TECHNOLOGICAL CHANGES**

**33.1** Technological changes include both:

- a) the Employer's adopting, in its Corporation, activities or undertakings, equipment or materials that are of a different nature or that is operated differently from that used previously;
- b) any changes in the Corporation's operating methods directly related to the adoption of such technologies.

When technological changes produce significant changes to working conditions and work organization for a considerable number of Employees, the Employer shall inform the Union at least one hundred and twenty (120) days before the expected date of such changes.

**33.2** Notice of technological changes

The notice mentioned above shall include the following information:

- a) the nature of the technological change;
- b) the date when the Employer proposes to implement the technological change;
- c) the approximate number and category of Employees affected by the technological change;
- d) the effect that the technological change could have on the working conditions or job security of affected Employees;
- e) the Union may request to hold a Labour Relations Committee meeting when it considers that a situation represents a technological change.

**33.3** Meeting timeframe and options

- a) Following the notice stipulated in clause 33.1, the Parties shall meet within the specified timeframe to discuss the technological change, to minimize its negative effects and to review options that could help Employees affected by this change, such as training, familiarization training, professional development or reassignment.
- b) The purpose of these meetings is also to ensure follow-up on any technological changes and their effects over time.

**33.4**

The Parties shall also review a certain number of alternative solutions that could be offered to the affected Employees, including:

- career transition for Employees;
- reassignment to a vacant position at their own or another location.

No Employees shall be reassigned to a position unless they have the qualifications and competencies required for the position, it being understood that reasonable assistance will be provided.

### **33.5 Joint committee**

To encourage good labour relations between the Parties and to jointly review new challenges created by technological advancements and the resulting work organization, the Parties agree to establish a joint committee with a mandate to, among other things:

- discuss the challenges related to the possible introduction of new equipment that could result in changes in working methods or work organization;
- discuss training or career transition possibilities for Employees affected by these changes, if applicable.

This committee shall comprise three (3) representatives from each of the Parties. Union representatives shall be released without loss of either pay or leave.

The committee shall meet within fifteen (15) days of the request of either Party for a minimum of three (3) times a year.

### **33.6 Advance notice and Employees' choice**

The Employer shall provide Employees affected by a technological change with notice no later than six (6) weeks after the end of the period stipulated in clause 33.1.

### **33.7**

Should Employees' reassignment or relocation be necessary, the provisions of the Collective Agreement on postings do not apply.

### **33.8 Employees made redundant following technological changes**

- a) Employees who are made redundant shall be subject to the provisions of article 32 (Elimination of position and layoffs).
- b) Employees who obtain a position pursuant to article 32 shall maintain their salary and move up within the salary scale of their job classification for twelve (12) months. After that time, the provisions stipulated in clause 32.8 e) apply.

## **Article 34 – JURISDICTION, SUBCONTRACTING AND OUTSOURCING**

### **34.1**

- a) The Collective Agreement applies to Employees assigned abroad as well as Employees in geographic locations throughout Quebec and in Moncton where the Employer has facilities. Employees temporarily assigned outside of these geographic locations shall be regarded as reporting to the office that assigns them.
- b) Employees permanently assigned outside of Quebec and Moncton or hired locally outside of Canada are not subject to this Agreement.
- c) The Employer shall use Employees for projects and programs whose production and planning activities are in the exclusive purview of the Employer, regardless of broadcast platform, and for which the Employer has exclusive control over creative, funding, distribution and property rights.
- d) For external productions with departments, the Employer agrees to promote Employees and all available departments. If needed, producers may use the technical director, among others, to form their production team.
- e) Employees must make up at least seventy-five percent (75%) of production staff assigned to co-productions.

This percentage is calculated based on credits, including only types of employment for the entire production (pre-production, production and post-production) covered by the Collective Agreement. The Employer shall provide the Union with the credits for the program, series or episode upon request.

- f) The Employer agrees to maintain an efficient administrative structure and to use Employees to support all productions.
- g) Employees assigned to co-productions or external productions with departments shall continue to benefit from the rights and privileges stipulated in the Agreement.

### **34.2**

Notwithstanding clauses 5.1 and 34.1, the Employer may use other people in the following situations:

- a) contractors specializing in construction, building management and general maintenance, relocation, development or reprography;
- b) employees of production companies, external firms or freelancers contracted to perform duties normally carried out by Employees, provided that the call list has been exhausted and their services do not result in the downgrading, layoff or termination of any permanent Employees;
- c) people specialized in or authorities in a particular field
- d) any person who occasionally participates as a guest on a program or any type of content;

- e) foreign media journalists in discussions between the Employer and those media;
- f) to maintain existing newsrooms practices, basic information content and audiovisual news material may continue to be (although not exclusively so):
  - acquired through contracts;
  - exchanged with other media;
  - obtained from other sources;
  - obtained from stations affiliated with the Employer, although it may also assign its own resources;
- g) staff assigned to transmitters who are not included in the Bargaining Unit may operate computer equipment used to remotely switch transmitter devices if no members of the Bargaining Unit are available to operate this equipment.

### **34.3**

Subject to clause 34.1, the Employer may:

- order or purchase programs, program segments or other content from an external, Canadian or foreign company or staff;
- pursuant to its commercial practices, sell airtime to a sponsor to broadcast a program purchased or ordered by that sponsor on the national or international market.

### **34.4**

Should the Employer plan to partially or fully dispense with any of the following activities: distribution, transmitters, engineering, building management, relocation, development (cooperative, cafeteria and credit union), short-term agency staff, reprography or information technology, it shall notify the Union at least one hundred and twenty (120) days before the scheduled date to transfer the activities concerned.

### **34.5**

Within that same timeframe, the Employer shall invite the Union to participate in an Ad Hoc Joint Committee composed of three representatives from each Party. The Parties may appoint the resource persons of their choosing.

### **34.6**

The Ad Hoc Joint Committee shall have the following mandates:

- share information on the nature of the activities and the Employer's objectives;
- discuss the reasons justifying partially or fully dispensing with this activity in connection with its mandate;
- estimate the number of Employees that would be affected if the activity were transferred;
- minimize the impacts on affected Employees;
- propose alternative solutions in relation to cost reduction, operational efficiency or work reorganization;
- reduce the number of job losses;
- obtain any other information that the Committee deems necessary.

### **34.7**

The Ad Hoc Joint Committee shall complete its work within ninety (90) days of the date that the Employer put the matter provided for under this article before the Committee.

### **34.8**

Article 32 shall apply should the Employer maintain its decision to fully or partially dispense with any of the activities listed in clause 34.4, despite consulting with the Ad Hoc Joint Committee, should the Employer delegate work that falls under the Bargaining Unit's jurisdiction to an external company, and should this decision result in a layoff. In such cases, the following amendments shall apply:

- a) The Employer agrees to promote the hiring of affected Employees by the new provider of the activity.
- b) All affected Employees who are laid off or terminated shall receive four (4) weeks' written notice or, failing that, four (4) weeks' pay.
- c) Employees who are laid off and who have completed their probationary period shall receive severance pay in the form of a lump sum equal to one (1) week's pay for each four (4)-month period of seniority or major part thereof within the Corporation.
- d) No affected Employees who have completed their trial periods by the date this Collective Agreement is signed shall suffer a pay decrease if their work is outsourced and they are consequently reassigned, bumped or transitioned into a lower salary group.
- e) During the bumping process, affected Employees may choose to request unpaid leave for a maximum of twelve (12) months in order to further their training. The Corporation cannot refuse Employees such a request without just cause. Upon Employees' request, the Corporation shall pay them an advance equal to the severance pay to which they would have been entitled had they decided to terminate their employment.
- f) At the end of the period of unpaid leave, if Employees have maintained their employment status with the Corporation, they shall repay this advance through wage reductions in accordance with the procedure stipulated in clause 32.9 b).
- g) At the end of the period of unpaid leave, affected Employees shall exercise their bumping rights or return to the position obtained through the reassignment or bumping process.

h) Should, at the end of the period of unpaid leave, Employees decide to terminate their employment, the Corporation shall give them the severance pay to which they are entitled. The Corporation shall deduct any advances already paid to Employees from that severance pay.

**34.9**

i) Any particular agreement between the Employer and Employees regarding termination of employment provisions must receive written approval from the Union.

**SECTION X – WORK SYSTEM**

**Article 35 - WORKING TIME**

**35.1** The Employees' work week is defined in article 63.

- a) The Employer shall determine the work week for all new positions created after this Collective Agreement takes effect and shall inform the Union of its decision. These schedules shall be determined from among those set forth in that article.
- b) Schedules are established based on a fourteen (14)-day cycle. The cycle begins at one minute past midnight (00:01 a.m.) on the Monday.

**35.2**

Employees shall submit timecards in accordance with the Employer's instructions.

- a) The Employer may not change employees' timecards without notifying them when the change concerned reduces the pay to which they are entitled.
- b) The Employer shall validate Employees' timecards within the prescribed time for Employees to receive their pay on time.
- c) Employees may request an advance when they are not paid on the agreed date. This advance shall be received along with the delayed payment, upon request, if the delay is not of their making.

**35.3** Minimum work credit

The minimum work credit for full-time Employees corresponds to a normal work day, pursuant to article 63.



## **Article 36 - MEAL PERIODS**

### **36.1**

The Employer shall provide Employees with an unpaid meal period of at least thirty (30) minutes and no more than sixty (60) minutes for any work period over five (5) hours in length. The time the meal period is taken shall be determined by the supervisor, technical director or work team based on operational constraints and the following parameters:

- a) unless Employees agree otherwise, the first meal break shall begin between the end of the second (2nd) hour of work and before the sixth (6th) hour of work;
- b) Employees shall be informed of the scheduled time of their meal break as soon as possible, and the parameters of paragraph a) apply if that time changes.

### **36.2 Second meal**

Employees shall receive a twelve-dollar (\$12) allowance when they take a second meal break of at least thirty (30) minutes or if that meal period is cancelled at the supervisor's request.

### **36.3**

Employees are not entitled to the allowance stipulated in clause 36.2 when a meal is provided or when they are on an out-of-town assignment and receiving a meal allowance.

When no appropriate food services are nearby, the Employer shall provide this meal time without counting a reasonable amount of time to go and come back from the site of the food services.

### **36.4**

When the Employer cannot authorize Employees to take their meal period or must cancel it because of operational constraints, that period shall be paid at the applicable rate.

## **Article 37- DAILY AND WEEKLY TIME OFF**

### **37.1 Daily turnaround periods**

The daily turnaround period is the period of at least eleven (11) hours off between the end of the workday and the beginning of another.

Hours worked as required by the Employer in the intervening eleven (11) hours are paid at one-and-half (1½) times the basic hourly rate except when that schedule was arranged at the request of the Employee.

### **37.2 Weekly days off**

- a) A minimum of four (4) and a maximum of eight (8) days off shall be scheduled for each fourteen (14)-day cycle.
- b) Weekly days off shall include a minimum of two (2) consecutive days, not necessarily in the same week.
- c) Statutory or declared holidays may separate two (2) days off.
- d) Barring an agreement with the Employer, permanent Employees who do not have a fixed schedule or cannot work on rotation because of production needs are entitled to weekly days off that coincide with a Saturday and Sunday at least once a month.
- e) Other than Employees whose position involves a fixed weekend schedule, Employees may request that all their weekly days off coincide with the Saturdays and Sundays of their final year of service before their scheduled retirement date. Employees may benefit from this provision only once.
- f) Employees who would rather take their weekly days off on days other than Saturday or Sunday may indicate as much to the Employer.

### **37.3 Breaks**

Employees working over seven (7) hours a day shall take two (2) fifteen (15)-minute breaks at a time agreed upon with their superior.

If their superior cancels the break, it shall be paid or time in lieu shall be provided at the applicable rate.

The Employer may decide with the Union on any agreements amending the way breaks are taken.

### **37.4 Work performed on a day off**

Any work performed by Employees on a regular schedule on a day off shall be paid at time and a half (1½) their basic salary.

When Employees on a regular schedule work two (2) days or more during their days off, they shall be paid at twice their basic salary for all hours worked beyond the first day.

The provisions of this article do not apply when Employees must interrupt their work day and are away because of illness or for personal reasons. If applicable, Employees shall be paid at the appropriate rate only for the hours of their shift that they worked.

Employees may refuse to work on their days off. If the Employer cannot find an Employee to volunteer to perform the work, it shall assign the qualified Employee with the least seniority.

Any notice cancelling an assignment on a day off or holiday shall be provided before 5 p.m. the day before. Failing such notice, Employees shall be paid for a normal work day at their basic salary.

## Article 38 - WORK SCHEDULE

### 38.1 Schedule posting

The schedule shall be posted **seventeen (17) days** ~~ten (10) calendar days~~ in advance for each fourteen (14)-day cycle for areas that require as much.

The following shall be indicated for each day:

- start time
- number of scheduled regular hours
- length of meal break
- whether this is a day off
- assignment location
- job title
- name of contact person or technical director

If known:

- scheduled overtime
- work on a day off or holiday
- any scheduled absences
- program
- cost centre (if needed)

Being notified of the schedule shall be interpreted as an agreement between the Employer and the Employee, subject to the following provisions.

### 38.2 Regular schedule

- a) Subject to paragraph b), Employees cannot be required to work over seven (7) consecutive days at their regular salary, and the Employer shall grant them their weekly days off. After the seventh (7th) day, Employees are considered to be off work, and the provisions on overtime apply, in accordance with that clause.
- b) Employees may be required to work eight (8) consecutive days at their regular salary only to allow for schedule rotations. The Employer must grant Employees their weekly days off. After the eighth (8th) day, Employees are considered to be off work, and the provisions on overtime apply, in accordance with that clause.
- c) The series of consecutive days may begin in one scheduling cycle and end in the following cycle.
- d) Changes to the regular schedule

The requirements of their position permitting, Employees may reach an agreement with their immediate supervisor to obtain a flexible schedule and modify their start time, meal period and end time provided that they complete their regular work day.

- e) The Employer may agree to a particular schedule upon written agreement with the Union.

### **38.3 Compressed schedule**

#### **A) Compressed four (4)-day schedule**

The Employer may establish a compressed four (4)-day work week based on production needs or upon reviewing a request submitted by an Employee.

#### **B) Compressed three (3)-day schedule**

The Employer may establish a compressed three (3)-day work week based on production needs or upon reviewing a request submitted by an Employee, provided that the following parameters are met:

- When implemented, the compressed schedule shall include the same number of regular hours for each day worked for a given two (2)-week cycle.
- Employees on a compressed three (3)-day work week shall benefit from a minimum of two (2) weekly days off before beginning a new series of three (3) work days.

For administration Employees and those on a forty (40)-hour work week, the Employer may implement such a schedule upon agreement with the Employee concerned.

### **38. 4 Self-assignment**

a) The Employer may reach an agreement with Employees on self-assignment.

b) Self-assigning Employees are Employees who agree to organize their hours, workdays and days off so as to perform their duties as efficiently as possible. This schedule shall be set by the Employer where flexible organization of work hours allows.

c) The following provisions of the Collective Agreement do not apply to self-assigning Employees:

- Meal periods, article 36
- Daily and weekly time off, article 37
- Work schedule, article 38
- Callbacks, article 40
- Night premiums, article 65, unless authorized by the Employer

d) Before entering into self-assignment agreements, the Employer and Employee shall examine the nature of the Employee's assignment, the program objectives, time requirements and the one-day credit allocated for work done on a weekly day off. Work performed on a statutory holiday shall be excluded from this agreement. The agreement shall be reviewed annually.

### **38.5 Scheduling changes**

Schedules can be modified no later than twenty-four (24) hours before the beginning of the work shift, and only in the following cases:

- replacement for sick days/leave;
- special leave;
- emergency or force majeure;
- special, unforeseen events;
- unforeseen production needs at time of posting;
- union leave.

In such cases, the Employer shall leave a phone message for Employees affected by these changes.

If the schedule needs to be changed within the twenty-four (24)-hour timeframe for the reasons listed above, the Employer shall take the necessary measures to ensure that Employees are informed of these changes. In such cases, the hours indicated on the Employee's schedule as well as the hours provided are paid at the applicable rate. In both cases, the number of regular hours indicated on the schedule cannot be decreased.

For assignments requiring out-of-town accommodation, twelve (12) hours' notice shall be provided for scheduling changes.

### **38.6 Rescheduling days off**

Any changes made to weekly days off after the schedule has been posted are subject to approval from the Employees concerned.

### **38.7 Going on leave and start time upon return**

Before going on leave for five (5) days or more, Employees shall be informed of the time they must return to work. The start time upon their return to work may be pushed back, however, but not moved forward.

## **Article 39 - OVERTIME**

### **39.1 Remuneration**

a) Employees\* shall be paid at time and a half (1½) their regular salary or receive compensatory leave calculated in the same way, for each extra hour worked over:

- eight (8) hours a day if they work a regular schedule;
- ten (10) hours a day if they work a compressed four (4)-day week;
- thirteen and one-third (13 ⅓) hours a day if they work a compressed three (3)-day week.

b) Any hours paid as overtime will not be counted for seniority purposes.

c) Any quarter (¼) of an hour worked counts for a quarter (¼) of an hour.

\*Unless replacing an Employee with a compressed

schedule.

### **39.2**

If all Employees qualified to perform duties in addition to their regularly scheduled hours refuse to do so, the Employer shall assign those duties to the Employee with the least seniority who is at work when the identified need must be met. That Employee cannot refuse.

### **39.3**

To be entitled to pay for their overtime hours or compensatory leave, Employees must receive prior authorization for any overtime work.

### **39.4**

Scheduled or unscheduled overtime may be cancelled or reduced for any work day by notifying Employees no later than the end of the fourth (4th) hour of their regular work day. If that timeframe is not respected, the scheduled hours shall be paid at the regular rate.

### **39.5**

The Employer shall refrain from regularly scheduling extra hours.

### **39.6**

Employees and their manager may agree to a buyback plan for scheduled overtime. Once a buyback agreement has been concluded, no other payment of overtime may be approved. The agreement shall, however, be reviewed once a year.

The Employer can also pay overtime in advance based on an estimate of scheduled overtime. If the time actually worked exceeds the payment made, the difference shall be paid to the Employee.

During special events, such as election campaigns and major sporting events, the Employer and Employee may agree to limit the amount of overtime that can be converted into compensatory leave no later than ten (10) working days before the assignment start date. Any such agreement shall be made in writing.

### **39.7 Travel - transmitter inspection or maintenance tours**

Technicians on transmitter inspection or maintenance tours may, at their discretion, work every day until the end of their tour and then be paid, upon their return, for the days off they have accumulated in accordance with article 37. If applicable, however, they shall forgo any premiums or overtime pay that they would have normally acquired as a result of rescheduling their days off.



## **Article 40 - CALLBACKS**

### **40.1 Rescheduling in the workplace**

Callbacks are the hours credited to employees who, after completing their shift and leaving the workplace, are called back to work between shifts. Employees who are called back shall receive pay at one and a half (1 ½) times the basic rate for the time actually worked, with a minimum credit of three (3) hours.

### **40.2**

The provisions respecting callbacks shall not apply to schedule changes or when the Employer requires an Employee to attend a meeting held on a normal day off or after the Employee's shift. In such cases, the provisions respecting overtime shall apply.

### **40.3**

When a callback is cancelled before the Employee has actually reported for work, the Employer shall not pay any premium.

### **40.4**

Employees have the right to refuse a callback. However, if all available Employees who normally perform these duties refuse to work, the Employer shall assign the qualified Employee with the least seniority from among those who normally perform these duties.

### **40.5 Phone call**

Employees who, after completing their work day and before their scheduled start time for the following day, receive a phone call to address an issue related to operations and are asked to work remotely, shall be paid at their basic hourly rate with a minimum of one (1) full hour. Any additional work performed shall be paid at time and a half (1½) their basic hourly salary for each quarter (¼) of an hour worked.

## **Article 41 - REMOTE AVAILABILITY**

### **41.1**

This article does not apply to administration Employees. In some cases, it may apply to any other Employee covered by this Collective Agreement, subject to an agreement between the Union and the Employer.

### **41.2**

The Employer shall select an Employee from those who volunteer to be available remotely to answer calls outside of normal working hours.

### **41.3**

Should no one volunteer, such remote availability shall be assigned in turn within a work team when required.

### **41.4**

When Employees are assigned to remote availability, they must ensure the means of communication provided by the Employer remains operational to ensure that they can be reached at any time during the period of availability.

Employees assigned to remote availability shall answer calls and be able to come into work within one (1) hour's notice.

Article 40 applies to all callbacks.

### **41.5**

Employees who are remotely available shall receive a basic allowance of two dollars (\$2) per hour up to a maximum of two thousand (2,000) hours per year of remote availability.

### **41.6**

Employees may invoke article 42 on compensatory leave by mutual agreement with their supervisor.

### **41.7 Working remotely**

Employees assigned to remote availability who are asked to work remotely shall be paid for one (1) full hour at one and a half ( $1\frac{1}{2}$ ) times their basic rate. Any additional requests to work remotely received during that same one (1)-hour period shall not be additionally compensated.

Employees shall then be paid at time and a half ( $1\frac{1}{2}$ ) their basic hourly rate for each quarter ( $\frac{1}{4}$ ) of an hour worked.

## **Article 42 - COMPENSATORY LEAVE**

### **42.1**

Instead of being paid for overtime or time worked on a holiday or day off, Employees may instead receive compensatory leave credits calculated at the same rate as pay for the hours worked, provided that they indicate their intention in writing, notably on their timecard.

### **42.2**

Employees may request to use their compensatory leave credits in half-days or whole days based on credits accrued at the end of each cycle. Any time remaining shall be paid at the appropriate rate. Leave credits may be accrued in hours or fractions of hours rather than days or half-days.

### **42.3**

Accumulated leave credits shall be limited to a maximum of thirty (30) non-renewable days per fiscal year. Days used throughout the year cannot be replaced. Employees can carry forward a maximum of ten (10) days of accumulated leave credits from one fiscal year to the next.

For term Employees, the fiscal year-end deadline shall be carried forward to September 30 of the same year.

Leave credits in excess of ten (10) days at the end of each fiscal year (or on September 30 for term Employees) shall be paid no later than the second pay following the pay period covering services provided on March 31 (or September 30 for term Employees).

### **42.4**

Employees may take any accumulated compensatory leave at a time set by mutual agreement with the Employer.

### **42.5**

Employees are entitled, at any time in the fiscal year during which they have accumulated the compensatory leave concerned, to request that they be paid in cash at the initial rate the time was acquired.

### **42.6**

Annual leave and the Christmas and New Year's holidays shall take precedence over compensatory leave used in accordance with the provisions of clause 42.3.

### **42.7**

Term Employees may use their compensatory leave before their annual leave.

**42.8**

Leave accumulated in accordance with clause 42.3 shall be granted only if there are no additional costs for the Employer.

**42.9**

In the event of Employees' death, the compensatory leave balance shall be paid to their estate at the rate at which it was originally accumulated.

## SECTION XI – SPECIFIC WORKING CONDITIONS

### Article 43 - SPECIFIC CONDITIONS FOR AMBASSADORS

#### 43.1

The Employer shall provide uniforms that Employees must wear when performing their duties. The Employer shall continue to cover shoe polishing and cleaning costs.

The Employer shall cover shoe costs up to a maximum of one hundred dollars (\$100) every two (2) years.

#### 43.2

The Employer shall make an effort to not assign more than two (2) visits to ambassadors per shift.

#### 43.3

Employees shall receive an additional fifteen (15) minutes per meal when they are required to change clothes, as well as an additional thirty (30) minutes at the beginning of their shift to get ready for their assignment.

#### 43.4

Visits shall be conducted in either of the two (2) official languages in accordance with the visits schedule prepared by the department.

#### 43.5

The Employer shall pay a premium of twelve dollars (\$12) for any assignment of at least four (4) hours leading workshops or labs. Such premiums are in addition to Employees' basic salary.

#### 43.6

The Employer shall hire ambassadors under permanent or term employment status.

#### 43.7

Given the nature of ambassadors' work, clauses 1, 5, 6, 7, 8, 9 (2nd paragraph), 10, 11, 12, 16 and 29 of article 47 shall not apply to term Employees covered by this article.

#### 43.8

No later than seven (7) days before the schedule is posted pursuant to clause 38.1, term Employees holding an ambassador position shall confirm their periods of unavailability for the upcoming schedule.

A calendar of dates for which Employees must indicate their availability shall be provided to the Union at the beginning of each fiscal year.

If the stipulated deadlines are not met, the Employer shall consider term Employees holding an ambassador position to be available full-time with no restrictions or limitations and may assign such Employees accordingly.

#### **43.9**

Based on indicated availability, Employees holding an ambassador position shall be assigned according to call priority status on the counter and based on needs, given their competencies and qualifications.

For each cycle, assignments shall be confirmed when the schedule is posted.

After being notified of the schedule, Employees holding an ambassador position shall have forty-eight (48) hours to extend or change their periods of unavailability. They shall, however, adhere to the assignments allocated when the schedule is posted.

#### **43.10**

Once the schedule has been posted, the Employer shall allocate assignments in accordance with the availabilities indicated by Employees holding an ambassador position.

Employees shall be assigned by job title, according to their call priority status on the counter and based on needs, given their competencies and qualifications.

The Employer shall provide Employees with a given period of time to confirm their ability to carry out short-term assignments according to the following provisions:

- For assignments that must be allocated within twenty-four (24) hours, the Employer shall contact the Employee. If the Employer does not receive a response and cannot leave a voicemail message, it shall contact the next Employee in accordance with clause 47.11. If a message has been left, Employees shall have a maximum of five (5) minutes to confirm their attendance;
- For assignments that must be allocated within twenty-four (24) to forty-eight (48) hours, the same procedure applies. However, Employees must confirm their attendance within a maximum of twenty (20) minutes;
- For assignments that must be allocated within a period of over (48) hours, the same procedure applies. However, Employees shall have until 9 a.m. the following day to confirm their attendance.

Employees who do not respond to a call from the Employer or who do not confirm their attendance within the stipulated timeframes shall be considered to have refused the assignment, despite their indicated availability.

Employees who have not received an assignment by 10 a.m. shall be released from the availability provided to the Employer.

They may, however, be contacted by the Employer to fill a specific need but are not required to be available. In such situations, Employees shall not be considered to have refused to adhere to their availability. No penalties or sanctions can be imposed in such situations.

#### **43.11**

Employees shall be notified of any changes to the actual schedule at least twelve (12) hours before the new scheduled start time, but no later than 2 p.m. the day before. Employees shall be notified of cancelled shifts at least twenty-four (24) hours before the beginning of the cancelled shift. Should such notification not be provided, the hours indicated on the original schedule as well as any additional hours actually worked shall be credited to Employees.

## **Article 44 - SALES REPRESENTATIVES**

### **44.1 Use of personal vehicle**

- a) The vehicles of sales representatives authorized to use their own personal vehicle in the performance of their duties shall meet the following minimum standards:
- any vehicle class;
  - owned or leased with full, new-car warranty;
  - not used in the performance of their duties for more than eighty-four (84) months.
- b) Employees shall take out their own business insurance policy for at least one million dollars (\$1,000,000).
- c) The authorization provided in paragraph a) shall remain valid, provided that such Employees remain sales representatives for a period of at least seven (7) years beginning on the date they purchase a vehicle that meets the standards set out above.

### **44.2 Allowance**

The Employer shall pay sales representatives who meet the above conditions and use their personal vehicle in the performance of their duties:

- a) A monthly allowance of four hundred and seventy-five dollars (\$475) to cover all the costs of using their personal vehicle in the performance of their duties for the Employer.
- b) The monthly allowance shall be paid at the end of the current month and shall not be reduced.
- c) Sales representatives whose vehicle does not meet the minimum standards shall receive, when they use their personal vehicle in the performance of their duties, an allowance in accordance with the Employer's travel policy in addition to reimbursement for toll, ferry and parking expenses.

### **44.3 Absence from work**

When sales representatives receiving an allowance provided for in clause 44.2 are absent from work for over one (1) month, the following conditions apply:

- a) The Employer shall pay the monthly vehicle allowance mentioned above for the first full or partial calendar month of absence.
- b) The Employer shall pay an allowance of one hundred and fifty dollars (\$150) per month for the following calendar months up to one (1) year from the beginning of the absence. This monthly allowance shall be paid at the end of the corresponding month.
- c) When sales representatives are absent from work for a full year, they may choose to have their monthly allowances paid in a lump sum at the beginning of the period of absence. Should such sales representatives return to work before the scheduled return date, the monthly allowances already paid shall be deducted from any eligible payments described above.



- d) When sales representatives cease to be employed during their authorized absence, any allowance paid in the form of a lump sum for the period following the employment end date shall be reimbursed to the Employer.
- e) If sales representatives return to work before the fifteenth (15th) day of the calendar month, the Employer shall pay them the total monthly vehicle allowance stipulated in clause 44.2 b) for the month they return to work.
- f) If sales representatives return to work after the fifteenth (15th) day of the calendar month, the Employer shall pay them an allowance of one hundred and fifty dollars (\$150) for the month they return to work.

#### **44.4**

The Employer shall reimburse taxi and parking expenses incurred by sales representatives during client visits in the performance of their duties.

That reimbursement shall be a maximum of twenty dollars (\$20) for Employees already receiving the monthly allowance set forth in clause 44.2.

## **Article 45 – SPECIFIC CONDITIONS FOR FOREIGN CORRESPONDENTS, PARLIAMENTARY CORRESPONDENTS AND CAMERA OPERATORS ABROAD**

### FOREIGN CORRESPONDENTS

#### **45.1 General provisions**

- a) Before increasing or reducing its staff of foreign correspondents from Canada or to redistribute such assignments, the Employer shall discuss the changes being considered with the Union. Any assignments available abroad shall be posted for seven (7) calendar days.
- b) When the Employer plans to transfer a foreign correspondent, it shall inform the Union of its intentions, in writing, after discussing the transfer with the correspondent concerned. Such notice shall be given at least three (3) months before the effective date of change.
- c) The Employer, when it assigns a new foreign correspondent from Canada, shall advise the Union of its decision at least two (2) weeks before the effective date of the assignment.
- d) The Employer shall send each foreign correspondent notices of management positions to be filled above group 7 and any higher positions in the on-air group.
- e) Before assigning national service journalists temporarily to an area normally covered by foreign correspondents, the Employer shall discuss it with the latter, unless they are not available. The Employer acknowledges that the temporary assignment of national service journalists should not harm the professional interests of foreign correspondents assigned to the area, particularly with regard to contacts and relationships established by the latter. To the extent possible, the national service journalist shall work in tandem with the foreign correspondent in the area.
- f) All foreign correspondents shall be called back to Canada once a year, subject to programming needs. Foreign correspondents working on an urgent or important assignment may not be called back.

The Employer shall plan, on the annual meeting agenda, one (1) day for a general meeting of foreign correspondents, including a session with Union representatives.

#### **45.2**

A temporary foreign correspondent hired for more than one (1) month shall enjoy the same rights and privileges as a regular foreign correspondent in accordance with the pro rata calculation indicated. The Employer shall inform the Union of such temporary hirings.

#### **45.3**

The Employer reserves the right to use freelancers to provide coverage of events abroad, and it agrees to do its best to give preference to Canadians.

#### **45.4 Assignments**

- a) When a foreign correspondent who has been hired and sent from Canada is assigned or transferred to another city or country, the Employer shall specify the duration of the assignment.
- b) The Employer and the foreign correspondent may, by mutual agreement, amend or renew any assignment on its expiry.
- c) The Employer shall give foreign correspondents four (4) months' prior notice of its intention to offer them a renewal of their assignments or to call them back to Canada on expiry of the assignment. Foreign correspondents shall give the same notice of their intentions.
- d) Notwithstanding paragraphs a), b) and c) above, the Employer is entitled to cancel a foreign correspondent's assignment for the following reasons:
  - unsatisfactory performance;
  - changes in news priorities;
  - closing of foreign bureau.

#### **45.5**

- a) Employees assigned as foreign correspondents for at least three (3) years shall be given, on their repatriation, their base salary which shall not be less (plus a contract if they had one) than the salary they would have been paid if they had remained in their former position within the Bargaining Unit.
- b) Employees assigned as foreign correspondents for a period between three (3) and six (6) years shall be given, on their repatriation, their base correspondent salary frozen at the level they had achieved at the end of their assignment. They shall maintain this salary until the salary of their position upon their return reaches the same level.
- c) Employees assigned as foreign correspondents for a continuous or non-continuous period of over six (6) years shall maintain their basic correspondent salary adjusted according to the annual percentage increase.
- d) The position offered at the time of repatriation shall not be subject to the provisions of the Collective Agreement respecting posting.
- e) When an assignment ends and the foreign correspondent is returned to Canada, the Employer shall apply, as necessary, the provisions of section 32 to settle the cases of redundant employees.
- f) The Employer shall make every effort to comply with foreign correspondents' preferences concerning the location where they will work in Canada and the position they will hold.

#### **45.6 Salaries and premiums**

- a) The salary scale appearing in article 63 for group 38 shall apply.
- b) A minimum contract of thirty percent (30%) shall be granted to every foreign correspondent. At the end of one year, the minimum contract shall be thirty-five percent (35%). All foreign correspondents are self-assigning and, for the lack of a definition of the workday or work week, the basic salary scale, to which is added a minimum contract for each correspondent, is designed to compensate them for all professional services and operational requirements of the job. This contract may be negotiated at a higher rate than the minimum to reflect the workload and other conditions. Negotiation shall take place annually or twice a year and shall occur individually between the foreign correspondent and the Employer. It is agreed that these additions shall take effect on April 1 each year or on the foreign correspondent's assignment date.
- c) Depending on their choice and whether it is legally possible to do so, foreign correspondents shall be paid in local currency or in Canadian dollars. In the latter case, their salaries shall be paid into their bank accounts in Canada, in proportions as per their instructions.
- d) There shall be no payroll deductions or premiums without prior notice.

#### **45.7 Foreign service**

Foreign correspondents assigned from Canada shall be paid the same premium as Corporation staff posted outside Canada, in accordance with CBC by-laws.

#### **45.8 Risk premium**

Foreign correspondents assigned to war-risk zones shall receive an additional premium of fifty dollars (\$50) a day.

#### **45.9 Right of refusal**

The Employer shall accept foreign correspondents' refusal to be assigned to a war zone, or a riot or insurrection area. Such refusal without valid grounds, however, may result in a review, following examination, of their assignments as a foreign correspondent, particularly if the zone in question is part of the area they usually cover.

#### **45.10**

The Employer shall keep individual records on all of its correspondents and their personal travel accounts. Any request for refunds concerning travel expenses shall be submitted by the department manager. Foreign correspondents shall have access to their travel records, if the request is made in writing, in order to justify a refund.

#### **45.11**

Management or its authorized representative may authorize correspondents to take a first-class flight when they must go to work on their arrival, at the end of a particularly difficult assignment, or when a flight lasts more than ten (10) hours.

#### **45.12**

If correspondents have been abroad for two (2) years, the Employer shall cover their and their families' travel expenses for returning to Canada on annual leave.

#### **45.13**

The cost of repatriating (if necessary) foreign correspondents and their families shall be covered by the Employer, subject to the conditions established in the CBC Human Resources Policies.

#### **45.14**

Current expenditures shall be maintained at their present level, but it is understood that the Employer may revise its priorities and inform foreign correspondents of expenses that will be allowed in future. Furthermore, it is agreed that, as in the past, any request for an additional premium shall be considered on its merits.

#### **45.15 Benefits**

Calculation of Pension Plan contributions shall be based on the rate the Employer applies to the basic salary.

- a) Foreign correspondents' group life insurance shall be consistent with the level of coverage selected at the time of the application submitted for the new insurance plan, which came into effect on April 1, 1977, and the authorized group life insurance that is related to salary, plus the contract, and it shall be valid in case of death, regardless of the cause or the circumstances. After repatriation to Canada, the group life insurance shall apply only in relation to the basic salary.
- b) The Employer shall take out, for all employees who travel in the performance of their duties, free of charge to them, an insurance policy for accidental death and dismemberment worth twenty-five thousand dollars (\$25,000). Employees assigned to war-risk zones shall automatically have additional coverage of five hundred and seventy-five thousand dollars (\$575,000), for a total of six hundred thousand dollars (\$600,000) in insurance.
- c) Under the terms of the optional twenty-four (24)-hour insurance for accidental death and dismemberment, foreign correspondents may, on April 1 each year, take up to five-hundred thousand dollars (\$500,000) as the face amount. Under this plan, if they are killed accidentally while in a war-risk zone, their beneficiaries shall receive fifty percent (50%) of the face amount.

#### **45.16**

The Employer shall cover any reasonable health and hospital charges incurred by foreign correspondents and their families that exceed what is provided for by foreign plans. It shall pay one hundred percent (100%) of the health and hospital insurance premiums of Employees assigned abroad. The Employer may grant an advance when a medical bill exceeds two hundred dollars (\$200).

#### **45.17 Leave**

- a) Permanent foreign correspondents shall be entitled to four (4) weeks' annual leave. Foreign correspondents who have twenty (20) years' service with CBC/Radio-Canada shall be entitled to five (5) weeks' annual leave; and after twenty-five (25) years' service, they shall have six (6) weeks' annual leave. Depending on departmental requirements, such leave may be taken all at once. Annual leave may not be carried over from one year to the next without management authorization. Credits for annual leave that is unused or cannot be carried over shall be paid in cash each year.
- b) After consultation, foreign correspondents shall be granted one (1) week's uninterrupted leave every quarter, except the quarter when they take their annual leave. It is up to them to plan their schedules and coverage so as to be free. Such leave cannot be carried over or paid in money. If correspondents do not take the leave in the appropriate quarter, they lose it. Furthermore, depending on service requirements, correspondents are granted an additional minimum leave of two (2) consecutive days per calendar month.
- c) All foreign correspondents shall submit a quarterly report by the fifteenth (15th) of the month following the period covered by the report. In this report, they shall indicate the leave they have taken—annual leave, quarterly leave provided for in clause 45.17 b) above, special leave, sick leave—and any other kind of leave.

#### **45.18 Grievance procedure**

- a) The grievance settlement and arbitration procedure provided for in this Collective Agreement shall apply to Employees assigned as foreign correspondents, with the following amendments:

Grievance hearing and arbitration: all meetings called for grievance hearings and arbitration shall take place in Canada.

- b) The Parties shall use all the means at their disposal, including videoconferencing, to avoid having to have the foreign correspondent concerned go to Montreal and shall suspend the prescribed deadlines so that procedures can take place when the correspondent is in Montreal. The Employer shall cover the expenses of a foreign correspondent whose presence is required for arbitration purposes.

#### **45.19**

The following articles shall not apply to foreign correspondents. This list may be amended.

Article 23 - Postings  
Article 24 – Recruitment  
Article 25 – Temporary assignment  
Article 26 – Transfers  
Article 32 – Elimination of position and layoffs (only upon repatriation)  
Article 33 – Technological changes (only upon repatriation)  
Article 35 – Working time  
Article 36 – Meal periods  
Article 37 - Daily and weekly time off  
Article 38 – Work schedule  
Article 39 – Overtime  
Article 40 – Callbacks  
Article 41 – Remote availability  
Article 42 – Compensatory leave  
Article 50 – Statutory holidays  
Article 51 – Annual leave  
Article 53 – Leave for jury duty  
Article 57 – Sick leave and insurance (except in relation to sick leave)  
Article 59 – Dental insurance  
Article 65 – Night premiums  
Article 66 – Shift differential  
Article 70 – Work clothing allowance  
Article 71 – Travel time  
Article 72 – Travel allowance  
Article 73 – Vehicle allowance  
Article 74 – Accommodation allowance

#### PARLIAMENTARY CORRESPONDENTS

##### **45.20**

An appointment or transfer to a parliamentary correspondent position in the Employer's bureau on Parliament Hill in Quebec City shall generally be for three (3) years; the duration may be extended by mutual consent.

At the end of said period, Employees shall be transferred according to the Employer's needs and the Employees' wishes. Failing agreement as to the place of transfer, Employees shall be transferred to the newsroom to which they report. If Employees must be transferred, the Employer shall give them four (4) months' advance notice.

#### CAMERA OPERATORS ASSIGNED ABROAD

##### **45.21**

The Employer shall fulfil its foreign office needs using local employees.

##### **45.22**

When the Employer needs a camera operator to meet its obligations in a foreign office, it may conduct an interest call among Employees covered by the Collective Agreement.

## 45.23

The following conditions shall apply to Employees affected by this assignment:

- Employees shall not be subject to the working conditions under the Collective Agreement for the duration of their assignment and shall continue to accrue seniority.

The Employer and Employees shall negotiate a contract that shall at least include the following provisions when they differ from the Employer's policies:

- conditions and frequency of repatriation;
- quarterly leave;
- life and medical insurance;
- additional remuneration;
- provisions on overtime.

And, if applicable:

- costs for children's education;
- housing allowance;
- risk premium.

Employees assigned as camera operators abroad shall be given their base salary on their repatriation, which shall not be less than the salary they would have been paid if they had remained in their former position within the Bargaining Unit.

Employees assigned as camera operators abroad shall be subject to clause 45.18 in relation to the grievance procedure.



**Article 46 - SPECIFIC CONDITIONS FOR PERMANENT PART-TIME  
EMPLOYEES AND PERMANENT FULL-TIME EMPLOYEES WORKING  
PART-TIME**

**46.1**

Permanent part-time Employees are Employees who hold a position with a basic employment regime that makes up at least fifty percent (50%) of the work for a full-time position under the same job title and whose work days are determined when the position is posted.

The Employer shall inform permanent part-time Employees of any changes to their work days one (1) month in advance.

**46.2**

When operational needs so require, the Parties may agree to create permanent part-time positions with employment regimes that make up less than fifty percent (50%) of equivalent full-time positions.

The Parties may also agree to create part-time positions for which the work days are not determined when the position is posted.

**46.3**

Permanent part-time Employees who do not want to be available to fill their week shall indicate their unavailability at least seven (7) days before schedules are posted.

Permanent part-time Employees may not change their availability once they have been informed that their services are required based on expected needs.

Operational needs permitting, permanent part-time Employees shall have priority over term Employees, provided that no overtime is required and that such Employees have the required competencies and qualifications. When permanent part-time Employees have equivalent competencies and qualifications, seniority shall take precedence.

Permanent part-time Employees may not claim this priority over needs that will already have been filled and allocated to term Employees pursuant to clause 47.7.

**46.4**

Except as expressly authorized, permanent part-time Employees cannot change their indicated availability other than extending it.

**46.5**

Permanent part-time Employees qualify for benefits provided under this Collective Agreement and for staff benefit plans subject to eligibility requirements and applicable laws. Set amounts for life and disability insurance shall be calculated on a pro rata basis of the hours worked, excluding any overtime.

#### **46.6**

Employees entitled to their pay for at least fifteen (15) days during the thirty (30) days preceding the holiday are entitled to a paid statutory holiday for a holiday on which they do not work. Employees entitled to pay for less than fifteen (15) days are not entitled to a paid holiday but shall be paid one twentieth (1/20) of the salary they earned in the thirty (30) days preceding the statutory holiday.

Employees are not entitled to be paid for a statutory holiday if they are absent without authorization that day or if, for a different reason, they are not entitled to their salary for the work week on which the statutory holiday falls.

#### **46.7**

Permanent part-time employees accumulate annual leave credits on a pro rata basis according to the time worked.

#### **46.8**

Permanent part-time Employees with two (2) years' seniority in a permanent part-time position shall have priority in filling a permanent full-time position that has become vacant under the same job title, for the same assignment and in the same location, if they have the required competencies and qualifications. Permanent part-time Employees shall then be subject to a trial period of sixty (60) days worked.

Permanent part-time Employees may exercise this right of priority only once every twelve (12) months.

Permanent part-time Employees may refuse to exercise this right of priority without penalty.

At any time during the trial period, the Employer may return permanent part-time Employees to their former position with the corresponding status and working conditions; Employees may also decide to do so voluntarily. If applicable, the Employer shall proceed with the posting process to fill the position, in accordance with the provisions of article 23.

#### **46.9**

Permanent part-time employees move up the salary scale according to the number of days worked. They shall move up at least one (1) level every two (2) years.

#### **46.10**

Permanent part-time Employees whose positions have been declared redundant shall benefit from the provisions set forth in article 32. They may, however, exercise the bumping rights stipulated in clause 32.8 only to bump other permanent part-time Employees.

#### **46.11**

When permanent part-time Employees must receive severance pay in keeping with article 32, the period of continuous service entitling them to this pay shall be determined according to all the periods of part-time work converted into equivalent full-time work. If need be, the period of continuous part-time service shall be combined with the period of full-time work.

#### **46.12**

The provisions of this article shall not be used to split a need for a permanent full-time position.

The Employer shall not convert an Employee's full-time position into a part-time position.

#### **46.13**

Any conversion of a vacant full-time position into a permanent part-time position shall be discussed by the Labour Relations Committee.

#### **46.14**

- a) The Employer acknowledges that permanent full-time Employees may wish, in certain circumstances, to work part-time. If operational requirements allow, the Employer shall offer such Employees part-time work for up to twelve (12) months.
- b) With the exception of the full-time employees' Pension Plan, all benefits applicable to permanent full-time Employees working part-time shall be calculated on a pro rata basis according to the number of hours worked, excluding overtime. Employees shall continue to accumulate seniority according to the number of hours worked.
- c) Before the end of the twelve (12)-month period, permanent Employees who have invoked the provisions set out in point a) shall decide whether they want to continue working part-time. Should the Employer wish to fill a need for part-time work and operational requirements allow, the Employer may grant them permanent part-time Employee status.
- d) Permanent part-time Employees shall continue to participate in the Pension Plan, if they meet the eligibility criteria.

**Article 47 – SPECIFIC CONDITIONS FOR TERM (OCCASIONAL)  
EMPLOYEES**

**47.1**

The Employer may hire a term Employee to replace an absent Employee in particular circumstances, in emergency situations or to meet sporadic needs.

Should the Employer decide not to fully or partially replace an absent permanent Employee for over six (6) months, the Parties shall discuss the situation in Labour Relations Committee meetings.

The provisions of this article shall not serve as justification for not filling a vacant permanent position.

**47.2**

Term Employees may work full or partial days, or full or partial weeks.

They shall be paid in accordance with the number of hours worked with a minimum credit of four (4) hours per shift.

Term Employees can be assigned for a minimum of four (4) hours only in the following situations:

- to replace Employees who are absent for a medical appointment or an authorized absence of four (4) hours or less;
- to replace an Employee who leaves work throughout the day because of illness, accident or other reasons;
- for training of four (4) hours or less;
- for ambassadors;
- in accordance with the provisions of the Letter of Agreement - Closed Captioners/Re-speakers from Quebec.

Except for ambassadors and closed captioners/re-speakers from Quebec, the provisions on the consequences of not adhering to indicated availabilities shall not apply in cases where an assignment with a minimum credit of four (4) hours or less is refused.

**47.3**

Term Employees are subject to a probationary period as defined in article 27 of the Collective Agreement. Clause 27.4 does not apply to term Employees, however.

Each new job title held by an Employee shall include a trial period of one hundred and thirty (130) days worked, which may be extended by a period of eighty (80) days worked by providing written notice to the Employee and with the Union's authorization. Only the days worked over a period of eighteen (18) months shall be considered for trial period purposes.

#### **47.4**

The Employer shall implement a callback list, by department, by city, by job title and by competency.

These callback lists shall be updated periodically and provided to the Union before the beginning of each new availability period, as stipulated in clause 47.6.

The Employer may allow term Employees to fill a one-time assignment at a station outside of their home city. In such cases, term Employees shall continue to accrue days worked in their home city up to a maximum of thirty (30) days per assignment.

Employees shall be subject to an evaluation period for newly acquired competencies for up to ninety (90) days worked. The Employer may confirm that Employees have successfully completed their competency evaluation at any time. If the Employer is not satisfied with the evaluation, the Employee shall not obtain the competency.

If Employees have not worked for two (2) years in one of the competencies for which they are on a callback list, the Employer may require such Employees to demonstrate this competency before allowing them to replace someone in that job title again.

#### **PLANNING AND AVAILABILITY**

#### **47.5**

To ensure continuity and stability, the Employer shall prioritize, pursuant to the provisions of this article, assigning available term Employees to meet all its needs.

#### **A) Long term**

#### **47.6**

To anticipate the needs provided for in clause 47.1 and allow for appropriate planning of assignments, the Parties shall take the following periods into consideration:

- a) June 15 to September 30 is considered the summer period.
- b) October 1 to January 15 is considered the autumn period.
- c) January 16 to March 31 is considered the winter period.
- d) April 1 to June 14 is considered the spring period.

To allow for assignment planning, term Employees shall be considered to be available full time with no restrictions or limitations.

#### **47.7**

Before the beginning of each period, the Employer shall offer anticipated assignments by job title, according to Employees' call priority status on the counter and based on needs, given their competencies and qualifications.

The Employer shall make an effort to grant longer assignments to available Employees with the highest call priority status on the counter.

#### **47.8**

Employees may accept or refuse the Employer's offer. Once the offer has been made, Employees shall have until 9 a.m. the following day to confirm their decision. If no response is received within that timeframe, Employees shall be considered to have refused the offer.

If an Employee refuses an offer, the Employer shall offer the available assignment based on the criteria stipulated in the first paragraph of clause 47.7.

#### B) Medium term

#### **47.9**

No later than seven (7) days before the schedule is posted pursuant to clause 38.1, term Employees shall confirm their periods of unavailability for the upcoming schedule. Term Employees shall be available every other weekend at all times.

A calendar of dates for which Employees must indicate their availability shall be provided to the Union at the beginning of each fiscal year.

If the stipulated deadlines are not met, the Employer shall consider term Employees to be available full-time with no restrictions or limitations and may assign such Employees accordingly.

#### **47.10**

Based on indicated availability, term Employees shall be assigned by job title, according to call priority status on the counter and based on needs, given their competencies and qualifications.

The Employer shall make an effort to grant longer assignments to available Employees with the highest call priority status on the counter.

For each cycle, assignments shall be confirmed when the schedule is posted.

After being notified of the schedule, Employees shall have forty-eight (48) hours to extend or change their periods of unavailability. Employees shall nevertheless:

- adhere to the assignments allocated when the schedule is posted;
- remain available every other weekend as stipulated in clause 47.9, even if they have not been assigned when the schedule is posted.

## C) Short term

### **47.11**

Once the schedule has been posted, the Employer shall allocate assignments in accordance with the availabilities indicated by term Employees.

Term Employees shall be assigned by job title, according to their call priority status on the counter and based on needs, given their competencies and qualifications.

The Employer shall provide term Employees with a given period of time to confirm their ability to carry out short-term assignments according to the following provisions:

- For assignments that must be allocated within twenty-four (24) hours, the Employer shall contact the Employee. If the Employer does not receive a response and cannot leave a voicemail message, it shall contact the next Employee in accordance with clause 47.11. If a message has been left, Employees shall have a maximum of five (5) minutes to confirm their attendance;
- For assignments that must be allocated within twenty-four (24) to forty-eight (48) hours, the same procedure applies. However, Employees must confirm their attendance within a maximum of twenty (20) minutes;
- For assignments that must be allocated within a period of over (48) hours, the same procedure applies. However, Employees shall have until 9 a.m. the following day to confirm their attendance.

Employees who do not respond to a call from the Employer or who do not confirm their attendance within the stipulated timeframes shall be considered to have refused the assignment, despite their indicated availability.

### **47.12**

Term Employees who have not indicated periods of unavailability and have not been assigned shall be considered available. If they are no longer available, they shall indicate as much no later than 11:59 p.m. the day before the indicated availability. Employees must nevertheless be available every other weekend, as stipulated in clause 47.9.

Term Employees who are no longer available may, however, be contacted by the Employer to fill a specific need but are not required to accept the assignment. If the assignment is refused, term Employees shall not be considered to have refused to adhere to their availability. No penalties or sanctions may be imposed in such situations.

## D) Peak periods

### **47.13**

Notwithstanding the foregoing, term Employees shall express their preferences in terms of availability for the period between December 23 and January 2 no later than November 1.

Employees are required to be available for at least one of the two following holiday periods:

- Christmas: December 23 to 27, inclusively.
- New Year's Day: December 28 to January 2, inclusively.

Should the Employer be unable to grant term Employees their preference because of departmental requirements, they shall allocate assignments using the order determined by the counter.

#### **47.14**

Notwithstanding the foregoing, term Employees shall be available during school break weeks as well as from Holy Thursday to Easter Monday, inclusively.

### **ADHERENCE TO SCHEDULES**

#### **47.15**

Except as expressly authorized, term Employees may not alter their indicated availability other than extending it.

#### **47.16**

Except upon agreement with Employees, assignments cannot be revised other than in unforeseen circumstances that the Employer was unaware of when the previous schedule was posted.

#### **47.17**

Term Employees who would like to request leave shall submit their request to the Employer at least fourteen (14) days before the schedule is posted that covers the period during which leave is being requested.

Annual leave shall be granted based on departmental requirements and Employees' ranking on the counter.

During the summer period stipulated in clause 47.6, term Employees shall submit their annual leave requests no later than April 30.

Upon failure to adhere to their indicated or required availability, term Employees shall be considered to have the least seniority on the callback list when the schedule is posted for the next planning cycle.

Upon two (2) such failures within a calendar year, article 18 shall apply.

### **RIGHTS AND BENEFITS**

#### **47.18**

Term Employees who, during thirteen (13) consecutive weeks, meet one of the following eligibility criteria, shall automatically be enrolled in the group insurance program, subject to eligibility requirements and applicable legislation:



- a) remuneration per two (2) pay periods equal to at least fifty percent (50%) of the position's basic salary;
- b) a minimum of two and a half (2½) days of work per week.

Such Employees shall also be enrolled in dental plan no. 51891, the terms and conditions of which are set forth in article 59, subject to program eligibility requirements and applicable legislation. This plan shall enter into force on January 1, 2019 (until then, the three (3) existing plans shall remain in effect until December 31, 2018).

#### **47.19**

Except for long-term disability insurance, Employees enrolled in the group insurance program shall be entitled to supplementary health insurance and the basic life insurance plan covered by the Employer on a pro rata basis according to the number of hours worked. Employees shall be responsible for covering fifty percent (50%) of the difference in terms of total costs. The salary used for the contribution calculation shall be determined based on the average total earnings of term Employees who worked throughout the year.

Employees who no longer meet the eligibility criteria for thirteen (13) consecutive weeks shall no longer be enrolled in the program. Employees may re-qualify as soon as they meet the above-mentioned criteria for a period of thirteen (13) consecutive weeks following the termination of their enrolment.

#### **47.20**

Term Employees who meet the eligibility criteria set forth in clause 47.18 may choose to enrol in the Pension Plan, provided that they meet the relevant eligibility criteria. Continued enrolment shall be subject to the terms and conditions of the plan.

#### **47.21**

Employees whose status changes from permanent or contract status to term status and who are eligible for benefits shall continue to enjoy those benefits provided that they meet the eligibility criteria set forth in clause 47.18. Employees do not need to re-qualify because of a change in employment status.

#### **47.22**

Term Employees who do not meet the eligibility criteria set out in clause 47.18 shall receive five percent (5%) of their pay in lieu of benefits and shall accumulate sick leave at a rate of one and one-quarter (1¼) days for every twenty (20) days worked. These credits shall accrue to a maximum of five (5) days.

#### **47.23**

Term Employees shall be entitled to weekly days off, pursuant to clause 37.2 as soon as they are scheduled for the equivalent of nine (9) days of work on the posted schedule.

#### **47.24**

Term Employees accumulate annual leave credits paid on a pro rata basis according to time worked. Annual leave is paid at the hourly rate of the function to which Employees are assigned on an ongoing basis or at the hourly rate of the function most frequently occupied in the previous year.

#### **47.25**

Term Employees who have worked for the Corporation for over three (3) years may request leave without pay to the Employer in writing. The Employer shall grant leave without pay, subject to operational requirements. Such leave shall be authorized only for the purposes of a professional development project for term Employees that is related to the function(s) they occupy at the Corporation.

The duration of the leave without pay shall not exceed a period of six (6) months. The Employer may, for exceptional circumstances, authorize an extension of the leave without pay.

Clauses 55.4 and 55.5 apply, as relevant.

#### **47.26**

Term Employees move up the salary scales according to the number of days worked.

#### **47.27**

Notwithstanding the foregoing, term Employees' progression within any salary band to which they are assigned applies at the end of two (2) calendar years of service, at the very least.

#### **47.28**

Term Employees shall accumulate no days of seniority on the counter for overtime or hours worked on a day off.

The total number of hours worked within a cycle shall be divided by the number of regular hours in a work day to determine the number of days of seniority.

Article 63 defines the number of hours corresponding to a work day for each job title.

#### **47.29**

As soon as a term Employee has been assigned full-time for the same specific need for thirty-six (36) continuous months, the Employer shall create a permanent position and offer it first to the Employee.

#### **47.30**

The Employer shall avoid hiring several term Employees in the same function to avoid allocating that function to a single Employee.

#### **47.31**

Term Employees entitled to their pay for at least fifteen (15) days during the thirty (30) days preceding the holiday are entitled to a paid statutory holiday for a holiday on which they do not work. Employees entitled to pay for less than fifteen (15) days are not entitled to a paid holiday but shall be paid one twentieth (1/20) of the salary they earned in the thirty (30) days preceding the statutory holiday.

#### **47.32**

The following articles of the Collective Agreement do not apply to term Employees:

- Article 32 – Elimination of position and layoffs
- Article 33 – Technological changes
- Article 54 – Deferred salary leave
- Article 55 – Leave without pay

#### **47.33**

The Parties shall meet after this Collective Agreement has been signed to establish a process for integrating callback lists.

#### **47.34**

For a period of one (1) year after this Collective Agreement has been signed, the Parties shall meet every three (3) months to perform a review and make recommendations to optimize these provisions.

## **Article 48 – SPECIFIC CONDITIONS FOR CONTRACT EMPLOYEES**

### **48.1**

The Employees covered by this article are hired in the following functions or in functions that include the following activities:

- Announcer
- Host
- Columnist
- Broadcaster-Researcher
- Traffic Reporter
- Commentator-Interviewer
- Web Editor
- Meteorologist
- Researcher
- Sportswriter
- Digital Archive Editor

The Parties agree that the total payroll of these contract Employees shall not represent more than twenty percent (20%) of the payroll of permanent Employees covered by the Bargaining Unit.

Payroll: For the purposes of this article, payroll refers to the annual basic salary actually earned per calendar year.

It is understood that upon the creation of any new job description, the functions and percentage provided for under this article are subject to revision, with the mutual agreement of the Parties.

Permanent Employees may occupy the contract positions listed above and are not covered by this article.

### **48.2**

The preceding provisions do not have the effect of limiting the Employer's ability to call upon and hire the individuals referred to in clause 34.2 on a contractual basis.

### **48.3**

a) In addition to the Employees referred to in clause 48.1, the Employer may also hire individuals on a contractual basis for all types of employment, to carry out experimental projects and for temporary work. The Parties agree that the total payroll of these contract Employees shall not represent more than five percent (5%) of the payroll of permanent Employees covered by the Bargaining Unit.

b) To fill these contract positions, the Employer agrees to conduct an initial interest call among Employees to enable them to apply to the manager in charge of the project.

- c) If the Employee fails to demonstrate that he has the expertise, knowledge or experience required to meet these needs, the Employer may then hire an individual on contract in accordance with the application of this paragraph.
- d) At the Union's request, but no more than once per year, the Employer shall hold a meeting with a representative designated by the Union to discuss ongoing experimental contracts and may discuss any associated issues, if applicable.
- e) If, as part of an experimental project, a contract Employee subject to this article performed thirty-six (36) months of continuous service in the same position, the Employer may, upon agreement with the Union, create and post a permanent position or confirm the contract status. In this case, the contract position is included in the calculation of the staff referred to in clause 48.1. However, when the experimental project includes an Employee who carries out journalistic functions, after thirty-six (36) months, the position shall be posted by the Employer.
- f) In the event that the twenty percent (20%) has been exceeded in the past calendar year, the Employer shall create permanent positions and post them in accordance with article 23 or terminate contracts to achieve the aforementioned percentage.

#### **48.4**

The contract shall be for a specific term and shall be negotiated between the Employer and each Employee. Employees shall have a period of forty-eight (48) hours, excluding weekly days off and statutory holidays, to accept the Employer's offer.

#### **48.5**

- a) Contracts shall be negotiated by assignment or for variable periods from thirteen (13) to fifty-two (52) weeks. The Employer shall not use successive short-term contracts to avoid making annual contracts.
- b) The Employer may also make contracts for a period of less than thirteen (13) weeks in cases of replacement, specific short-term assignments to a program, work overload or extension of a contract.

#### **48.6**

Compensation may not be lower than the basic rate provided for in this Agreement. Employees may negotiate higher compensation or more favourable working conditions than those provided for in this Agreement.

#### **48.7**

A contract shall come into effect on the date of signing or the date agreed to by the Employer and the Employee. The Employer shall send the Union a copy of hiring contracts within ten (10) days of their signing.

- a) Hiring contracts shall include the name of the Employee, the Employee's personal address, the employment start and end dates, the program(s)

for which the Employee is hired, and the compensation, including the number of additional leave days.

b) Hiring contracts shall include the details of the compensation negotiated under clause 48.6 and further conditions, if applicable.

#### **48.8**

For its term, the contract may be terminated on the mutual agreement of the Employer and the Employee.

#### **48.9**

The Employer may terminate the contract by giving advance notice or compensation equal to:

- two (2) weeks for a contract of thirteen (13) weeks or less;
- four (4) weeks for a contract of over thirteen (13) weeks;
- or, failing that, by paying an amount equal to the share of compensation accounted for by the said advance notice.

However, the Employer may terminate a contract without advance notice or compensation for disciplinary reasons.

#### **48.10**

When the Employer decides not to renew, on its expiry, the contract of an Employee having completed less than three (3) years' continuous service, it is not obliged to provide reasons.

#### **48.11**

When the Employer decides not to renew the contract of an Employee covered by clause 48.1 and having completed three (3) years of continuous service, it shall provide the Employee with the grounds for non-renewal. These grounds are:

- a) the end of the program to which the Employee is bound by contract;
- b) changes in the objectives and production methods of the program to which the Employee is bound by contract;
- c) recruitment of someone from within or outside the Corporation who is better qualified for the position or has greater potential to cope with market changes or competition;
- d) reduction of the number of Employees for a function;
- e) reduction of the budget for a program to which the Employee is bound by contract;
- f) any technological changes affecting the Employee's function;
- g) failure by the Employee to fulfil all or part of the contract;

- h) breach of the Employer's by-laws and regulations or its policies;
- i) occurrence of conflict of interest involving the Employee;
- j) the Employee's professional performance or performance in relation to the program's objectives or the functioning of production crews;
- k) to achieve the percentage indicated in clause 48.1.

In grievances concerning the non-renewal of a contract, the burden of proof is on the Employer.

#### **48.12**

When the Employer decides not to renew the contract of an Employee who has completed at least one (1) year of continuous service, it shall give the Employee four (4) weeks' advance notice or, failing that, equivalent compensation. In addition, the Employer shall pay a lump sum equal to one (1) week's work for each twenty-six (26)-week period of continuous service, at the basic rate mentioned in this Collective Agreement.

#### **48.13**

When the contract of a contract Employee having completed three (3) years of continuous service is not renewed for one of the reasons provided for in paragraphs a), b), c), d), e) or f) of clause 48.11, the Employer shall try to offer the Employee another contract before seeking someone from outside, for a period of twelve (12) months following expiry of the unrenewed contract. This exercise will take place by department, by location, and by position title.

#### **48.14**

When the contract of a research Employee having completed five (5) years of continuous service is not renewed for one of the reasons provided for in paragraphs a), b), c), d), e) or f) of clause 48.11 and the Employee has maintained satisfactory performance during the three (3) previous contracts with the Employer, the Employee may request to be placed on a recall list for a period of twelve (12) months from the expiry of his contract. In this case, the following process applies:

- a) When a vacant contract need of the same nature must be filled within the period provided for in the previous paragraph, the research Employee on the recall list who has completed the most continuous service shall be recalled if that Employee has the necessary qualifications and competencies to meet the needs of the assignment to be filled.
- b) This exercise will take place by department and by location.
- c) When a contract need becomes available, the Employer shall inform the research Employee covered by paragraph a) at his most recent telephone number on file. The Employee has two (2) business days to respond to the Employer and express interest in the contract.

- d) If the research Employee fails to respond within that time or declines the contract offered, he is considered to have waived the right to be recalled.
- e) A research Employee who chooses to be placed on the recall list is entitled to the benefits provided for in clause 48.12 only if the Employee is not recalled for a different contract of more than thirteen (13) weeks during this period of if the Employee declines the contract offered.

#### **48.15 Continuous service**

- a) Continuous service shall apply for purposes of accessibility to sick leave, annual leave, parental leave, sabbatical leave, and notices and compensation when contracts are not renewed.
- b) The expression "continuous service" means the hiring year after year for at least thirty-nine (39) weeks per year. The length of this continuous service, however, corresponds to the total terms of the various contracts.

#### **48.16 Statutory holidays**

Contract employees entitled to their pay for at least fifteen (15) days during the thirty (30) days preceding the holiday are entitled to a paid statutory holiday for a holiday on which they do not work. Employees entitled to pay for less than fifteen (15) days are not entitled to a paid holiday but shall be paid one twentieth (1/20) of the salary they earned in the thirty (30) days preceding the statutory holiday.

Employees are not entitled to be paid for a statutory holiday if they are absent without authorization that day or if, for a different reason, they are not entitled to their salary for the work week on which the statutory holiday falls.

#### **48.17 Benefits**

- a) Employees shall receive an increase of twelve and a half percent (12.5%) of their salary up to a maximum of \$8,000 in lieu of benefits.
- b) Employees shall participate in the Employer's benefits plans in accordance with the terms and conditions thereof. Costs shall be borne by the Employees.
- c) When Employees participate in the plan, the Employer shall deduct their contributions to the Corporation's group RRSP, as well as the mandatory and optional insurance premiums, from their salaries.

#### **48.18**

If a contract Employee meets the Pension Plan's eligibility criteria and decides to enrol, the compensation paid in lieu of benefits under clause 48.17a) shall cease. The contract Employee shall have access to the benefits plan in keeping with the established conditions, and the costs shall be borne by the Employer.



#### **48.19**

Long-term disability insurance and optional insurance premiums shall be paid for by the Employee.

#### **48.20**

When the Employer is seeking a candidate to fill one of the positions listed in clause 48.1 for a period of thirteen (13) weeks or more, it shall give prior notice to Employees by means of a posting. The notice shall be posted for seven (7) business days and shall include the location, the media line, and the function.

The Employer shall send the Union a copy of the notice at the same time as it sends this notice for posting.

#### **48.21**

The following articles of the Collective Agreement do not apply to contract Employees:

- Article 32 – Elimination of position and layoffs
- Article 33 – Technological changes
- Article 37 – Daily and weekly breaks
- Article 38 – Work schedule (except for the open schedule)
- Article 40 – Callbacks
- Article 41 – Availability
- Article 54 – Deferred salary leave
- Article 55 – Leave without pay

#### **48.22**

An individual contract is a one-time hiring contract for a program or program series, and only articles 7 and 61 shall apply to it. It shall be used for people hired to host quiz, variety, gala and comedy programs in areas other than information.

## **Article 49 – SPECIFIC CONDITIONS FOR JOURNALIST STAFF**

### **49.1**

The Parties recognize that CBC/Radio-Canada's journalistic content, regardless of the production sector in which it appears, is subject to the *Journalistic Standards and Practices*.

The Parties recognize that information must be factually accurate and of such nature as not to mislead the public and that it must be complete and exact; that is, not only does it have to be factually accurate, but it also has to include as much as possible all the elements essential to understanding the facts.

### **49.2**

In order to fulfil the mandate given to the Employer by Parliament by the *Broadcasting Act* and the statutes arising from it, the Parties recognize that the professional obligations of the Employer and of its Employees are first toward the public, which is entitled to information that is impartial, complete, factual and balanced, in accordance with the provisions of clause 49.1.

### **49.3**

Taking into account clause 49.1 and subject to clause 6.1, all Employees, in the performance of their duties, shall adhere to the Employer's guidelines, especially those contained in the *Journalistic Standards and Practices*. The Employer shall ensure that all new Employees subject to these guidelines receive the information upon being hired.

All staff concerned are deemed to be familiar with and to apply the *Journalistic Standards and Practices* in force at CBC/Radio-Canada, as occasionally amended.

Once per year, all Employees covered by clause 49.2 must read and accept the *Journalistic Standards and Practices*.

The external activities of journalist staff must not violate the Code of Conduct, the Conflict of Interest policy, ethical considerations and the *Journalistic Standards and Practices*, as occasionally amended, to the extent that they apply to the Employee.

### **49.4**

Reports are the result of collaborative efforts drawing on the expertise of each team member. Should a conflict disrupt this collaboration, the manager or the manager's delegate shall decide on whether:

- a) The Employee performed his duties in accordance with the Employer's policies, guidelines and standards.
- b) In case of doubt and as far as possible, the Employee has obtained the advice of the Employer's experts in the matter and has acted in accordance with same.

- c) Any letter, release or clarification challenging the facts presented in a report or text must be brought to the attention of either the Employer or the Employee. In all cases, the Employer shall respond, after checking all the facts with the Employee concerned.

#### **49.5**

The Employer acknowledges the right of any employee or group of Employees to challenge the application of its policies and guidelines in accordance with articles 19 and 20.

#### **49.6**

No penalty may result from the application of the *Journalistic Standards and Practices* until such time as the Employee has been notified of such policy or modification of policy.

#### **49.7**

The Employer shall endeavour to ensure the continuity of a journalist's assignment to cover an event.

#### **49.8**

In accordance with its programming practices and policies, the Employer shall continue to encourage its employees to submit projects for in-depth special reports on topics they are usually required to cover.

#### **49.9**

In the event of legal action being taken against an Employee following the broadcast of a report or news item made by said Employee, the Employer shall defend the Employee and pay any professional fees incurred in accordance with clause 49.10, provided that:

- a) The Employee performed his duties in accordance with the Employer's policies, guidelines and standards;
- b) In case of doubt and to the extent possible, the Employee has obtained the advice of the Employer's experts in the matter and has acted in accordance with same;
- c) Any letter, release or clarification challenging the facts presented in a report or text must be brought to the attention of either the Employer or the Employee. In all cases, the Employer shall respond, after checking all the facts with the Employee concerned.

#### **49.10**

In civil matters where Employees have cooperated with the Employer in their defence and proof does not reveal any facts contrary to the conditions listed in clause 49.9a), the Employer shall indemnify the Employee against any judgment rendered.

#### **49.11**

Employees called to testify before any legal or quasi-legal authority concerning facts they were required to cover in the performance of their duties are entitled to legal assistance from the Employer.

#### **49.12**

In all cases listed in clauses 49.9 and 49.11, the Employer shall consider the Employee's suggested choice of lawyer.

#### **49.13**

Except where so ordered by a court, the Employer agrees to provide to third parties nothing more than the news items already broadcast.

#### **49.14**

The Employer agrees to challenge before the courts all court orders relative to news items other than those broadcast, when in the opinion of its legal counsel the aforementioned ordinance is judged not well-founded in law.

#### **49.15**

When in accordance with clause 49.13 the Employer provides third parties with news items, broadcast or not, it will immediately inform the Employees concerned or, in their absence, their Union representative.

#### **49.16 Awards**

The Employer may, at its discretion, enter news reports by its Employees in appropriate competitions, and in the event that an award is granted for the excellence of the work by one or more members of a team, the Employer shall give them the award. The Employer shall also allow such Employees, when appropriate, to go and accept the award in question.

With the Employer's authorization, Employees may submit news reports on which they worked to competitions targeting individuals rather than organizations.

#### **49.17 Credits**

All Employees shall be eligible for inclusion in credits in accordance with the Employer's policies. They may, however, request in writing that they be excluded.

#### **49.18**

The Employer shall make documentation services meeting production needs available to its Employees.

## SECTION XII – LEAVE/BENEFITS

### Article 50 – STATUTORY HOLIDAYS

#### 50.1

The following days are recognized as statutory holidays and shall be paid at the basic rate:

- New Year's Day
- Family Day (in New Brunswick)
- Good Friday
- Easter Monday
- Victoria Day (National Patriots' Day in Quebec)
- Quebec National Holiday (in Quebec)
- Canada Day
- New Brunswick Day (first Monday in August, in New Brunswick)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

#### 50.2

This also applies to any other day officially proclaimed as a statutory holiday by the federal, provincial or municipal authorities in the area in which the place of employment is located. When a holiday is proclaimed by these authorities owing to the fact that one of the above-mentioned statutory holidays falls on a Saturday or Sunday, it is agreed that only one of these days shall be deemed to be a holiday. If December 27 is proclaimed a holiday instead of December 26, one of the two (2) days, at the discretion of the Employer, shall count as a holiday. The Employer shall advise Employees two (2) weeks in advance of which days it recognizes as holidays.

#### 50.3

The Union may ask the Employer, by April 1 each year, to replace the statutory holiday given for Remembrance Day with a day off on January 2. The Employer reserves the right to refuse this request.

#### 50.4

Employees covered by this Agreement shall be granted any other statutory holiday declared by the Employer.

#### 50.5

If federal, provincial or municipal authorities do not proclaim them as statutory holidays, the Employer shall declare the following as holidays:

- December 31, if New Year's Day falls on Tuesday
- January 2, if New Year's Day falls on Thursday.

## **50.6**

Employees entitled to their pay for at least fifteen (15) days during the thirty (30) days preceding the statutory holiday are entitled to a paid holiday for a holiday on which they do not work. Employees entitled to pay for less than fifteen (15) days are not entitled to a paid holiday but shall be paid one twentieth (1/20) of the salary they earned in the thirty (30) days preceding the statutory holiday.

Employees are not entitled to be paid for a statutory holiday if they are absent without authorization that day or if, for a different reason, they are not entitled to their salary for the work week on which the statutory holiday falls.

Salary shall not be deducted for a holiday falling during a period of absence without pay for Union duties covered under article 8.

## **50.7**

When a statutory holiday provided under clause 50.1 coincides with the Employee's day off, the Employee's day off shall be moved on a date set by mutual agreement between the Employee and the Employer, when the Employee shall be paid as if for a regular day of work at the basic rate.

## **50.8**

Work performed on a statutory holiday shall be paid at one and a half (1½) times the Employee's basic rate for all the hours worked. The minimum payment is calculated based on the length of a regular day associated with the job title, when the holiday falls during the Employee's regular work week. Beyond twelve (12) hours worked, the work performed is paid at double the basic hourly rate, except for Employees who work a compressed schedule of over twelve (12) hours.

## **50.9**

An assignment that begins the day before a statutory holiday and that extends to the holiday is not deemed to coincide with the holiday, whereas an assignment that begins on a statutory holiday and extends to the following day is deemed to fall on the holiday.

## **50.10**

When an Employee must leave work because of illness or personal matters, the Employee shall be paid at the appropriate rate only for the hours he or she worked.

## **50.11**

By November 1 at the latest, Employees must notify the Employer of their preferences for time off during the Holiday period (December 23 to January 2).

In each establishment and department, preference is granted by status, seniority, in each position and based on the duties regularly assigned.

**50.12**

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

**50.13**

The distribution of Christmas and New Year's vacation takes precedence over the distribution of the annual leave the Employee requested and that the Employer granted outside of the period provided for annual leave.

## **Article 51 – ANNUAL LEAVE**

### **51.1**

Annual leave with pay shall be granted to Employees at the rate of one and one quarter (1¼) days for each completed calendar month of service up to a maximum of fifteen (15) working days:

- a) Employees who have completed eight (8) years of service shall be granted twenty (20) working days of annual leave.
- b) Employees who have completed eighteen (18) years of service shall be granted twenty-five (25) working days of annual leave.
- c) Employees who have completed twenty-five (25) years of service shall be granted thirty (30) working days of annual leave.

### **51.2**

Leave accumulated during a fiscal year shall be taken in the following fiscal year. Employees may take their leave as they accumulate it.

### **51.3**

With prior authorization from the Employer, Employees may request in writing to carry forward up to half of their annual leave accumulated in the current year to the following year.

### **51.4**

The Employer must obtain the Employee's consent if it wants to modify the hours assigned the day before the Employee's annual leave.

### **51.5**

Employees shall accumulate annual leave credits in proportion to the number of completed calendar months of service in a fiscal year. However, an Employee who is entitled to salary for at least ten (10) working days in a calendar month shall be entitled to a full credit.

### **51.6**

Statutory holidays that coincide with an Employee's annual leave are credited to the Employee and may be added to the annual leave.

### **51.7**

Pay during annual leave for permanent Employees is calculated based on their annual basic salary.



Term Employees accrue annual leave on a pro rata basis, according to the number of days worked. Their annual leave is paid at the hourly rate of the function to which they are continuously assigned or, if they do not have a continuous assignment, at the hourly rate of the function they most frequently occupied the previous year.

#### **51.8**

The Employer shall establish annual leave based on operational requirements per function within the same department according to seniority.

Permanent Employees must indicate their preferences before April 1 or they will lose their priority granted by their seniority. The Employer shall post the vacation schedule before May 1.

The conditions that apply to term Employees are set forth in article 47.

To promote access to annual leave during the peak period for the largest number of Employees, between the last week of June and Labour Day, basic annual leave shall be granted to Employees in a first round, self-funded annual leave shall be assigned in a second round, and compensatory leave shall be assigned in a third round.

#### **51.9**

Employees who are denied their choice of annual leave as a result of seniority may obtain other dates set by mutual agreement prior to the vacation schedule being posted.

#### **51.10**

The Employer shall make every effort to ensure that the beginning and end of the annual leave shall end with the weekly days off when the vacation period is at least one (1) week.

#### **51.11**

With regard to the cancellation of vacations because of illness, hospitalization or accident, and their subsequent postponement:

- a) When an Employee receives short-term disability benefits for five (5) full days of work immediately preceding the start of scheduled annual leave, that vacation period shall be postponed to a later date, provided that the short-term disability benefits are approved during this period.
- b) Should Employees' annual leave be interrupted during a period of at least five (5) consecutive days because of an illness or injury that disables them, or for a shorter period if they are hospitalized, the days of annual leave they miss shall be taken from their sick leave credits, provided that they submit medical proof.

### **51.12**

If a situation set out in clauses 52.1a) or b) occurs during annual leave, the Employee shall be entitled to that leave.

On mutual agreement by the Employer and the Employee, days of annual leave thus missed may be added to the end of the period of leave agreed to or postponed until later.

### **51.13**

When Employees leave their jobs, they shall receive a cash payment equal to the salary corresponding to the annual leave credits they retain.

### **51.14 Self-funded annual leave**

A full-time permanent Employee may purchase five (5) or ten (10) days of annual leave.

A part-time permanent Employee may purchase days of annual leave on a pro rata basis.

The purchase of self-funded annual leave is subject to the program already in place.

### **51.15**

A term Employee who occupies a full-time position for a period of at least one (1) year may purchase five (5) or ten (10) days of annual leave.

## Article 52 – SPECIAL LEAVE

### 52.1

Special leave with pay shall be granted to Employees for the following reasons:

#### Death

a) Death of the Employee's spouse or child or spouse's child

For the death of the Employee's spouse or child or a spouse's child, the Employee is entitled to special leave of five (5) consecutive days following the day of the death, excluding weekly days off or other types of leave provided for in this Agreement.

b) Death of parents and immediate family members

For the death of a father, mother, parents-in-law, step-father, step-mother, a brother, a sister or any relation who is a permanent member of the household of an Employee or with whom an Employee lives, the Employee is entitled to leave of three (3) consecutive days following the day of the death, excluding weekly days off or other types of leave provided for in this Agreement.

c) Death of other family members

For the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother or grandfather, the Employee is entitled to leave of one (1) day to attend the funeral.

If the funeral is held more than two hundred and fifty (250) km away, at least one (1) additional day is granted.

With the Employer's approval, the Employee may defer part or all of these leave days if the circumstances require.

#### Marriage

For his or her own marriage, an Employee is entitled to leave of five (5) regular work days. These five (5) days are consecutive and include the day of marriage, excluding weekly days off or other types of leave provided for in this Agreement.

Employees who wish to attend the marriage of a brother, sister or spouse's sibling, or to act as an officiant or witness in a marriage, must submit a request in writing to their immediate supervisor prior to the schedule being posted so that their weekly days off coincide with the date of the marriage, if departmental requirements so allow.

#### Moving

Employees are entitled to one (1) day of leave on the day that they move.

### Divorce

For their divorce, Employees are entitled to one (1) day of leave to appear in court.

### Swearing in

Employees are entitled to one (1) day of leave to attend the swearing-in ceremony for their Canadian citizenship.

### Leave for unforeseen events and emergencies

The Employer may grant an Employee one (1) special leave to deal with certain family events or unforeseen situations that affect them or their immediate family, particularly the illness of a family member.

Upon the Employee's request, the Employer shall provide reasons when it denies special leave.

### **52.2** Absence without pay

For the death of a spouse's grandmother or grandfather, the Employee is entitled to leave to attend the funeral. Employees must use their banked compensatory leave to maintain their pay, and if they do not have banked compensatory leave, they may use an annual leave day or obtain an absence without pay.

### **52.3** Definition of spouse

Individuals:

- a) who are bound by marriage or civil union and who live together
- b) who cohabit and are parents to the same child
- c) who have cohabited for at least one (1) year.

## **Article 53 – LEAVE FOR JURY DUTY**

### **53.1**

Employees required to serve as a juror shall receive from the Employer an amount equal to the difference between their basic salary and the compensation paid by the court. Employees required to serve as a witness shall receive their basic salary. In both cases, the compensation is payable upon the submission of evidence of such service.

## **Article 54 – DEFERRED SALARY LEAVE**

### **54.1**

The Self-Funded Leave Plan (SFLP) is intended to enable Employees to finance a future leave of absence for educational, recreational or other purposes.

### **54.2**

To be eligible, the Employee must have completed a minimum of two (2) years of service as a permanent Employee effective January 1 of the first year of participation in the plan.

### **54.3**

Under the SFLP, Employees may defer receiving a portion of their gross bi-weekly salary for a minimum of two (2) years and a maximum of five (5) years. This portion is then paid during the leave of absence. The main advantage to Employees who participate in the SFLP is that the deferred portion of their salary is not taxable until it is paid to the Employee.

### **54.4**

As with any other government-regulated plan, rules exist regarding participation, deferral of salary and the leave of absence. Only those Employees whose applications have been approved by the Employer can participate in the SFLP. Any investment income earned on the deferred portion of the salary must be paid to the participant each year as taxable income. The date of the leave of absence must be selected in advance and must be for a minimum of six (6) consecutive months to a maximum of twelve (12) months. In accordance with the *Income Tax Regulations*, the Employee must return to work for the Employer following the leave for a period at least equal to the duration of the leave taken.

### **54.5**

Applications to participate in the plan must be received three (3) months before the start of the deferral period. Employees who wish to participate in the SFLP must contact Human Resources to obtain the application forms and further information. No period of absence without pay shall be authorized immediately following the leave period.

### **54.6**

Employees are considered to be absent without pay during the period of the leave taken.

### **54.7**

The SFLP is an arrangement offered by the Employer to enable eligible Employees to defer a portion of their gross bi-weekly salary exclusively for the purpose of financing a future sabbatical leave.

#### **54.8**

The plan is authorized by the Canada Revenue Agency under subsection 248(1) of the *Income Tax Act* and the guidelines that govern such plans that appear in Regulation 6801 of the *Income Tax Act*.

#### **54.9**

The objective of the plan is to give all permanent Employees the opportunity to take leave for educational, recreational or other purposes and to save up for what amounts to an unpaid leave by deferring pre-tax income over a maximum period of five (5) years. All income received from the trustee during the leave represents taxable income, and a T4 shall be issued for the period (six (6) months to one (1) year) in which payments are received. Only federal taxes are withheld from the income by the trustee, and no Relevé 1 is issued for the duration of the leave period.

#### **54.10**

The Employer recognizes the value of renewal, upgrading and the freedom of choice in offering the plan.

#### **54.11**

While they are on leave, Employees cannot work for or receive remuneration from the Employer.

#### **54.12**

Eligible Employees shall request from their supervisor authorization to take leave to be completed no later than six (6) calendar years from the start of their participation in the plan. The application must be approved by the vice-president of the component. The Employee shall specify the duration of the leave and the amount of (pre-tax) salary to be saved for a maximum period of five (5) years.

#### **54.13**

The trustee shall make appropriate investments during the period in which the Employee is saving up for leave. Interest earned on these investments shall be paid by the trustee to the Employee on an annual basis. (This interest cannot be accrued and is taxable income for the year in which it is received.)

#### **54.14**

Employees shall take unpaid leave subject to the conditions of the plan and the appropriate Collective Agreement and shall receive the total amount of their investment from the trustee without the Employer's further involvement. As per Canada Revenue Agency rules, Employees must return to work with CBC/Radio-Canada after the leave for a period at least equal to the leave.

#### **54.15 Eligibility**

- a) The SFLP is available to Employees who have completed at least two (2) years of service as permanent Employees as of January 1 of the first year of participation in the plan.
- b) Permanent Employees temporarily assigned outside the Bargaining Unit can still participate in this plan.
- c) Employees promoted or transferred to a position in the Bargaining Unit who meet all the other eligibility criteria may apply to the plan.
- d) Should a temporary assignment to the Bargaining Unit be confirmed, Employees may use the portion of their temporary assignment toward their eligibility for the plan.
- e) Employees may re-enrol in the plan in the year following a period of twelve (12) months after the return from a leave under this plan.

#### **54.16 Application to participate in the plan**

- a) Employees must apply to participate in the plan at least three (3) months before the start of the deferral period.
- b) Participation in the plan shall always begin on January 1 of each year.
- c) Subject to Canada Revenue Agency guidelines, plan provisions and operational requirements, the Employer shall make an effort to grant all applications. An application shall be denied only in cases of rare operational challenges, such as a leave request that coincides with a period in which the Corporation requires the specific Employee or when too many simultaneous leave requests have been received in the same department. In these situations, a meeting shall be held with the Employee(s) in question to resolve the issue (see also Postponement of leave).
- d) The request shall be made by filling out an application form, available at Human Resources, and must include the exact dates of the requested leave. An officer of the recognized trustee will sign the application form.

#### **54.17 Duration of leave**

Canada Revenue Agency rules stipulate that a leave must be of a duration of a minimum of six (6) months and a maximum of twelve (12) months and must be completed by December 31 of the seventh (7<sup>th</sup>) year of enrolment in the plan. Otherwise, the balance of the investment shall be paid out by the trustee on that date and must be counted as income by the Employee.

#### **54.18 Postponement of leave**

A one-time postponement of the planned leave is permitted and may be requested by the Employee or by the Employer in exceptional circumstances and shall not be unreasonably refused by the other Party. However, such requests cannot be granted if they would result in a salary deferral beyond a maximum of six (6) years, the limit



specified in the *Income Tax Regulations*. This postponement requires supplementary approval from the vice-president of the component.

#### **54.19 Acceleration of leave**

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

#### **54.20 Resignation or withdrawal from the plan**

Resignation or withdrawal from the plan are permitted in the following circumstances:

- death of the Employee
- Employee ceases to be employed by the Employer
- voluntary resignation
- transfer or promotion to a position outside of the Bargaining Unit
- demonstrated financial or other hardship.

The above withdrawal provisions are built into the Trust Agreement under which plan savings contributions are invested. However, arrangements for the payout of accrued interest and principal will be subject to the policies of the trustee. Any payout will be taxable income for the year in which it is received.

#### **54.21 Savings plan**

- a) The savings plan shall not be for a duration of less than two (2) years and shall not normally extend beyond December 31 of the fifth (5<sup>th</sup>) year of enrolment, unless a one-time interruption of savings (to a maximum of one (1) year) is requested by the Employee. A percentage not exceeding thirty-three and one third (33 $\frac{1}{3}$ %), identified on the application, shall be applied to each year, and in no case shall the total percentages exceed one hundred percent (100%).
- b) Leaves, with or without pay, available to Employees under this Collective Agreement will not constitute interruption of employment as far as the plan is concerned, but may affect a savings plan.
- c) Changes to savings plans (e.g. extension, increase) shall only be enacted on January 1 of each year and must be requested by the Employee, in writing, by December 1 of the preceding year.

#### **54.22 Plan interruption**

For any reason whatsoever, Employees may request, in writing, that their savings plan be interrupted for a maximum period of one (1) year. However, such action may limit the right to defer the leave. This request to delay the period of planned leave cannot, however, be accommodated if it would result in a salary deferral beyond the maximum of six (6) years, the limit specified in the *Income Tax Regulations*. This postponement requires supplementary approval from the vice-president of the component.

#### **54.23 Status during leave**

During the period of leave under this plan, the Employee is considered to be absent without pay. During the leave period, the Employee may not receive any remuneration from the Employer in accordance with the *Income Tax Act*.

##### a) Seniority

Seniority continues to accrue (on a pro rata basis for part-time permanent Employees). The period of absence shall not be used for the purposes of severance pay.

##### b) Annual leave

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

##### c) Salary increases

Employees on self-funded leave are entitled to the normal progression, beginning upon their return from leave.

##### d) Other payments

Additional remuneration paid every two (2) weeks is considered to be part of the gross salary and to be included in the SFLP.

##### e) Lump sums

No lump sum shall be paid while an Employee is on leave. Payments made intermittently to recognize specific programs are calculated on a pro rata basis, excluding the portion of the period of leave, and will only be issued upon return to work.

##### f) Special circumstances

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

##### g) Pre-retirement leave

Since Employees must return to work following the period of leave taken under the plan, the authorized leave cannot be used just prior to retirement.

#### **54.24 EI/ CPP contributions**

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

Canada Pension Plan (CPP) premiums are based on the salary the Employee receives during the deferred period and the leave period. When the deferred amounts are paid to the Employee by the trustee, the trustee is deemed to be an employer of that Employee by the CPP and is therefore required to pay the employer's contribution in respect of the Employee. Where the trustee/employer recovers the employer's CPP contributions from amounts otherwise payable to the Employee, such amounts will not be part of the Employee's gross salary from that employer (Canada Revenue Agency, Rulings, Dec.12/89 & BCTF, Oct.1/90). There are no contributions to the Quebec Pension Plan during the leave.

#### **54.25 Benefits**

- a) The level of coverage for all Employee benefits is one hundred percent (100%) of their basic salary, i.e. the salary to which the Employee would be entitled if the portion of salary was not deferred. Deductions for premiums are based on earnings before contributions to the SFLP.
- b) The Employee's participation in the benefits plan continues during the period of leave at a rate that considers the Employee's full basic salary.
- c) The Employee may elect to maintain benefits during the period of leave. Premiums are the sole responsibility of the Employee for both employer and employee shares. Payment must be made at the start of the leave.
- d) If Employees decide not to pre-pay the premiums for the benefits package, they will be required, upon return, to re-apply for coverage, such as for long-term disability and optional life insurance.

#### **54.26 Contributions to the CBC/Radio-Canada Pension Plan during the savings period**

Contributions to the CBC/Radio-Canada Pension Plan are calculated on the gross salary prior to deduction of the deferred salary.

A maximum RRSP contribution must be based on the net earnings figures reported on a member's T4 and not on the gross earnings before contribution to the SFLP.

#### **54.27 Contributions for the leave period**

Employees may make contributions during the period of the leave (both Employee and Employer shares). To be eligible, Employees must return to work for a period of contributory service equal to the length of leave. If approved, the Employee can pay both the Employee and Employer contributions as outlined in the CBC/Radio-Canada Pension Plan.

#### **54.28 Beneficiary**

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

#### **54.29 Union dues**

Union dues will not be taken during the period of leave under the SFLP.

#### **54.30 Return to work**

In accordance with the *Income Tax Regulations*, the Employee must make a commitment to return to work for not less than the period of leave granted. Upon return, Employees shall be reassigned to the positions they held prior to the leave period, provided the position has not been affected by a workforce adjustment. Where other mutually acceptable arrangements are made, e.g. inter-unit transfers or transfer to another position, these arrangements must be approved by the vice-president concerned.

#### **54.31 Trust fund**

All contributions to the plan will be transferred by the Employer to a trust fund as specified in the Trust Agreement. The trust fund will be held by the trustee and will not form any part of the Employer's revenue or assets.

#### **54.32 Trustee**

- a) The trustee shall ensure that contributions made to the plan are invested in accordance with the directions of the Trust Agreement.
- b) On an annual basis, interest shall be paid to the Employee on his or her accumulated investment and must be counted as income by the Employee for the year it is received.
- c) A T4 will be issued to each Employee at the end of each year detailing interest earned on his or her investment.
- d) The trustee shall prepare periodic reports and an annual summary for each Employee detailing the principal amount accrued in the plan including any interest not yet paid out.
- e) During a participant's leave, the trustee will cause the accumulated principal amount plus any interest not previously paid out to be remitted to the participant in a form and at a frequency to be agreed between the two Parties. A T4 will be issued to each Employee at the end of each calendar year in which a leave is taken.

#### **54.33 Administrative expenses**

The Employer shall bear the processing expenses of the SFLP except where they may relate to fees of the trustee, which are a charge to the trust fund to be borne by the participants in accordance with the Trust Agreement.

#### **54.34 Rights under the plan**

Neither the Employer nor any participant shall pledge any rights under the plan as security for a loan or for any other purpose.

#### **54.35 Former and new rules**

Upon signing this Collective Agreement, all Employees who apply for deferred salary leave shall be subject to the above-mentioned rules.

It is understood that the rules of the former plans (SCRC, STARF-CUPE 5757, CUPE 675) shall continue to apply to Employees who, upon signing this Collective Agreement, are already enrolled in a deferred salary plan or are on such leave.

## **Article 55 – LEAVE WITHOUT PAY**

### **55.1**

In cases not provided for in the Agreement, permanent Employees who, for a valid reason, wish to obtain leave without pay must submit a written request to the Employer. The Employer shall grant the leave without pay, subject to operational requirements.

### **55.2**

The duration of the leave without pay shall not exceed a period of twelve (12) months. The Employer may, for exceptional circumstances, authorize an extension of the leave without pay.

### **55.3**

Employees who have been granted leave without pay must inform the Employer in writing of their return to work at least twenty (20) working days prior to their planned return. The Employer shall reintegrate the Employee into his or her previous position or an equivalent position if that position has been eliminated.

### **55.4**

Except where otherwise provided, Employees on leave without pay shall not be entitled to the benefits provided for in this Agreement.

### **55.5**

However, Employees may continue to participate in the pension and insurance plans as long as they assume the entire cost, following an agreement with the Employer, and provided that the plans in question so allow.

### **55.6**

When Employees return to work for the Employer following a leave without pay, their salary shall be readjusted in accordance with the increases provided for in the Collective Agreement.

**Article 56 – MATERNITY LEAVE, ADOPTION LEAVE, CO-PARENT LEAVE, PARENTAL LEAVE, CHILD CARE LEAVE, CAREGIVER LEAVE, COMPASSIONATE CARE LEAVE AND OTHER TYPES OF LEAVE**

**56.1 General parameters**

For the birth or legal adoption of a child, all Employees who have at least six (6) months' continuous service shall be entitled to parental leave of up to a maximum of seventy-eight (78) weeks.

Parental leave is a period of leave that includes maternity leave, adoption leave or co-parent leave, followed by a period of unpaid child care leave and an absence without pay (where applicable).

Eligible Employees who wish to apply for one of the types of leave listed in this article may contact the Shared Services Centre.

**56.2 Maternity leave**

**56.2.1**

Maternity leave is leave granted to an Employee who is pregnant or who has just given birth to a child.

Maternity leave may begin sixteen (16) weeks before the expected delivery date but must end seventeen (17) weeks, at the latest, after the delivery date.

The Employee may also take unpaid child care leave of up to thirty-five (35) weeks.

**56.2.2**

Employees with at least twelve (12) months of continuous service who are eligible for special Employment Insurance (EI) maternity or Quebec Parental Insurance Plan (QPIP) benefits shall receive supplemental benefits equal to ninety-three percent (93%) of their basic weekly salary for the first two (2) weeks of leave and supplemental benefits equal to the difference between the special EI maternity or QPIP benefits and eighty percent (80%) of their weekly salary for up to fifteen (15) additional weeks.

**56.2.3**

When Employees receive, under the terms of EI or the QPIP, income from other sources and consequently their normal weekly level of special EI maternity or QPIP benefits is reduced, the Employer shall not increase its supplemental benefits to cover the decrease in EI or QPIP benefits.

When Employees receive, under the terms of EI or the QPIP, income from other sources, which when added to the special EI maternity or QPIP benefits and special benefits payments exceeds ninety-five percent (95%) of their salaries, the supplemental benefits payments shall be reduced so as not to exceed ninety-five percent (95%).

#### **56.2.4**

The amount of benefits under the supplemental benefits plan (SBP) is determined by:

- the basic salary, for permanent Employees;
- the basis salary plus the amount of compensatory benefits payments and/or pension contributions for contract or term Employees, as applicable;
- the salary during the temporary assignment or promotion, for Employees who have been promoted or temporarily assigned for at least one (1) year at the time of the parental leave.

Expectant mothers with at least twelve (12) consecutive months' continuous service and who are not eligible for EI or QPIP benefits may take:

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

Employees who are absent for medical reasons associated with their pregnancy prior to the birth of their child may apply for leave and disability benefits.

#### **56.2.5 Death of a child**

In the event of a miscarriage during or after the twentieth (20<sup>th</sup>) week of pregnancy, a stillbirth or the death of a child within seventy-eight (78) weeks of the child being brought home, the Employee may extend the leave until a qualified physician deems her fit to return to work.

Maternity benefits shall be paid in full to eligible Employees who would have normally been entitled to receive them, except in the case of miscarriage before the twentieth (20<sup>th</sup>) week of pregnancy. In the latter case, the Employee may be entitled to leave and disability benefits.

In the event of a stillbirth, the co-parent is authorized to take the special leave of three (3) days provided for the death of a child.

#### **56.3 Adoption leave**

Adoption leave is a leave granted to an adoptive parent recognized by the law.

Adoption leave must begin, at the latest, on the date on which the eligible Employee obtains official custody of the child.

If both parents are CBC/Radio-Canada Employees, each of them is entitled to adoption benefits and to parental leave of seventy-eight (78) weeks, subject to the following provisions:

- SBP payments shall be made in accordance with the terms and conditions defined by the parents for the division of their EI or QPIP parental benefits;
- only one of the two parents shall receive two (2) weeks of SBP benefits.



Employees with at least one (1) year of continuous service who are eligible for special Employment Insurance (EI) maternity or Quebec Parental Insurance Plan (QPIP) benefits shall receive supplemental benefits equal to ninety-three percent (93%) of their basic weekly salary for the first two (2) weeks of leave.

The Employee shall also receive supplemental benefits equal to the difference between the special EI maternity or QPIP benefits and eighty percent (80%) of their weekly salary for up to a maximum of ten (10) weeks. This maximum may be extended to fifteen (15) weeks if the child is six (6) months old or older when he or she arrives at the Employee's home or if the child has a physical, psychological or emotional disorder confirmed by a physician, a psychologist or an adoption agency professional and requires extended parental care.

The Employee may also take unpaid child care leave of up to thirty-five (35) weeks.

Employees who have six (6) to twelve (12) months of continuous service are entitled to unpaid adoption leave of seventeen (17) weeks. The Employee may also take unpaid child care leave of up to thirty-five (35) weeks.

#### **56.4 Co-parent leave**

Co-parent leave is a leave granted to a parent who did not give birth to the child but who is recognized by the appropriate authorities as one of the child's parents at the time of his or her birth.

Employees with at least twelve (12) months of continuous service who are eligible for EI parental leave benefits or QPIP paternity benefits shall receive supplemental benefits equal to ninety-three percent (93%) of their basic weekly salary for the first two (2) weeks of leave.

The Employee shall also receive supplemental benefits equal to the difference between the regular EI or QPIP benefits and eighty percent (80%) of their weekly salary for up to ten (10) additional weeks.

The Employee may also take unpaid child care leave of up to thirty-five (35) weeks and an absence without pay of up to five (5) weeks.

Employees who have six (6) to twelve (12) months of continuous service are entitled to unpaid co-parent leave of twelve (12) weeks. The Employee may also take unpaid child care leave of up to thirty-five (35) weeks and an absence without pay of five (5) weeks.

#### **56.5 Parental leave**

A parent who does not take maternity, co-parent or adoption leave shall be entitled to paid parental leave of three (3) days for the birth or adoption of a child. The Employee may also take unpaid child care leave of up to thirty-five (35) weeks and an absence without pay of up to seventeen (17) weeks.

#### **56.6 Child care leave**

**56.6.1** Child care leave is a leave of absence without pay, lasting up to thirty-five (35) weeks, that all Employees having more than six (6) months' continuous service may take when they are actively responsible for the care and custody of a newborn or newly adopted child.

**56.6.2**

At the female Employee's request, such leave may begin:

- a) on the expiry of her maternity leave;
- b) the day the child is born; or
- c) the day she becomes actively responsible for the care and custody of the child.

**56.6.3**

At the male Employee's request, such leave may begin:

- a) on the expiry of any maternity leave taken by the Employee's spouse in connection with the child, in accordance with the *Canada Labour Code* or provincial legislation;
- b) the day the child is born; or
- c) the day he becomes actively responsible for the care and custody of the child.

**56.7** Compassionate care leave and leave for serious illness, death or disappearance

The Employer shall grant unpaid leave in accordance with the *Canada Labour Code* for compassionate care, serious illness and in the event of death or disappearance.

**56.8** Return to work

Employees must inform their manager and the Shared Services Centre in writing of their intent to return to work at least two (2) weeks before the date they plan to return.

The manager must provide Employees with written confirmation of the date of their return.

**56.9** During an absence for maternity leave, adoption leave, co-parent leave, parental leave, caregiver leave, compassionate care leave, or leave for serious illness, death or disappearance, term Employees shall maintain their rank in the counter. When they return to work, Employees shall maintain, in relation to the person ranked after them, the same difference in days worked that existed before their departure.

If the Employee had not completed the trial or probationary period at the time of departure on maternity, adoption, co-parent, parental, caregiver or compassionate care leave or leave for serious illness, death or disappearance, the probationary period shall resume where it was interrupted and must be completed in accordance with articles 27 and 28.

**56.9.1** Maternity, adoption, co-parent, parental, caregiver or compassionate care leave or leave for serious illness, death or disappearance does not allow for the extension of temporary or contract work beyond the end date set at the start of employment.

**56.10** The Corporation's policies and procedures shall apply to all other subjects not addressed in this article.

**56.11** Employees' right to modified duties or reassignment for maternity-related health reasons

The *Canada Labour Code* provides that an Employee who is pregnant or breastfeeding (at any time from the start of pregnancy to the end of the twenty-fourth (24<sup>th</sup>) week postpartum) may request modified duties or temporary reassignment if a qualified physician recommends it for health reasons.

Consequently, CBC/Radio-Canada shall, to the extent possible, modify the duties of or reassign the Employee, taking into consideration her functional limitations associated with pregnancy.

During the review of her request, the Employee is entitled to leave with pay until CBC/Radio-Canada:

- modifies the Employee's duties;
- reassigns the Employee;
- informs the Employee in writing that it is not reasonably possible to modify her duties or reassign her.

When it is not reasonably possible to modify the Employee's duties or reassign her, she is entitled to leave without pay until the date her maternity leave begins.

## **Article 57 – SICK LEAVE AND INSURANCE**

### **57.1**

Eligible Employees are protected, under the terms and conditions of the plans, against any loss of basic salary as a result of a disability arising from sickness or injury under the Short-Term Disability (STD) or Long-Term Disability (LTD) plans.

### **57.2**

If an Employee must be absent because of illness, he must inform the immediate supervisor or designated person as soon as possible.

### **57.3**

If the illness persists for more than three (3) days, on the fourth (4<sup>th</sup>) day, Employees must present a certificate (from a qualified physician) attesting that they are unable to perform their duties.

If an Employee's absences of three (3) days or less appear to be abusive, the immediate supervisor shall meet with the Employee, in the presence of a Union representative if desired, to discuss or improve the situation. The conclusions and an action plan, if necessary, may be recorded in writing and sent to the Employee. If attendance or the situation does not improve, the immediate supervisor shall meet with the Employee again and may inform the Employee that he will require a medical certificate for every subsequent absence during a period not to exceed the following twelve (12) months.

### **57.4**

Medical certificates must be presented on the form provided by the Employer.

### **57.5**

If additional expenses are incurred to complete the form, they shall be reimbursed up to a maximum of thirty dollars (\$30) upon presentation of supporting documentation.

### **57.6**

Employees shall make an effort to schedule medical and dental appointments outside of regular work hours.

When this is not possible, in consultation with their manager, Employees shall make an effort to schedule their medical and dental appointments sufficiently in advance, in order to minimize disruption to the operation of the department (e.g. at the beginning or end of the shift or during less busy periods, etc.).

Employees agree to notify their manager of any medical or dental appointments made during working hours as soon as possible, in order to facilitate the planning of their replacement.

The decision to grant paid leave for a medical or dental appointment is at the manager's discretion. However, such leave shall not be denied without valid reason.

**57.7**

Permanent Employees who qualify for staff benefits are eligible for STD benefits.

**57.8**

An increase in STD benefits shall automatically come into effect on the anniversary date of the Employee's continuous service, as indicated in the table below:

<b>Duration of continuous service</b>	<b>Full-time Employee - 100% of salary (in working days)</b>	<b>Full-time Employee - 66<sup>2</sup>/<sub>3</sub>% of salary (in working days)</b>	<b>Part-time Employee - 100% of salary (in weeks)</b>	<b>66<sup>2</sup>/<sub>3</sub>% of salary (in weeks)</b>
<b>3 months to 1 year</b>	<b>10</b>	<b>75</b>	<b>2</b>	<b>15</b>
<b>1 year to 2 years</b>	<b>20</b>	<b>65</b>	<b>4</b>	<b>13</b>
<b>2 years to 3 years</b>	<b>30</b>	<b>55</b>	<b>6</b>	<b>11</b>
<b>3 years to 4 years</b>	<b>40</b>	<b>45</b>	<b>8</b>	<b>9</b>
<b>4 years to 5 years</b>	<b>50</b>	<b>35</b>	<b>10</b>	<b>7</b>
<b>5 years to 6 years</b>	<b>60</b>	<b>25</b>	<b>12</b>	<b>5</b>
<b>6 years to 7 years</b>	<b>70</b>	<b>15</b>	<b>14</b>	<b>3</b>
<b>7 years or more</b>	<b>85</b>	<b>---</b>	<b>17</b>	<b>---</b>

## **57.9**

Employees having worked at least one full day with less than three months of continuous service at CBC/Radio-Canada and who are absent from work because of disability during their first three (3) months of continuous service are entitled to a maximum of five (5) days of STD benefits at one hundred percent (100%) of their salary. If they are still disabled at the end of the period of three (3) months, STD benefits at sixty-six and two thirds percent (66⅔%) of their salary shall be paid out for the remaining duration of the eighty-five (85)-day period.

## **57.10**

Employees who are not entitled to a sufficient number of days of benefits at one hundred percent (100%) of their salary to cover the entire period of absence are entitled to use all or part of their banked annual leave days to make up the difference between sixty-six and two thirds (66⅔%) and one hundred percent (100%) of their salary.

## **57.11**

If the Employee experiences a new disability resulting from the same cause or a related cause within thirty (30) calendar days of returning to work, disability benefits will be reinstated for the number of working days corresponding to the balance of unused benefit days from the first period of absence.

Full benefits shall be reinstated if the disability is attributable to the same cause, but not until at least thirty (30) calendar days after the Employee returns to work.

The use of any type of leave does not count as days of work for the purposes of re-eligibility for STD benefits.

In the event of a new disability that is not related to the first disability, full benefits shall be reinstated after at least one (1) day of work.

Long-Term Disability (LTD)

## **57.12**

Employees who are disabled, within the definition given in the long-term disability plan, for a period of over eighty-five (85) working days, or seventeen (17) weeks for part-time Employees, are entitled to receive, from the eighty-sixth (86<sup>th</sup>) day of disability, or from the seventeenth (17<sup>th</sup>) week for part-time Employees, long-term disability benefits equal to sixty percent (60%) of their basic salary until their recovery, retirement or death, as long as they meet the eligibility criteria for the insurance policy.

## **57.13**

Employees receiving LTD benefits are exempt from paying the regular premiums to the group benefits plans they were participating in the day their disability began, as well as from contributing to the CBC/Radio-Canada Pension Plan (if they are a participant) for the duration of the period of disability. Their participation in these plans shall be maintained, and they shall continue to accrue pension service periods for the duration of the disability period.

Employees who have recovered and can no longer fill their former positions, or whose positions were eliminated during their absence, shall be reassigned or transferred in accordance with the provisions of article 32 of this Collective Agreement. The Joint Workforce Planning Committee shall take into account their training, skills, education, experience, as well as their functional limitations.

If, owing to medical restrictions, Employees are reassigned or transferred to a position in a lower salary group, they shall be paid at the hourly rate equal to the basic salary they were earning on the date the long-term disability began, but this salary shall be frozen until the salary scale of the new position catches up to their former salary level.

#### **57.14**

Eligible Employees who are receiving benefits under the plan agree to follow a rehabilitation program authorized by the insurer, the Employer and the Employee's qualified physician. The insurer shall cease payment of benefits to Employees who do not participate in an approved rehabilitation program. The objective of the rehabilitation period is to ensure the Employee's gradual return to the regular work schedule he had prior to the disability; consequently, annual leave days and overtime are not permitted during this period.

#### **57.15**

At the end of the second (2<sup>nd</sup>) year on LTD, the Employer is permitted to pay to the Employee the annual leave he accrued, less the annual leave to which the Employee is entitled under the Collective Agreement.

- a) At the end of the third (3<sup>rd</sup>) year on LTD, the Employer is permitted to pay to the Employee all annual leave he has accrued, less ten (10) days if the Employee received a salary advance in May 1998.
- b) The payment shall be made in April/May or October after the Employee reaches the two (2)- or three (3)-year threshold.
- c) The Employer may withhold the payment provided in paragraphs a) and b) once a date has been set for the Employee's return to work before the periods set out in this article.
- d) Upon their return to work after being on LTD, Employees who have no annual leave credits may request leave without pay, subject to their supervisor's approval.

#### **57.16**

The Employer shall deduct from each Employee's basic salary the full current long-term disability insurance premiums, and the benefits are not taxable under government regulations on income.

#### **57.17**

If a permanent Employee who has recovered is deemed fit to return to his regular duties but still has a temporary medical restriction, the Employee may return to his position so long as temporary accommodations are possible. If the Employee has recovered but cannot return to his regular position because of temporary restrictions, the Employee may be assigned a gradual return-to-work program or to available transition work.

## **57.18**

If the medical restrictions are of a permanent nature, the Employer shall endeavour to make reasonable accommodations to help the Employee resume his regular position. The Employer may also consider alternative positions or a reassignment to a temporary or permanent vacant position.

Employees who have recovered and can no longer fill their former positions, or whose positions were eliminated during their absence, shall be reassigned or transferred in accordance with the provisions of article 32 of this Collective Agreement. The Joint Workforce Planning Committee shall take into account their training, skills, education, experience, as well as their functional limitations.

If, owing to medical restrictions, Employees are reassigned or transferred to a position in a lower salary group, they shall be paid at the hourly rate equal to the basic salary they were earning on the date the long-term disability began, but this salary shall be frozen until the salary scale of the new position catches up to their former salary level.

If, at the end of this process, no position can be found, the Employee shall be entitled to the options provided in clause 32.6b) or c).

Conditions that apply only to Employees in positions in the former SCRC Unit: If, at the end of this process, the Employer and the Union are unable to find a position for the Employee, the Employee's employment shall still be guaranteed, under the same conditions as those that applied to the position he held prior to the disability.

## **57.19**

Throughout the process, Employees must assure the Employer of their full cooperation by providing it with all relevant information regarding their limitations.

## **SUPPLEMENTARY INSURANCE**

### **57.20**

For eligible Employees, the Employer shall pay, unless otherwise specified under this Collective Agreement, the premiums due for the supplementary health insurance plan in effect when this Collective Agreement is ratified.

### **57.21**

Whatever the circumstances, there shall be no accumulation (double payment) of benefits or rights granted by the Employer. This provision shall not apply to Employees' private insurance plan(s).

### **57.22**

Employees who retire may, upon request, enrol in the supplementary health insurance plan for retired Employees in effect at CBC/Radio-Canada, at their expense and subject to the conditions of the plan.



### **57.23**

The Employer shall provide eligible Employees, free of charge, with basic life insurance coverage of twenty-five thousand dollars (\$25,000), unless otherwise provided under this Collective Agreement, or two (2) times the Employee's basic annual salary (when the latter amount is higher).

For eligible term Employees, the basic salary for the purposes of calculating life insurance is twenty-five thousand dollars (\$25,000).

All eligible Employees shall be entitled to participate (at group rates), at their expense, in the following optional plans in accordance with the provisions of the insurance policies:

- optional life insurance;
- dependant life insurance;
- reducing term insurance;
- accidental death and dismemberment insurance.

### **57.24**

In addition to the basic life insurance provided by the Employer under clause 57.23, Employees may purchase supplementary insurance equal to one (1) time, two (2) times or three (3) times their basic annual salary. Medical proof is required in all cases, except for the one (1)-time option.

### **57.25**

Dependant life insurance is fifteen thousand dollars (\$15,000) for a spouse and seven thousand, five hundred dollars (\$7,500) for each child. The premium per family will remain at a flat rate regardless of the number of dependants, and proof of medical insurability is not required if the Employee enrolls:

- a) Within thirty (30) days from date of marriage;
- b) Within thirty (30) days from the birth of a child;
- c) Within thirty (30) days from the date of employment.

### **57.26**

Reducing term insurance of up to a maximum of one hundred thousand dollars (\$100,000) is offered upon proof of medical insurability. The rate remains fixed at the age-based rate established upon enrolment.

### **57.27**

The optional twenty-four (24)-hour insurance plan against accident, death and dismemberment shall continue to be available to Employees, who may choose to join the plan or leave it one (1) time per year (on April 1).

## **57.28**

The Employer offers a paid-up life insurance policy worth four thousand dollars (\$4,000) without cost to all eligible Employees who are sixty-five (65) years old. To be eligible, Employees must receive an immediate annuity from the CBC/Radio-Canada Pension Plan, prove at least ten (10) years of service entitling them to the pension or have been covered by the basic life insurance for at least ten (10) years prior to retirement.

Employees who take immediate retirement before the age of sixty-five (65) remain insured free of charge up to the age of sixty-five (65) for basic life insurance in the amount of twenty-five thousand dollars (\$25,000) or two (2) times their basic salary (when the latter amount is higher).

## **57.29**

The Employer shall insure the Employee, at its expense, in accordance with the following terms and conditions:

- a) while travelling for CBC/Radio-Canada, for up to twenty-five thousand dollars (\$25,000) against accidental death or dismemberment;
- b) while on a dangerous or perilous assignment or performing maintenance to a transmission site, for an amount of three hundred thousand dollars (\$300,000);
- c) while on assignment to an area classified by insurers as dangerous because of war risks, for an amount of six hundred thousand dollars (\$600,000).

## **Article 58 – MEDICAL RECORD**

### **58.1**

Employees are entitled to receive care from the physician of their choice.

However, the Employer may require an Employee to undergo a medical examination by a medical doctor of its choice and at its expense:

- a) when it is necessary to determine the Employee's health status;
- b) as a measure to protect other staff members;
- c) as a measure to address excessive absences.

### **58.2**

Employees may request in writing that the results of the examination be communicated to their physician. The results of the examination shall be communicated to their physician in writing.

### **58.3**

Upon the Employer's request, Employees must provide information on a health problem related to their disability file. Access to this information is reserved for staff of the Disability Management Office.

### **58.4**

Employees cannot be required to specify the nature of their disability to anyone other than the staff of the Disability Management Office.

**58.5** Upon the Employee's request, the Employer shall send a copy of any information in its medical record on the Employee to his attending physician.

### **58.6**

Upon the Employee's request, the Employer shall provide a copy of any internal medical communications concerning the Employee's ability to return to work or that may constitute a hindrance to the Employee's advancement.

## Article 59 – DENTAL INSURANCE

- Combination of the three (3) plans of the SCRC, STARF-CUPE 5757 and CUPE 675
- New benefit year: January to December
- Entry into force on January 1, 2019 (until then, the three (3) existing plans remained in effect until December 31, 2018)
- 2011 Fee Guide until December 31, 2019
- 2013 Fee Guide until December 31, 2020
- 2014 Fee Guide beginning January 1, 2021
- SCRC policy number 51891 will be maintained for the new plan
- The introduction of the new plan requires the reimbursement for certain dental procedures to be updated. This will make it possible to reimburse some procedures in accordance with the usual dental plan clauses. The following are the notable changes:
  - Complete examinations will be covered every three (3) years instead of every five (5) years.
  - General anaesthesia will be covered in more situations.
  - The number of scaling and root planing units is reduced to six (6) per year (was previously unlimited).
  - Radiographs will be covered every three (3) years instead of every two (2) years.
  - Refer to page 3 for the full list of changes.

\* All other plan provisions remain unchanged; see tables below.

## Dental Plan

For SCRC members Summary of  
policy number 51891 Effective  
January 1, 2019

<b>Reimbursement Basis</b>	2011 Fee Guide for General Practitioners and Specialists
<b>At 95%</b>	Basic coverage, such as:  Diagnostic services;  Preventive services; Minor  restorative; Extractions;  Denture maintenance
<b>At 90%</b>	Endodontic and periodontic treatments
<b>At 75%</b>	Major coverage, such as:  Major surgery;  Crowns and onlays; Dentures;  Bridgework
<b>At 50%</b>	Orthodontic treatment
<b>Maximum reimbursement</b>	Basic and major coverage, endodontics and periodontics <b>combined:</b>  <b>\$2,500</b> each benefit year, for each person  Orthodontics:  <b>\$2,000</b> a lifetime for each person
<b>Benefit year</b>	January 1 to December 31

## Changes made to existing dental plan

### Diagnostic services

#### Treatment

#### Current

#### New – January 1, 2019

<b>EXAMINATIONS</b>		
Complete oral examination	Once every 5 years	Once every 3 years
Oral pathology examinations	Not covered	Covered
<b>RADIOGRAPHS</b>		
Complete series of radiographs	Once every 2 years	Once every 3 years
Periapical radiographs	15 films every 2 years	15 films every 3 years
Occlusal radiographs	Covered	15 films every 3 years
Bitewing radiographs	Once every year	15 films every 3 years
Panoramic radiographs	Once every 5 years	Covered once every 3 years
Temporomandibular joint (TMJ) radiographs	Covered	Not covered
<b>TESTS</b>		
Caries susceptibility tests	Not covered	Covered
Laboratory results	Not covered	Covered
<b>CONSULTATIONS AND DIAGNOSTIC MODELS</b>		
Scaling	Unlimited units	6 units per year combined with root planing
Space maintainers	Including lost or stolen maintainers	Lost, stolen or misplaced maintainers are not covered
<b>MINOR RESTORATIVE TREATMENTS</b>		
Amalgam or tooth-coloured fillings	Unlimited	Once every 2 years

**Endodontics**

<b>Treatment</b>	<b>Current</b>	<b>New – January 1, 2019</b>
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Removal of filling materials and foreign objects from the root canals	Not covered	Covered
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**Periodontics treatments**

<b>Treatment</b>	<b>Current</b>	<b>New – January 1, 2019</b>
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Root planing	Unlimited units	6 units per year combined with scaling
Occlusal equilibration and adjustment	8 units per year	4 units per year

**Prosthodontic services**

<b>Treatment</b>	<b>Current</b>	<b>New – January 1, 2019</b>
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Resilient liner	Unlimited	Once every 3 years
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**Major coverage**

<b>Treatment</b>	<b>Current</b>	<b>New – January 1, 2019</b>
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Bridgework	Once every 3 years	Once every 5 years
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**Oral surgery**

<b>Treatment</b>	<b>Current</b>	<b>New – January 1, 2019</b>
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Bone remodelling	Not covered	Covered under current services
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**Supplementary treatments**

<b>Treatment</b>	<b>Current</b>	<b>New – January 1, 2019</b>
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General anaesthesia, deep sedation and conscious sedation	Covered only when performed in conjunction with a covered oral surgery.	Covered when performed in conjunction with a covered service.
Facilities, equipment and supplies for general anaesthesia	Not covered	Covered only when anaesthesia is required.

## SECTION XIII – JOB EVALUATION

### Article 60 – JOB EVALUATION PROCESS

#### 60.1

Jobs are described and classified according to the job evaluation system in effect when the Collective Agreement is signed and until it is revised by the Joint Job Evaluation Committee, provided in Appendix F, or until a new salary structure is established.

#### 60.2

The Employer shall establish the duties for all jobs and reflect those duties in a job description. These job descriptions may be used to establish a salary structure based on the applicable job evaluation system.

#### 60.3

The Employer agrees to convey to the Union the description of any new job and any job for which the duties have been substantially modified. It shall also notify the Union of the date the new job description enters into force and of the list of affected Employees.

#### 60.4 New or modified job

- a) Within thirty (30) days after the job description is sent as provided in clause 60.3, the Parties shall meet for the Joint Job Evaluation Committee to agree upon the evaluation, classification and remuneration for the job title.
- b) The Parties shall establish the evaluation, classification and remuneration for the job title in accordance with the methodology, evaluation system and results obtained from the job evaluation process.
- c) The Employer shall provide the Committee with a copy of the evaluation scores given and all other pertinent documents, with the required explanations.

#### 60.5

A Party may submit a dispute to the grievance and arbitration procedure within thirty (30) days of being unable to reach an agreement.

In such a case, the arbitrator shall decide only on the factors on which the Parties disagree.

The arbitrator's decision must take into account the usual interpretation given of the factors contained in the evaluation system. The arbitrator's decision must take into account the salary relativity established in the applicable classification plan.



#### **60.6** Entry into force

The conclusions of the arbitrator's decision shall apply from the date on which the Employee is assigned and performs the duties described in the new or modified job description.

#### **60.7**

An Employee, or the Union, may request a re-evaluation when the duties have been substantially modified and no longer correspond with the job description. The Employee, or the Union, has ninety (90) days after the entry into force of the most recent modification to present a request to the Human Resources department, submitting detailed explanations. A copy of the Employee's request shall be sent to the Union.

The Employer shall call a meeting of the Joint Job Evaluation Committee to respond to this request in accordance with the paragraphs of clause 60.4.

Clauses 60.5 and 60.6 shall apply in the event of an impasse within the Joint Job Evaluation Committee.

#### **60.8**

The integration of new or modified jobs into the applicable pay band is agreed upon by the Committee or, if it cannot reach an agreement, by the arbitrator.

#### **60.9**

No Employee shall receive a salary reduction as a result of the re-evaluation of his or her job or a modification to the evaluation system.

## SECTION XIV – COMPENSATION, PREMIUMS

### Article 61 – RETROACTIVE PAY AND RAISES

#### RETROACTIVE PAY:

- Personnel active on date of signing
- Raise of 1.5%/year on the scales
- Deduction of 0.1% (health fund)\*
- Basic salary only
- Previous year prorated to the days passed between the previous raise and April 1, 2018

#### RAISES ON SALARY SCALES:

- April 1, 2018 to March 31, 2019: 1.5% less 0.1% (health fund)\*
- April 1, 2019 to March 31, 2020: 1.5% less 0.1% (health fund)\*
- April 1, 2020 to March 31, 2021: 1.5% less 0.1% (health fund)\* Note:

See article 64

## **Article 62 – GENERAL SALARY PROVISIONS**

### **62.1**

Considering, at the time of hiring, their valid experience and, subsequently, their years of service in the salary group, Employees shall be remunerated according to the band for the salary group to which they are assigned.

### **62.2**

Employees shall be remunerated at the rates indicated in the scale of maximum amounts provided in article 63.

### **62.3**

When negotiating for additional remuneration, Employees may be accompanied, if they desire, by a Union representative.

### **62.4**

Progression within a salary scale shall be automatic, barring indication to the contrary, and shall occur on the anniversary of the Employee's appointment to a given salary level.

### **62.5**

When Employees are assigned to a position in a higher salary group, they shall receive the basic salary of the level closest to, but not less than or equal to, their current salary.

In the case of a promotion, Employees automatically advance in level on the first (1<sup>st</sup>) day of the first full pay period of the month in which they are promoted.

In the case of a temporary promotion of more than four (4) weeks, as defined in article 25, Employees shall advance to the next highest level after two hundred and sixty-one (261) days worked.

### **62.6**

When Employees request to be permanently placed in a job in a lower salary group or are placed there as a result of their performance, their salary shall be readjusted according to their new salary range based on their relevant experience. Progression in the new salary range is then based on the rules set out in clause 62.4.

However, if their current salary level is higher than the maximum salary level of the lower salary group, their salary shall be reduced to the maximum of the lower salary group.

## Article 63 – JOB GROUPS, WORKING TIME AND PAY BANDS

See attached document.

## **Article 64 – SALARY ADJUSTMENT**

### **64.1** For Employees in the former SCRC Unit only:

The costs of the supplementary health insurance plan shall be defrayed in part by a 0.1% reduction in basic salary increases. This salary adjustment shall take effect annually on the dates when the salary scales are scheduled to come into force, effective from 2010.

### **64.2** For Employees in the former CUPE 675 and STARF-CUPE 5757 units:

The Employer shall pay to the health fund the contributions established in accordance with the Memorandum of Agreement relating to surplus sharing under the Canadian Broadcasting Corporation Pension Plan and to cost management under the Canadian Broadcasting Corporation Supplementary Health Care Plan. In exchange for such contributions, any salary increases granted in the Collective Agreement shall be reduced by 0.1%. This reduction shall apply to the pay bands and will be subject to the review of the terms and conditions of the memorandum to take place beginning in 2019.

## **Article 65 – NIGHT PREMIUMS**

### **65.1**

Employees shall receive a premium of fifteen percent (15%) of their basic hourly rate, with a minimum of three dollars and fifteen cents (\$3.15), in addition to their regular salary for any work performed between midnight and 7 a.m.

## **Article 66 – SHIFT DIFFERENTIAL**

Employees covered by the SJRC agreement and who used to have evening and night premiums are now subject to the following rules:

### **66.1**

Employees working between 8 p.m. and midnight are entitled to a premium of ten percent (10%) for the hours worked unless they are working overtime.

### **66.2**

Employees working a minimum of two (2) hours between midnight and 7 a.m. are entitled to a premium of fifteen percent (15%) for one normal complete workday; if Employees work less than two (2) hours during this period, they shall receive the premium for the time worked only.

### **66.3**

Employees whose work hours span the two (2) periods mentioned in clauses 66.1 and 66.2 shall receive the premium corresponding to each period without accumulation.

## **Article 67 – COORDINATION BONUS**

### **67.1**

TV and radio production assistants assigned full-time to an executive producer shall receive a coordination bonus of no less than three thousand dollars (\$3,000) annually, prorated to the term of their assignment. A higher amount may be negotiated with the individual to reflect the scope of the assignment.

Entitlement to the bonus shall terminate when either the TV and radio production assistant's or the executive producer's assignment ends.



## SECTION XV – GENERAL WORKING CONDITIONS

### Article 68 – HEALTH AND SAFETY

#### 68.1

The Employer, the Union and Employees shall cooperate at all times to ensure that safe working conditions and methods are established and observed by all in order to prevent accidents and illnesses associated with carrying out a job under this Collective Agreement.

#### 68.2

The Employer and the Union agree to observe and comply with the provisions of Part II of the *Canada Labour Code* and associated regulations.

#### 68.3

In accordance with Part II of the *Canada Labour Code*, the Employer shall ensure that the premises and facilities made available to Employees are clean and sanitary.

#### 68.4 Maintenance of transmitters and safety switch

Employees assigned to perform maintenance on a transmitter shall not work while the transmitter is in operation unless the necessary measures have been taken for their protection.

#### 68.5 Tasks requiring climbing

The Employer shall take into account an Employee's abilities for tasks that require climbing and not assign such tasks to an Employee deemed unfit to perform them under the risk prevention program in place.

#### 68.6 Occupational illness and injury

- a) The Employer shall grant paid leave to all Employees who, in the performance of their duties, experience an occupational injury entitling them to compensation under the laws of the province where the Employee usually performs his or her duties.
- b) The Employer shall pay to Employees absent as a result of an occupational injury the difference between the amount guaranteed by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) or the Workplace Health, Safety and Compensation Commission (WorkSafe NB) and their full salary.
- c) Employees cannot receive compensation exceeding one hundred percent (100%) of their salary.
- d) This absence shall not be deducted from the Employee's leave credits.
- e) When CNESST or WorkSafe NB denies a request, Employees are not considered to have experienced an occupational injury, subject to the rights of objection provided for in legislation.

## **Article 69 – WORKLOAD AND WORK ENVIRONMENT**

### **69.1**

The Parties agree to establish a working committee to discuss topics related to workload and the work environment.

### **69.2**

This Committee shall include three (3) representatives from each of the Parties. Union representatives shall be released to participate in the meetings without loss of salary .

### **69.3**

Operating procedures and the meeting schedule shall be determined by Committee members. They must meet a minimum of four (4) times per year.

### **69.4**

During Committee meetings, each of the Parties can express their understanding of the situations submitted by the Union and make appropriate recommendations, if applicable. The Committee shall ensure follow up on the recommendations made.

### **69.5**

Each Party shall have the option of appointing a resource person after having notified the other Party. This notice shall include the name of any guest members and the nature of their involvement.

The Committee must approve that person's presence.

### **69.6**

The Parties shall discuss the items they would like to have added to the agenda at least ten (10) days before Committee meetings. Upon request, and with the Parties' agreement, the Parties shall provide the information deemed necessary for the analysis of the item.

### **69.7**

Minutes of each meeting shall be prepared, read and signed by both Parties before the next meeting.

## **Article 70 – WORK CLOTHING ALLOWANCE**

### **70.1**

The Employer shall supply adequate protective clothing and/or safety devices for Employees performing duties that require their use. When such clothing or devices are supplied, their use is mandatory.

### **70.2**

Employees shall not be held responsible for normal wear or accidental damage caused to the protective clothing and/or safety devices supplied by the Employer. The cost of maintaining and cleaning this clothing and equipment shall be borne by the Employer.

### **70.3**

Because television news reporters providing live coverage outdoors have to work in changing weather conditions, they shall, upon submission of receipts, be reimbursed for the cost of outdoor clothing to a maximum of six hundred dollars (\$600) every two (2) years.

### **70.4**

The Employer shall provide protective clothing, work shoes and allowances to purchase clothing for certain Employees performing duties that require their use. The Employer shall pay, in accordance with clause 70.5, such allowances to term Employees, temporarily transferred Employees or temporarily promoted Employees who occupy such positions, prorated to the period in which they occupied the position during the twelve (12) months prior to June 1, provided that they have worked more than thirteen (13) continuous weeks at over fifty percent (50%).

### **70.5 Conditions for technician and arts Employees**

The Employer shall pay Employees occupying one of the positions listed in clause 70.6 on a permanent basis and Employees permanently assigned to the technical equipment centre, the scenic art workshop and to mechanical maintenance an annual allowance of three hundred and fifty dollars (\$350) for protective clothing, including wear and maintenance. This allowance shall be paid by June 1 at the latest and shall cover the period from January to December of each year. If an Employee is hired or promoted in the listed jobs on a permanent basis during the year, the allowance shall be paid in proportion to the periods worked in such positions.

For Employees working as painters, the allowance is four hundred and fifty dollars (\$450).

The Employer shall provide groups of Employees required to work outdoors regularly with a parka and a raincoat every two (2) years, as needed. Employees cannot claim reimbursement for these items that are already provided by the Employer.

The Employer shall provide the following protective clothing to maintenance technicians - in remote areas, camera operators JE/VL, technicians VL and signal transmission technicians JE who are regularly assigned to work outdoors:

a) for winter:

- parka
- lined boots
- gloves
- overall pants
- snowmobiling clothing
- snowmobiling helmet

b) for summer:

- raincoat
- poncho
- boots (forester)
- boots (firefighter)

Based on need, the necessary protective clothing shall be supplied to Employees permanently or for a particular assignment.

When it is provided on a permanent basis, this protective clothing shall be replaced as needed.

The Employer shall reimburse annually, upon submission of receipts, the categories of Employees listed in clause 70.6 for a maximum of one hundred and twenty-five dollars (\$125) as an allowance for the purchase and maintenance of CSA-approved safety footwear and rubber overshoes.

When such clothing or devices are supplied, their use is mandatory.

## **70.6 Allowances**

In some situations, the Employer shall pay an allowance to Employees covered by this article to enable them to purchase the equipment listed in clauses 70.5a) and b) themselves. In that case, it is understood that the Employer is not required to supply the equipment listed in those clauses.

a) Allowance of three hundred and fifty dollars (\$350) every two (2) years (based on established practice):

- Cameraman JE/VL
- Sound Technician JE/VL
- Maintenance Technician – remote areas
- TV Technician – signal transmission JE

b) Allowance of three hundred and fifty dollars (\$350):

- Assistant, Production Equipment
- Assistant, Production Equipment, Team Leader
- Assistant, Receiving and Inventory
- Assistant Technician
- Assistant Technician – ancillary lighting system
- Driver

- Key Grip
- Team Leader – manufacturing workshop
- Lead Maintenance Technician (mechanical maintenance and special events)
- Clerk, Distribution and Inventory
- Scene Constructor
- Set Dresser
- Technical Installer
- Stagehand
- Fly Systems Operator
- Vehicle Mechanic
- Press Operator
- Maintenance Technician (mechanical maintenance and special events)
- Electrical Installation Technician
- General Maintenance Technician (mechanical maintenance and special events)
- Advanced Maintenance Technician (mechanical maintenance and special events)
- Special Effects Technician

c) Allowance of four hundred and fifty dollars (\$450):

- Painter

d) The Employer shall provide an annual allowance of one hundred and twenty-five dollars (\$125) to purchase safety footwear to the following Employees:

- Assistant, Production Equipment
- Assistant, Production Equipment, Team Leader
- Assistant, Receiving and Inventory
- Assistant Technician
- Assistant Technician – ancillary lighting system
- Driver
- Key Grip
- Team Leader – manufacturing workshop
- Lead Maintenance Technician (mechanical maintenance and special events)
- Clerk, Distribution and Inventory
- Scene Constructor
- Lighting Technician
- Technical Installer
- Stagehand
- Fly Systems Operator
- Vehicle Mechanic
- Painter
- Press Operator
- Maintenance Technician (mechanical maintenance and special events)
- Electrical Installation Technician
- General Maintenance Technician
- Maintenance Technician – JH maintenance (General Maintenance Technician assigned to JH maintenance)
- Advanced Maintenance Technician (mechanical maintenance and special events)
- Special Effects Technician

## **SECTION XVI – TRAVEL**

### **Article 71 – TRAVEL TIME**

#### **71.1**

The time Employees spend travelling in the performance of their duties is regarded as time worked, except for the time spent travelling by public transit between midnight and 8 a.m., local time, which does not entitle Employees to a time credit if they have a chance to sleep. For the purposes of this article, a single berth in a train provides the Employee with a chance to sleep.

#### **71.2**

Employees on a foreign mission for seven (7) or more days shall take two (2) consecutive days off a week unless prohibited by departmental requirements.

Overtime for travel shall be paid as follows:

The regular work day, as scheduled, is paid at the basic rate (day 1). When travel on day 1 extends beyond the regular work day, hours are paid at one and a half (1½) times the Employee's regular hourly rate between the end of the work shift on day 1 and the end of travel or until the start of the day 2 assignment, whichever comes first. The same principle shall apply at the end of day 2 if travel is not complete.

Payment at the basic rate shall resume at the beginning of the assigned work shift on day 2 and for each subsequent shift.

Each day has one hour at the start and one hour at the end at the basic rate.

#### **71.3 Transportation method**

Employees shall not be required to use their personal vehicles for their duties.

Employees who agree to use their personal vehicles, following an agreement with their supervisor, shall be entitled to an allowance as provided in the human resources policies on travel.

#### **71.4 Costs borne by the Employer**

Employees travelling in the course of their duties shall be reimbursed for expenses incurred in accordance with the Employer's policies on travel in Canada and abroad.

#### **71.5 Upon return from a foreign assignment**

Upon return from a foreign assignment, Employees who have travelled, within the same flight, at least four (4) time zones, shall receive a minimum break of eighteen (18) hours before their next assignment.

## **71.6**

Employees on a one-time out-of-town assignment resulting in the need to stay overnight shall be entitled to keep their room on the return day, at the Employer's expense, until 6 p.m. at the latest, provided that the work schedule for that day includes a return after a meal scheduled after 4:30 p.m.

## **71.7 Cost of cleaning clothing**

Employees shall be reimbursed for the cost of cleaning upon presentation of supporting documentation when, in the course of their assignment, their clothing is stained by a third party. It is understood that these costs shall be reimbursed for work clothing that is appropriate for their assignment.

## **71.8 Theft of personal property**

During a foreign assignment, the Employer shall reimburse Employees for up to one hundred and fifty dollars (\$150) for stolen personal property associated with their assignment. It is understood that such reimbursement shall be made only upon submission of a police report confirming the theft and the items stolen.

## **71.9**

Any Employees assigned within fifteen kilometres (15 km) of the local production centre (for Montreal, Island only) may arrive at the local production centre thirty (30) minutes prior to the start of their assignment, and the Employer shall provide transportation. This period is not considered to be time worked.

## **Article 72 – TRAVEL ALLOWANCE**

### **72.1**

The Employer shall reimburse all authorized expenses of Employees who travel for work purposes, in accordance with its current policy on business travel.

The Employer shall pay for a taxi for Employees who have to travel to and from work at times when public transit is not running. The Employer shall pay only the fraction of the trip not served by public transit. It shall reimburse Employees up to fifteen dollars (\$15) on presentation of a receipt.

This provision does not apply to Employees covered by clause 44.2.



## **Article 73 – AUTOMOBILE ALLOWANCE**

### **73.1**

Employees shall not be required to use their personal car in the performance of their duties and may refuse to do so. However, Employees who agree to use their personal car for work purposes on agreement with the Employer shall be subject to the rules and procedures on business travel.

This provision does not apply to Employees covered by clause 44.2.

## **Article 74 – ACCOMMODATION ALLOWANCE**

**74.1** The Employer shall reimburse Employees, on travel authorized for the purpose of their duties, for accommodation expenses incurred in accordance with the rules and procedures on business travel.

## SECTION XVII – RETIREMENT

### Article 75 – RETIREMENT

#### 75.1

The CBC/Radio-Canada Pension Plan stipulates that the normal age of retirement is sixty-five (65) and permits early retirement in accordance with its provisions. Normal retirement takes place on the last day of the month in which the Employee turns sixty-five (65). However, Employees may decide to continue working for CBC/Radio-Canada and may contribute to the CBC/Radio-Canada Pension Plan until the last day of November in the year the Employee turns seventy-one (71), or any other age limit provided for this purpose in the *Income Tax Act*, as long as they are still employed by the Employer.

## **Article 76 – RETIREMENT ALLOWANCE**

Clauses 76.1 to 76.4 shall apply to permanent Employees who were members of the Syndicat des Technicien(ne)s et Artisan(e)s du réseau français de Radio-Canada and to permanent Employees on the date the Collective Agreement was signed on April 13, 2006.

### **76.1**

This article shall apply only to Employees in the Bargaining Unit who were permanent Employees on the date the Collective Agreement was signed on April 13, 2006. Notwithstanding the foregoing, this article applies to term Employees who became permanent after the signing of the Collective Agreement on April 13, 2006, in the following specific cases:

- a) after a staffing process following a posting initiated before March 31, 2006, inclusively;
- b) following the staffing of positions posted following the application of Letter of Agreement 13 for the December 2005 reading;
- c) following the posting and staffing of a position that became vacant after the resignation or retirement of a permanent Employee before March 31, 2006, inclusively.

### **76.2**

Upon separation from employment caused by retirement or death, Employees in the Bargaining Unit shall receive a lump-sum severance payment, except as provided for in clause 76.4 below, equivalent to three (3) months' salary for completion of at least ten (10) years of continuous service and, for each subsequent year of continuous service, an additional one fifth (1/5) of one (1) month's salary to a maximum of six (6) months.

### **76.3**

Employees with more than three (3) years of service but less than ten (10) years who are separated from employment as a result of serious and protracted illness, or Employees who retire and are not entitled to pension from the Employer, shall receive severance pay at the rate of one (1) week's salary for each nine (9) months of service, up to a maximum of thirteen (13) weeks.

### **76.4**

Employees who retire at the regulatory age or before, or as a result of illness, may opt to receive a retirement allowance equal to the severance pay provided in clause 76.2. The retirement allowance shall be paid in the same manner as the regular salary and shall be subject to the deductions for the Employer's various benefits plans, if applicable. The period during which the retirement allowance is paid is called "retirement leave" and shall be added to the years of service for the purposes of the CBC/Radio-Canada Pension Fund. Retirement leave shall automatically end on the regulatory retirement date set by the statutes of the CBC/Radio-Canada Pension Fund; any balance remaining on that date shall be paid as a lump sum.

Clauses 76.5 to 76.9 shall apply to Employees who were members of the Syndicat des communications de Radio-Canada and to permanent Employees on the date the Collective Agreement was signed on March 27, 2006.

#### **76.5**

Upon separation from employment caused by illness, retirement or death, Employees (or their assigns) shall receive a lump-sum payment equal 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 (1) month's salary to a maximum of six (6) months.

#### **76.6**

Employees who are members of the Bargaining Unit with more than three (3) years of service but less than ten (10) years who are separated from employment as a result of 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, up to a maximum of thirteen (13) weeks, on the condition that they are not entitled to the severance pay set out in clause 76.5.

#### **76.7**

Employees who retire before the normal retirement age, or who leave their job as a result of illness, may opt to receive a retirement allowance equal to the severance pay provided in clause 76.5. This allowance shall be paid in the same manner as the regular salary and shall be subject to the deductions for the Employer's benefits, if applicable. The period during which the retirement allowance is paid is referred to as retirement leave and counts as service for the purposes of the CBC/Radio-Canada Pension Plan. Retirement leave cannot be extended beyond the normal retirement age, as stipulated in the CBC/Radio-Canada Pension Plan. Any remaining balance at that time shall be paid as a lump sum.

#### **76.8**

No severance pay shall be given to Employees who resign, who are dismissed for cause or who are laid off. (Employees who are laid off shall receive the layoff pay provided in article 32.)

#### **76.9**

For the purposes of calculating severance pay, a layoff (if layoff pay has been given to the Employee) constitutes an interruption in service even if the Employee is rehired within twenty-four (24) months of being laid off.

Clauses 76.10 to 76.12 shall apply to permanent Employees who were members of the CBC/Radio-Canada Canadian Union of Public Employees and to permanent Employees on the date the Collective Agreement was signed on September 22, 2005.

#### **76.10**

Upon separation from employment caused by retirement or death, Employees in the Bargaining Unit shall receive, except as provided for in clause 76.12, a lump-sum severance payment 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 (1) month's salary to a maximum of six (6) months.

At the Employee's request, these amounts shall be paid into an RRSP where permitted by law.

#### **76.11**

Employees with more than three (3) years of service but less than ten (10) years, who are separated from employment as a result of serious and protracted illness, or Employees who retire and are not entitled to pension from the Employer, shall receive severance pay at the rate of one (1) week's salary for each nine (9) months of service, up to a maximum of thirteen (13) weeks.

At the request of the Employee or the Employee's beneficiaries, these amounts shall be paid into an RRSP where permitted by law.

#### **76.12**

Employees who retire at the regulatory age or before, or as a result of illness, may opt to receive a retirement allowance equal to the severance pay provided in clause 76.10. The retirement allowance shall be paid in the same manner as the regular salary and shall be subject to the deductions for the Employer's various benefits plans, if applicable, but shall not be subject to the deductions for Union dues provided in article 7.

The period during which the retirement allowance is paid is called "retirement leave" and shall be added to the years of service for the purposes of the CBC/Radio-Canada Pension Fund. Retirement leave shall automatically end on the regulatory retirement date set by the statutes of the CBC/Radio-Canada Pension Fund; any balance remaining on that date shall be paid as a lump sum.

<b>SECTION XVIII – AGREEMENT: CONCLUSION</b>
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**Article 77 – CONCLUSIVE COLLECTIVE AGREEMENT**

**77.1**

The Parties acknowledge that this Collective Agreement is conclusive. It is acknowledged and understood by the Parties that the appendices to which they subscribe and which are attached to this Collective Agreement are an integral part of the Agreement, provided that, if the two texts contradict each other, the Agreement shall take precedence.

## **Article 78 – EFFECTIVE DATE AND TERM OF COLLECTIVE AGREEMENT**

### **78.1**

The Collective Agreement shall come into effect on the date it is signed and shall have no retroactive effect except where specifically mentioned. It will terminate on October 15, 2021.

The Agreement shall then be automatically renewed year to year unless one of the Parties submits the notice provided in clause 79.1.

The Employer and the Union, by mutual agreement, may at any time add or strike amendments to this Agreement, or replace or otherwise correct, in whole or in part, the article they deem unsatisfactory.

### **78.2**

Article 61 is the only article with retroactive effect and applies only to Employees who are employed at the time the Collective Agreement is signed.

For Employees still employed at the time the Collective Agreement is signed, salary retroactivity applies to the scales:

- for members of the former CUPE 675 Unit: as of September 21, 2015;
- for members of the former STARF-CUPE 5757 Unit: as of April 1, 2014;
- for members of the former SCRC Unit: as of March 1, 2015.

In the case of Employees who are no longer employed by the Employer on the date this Collective Agreement is signed, it is understood that they are not entitled to any retroactivity of any kind whatsoever or payment in lieu.



## **Article 79 – NOTICE OF NEGOTIATION AND RENEWAL OF THE COLLECTIVE AGREEMENT**

### **79.1**

The Party that wishes to negotiate a new Collective Agreement prior to the expiry of this Agreement shall give notice to the other Party by registered mail within four (4) months prior to the expiry date of this Agreement.

### **79.2**

This Agreement shall remain in effect until the conclusion of a new agreement or until the right to strike or lockout is exercised.

### **79.3**

The Parties may be assisted by outside consultants in the negotiation of a new collective agreement.

## Article 80 – CONCLUSION

### 80.1

The Parties acknowledge that if one of the provisions of this Agreement is declared inconsistent with Canadian legislation, a decree or a regulation, the said provision shall be deemed null and void to the extent that it is contrary to the statutes and shall be applied in such a manner as to be consistent with the law, until the Parties are able to agree on new provisions or until a new collective agreement can be negotiated.

All the other provisions of this Agreement shall remain in effect.

### 80.2

The Parties to this Agreement declare that it contains responsibilities and obligations for each Party, which they undertake to respect.

Montreal, October 15, 2018

**FOR THE UNION OF  
CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ  
COMMUNICATIONS DE  
RADIO-CANADA**

**FOR THE**

\_\_\_\_\_  
JOHANNE HÉMOND  
President

\_\_\_\_\_  
MICHEL BISSONNETTE  
Senior Vice-President, Radio-Canada

\_\_\_\_\_  
BRUNO BOUTIN

\_\_\_\_\_  
MONIQUE MARCOTTE  
Vice-President, People and Culture

\_\_\_\_\_  
JEAN-ANN BOUCHARD

\_\_\_\_\_  
JEAN-FRANÇOIS ALBERT  
Executive Director, Human Resources  
and Labour Relations

\_\_\_\_\_  
MARIE-ANDRÉE CHARRON

\_\_\_\_\_  
BENOIT BEAULNE  
Senior Director, Productions

\_\_\_\_\_  
JONATHAN DUMONT

\_\_\_\_\_  
LUC BENOIT  
Executive Director, Operations,  
Administration and Processing

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SOPHIE JUBINVILLE

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BENOIT LADOUCEUR  
Senior Director, Industrial Relations  
Spokesperson, Radio-Canada

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MICHEL LABRIE

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SYLVAIN SCHREIBER  
Assistant Executive Director, Information

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YVON LAPORTE

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NATHALIE LAMOUREUX  
Senior Director, Budgeting and Internal  
Reports

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JÉRÔME LABEL

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JEAN FRANÇOIS RIOUX  
Executive Director, Regional Services

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MARIO NORMANDIN

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MARTIN OUELLET

## SECTION XIX – APPENDICES AND LETTERS OF AGREEMENT

### Appendix A – WORK SYSTEM

#### Unauthorized meals

In order to ensure the availability of Employee groups at times when meal breaks are not authorized, the Employer may assign Employees in accordance with the following provision:

- a) When Employees are not authorized to take time off work for their meal break because of their assignment, this period shall be paid and is an integral part of the work day. In this case, breaks can be accumulated at the rate of eight (8) minutes per hour worked. Breaks may be taken continuously (if the tasks to be performed so allow) or in separate blocks. Employees shall remain available to respond to operational needs.
- b) If Employees are not authorized to take all of their breaks in full in the course of their work day, they shall inform their manager, and the manager shall authorize payment at the applicable rate for the portion of breaks that is not taken.
- c) Employees covered by this section are not subject to section 37.3 (Breaks).
- d) This provision shall apply consistently to the following Employee groups:
  - cameraman JE
  - maintenance technician/remote areas
  - TV technician – signal transmission JE
- e) The Employer may apply this provision to other Employee groups as needed, with the agreement of the Union.

## **Appendix B – GUARANTEED EMPLOYMENT, EMPLOYEES HIRED BEFORE DECEMBER 1983**

The Parties agree that article 31.1 of the STARF-CUPE 5757 Collective Agreement effective from April 1, 2013, to March 31, 2014; article 24.7 of the CUPE 675 Collective Agreement effective from September 26, 2010, to September 20, 2015; and article 32.10 of the SCRC Collective Agreement effective from October 1, 2012, to February 28, 2015, shall apply to this Collective Agreement.

(STARF-CUPE 5757) 31.1 Guaranteed employment, Employees hired before December 1983

When the Corporation decides to make a significant reduction to its operations at a location, there shall be no layoff, termination of employment, or salary reduction for STRF and NABET Employees who were on staff as of December 1, 1983, and for CUPE Employees who were on staff as of December 31, 1983, and who are still on staff on the date this Collective Agreement is signed, provided they have completed their probationary period.

(CUPE 675) 24.7

No Employee of the Corporation as of December 31, 1983, who is still employed by the Corporation when this Collective Agreement is signed, without interruption of service, shall have their salary reduced during the term of this Agreement as a result of staff reductions.

All regular Employees:

i) who decline an offer to be reassigned or transferred to a vacant position in the Bargaining Unit at one of the Corporation's locations in Quebec or Moncton, where such possibility exists, and who cannot bump another Employee;

or

ii) who decline an offer to be bumped to the Bargaining Unit at one of the Corporation's locations in Quebec or Moncton;

shall be laid off in accordance with the terms and

conditions of paragraph 24.15. (SCRC) 32.10

The Parties recognize that Employees who previously had "protected status" in accordance with the CUPE Collective Agreement, and who were included in this Bargaining Unit through the ruling on May 18, 1982, of the Canada Labour Relations Board, will be given the following rights for the duration of this Collective Agreement.

If the position they occupy is declared redundant, they will have the right to bump a more junior employee as per sections 32.3 and 32.5, subject to the "protected" Employee having the demonstrated ability and qualifications to perform the duties of the junior person.

Protected Employees who may be laid off shall be subject to a specific trial and training period established by the Parties, for a maximum duration of nine (9) months, to enable the Employee to acquire the necessary qualifications to perform the tasks of a position identified by the joint committee.

If there is no one to bump or the Corporation does not find a job for the "protected" Employee, the Employee shall be laid off and given four (4) weeks' pay for each year of continuous service. The Employee shall have reinstatement rights in accordance with section 32.9.

If the "protected" Employee refuses to bump someone or rejects a vacant position, the Employee will be laid off and given four (4) weeks' pay for each year of continuous service. Because a refusal of employment has occurred, reinstatement rights described in section 32.9 will not be granted.

## Appendix C – PHASED RETIREMENT

Notwithstanding article 76, Employees eligible for retirement leave of three (3) months or more also have the following option:

### Definition

Phased retirement enables eligible Employees to reduce their regular work schedule by receiving part of their severance pay (provided in article 76) as partial retirement leave. Phased retirement consists of a portion (50%) of time worked and a portion (50%) of partial retirement leave.

### Terms and conditions

1. To be eligible for the phased retirement option, full-time permanent Employees must be eligible for severance pay of three (3) to six (6) months' pay, subject to the parameters provided for each of the former union units (SCRC, STARF-CUPE 5757, CUPE 675).
2. The phased retirement option comes into effect upon the signing of the Agreement. Employees must give advance notice of three (3) months and must have the relevant information at their disposal at the time of applying. The first phased retirement under this agreement is therefore possible beginning the third (3<sup>rd</sup>) month after the Collective Agreement is signed.
3. The Corporation has one (1) month to definitively approve or deny the application. If it denies the application, the Corporation shall notify the Employee of the reasons in writing. The Corporation's decision and reasons cannot be subject to a grievance.
4. When an application is approved and an agreement is signed between the Parties, the decision cannot be revoked, and the relevant information cannot be changed by either Party. This includes the date of leaving for retirement, the predetermined work schedule and the duration of the partial retirement leave that cannot be changed.
5. The phased retirement shall begin on the first (1<sup>st</sup>) of a month and shall end at the end of a month. The portion of partial retirement leave must always be fifty percent (50%) of the regular schedule as indicated in the table below:

Indemnité de cessation d'emploi (arrondi au mois)	Départ progressif à la retraite		Balance d'indemnité à payer et/ou Congé de retraite
	« Temps travaillé »	« Congé de retraite partiel »	
3 mois	2 mois @ 50%	2 mois @ 50%	2 mois
	4 mois @ 50%	4 mois @ 50%	1 mois
4 mois	2 mois @ 50%	2 mois @ 50%	3 mois
	4 mois @ 50%	4 mois @ 50%	2 mois
	6 mois @ 50%	6 mois @ 50%	1 mois
5 mois	2 mois @ 50%	2 mois @ 50%	4 mois
	4 mois @ 50%	4 mois @ 50%	3 mois
	6 mois @ 50%	6 mois @ 50%	2 mois
6 mois	2 mois @ 50%	2 mois @ 50%	5 mois
	4 mois @ 50%	4 mois @ 50%	4 mois
	6 mois @ 50%	6 mois @ 50%	3 mois

6. At the end of the phased retirement period, the balance of severance pay not used during the partial retirement leave shall be paid in the form of a lump sum and/or retirement leave.

7. The schedule during periods of time worked and partial retirement leave must be predetermined. These days shall remain the same for the duration of the phased retirement and cannot be changed.

8. Contributions to the CBC/Radio-Canada benefits plans shall be deducted during the phased retirement, except for LTD.

9. Employees are not eligible for long-term disability (LTD) for the duration of the phased retirement period, do not pay the applicable premiums and cannot submit an LTD claim.

10. The duration of the phased retirement is considered to be a period of service for the purposes of the CBC/Radio-Canada Pension Plan, up to the limits provided in the plan. Consequently, contributions to the plan shall be deducted.

11. The mandatory deductions shall be taken for the duration of the phased retirement.

12. For the duration of the partial retirement leave:

- Employees cannot take any other form of leave, including annual leave, statutory holidays, special leave and short- or long-term disability leave, regardless of the circumstances; the period of partial retirement leave is not considered to be a period of service for the purposes of calculating the severance pay amount or long service awards.

13. For the duration of time worked:

- The period of time worked is not considered to be a period of service for the purposes of calculating severance pay;
- Employees shall accrue annual leave in proportion to time worked; following an agreement with their supervisor, Employees may take the annual leave thus accrued;
- Employees are entitled to short-term disability leave; however, they must present a medical certificate as of the fourth (4<sup>th</sup>) consecutive day of sick leave.



## **Appendix D – TRANSITIONAL SENIORITY MEASURES**

1. The Parties shall determine the seniority of Employees on staff the day preceding the entry into force of this Agreement by applying the rules of their respective former collective agreements.
  - CUPE 675 and STARF-CUPE 5757 Employees: the number of days without interruption of service.
  - SCRC Employees: seniority shall be determined as of March 31, 2018, taking into account the 195-day rule in effect in the previous collective agreement, and shall subsequently accrue in accordance with the provisions of section 22.2 of this Agreement.
2. When an Employee has held two (2) statuses in succession, seniority is calculated for the two (2) statuses in accordance with the rules of their previous collective agreements, and the Employee shall be granted the greater of the two.
3. Within thirty (30) days of the Collective Agreement being signed, the Employer shall provide the Union with the seniority list established based on the above parameters.
4. Within thirty (30) days of receiving the seniority list provided in paragraph 3 of this appendix, the Union shall provide the Employer with the corrections it deems necessary, along with detailed reasons to justify the recommended corrections. Seniority that has not been disputed is final and cannot be disputed by way of grievance.
5. The Employer shall make its decision within fifteen (15) days, and Employees may dispute that decision in accordance with the grievance process provided for in the Agreement.

**Appendix E – TRANSITIONAL MEASURES FOR STAFFING POSITIONS FROM THE FORMER  
STARF-CUPE 5757 BARGAINING UNIT**

Positions in the former STARF-CUPE 5757 Bargaining Unit left vacant in the six (6) months following the entry into force of the Collective Agreement as a result of retirement or effective retirement shall be granted, if filled, to the Employees of the Unit who possess the appropriate qualifications and competencies for the position. When candidates have equivalent qualifications and competencies, the Employer shall give preference to the Employee with the most seniority.

## **Appendix F – JOINT JOB EVALUATION COMMITTEE**

Considering the ruling of the Canada Industrial Relations Board 2015 CCRI 741 (RD741) and the evolution of the work within the Corporation, the Parties agree that there is a need to revise job descriptions and establish a job evaluation system.

Whereas the Parties want to establish a salary structure that is consistent with the Corporation's values and mission, the Parties agree to the following:

1. The creation of a Joint Job Evaluation Committee consisting of a total of six (6) people, three (3) of whom are to be designated by the Union.
2. The members of the Joint Job Evaluation Committee shall be designated by each of the two Parties within four (4) weeks after the signing of the Collective Agreement.

The Committee's work shall begin following the designation of the Joint Committee members and no later than one (1) month after their designation. The establishment of the new structure and the revision of existing job descriptions shall be completed by the expiry of the Collective Agreement, at the latest.

3. The Parties may appoint a contact person to assist them with their duties.
4. The Employer shall release without loss of salary or leave credits three (3) representatives appointed by the Union to participate in all Joint Committee meetings. In addition, for all Union representatives, the Employer shall assume ninety (90) days of release for all of the Union's preparatory work.
5. All meetings between the Parties on the Committee shall be recorded in minutes by the Employer and signed by the two (2) Parties.
6. The Committee's role is, primarily, to:
  - a) establish or revise the job evaluation system and the weighting;
  - b) evaluate jobs, considering internal and external comparators;
  - c) revise all existing job descriptions according to the job evaluation process;
  - d) establish all rules enabling the Committee to carry out its work effectively;
  - e) establish a salary structure;
  - f) evaluate any new or modified job in accordance with section 60.4 and following implementation of the new salary structure;
  - g) establish terms and conditions for integrating the salary structure;
  - h) respond to requests for revision under article 60.

7. The majority decisions of the Committee are final and binding and may not be subject to grievance.

8. No Employee shall receive a salary reduction as a result of a job evaluation process or a modification to the evaluation system. In these cases, Employees shall retain their salary until the salary scale catches up to their current remuneration.

9. The integration of adjustments to the new salary structure shall be carried out by the Joint Committee and cannot be subject to arbitration.

10. The evaluation system and all documents associated with the process are binding on the Parties. They can be modified only by mutual agreement. The Parties agree to retain all relevant documentation.

11. At the end of the job evaluation process, a Party may submit unresolved disputes to an arbitrator regarding the classification of a job by the Joint Committee. This arbitrator shall be appointed in accordance with article 20 of the Collective Agreement.

12. The arbitrator's powers shall be exercised in accordance with the terms and conditions of section 60.5.

13. For jobs for which there is an agreement, the adjustment of salaries and integration to the new scales shall come into effect when the Joint Committee's work is complete.

For other jobs for which a dispute was submitted to arbitration, the adjustment of salaries and integration of the new scales shall come into effect when the arbitrator makes a final decision.

14. Aside from the costs associated with integrating the new scale, it is understood that the revision described in this Agreement must respect the financial parameters set by the Corporation before being implemented.

15. Within ninety (90) days of legal provisions on pay equity being adopted, the Joint Committee shall ensure that the requirements of the legislation are met.

## Appendix G – GRIEVANCE FORM

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

### GRIEVANCE/GRIEF

Location and Grievance No. / <i>Lieu et no du grief</i>
Agreement involved / <i>Convention visée</i> <i>STARF/SRC</i>
Article Number(s) involved / <i>Article(s) visée(s)</i>

**GRIEVANCE / EXPOSÉ DU GRIEF:**

Grievor's Supervisor:  
*Chef de service du plaignant:*

Has grievance been discussed with Supervisor?  
*Le grief a-t-il été porté à l'attention du chef de service?*

Yes       Non   
Oui       Non

By whom? / *Par qui?*

**ROCESSED (For office use only)**  
**TRAITEMENT (à l'usage exclusif du bureau)**

Local meeting no / <i>No de la réunion locale</i>	Date
Action / <i>Suite</i>	
Second Step / <i>Deuxième étape</i>	Date
Action / <i>Suite</i>	
Type of grievance / <i>Nature du grief</i>	

### SIGNATURES

Grievor / *Le plaignant*

Representative / *Le Délégué*

*Date*

**LETTER OF AGREEMENT – WEB EDITOR POSITION**

**LETTER OF**

**AGREEMENT**

**BETWEEN**

**CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ RADIO-CANADA**  
(Hereinafter, the "Employer")

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA**  
(Hereinafter, the "SCRC")

(Hereinafter, collectively the "Parties")

**SUBJECT: Web Editor position**

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**CONSIDERING** the current negotiations leading to the entry into force of a new Collective Agreement binding the Employer and the SCRC;

**CONSIDERING** the Agreement signed on September 19, 2018 between the Employer and the SCRC on specific conditions for contract Employees (Article 48);

**THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is an integral part of this Agreement.
2. The Employer agrees to analyze operational needs within three (3) months following the signing of the Collective Agreement and to create one or more job descriptions to specify the tasks associated with the Web Editor position currently described in article 48.
3. Under the circumstances, the Employer shall apply the provisions of article 60 of the new Collective Agreement concerning job evaluations and descriptions.
4. Based on the evaluation of needs, a minimum of twenty-five percent (25%) of new positions shall be considered permanent positions.
5. In cases where permanent Employee status is assigned to one or more newly created positions, section 48.1 shall apply.
6. The Employer reserves the right to keep contract Employees in newly created permanent positions as long as it respects the guarantee of twenty-five percent (25%) of permanent positions, as provided in paragraph 4.

7. The Employer reserves the right to maintain one or more newly created positions as contract positions.
8. In exceptional cases and independent of the status of the identified positions, the Employer shall meet the identified needs in accordance with the terms and conditions set out in articles 23 and 24 of the new Collective Agreement.
9. The newly created positions shall be assigned first to Employees currently occupying the Web Editor position who have the qualifications and competencies required for the position.
10. Employees who obtain a permanent position must undergo a probationary period as provided in section 27.1 of the new Collective Agreement. For this process, this probationary period is set at one hundred and thirty (130) days worked, with the possibility of being extended by a maximum of eighty (80) days worked. Employees can be confirmed in their position at any time before the end of the period of one hundred and thirty (130) days worked.

Employees shall be confirmed in their position without having to undergo a probationary or trial period when seventy-five percent (75%) of the tasks of the new and former positions are similar and comparable and represent the same percentage of time worked.

11. Employees who cannot obtain one of the new positions or maintain contract status during a first hiring process may apply to a second posting.
12. Employees who still have not obtained an available position in either of the two hiring processes shall receive four (4) weeks' advance notice or, failing that, equivalent compensation.
13. Moreover, if the Employer must terminate the current Web Editor contract before the end of the periods mentioned above, Employees shall receive compensation corresponding to the higher of the following payments: a lump sum as provided in section 48.17 or a payment equivalent to the remaining portion of their contract.

IN WITNESS WHEREOF, the Parties have signed at Montreal, this \_\_<sup>xx</sup> day of the month of XX,  
\_\_\_\_\_ 2018.

\_\_\_\_\_  
**JOHANNE HÉMOND**  
For the SCRC

\_\_\_\_\_  
**BENOIT LADOUCEUR**  
For the Employer

**LETTER OF AGREEMENT – IMPLEMENTING A WORKING COMMITTEE FOR THE  
RESEARCHER POSITION**

**LETTER OF**

**AGREEMENT**

**BETWEEN**

**CBC/RADIO-CANADA**  
(Hereinafter, the "Employer")

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA**  
(Hereinafter, the "SCRC")

(Hereinafter, collectively the "Parties")

**SUBJECT: Implementing a Working Committee for the Researcher position**

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- CONSIDERING** the current negotiations leading to the entry into force of a new Collective Agreement binding the Employer and the SCRC;
- CONSIDERING** the discussions between the Parties concerning the Researcher position;
- CONSIDERING** the Parties' desire to sign a new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is an integral part of this Agreement.
2. Within three (3) months following the signing of the new Collective Agreement, the Parties shall establish a working committee to discuss and make recommendations on the Researcher position and the employment status associated with that position.
3. To participate in the working committee meetings, the Employer shall release, without loss of salary or leave credits, three (3) representatives appointed by the SCRC.
4. The Parties shall determine the committee's functioning and schedules for the progress of the work.



IN WITNESS WHEREOF, the Parties have signed at Montreal, this \_\_\_<sup>xx</sup> day of the month of XX,  
\_\_\_\_\_2018.

\_\_\_\_\_  
**JOHANNE HÉMOND**  
For the SCRC

\_\_\_\_\_  
**BENOIT LADOUCEUR**  
For the Employer

**LETTER OF AGREEMENT – CALLBACK LIST (COUNTER) INTEGRATION PROCESS**

**LETTER OF  
AGREEMENT  
BETWEEN**

**CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ RADIO-CANADA**  
(Hereinafter, the "Employer")

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA**  
(Hereinafter, the "SCRC")

(Hereinafter, collectively the "Parties")

**SUBJECT: Callback list (counter) integration process**

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**CONSIDERING** the current negotiations leading to the entry into force of a new Collective Agreement binding the Employer and the SCRC;

**CONSIDERING** the discrepancy in the rules applicable to the three (3) former Bargaining units concerning the callback lists (counter);

**CONSIDERING** the need to standardize these rules to give full effect to the provisions set forth in article 47.

**THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is an integral part of this Agreement.
2. Within sixty (60) days following the signing of the new Collective Agreement, the Parties shall discuss and come to an agreement on the rules for standardizing the callback lists (counter).
3. If the two Parties find that an agreement is imminent, they may, by mutual agreement, extend the deadline provided in paragraph 2.
4. If the Parties fail to come to an agreement by that deadline, the matter shall be submitted to an arbitrator through an accelerated arbitration process, and the arbitrator shall standardize the application of the rules and unify the callback lists (counter).
5. The arbitrator must make a decision within ninety (90) days of the date the matter is submitted. The Parties must apply the arbitrator's decision as soon as possible.

IN WITNESS WHEREOF, the Parties have signed at Montreal, this \_\_<sup>xx</sup> day of the month of XX,  
\_\_\_\_\_ 2018.

\_\_\_\_\_  
**JOHANNE HÉMOND**  
For the SCRC

\_\_\_\_\_  
**BENOIT LADOUCEUR**  
For the Employer

**LETTER OF AGREEMENT – CONSULTATIVE COMMITTEE ON STAFF BENEFITS  
(hereinafter, the "CCSB")**

**LETTER OF  
AGREEMENT  
SCRC-2018-7**

**BETWEEN CANADIAN BROADCASTING  
CORPORATION/SOCIÉTÉ RADIO-CANADA**

(Hereinafter, the "Employer")

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA  
(Hereinafter, the "SCRC")**

(Hereinafter, collectively the "Parties")

**SUBJECT: Consultative Committee on Staff Benefits (hereinafter, the "CCSB")**

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- CONSIDERING** the ruling of the Canada Industrial Relations Board on July 3, 2015;
- CONSIDERING** the expiry of the Collective Agreement of the SCRC on September 30, 2012, of the STARF-CUPE 5757 on March 31, 2014, and of the CUPE 675 on September 20, 2015;
- CONSIDERING** the SCRC's proposal in the current negotiation of a new collective agreement with the Employer, to reproduce a text similar to that of *Appendix F – Consultative Committee on Staff Benefits* (hereinafter, "Appendix F") of the former SCRC Collective Agreement;
- CONSIDERING** the Employer's desire to modify the text of "Appendix F";
- CONSIDERING** the need to discuss the situation with all unions participating in the CCSB;
- CONSIDERING** the Employer's desire not to delay the progress of current negotiations with the SCRC;

**CONSIDERING**

Appendix D of the Memorandum of Understanding (2008) setting out the roles and powers of the Consultative Committee on Staff Benefits (hereinafter, the "CCSB") and the commitment, under the said Appendix, to have the CCSB or a sub-committee examine the provisions of collective agreements to review the CCSB's functioning and ensure a consistent, harmonized and appropriate process for all Parties involved;

**CONSIDERING**

the absence, to date, of such a review.

**THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is an integral part of this Agreement;
2. Following the signing of the new Collective Agreement, a working committee representing the Employer and all the Employer's unions participating in the CCSB shall be established by means of a letter of agreement to discuss a possible review of the functioning of the CCSB and to ensure a consistent, harmonized and appropriate process for all Parties involved;
3. The conclusions of said working committee shall be an integral part of the new Appendix F;
4. In the meantime, that is, between the date the new Collective Agreement comes into effect and the date an agreement is made among the unions participating in the CCSB, the Parties shall maintain the status quo concerning the functioning of the CCSB.

IN WITNESS WHEREOF, the Parties have signed at Montreal, this \_\_<sup>xx</sup> day of the month of XX,  
\_\_\_\_\_ 2018.

\_\_\_\_\_  
**JOHANNE HÉMOND**  
For the SCRC

\_\_\_\_\_  
**BENOIT LADOUCEUR**  
For the Employer

**LETTER OF AGREEMENT – CONSULTATIVE COMMITTEE ON STAFF BENEFITS (hereinafter, the "CCSB") – TEMPORARY MAINTENANCE OF CERTAIN PROVISIONS FROM PAST COLLECTIVE AGREEMENTS**

**LETTER OF  
AGREEMENT  
BETWEEN**

**CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ RADIO-CANADA**  
(Hereinafter, the "Employer")

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA**  
(Hereinafter, the "SCRC")

(Hereinafter, collectively the "Parties")

**SUBJECT: Consultative Committee on Staff Benefits (hereinafter, the "CCSB") – Temporary maintenance of certain provisions from past collective agreements**

---

**CONSIDERING** the letter of agreement on the CCSB signed by the Parties;

**THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is an integral part of this Agreement.
2. It was agreed that between the date the new Collective Agreement comes into effect and the date an agreement is made among the unions participating in the CCSB, the Parties shall maintain the status quo concerning the functioning of the CCSB.
3. Moreover, the following provisions shall be maintained until an agreement is made binding the unions participating in the CCSB concerning the application of the following provisions, without any admission by the Employer:
  - Section 55.3.5 of the Collective Agreement of the Syndicat des communications de Radio-Canada effective October 13, 2009, shall continue to apply until Appendix D of the Memorandum of Understanding (2008) of the CCSB is revised.
  - The Bargaining Unit is entitled, through its representatives on the CCSB, to participate in the election of a Union representative to sit on the claims resolution committee, which reviews applications for long-term disability benefits and may, where a claim involves an Employee, appoint a Union representative to sit in on this particular resolution of the claims.

- Section 66.9 of the Collective Agreement of the Syndicat des technicien(ne)s et artisan(e)s du réseau français de Radio-Canada effective April 1, 2013, to March 31, 2014, shall continue to apply until Appendix D of the Memorandum of Understanding (2008) of the CCSB is revised.
- The Employer has agreed to use any savings resulting from changes made to the various benefits programs to enhance current benefits or to introduce new benefits, as agreed to by the CCSB.
- Section 52.3 of the Collective Agreement of the Canadian Union of Public Employees, local 675, effective December 17, 2010, shall continue to apply until Appendix D of the Memorandum of Understanding (2008) of the CCSB is revised.
- As any claim for benefits is subject to review by the insurers before being approved or applied, any disputes can be submitted to the CCSB for review and recommendation. When an application for review involves a member of the Bargaining Unit, the Union may appoint a representative to sit on the claims resolution committee when reviewing this particular case.

IN WITNESS WHEREOF, the Parties have signed at Montreal, this \_\_<sup>xx</sup> day of the month of XX,  
\_\_\_\_\_2018.

\_\_\_\_\_  
**JOHANNE HÉMOND**  
For the SCRC

\_\_\_\_\_  
**BENOIT LADOUCEUR**  
For the Employer

**LETTER OF AGREEMENT – CHANGES TO THE PENSION PLAN**

**LETTER OF**

**AGREEMENT**

**BETWEEN**

**CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ RADIO-CANADA**  
(Hereinafter, the "Employer")

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA**  
(Hereinafter, the "SCRC")

(Hereinafter, collectively the "Parties")

**SUBJECT: Changes to the Pension Plan**

---

**CONSIDERING** the current negotiations leading to the entry into force of a new Collective Agreement binding the Employer and the SCRC;

**CONSIDERING** the efforts to integrate working conditions by the Parties in the negotiation of the new Collective Agreement;

**CONSIDERING** that certain provisions regarding certain Employee groups' participation in and eligibility for the Pension Plan have been discussed by the Parties;

**CONSIDERING** that, if changes must be made to the Pension Plan, the approval of the Board of Directors and the appropriate government department is required;

**CONSIDERING** the Parties' desire to sign a new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is an integral part of this Agreement;
2. In the event that certain provisions of the Collective Agreement modify the conditions concerning participation in and eligibility for the Pension Plan, the entry into force of these provisions is subject to the approval of the Board of Directors and the appropriate government department.
3. Consequently, the date of entry into force of any provision requiring such approval shall be within thirty (30) days of the favourable decisions, if applicable, set forth in the preceding paragraph.



IN WITNESS WHEREOF, the Parties have signed at Montreal, this \_\_\_<sup>xx</sup> day of the month of XX,  
\_\_\_\_\_2018.

\_\_\_\_\_  
**JOHANNE HÉMOND**  
For the SCRC

\_\_\_\_\_  
**BENOIT LADOUCEUR**  
For the Employer

**LETTER OF AGREEMENT – IMPLEMENTING A WORKING COMMITTEE FOR TEMPORARY  
UPGRADES AND THE PROMOTION RULE**

**LETTER OF**

**AGREEMENT**

**BETWEEN**

**CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ RADIO-CANADA**  
(Hereinafter, the "Employer")

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA**  
(Hereinafter, the "SCRC")

(Hereinafter, collectively the "Parties")

**SUBJECT: Implementing a Working Committee for temporary upgrades and  
the promotion rule**

---

**CONSIDERING** the current negotiations leading to the entry into force of a new Collective Agreement binding the Employer and the SCRC;

**CONSIDERING** the discussions concerning the application of the provisions on temporary upgrades and the promotion rule stipulating that Employees shall automatically advance in level on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) full pay period in the month of the anniversary date of their promotion;

**CONSIDERING** the establishment of new salary scales under paragraph 6e) of Appendix F;

**CONSIDERING** the Parties' desire to ensure the efficiency of replacements for certain positions and sufficient availability to meet operational needs;

**CONSIDERING** the Parties' desire to sign a new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is an integral part of this Agreement.
2. Following the signing of the new Collective Agreement, the Parties shall meet to identify the positions associated with the former SCRC Unit for which, as of the signing of this Agreement, the new promotion rule applying to temporary upgrades might exacerbate issues related to replacements for certain positions.

3. In cases that are subject to an agreement between the Parties, the Parties agree to apply, on a transitional basis, the promotion rule of the former collective agreement between the Employer and the former SCRC Unit.
4. When the new salary scales come into effect, the Parties agree to apply the rule provided in section 62.5 of the new Collective Agreement.

IN WITNESS WHEREOF, the Parties have signed at Montreal, this \_\_\_<sup>xx</sup> day of the month of XX,  
\_\_\_\_\_ 2018.

\_\_\_\_\_  
**JOHANNE HÉMOND**  
For the SCRC

\_\_\_\_\_  
**BENOIT LADOUCEUR**  
For the Employer

**LETTER OF AGREEMENT – MEDIATION/ARBITRATION PROCESS FOR PENDING CASES**

**LETTER OF**

**AGREEMENT**

**BETWEEN**

**CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ RADIO-CANADA**  
(Hereinafter, the "Employer")

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA**  
(Hereinafter, the "SCRC")

(Hereinafter, collectively the "Parties")

**SUBJECT: Mediation/arbitration process for pending cases**

---

**CONSIDERING** the current negotiations leading to the entry into force of a new Collective Agreement binding the Employer and the SCRC;

**CONSIDERING** the high volume of grievances filed to date;

**CONSIDERING** the importance of finding solutions to the issues identified by the Parties;

**CONSIDERING** the Parties' desire to sign a new Collective Agreement;

**CONSIDERING** the changes made in article 20 of the new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is an integral part of this Agreement.
2. Within three (3) months of the new Collective Agreement being signed, the Parties shall meet to undertake a mediation/arbitration process in order to reduce the volume of grievances filed prior to the signing of the Collective Agreement.
3. The process shall be subject to a memorandum of understanding providing terms and conditions to be agreed upon by the Parties.
4. The Parties shall agree upon the grievances addressed in this exercise.

IN WITNESS WHEREOF, the Parties have signed at Montreal, this \_\_\_<sup>xx</sup> day of the month of XX,  
\_\_\_\_\_ 2018.

\_\_\_\_\_  
**JOHANNE HÉMOND**  
For the SCRC

\_\_\_\_\_  
**BENOIT LADOUCEUR**  
For the Employer

**LETTER OF AGREEMENT – CLOSED**

**CAPTIONERS/RE-SPEAKERS FROM QUEBEC**

**BETWEEN**

**CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ RADIO-CANADA**  
(Hereinafter, the "Employer")

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA**  
(Hereinafter, the "SCRC")

(Hereinafter, collectively the "Parties")

**SUBJECT: Closed captioners/re-speakers from Quebec**

---

- CONSIDERING** the current negotiations leading to the entry into force of a new Collective Agreement binding the Employer and the SCRC;
- CONSIDERING** article 47 on specific conditions for term (occasional) Employees, which was negotiated as part of the current negotiations;
- CONSIDERING** article 35 on working time, which was negotiated as part of the current negotiations;
- CONSIDERING** the Parties' desire to sign a new Collective Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Notwithstanding the restrictions set out in article 47.2 and the minimum work credit set out in article 35 of this Collective Agreement, the Employer may at any time assign closed captioners/re-speakers in Quebec on schedules of two (2) days and a minimum of four (4) hours a day per week.

IN WITNESS WHEREOF, the Parties have signed at Montreal, this \_\_<sup>xx</sup> day of the month of XX,  
\_\_\_\_\_2018.

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**JOHANNE HÉMOND**  
For the SCRC

---

**BENOIT LADOUCEUR**  
For the Employer

**LETTER OF AGREEMENT – WORK SCHEDULE AND WORK TIME AVERAGING**

**BETWEEN**

**CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ RADIO-CANADA**  
(Hereinafter, the "Employer")

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA**  
(Hereinafter, the "SCRC")

(Hereinafter, collectively the "Parties")

**SUBJECT: Work schedule and work time averaging**

---

**CONSIDERING** the current negotiations leading to the entry into force of a new Collective Agreement binding the Employer and the SCRC;

**CONSIDERING** that the nature of the work for many job titles covered by the Collective Agreement binding the Parties requires work time averaging;

**CONSIDERING** the importance of finding solutions to the issues identified by the Parties;

**CONSIDERING** the Parties' desire to sign a new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is an integral part of this Agreement.
2. Within three (3) months following the signing of the new Collective Agreement, the Parties shall establish a working committee to discuss and make recommendations on the issues associated with work time averaging.
3. To participate in the working committee meetings, the Employer shall release, without loss of salary or leave credits, three (3) representatives appointed by the SCRC.
4. The Parties shall determine the committee's functioning and schedules for the progress of the work.

IN WITNESS WHEREOF, the Parties have signed at Montreal, this \_\_\_<sup>xx</sup> day of the month of XX,  
\_\_\_\_\_ 2018.

\_\_\_\_\_  
**JOHANNE HÉMOND**  
For the SCRC

\_\_\_\_\_  
**BENOIT LADOUCEUR**  
For the Employer

**LETTER OF AGREEMENT – POSTING VACANT PERMANENT POSITIONS**

**BETWEEN**

**CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ RADIO-CANADA**  
(Hereinafter, the "Employer")

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA**  
(Hereinafter, the "SCRC")

(Hereinafter, collectively the "Parties")

**SUBJECT: Posting vacant permanent positions as of September 19, 2018**

---

- CONSIDERING** the current negotiations leading to the entry into force of a new Collective Agreement binding the Employer and the SCRC;
- CONSIDERING** the requests made by the SCRC regarding vacant permanent positions;
- CONSIDERING** the Employer's evaluation of operational needs;
- CONSIDERING** the Parties' desire to sign a new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is an integral part of this Agreement.

Posting vacant permanent positions

2. Within three (3) months of the entry into force of the new Collective Agreement, and in accordance with the discussions between the Parties concerning vacant permanent positions as of September 19, 2018, the Employer shall post vacant positions that have not yet been posted or that have not been filled prior to the expiry of the deadline of three (3) months provided for in this paragraph. These positions shall be filled according to the process provided for in article 24 of the new Collective Agreement.



STARF-CUPE 5757 – Vacant permanent positions as of September 19,  
2018 27 positions to be filled

POSITION	TITLE	DEPT.	SAL_GRP
08654	CAMERAMAN	PROD. - TELEVISION PRODUCTIONS	STARF - GROUP 7
85920	INTERMEDIATE CAMERAMAN (STUDIO)	PROD. - TELEVISION PRODUCTIONS	STARF - GROUP 9
09075	CAMERAMAN JE/VL	REGIONS - ACADIE TÉLÉ	STARF - PREMIUM ASSIGNMENT 9+
63204	CAMERAMAN JE/VL	PROD. - INFO. PRODUCTIONS	STARF - PREMIUM ASSIGNMENT 9+
90LR6	KEY GRIP (STAGES)	PROD. - TELEVISION PRODUCTIONS	STARF - GROUP 6
41043	LEAD TECHNICIAN	PROD. - MEDIA POSTPROD.	STARF - GROUP 11
41163	LEAD TECHNICIAN	PROD. - MEDIA POSTPROD.	STARF - GROUP 11
81980	LEAD TECHNICIAN	REGIONS - QUÉBEC TÉLÉ	STARF - GROUP 11
907UA	LEAD TECHNICIAN	PROD. - TELEVISION PRODUCTIONS	STARF - GROUP 11
09028	PRODUCTION DESIGN EDITOR	PROD. - INFO. PRODUCTIONS	STARF - GROUP 10
907JS	PRODUCTION EDITOR	PROD. - INFO. PRODUCTIONS	STARF - GROUP 9
90ECK	SOUND TECHNICIAN	PROD. - INFO. PRODUCTIONS	STARF - PREMIUM ASSIGNMENT 7+
9164X	GENERAL MTCE. TECH. - MOBILE BROADCASTING FLEET	PROD. - INFRAS. AND TECHNOLOGY	STARF - GROUP 11
53052	TV TECH. SIGNAL TRANSMISSION (JE)	PROD. - INFO. PRODUCTIONS	STARF - GROUP 10
68339	SERVER MANAGEMENT TECHNICIAN	PRODUCTION SOLUTIONS	STARF - GROUP 10
09366	ADVANCED MAINTENANCE TECHNICIAN	PRODUCTION SOLUTIONS	STARF - GROUP 12
39785	ADVANCED MAINTENANCE TECHNICIAN	PRODUCTION SOLUTIONS	STARF - GROUP 12
16157	IMAGE CONTROL TECHNICIAN	PROD. - INFO. PRODUCTIONS	STARF - GROUP 7
90GVN	IMAGE CONTROL TECHNICIAN	PROD. - TELEVISION PRODUCTIONS	STARF - GROUP 7
09318	GENERAL MAINTENANCE TECHNICIAN	PROD. - INFRAS. AND TECHNOLOGY	STARF - GROUP 10
09353	GENERAL MAINTENANCE TECHNICIAN	PROD. - INFRAS. AND TECHNOLOGY	STARF - GROUP 10
9150X	GENERAL MAINTENANCE TECHNICIAN	PRODUCTION SOLUTIONS	STARF - GROUP 10
90FN3	SOUND MIXING/PROCESSING TECHNICIAN	PROD. - MEDIA POSTPROD.	STARF - GROUP 9
91VYJ	ASST. TECH. (ANCILLARY LIGHTING SYST.)	PROD. - RADIO PRODUCTIONS	STARF - PREMIUM ASSIGNMENT 3+
912M8	GENERAL MAINTENANCE TECHNICIAN	PRODUCTION SOLUTIONS	STARF - GROUP 10
08999	PRODUCTION DESIGN EDITOR	PROD. - MEDIA POSTPROD.	STARF - GROUP 10
9012	PRODUCTION DESIGN EDITOR	PROD. - MEDIA POSTPROD.	STARF - GROUP 10

CUPE – Vacant permanent positions as of September 19,  
2018 5 positions to be filled

POSITION	TITLE	DEPT.	SAL_GRP
9029T	AGENT - IT, DEPARTMENT A USER	PRODUCTION SOLUTIONS	CUPE - GROUP 14
79994	ASSISTANT, ADMINISTRATION	PROD. - TELEVISION PRODUCTIONS	CUPE - GROUP 13
23385	ASSISTANT, ASSIGNMENT	PROD. - PLANNING RESOURCE MANAGEMENT	CUPE - GROUP 13
9263J	AGENT, ADMINISTRATION	REVENUE - COMMERCIAL - CONTENT	CUPE - GROUP 14
93GTQ	COORDINATOR, SCHEDULES	REVENUE - RESOURCE OPTIM.	CUPE - GROUP 14

SCRC – Vacant permanent positions as of September 19,  
2018 23\* positions to be filled

POSITION	TITLE	DEPT.	SAL_GRP
81664	PRODUCTION METHODS ASSISTANT	INFO. - TV - PRODUCTION	SCRC - BAND 06
81387	PRODUCTION METHODS ASSISTANT	INFO. - TV - PRODUCTION	SCRC - BAND 06
81085	JOURNALIST	INFO. - TÉLÉJOURNAL 18H00	SCRC - BAND 09
84600	NATIONAL REPORTER	INFO. - TV AFF.PUB/REPORT/DOC.	SCRC - BAND 12
81922	LINEUP EDITOR (NATIONAL)	INFO. - RADIO - PRODUCTION	SCRC - BAND 13
86388	LINEUP EDITOR (NATIONAL)	INFO. - RDI	SCRC - BAND 13
90DUB	RADIO PRODUCTION ASSISTANT	(HIST)FIRST - NATIONAL PROG.	SCRC - BAND 06
901TB	RADIO PRODUCTION ASSISTANT	(HIST)FIRST - NATIONAL PROG.	SCRC - BAND 06
83327	PROGRAMMING AND EVALUATION AGENT	TVG - JEUNESSE	SCRC - BAND 08
91882	JOURNALIST	REGIONS - QUÉBEC TÉLÉ	SCRC - BAND 09
90WOU	ASSIGNMENT MANAGER (REGIONAL)	REGIONS - QUÉBEC TÉLÉ	SCRC - BAND 11
90GCE	ASST. LINEUP EDITOR (NATIONAL)	REGIONS - QUÉBEC TÉLÉ	SCRC - BAND 10
901MA	BROADCASTER-RESEARCHER	REGIONS - RADIO QC (SCRC)	SCRC - BAND 07
90LHT	RE-SPEAKER/CLOSED CAPTIONER	PROD. - MEDIA POSTPROD.	SCRC - BAND 07
91NPW	REPORTER, DIGITAL FORMATS	MULTIPLATFORM NEWS	SCRC - BAND 10
92JVM	LINEUP EDITOR (REGIONAL)	REGIONS - ACADIE TÉLÉ	SCRC - BAND 11
81381	TV PRODUCTION ASSISTANT	INFO. - RDI	SCRC - BAND 06
81633	SPECIALIZED REPORTER	REGIONS - TV QC (SCRC)	SCRC - BAND 10
82742	HOST/PRODUCER	INFO. - RCI	SCRC - BAND 11
90HR5	JOURNALIST	INFO. - RDI	SCRC - BAND 09

\*Addition: ASSIGNMENT MANAGER: 3 positions

IN WITNESS WHEREOF, the Parties have signed at Montreal, this \_\_\_<sup>xx</sup> day of the month of XX,  
\_\_\_\_\_ 2018.

\_\_\_\_\_  
**JOHANNE HÉMOND**  
For the SCRC

\_\_\_\_\_  
**BENOIT LADOUCEUR**  
For the Employer

**LETTER OF AGREEMENT – FULL-TIME AND PART-TIME PERMANENT POSITIONS AND  
TEMPORARY UPGRADES (PRODUCTION AND MTIS)**

**LETTER OF AGREEMENT**

**BETWEEN**

**CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ RADIO-CANADA**  
(Hereinafter, the "Employer")

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA**  
(Hereinafter, the "SCRC")

(Hereinafter, collectively the "Parties")

**SUBJECT: Full-time and part-time permanent positions and temporary  
upgrades (Production and MTIS)**

---

**CONSIDERING** the current negotiations leading to the entry into force of a new  
Collective Agreement binding the Employer and the SCRC;

**CONSIDERING** the requests made by the SCRC regarding permanent positions;

**CONSIDERING** the Employer's evaluation of operational needs;

**CONSIDERING** the Parties' desire to sign a new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is an integral part of this Agreement.

**Assignment of full-time permanent positions**

2. Within three (3) months of the signing of the new Collective Agreement, the Employer shall offer a full-time permanent position to Employees covered by this Agreement, for the positions identified below:

<b>Position</b>	<b>Employee Name</b>	<b>Department</b>
Cameraman JE		Production
Cameraman JE		Production
Cameraman JE		Production
Cameraman JE		Production
Cameraman JE		Production
Cameraman JE		Production

Cameraman JE		Production
Cameraman JE		Production
Cameraman JE		Production
Cameraman		Production
Hair Stylist		Production
Design Editor		Production
Design Editor		Production
Design Editor		Production
Design Editor		Production
Design Editor		Production
Design Editor		Production
Design Editor		Production
Design Editor		Production
Design Editor		Production
Design Editor		Production
Design Editor		Production
Design Editor		Production
Design Editor		Production
Design Editor		Production
Design Editor		Production
Design Editor		Production
Design Editor		Production
Production Editor		MTIS
Sound Technician		Production
NCCT		Production
Quality Control Technician		MTIS
Quality Control Technician		MTIS
General Maintenance Technician		MTIS
Systems Management Maintenance Technician		MTIS
Sound Mixing/ Processing Technician		Production
Signal Transmission Technician JE		Production

3. The positions identified in the previous paragraph are not subject to the posting procedure set forth in article 23 of the new Collective Agreement.
4. Within the timeframes provided for in paragraph 2, the Employer shall offer the specified Employees the option of transitioning to permanent status. The specified Employees have four (4) days to confirm their acceptance of the offer. Failure to respond to the Employer within the time specified in this paragraph is considered a refusal.
5. A person refusing the Employer's offer is considered to be a term Employee and shall be entitled to the rights provided for that employment status.
6. A refused position shall be posted in accordance with the terms and conditions of article 23 and filled in accordance with article 24.

7. The seniority of Employees covered by paragraph 2 is established in accordance with article 22 of the new Collective Agreement.
8. Employees covered by paragraph 2 of this Agreement are subject to a trial period as defined in article 28 of the new Collective Agreement.
9. Aside from the rights provided for in this Agreement, the award of full-time permanent status to Employees covered by paragraph 2 does not grant them any retroactive rights.
10. Employees whose names do not appear in this Agreement cannot claim the rights provided herein. No grievance can be filed and no action can be brought concerning the application of this Agreement.

**Creation of full-time permanent positions**

11. Within three (3) months following the signing of the new Collective Agreement, the Corporation shall create the following positions in accordance with articles 23 and 24:

<b>Position</b>	<b>Department</b>	<b>Number of Positions</b>
Switcher/Director	Production	2
Studio Cameraman	Production	1
Fly Systems Operator	Production	1
Design Editor	Production	3
RCT	MTIS	2
Radio Sound Technician	Production	1
Server Management Technician	Production	1

**Creation of part-time permanent positions**

12. Within three (3) months following the signing of the new Collective Agreement, the Corporation shall create fifteen (15) part-time permanent positions (production).
13. These positions shall be filled in accordance with articles 23 and 24 and comply with the parameters set out in article 46 of the new Collective Agreement (Specific conditions for part-time permanent Employees).

**Temporary upgrade**

14. In the month following the signing of the new Collective Agreement, the Employer shall confirm the following Employees in their secondary positions, given that they have been temporarily assigned for over thirty (30) months:

<b>Employee Name</b>	<b>Confirmed Position</b>	<b>Department</b>
	Caméraman JE/VL	Production
	Lead Technician	Production
	Design Editor Production	Production

15. The terms and conditions provided in section 25.4 apply to Employees covered by the previous paragraph.

16. Employees whose names do not appear in this Agreement cannot claim the rights provided herein. No grievance may be filed and no action may be brought concerning the application of this Agreement.

IN WITNESS WHEREOF, the Parties have signed at Montreal, this \_\_\_<sup>xx</sup> day of the month of XX,  
 \_\_\_\_\_ 2018.

\_\_\_\_\_  
**JOHANNE HÉMOND**  
 For the SCRC

\_\_\_\_\_  
**BENOIT LADOUCEUR**  
 For the Employer

**LETTER OF AGREEMENT – FULL-TIME AND PART-TIME PERMANENT POSITIONS AND  
TEMPORARY UPGRADES (REGIONS)**

**LETTER OF AGREEMENT BETWEEN**

**CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ RADIO-CANADA**  
(Hereinafter, the "Employer")

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA**  
(Hereinafter, the "SCRC")

(Hereinafter, collectively the "Parties")

**SUBJECT: Full-time and part-time permanent positions and temporary  
upgrade (Regions)**

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- CONSIDERING** the current negotiations leading to the entry into force of a new Collective Agreement binding the Employer and the SCRC;
- CONSIDERING** the requests made by the SCRC regarding permanent positions;
- CONSIDERING** the Employer's evaluation of operational needs;
- CONSIDERING** the Parties' desire to sign a new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is an integral part of this Agreement.

**Assignment of full-time permanent positions**

2. Within three (3) months of the signing of the new Collective Agreement, the Employer shall offer a full-time permanent position to Employees covered by this Agreement, for the positions identified below:

<b>Position</b>	<b>Employee Name</b>	<b>Region</b>
Production Editor	*	Moncton

\*Appointed Cameraman JE/VL

3. The position identified in the previous paragraph is not subject to the posting procedure set forth in article 23 of the new Collective Agreement.

4. Within the timeframes provided for in paragraph 2, the Employer shall offer the specified Employee the option of transitioning to permanent status. The specified Employee has four (4) days to confirm whether he accepts the offer. Failure to respond to the Employer within the time specified in this paragraph is considered a refusal.

5. If the Employee refuses the Employer's offer, he is considered to be a term Employee and shall be entitled to the rights provided for that employment status.
6. The refused position shall be posted in accordance with the terms and conditions of article 23 and filled in accordance with article 24.
7. The seniority of the Employee covered by paragraph 2 is established in accordance with article 22 of the new Collective Agreement.
8. The Employee covered by paragraph 2 of this Agreement is subject to a trial period as defined in article 28 of the new Collective Agreement.
9. Aside from the rights provided in this Agreement, the award of full-time permanent status to the Employee covered by paragraph 2 does not grant him any retroactive rights.
10. Employees whose names do not appear in this Agreement cannot claim the rights provided herein. No grievance may be filed and no action may be brought concerning the application of this Agreement.

#### **Full-time permanent positions**

11. Within three (3) months following the signing of the new Collective Agreement, the Employer shall post and fill the following positions in accordance with articles 23 and 24:

<b>Position</b>	<b>Region</b>	<b>Number of Positions</b>
Cameraman JE/VL	Québec	3
Lead Technician	Québec	1
Intermediate Sound Technician	Rouyn-Noranda	1
Lineup Editor	Québec	1

#### **Part-time permanent positions**

12. Within three (3) months following the signing of the new Collective Agreement, the Employer shall post two (2) part-time permanent positions. These positions shall be filled in accordance with articles 23 and 24 and comply with the parameters set out in article 46 of the new Collective Agreement (Specific conditions for part-time permanent Employees).

<b>Position</b>	<b>Region</b>	<b>Number of Positions</b>
Journalist	Trois-Rivières	1
Design Editor	Trois-Rivières	1

13. Within three (3) months following the signing of the new Collective Agreement, the Employer shall post two (2) part-time permanent positions. These positions shall be filled in accordance with articles 23 and 24 and comply with the parameters set out in article 46 of the new Collective Agreement (Specific conditions for part-time permanent Employees), except with regard to the basic employment regime of fifty percent (50%) of a full-time position. For the two (2) specified positions, the basic regime is set at two (2) days per week, forty percent (40%).



Position	Region	Number of Positions
Production Assistant	Québec	1
Lineup Editor (Regional)	Saguenay	1

14. Within three (3) months following the signing of the new Collective Agreement, the Employer shall post two (2) permanent part-time closed captioner/re-speaker positions at the Québec station. These positions shall be filled in accordance with articles 23 and 24 and comply with the parameters set out in article 46 of the new Collective Agreement (Specific conditions for part-time permanent Employees). The Letter of Agreement on closed captioners/re-speakers from Quebec does not apply to these two (2) new positions.

Position	Region	Schedule
Closed Captioner/Re-speaker	Québec	Wednesday to Sunday (29.5 hours per week)
Closed Captioner/Re-speaker	Québec	Saturday to Wednesday (27 hours per week)

#### Temporary upgrade

15. In the month following the signing of the new Collective Agreement, the Employer shall confirm the following Employees in their secondary positions, given that they have been temporarily assigned for over thirty (30) months:

Employee Name	Confirmed Position	Region
Luc Berthiaume	General Maintenance Technician	Rouyn-Noranda
Pierre Germain	Lead Technician	Trois-Rivières
Yvon Guignard	Lead Technician	Saguenay
Luc Paradis	Lead Technician	Matane
Martin Rochefort	Lead Technician	Sherbrooke
Carol Voyer	Lead Technician	Rimouski

16. The terms and conditions provided in section 25.4 apply to Employees covered by the previous paragraph.

17. Employees whose names do not appear in this Agreement cannot claim the rights provided herein. No grievance can be filed and no action can be brought concerning the application of this Agreement.

IN WITNESS WHEREOF, the Parties have signed at Montreal, this \_\_\_<sup>xx</sup> day of the month of XX, \_\_\_\_\_ 2018.

\_\_\_\_\_  
**JOHANNE HÉMOND**  
 For the SCRC

\_\_\_\_\_  
**BENOIT LADOUCEUR**  
 For the Employer

**LETTER OF AGREEMENT – CREATING FULL-TIME AND PART-TIME PERMANENT  
POSITIONS (INFORMATION)**

**LETTER OF AGREEMENT BETWEEN**

**CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ RADIO-CANADA**  
(Hereinafter, the "Employer")

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA**  
(Hereinafter, the "SCRC")

(Hereinafter, collectively the "Parties")

**SUBJECT: Creating full-time and part-time permanent positions (Information)**

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- CONSIDERING** the current negotiations leading to the entry into force of a new Collective Agreement binding the Employer and the SCRC;
- CONSIDERING** the requests made by the SCRC regarding permanent positions;
- CONSIDERING** the Employer's evaluation of operational needs;
- CONSIDERING** the Parties' desire to sign a new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is an integral part of this Agreement.

**Creation of full-time permanent positions**

2. Within three (3) months following the signing of the new Collective Agreement, the Employer shall create the following multi-platform positions in accordance with articles 23 and 24:

Position	Number of Positions	Department
Lineup Editor (Espaces autochtones)	1*	Information
Journalist (Espaces autochtones)	1	Information
Lineup Editor National	1	Information
Journalists (writing)	3	Information
Designer Computer Graphics B	1	Information
Reporter, Digital Formats	1	Information

\* already filled

### Creation of full-time permanent positions - floating

3. Within three (3) months following the signing of the Collective Agreement, the Employer shall create the following multi-platform floating positions in accordance with articles 23 and 24:

Position	Number of Positions	Department
Research Journalist	1	Information
Production Assistant (TV)	1	Information
Radio Assignment Assistant	1	Information
Journalists (writing)	4	Information
Reporting Journalist	1	Information
Journalist/Anchor	1	Information
Assistant lineup editor (National)	1	Information
Journalist	1	Information

4. Floating Employees are called upon to replace absent Employees, respond to work overloads or meet any other occasional or foreseeable need in their job titles.

5. They may also be called upon to perform functions at a higher or lower level when required.

6. The Employee's schedule is confirmed at the time of the notification provided in article 38 of the new Collective Agreement.

7. For floating positions under this Agreement, section 37.2d) of the new Collective Agreement does not apply.

### Creation of part-time permanent positions

8. Within three (3) months following the signing of the Collective Agreement, the Employer shall create the following multi-platform positions in accordance with articles 23 and 24:

Position	Number of Positions	Department
Lineup Editor (60%)	1	Information
Journalist (writing) (75%)	1	Information
Journalist (writing) (60%)	9	Information
Production Methods Assistant (50%)	1	Information

9. These positions shall be filled in accordance with articles 23 and 24 and comply with the parameters set out in article 46 of the new Collective Agreement (Specific conditions for part-time permanent Employees), except with regard to the specific terms provided in this Letter of Agreement.

10. The positions have a confirmed schedule on Saturday and Sunday, and the Employer shall assign, at the time of the schedule notification, a third (3<sup>rd</sup>) day per week where the Employee must be available to work. If the Employee is not assigned, the Employer shall still provide pay for that day.

IN WITNESS WHEREOF, the Parties have signed at Montreal, this \_\_\_<sup>xx</sup> day of the month of XX, \_\_\_\_\_ 2018.

\_\_\_\_\_  
**JOHANNE HÉMOND**  
For the SCRC

\_\_\_\_\_  
**BENOIT LADOUCEUR**  
For the Employer

**LETTER OF AGREEMENT – BENEFITS FOR CERTAIN TERM EMPLOYEES**

**LETTER OF AGREEMENT BETWEEN**

**CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ RADIO-CANADA**  
(Hereinafter, the "Employer")

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA**  
(Hereinafter, the "SCRC")

(Hereinafter, collectively the "Parties")

**SUBJECT: Benefits for certain term Employees**

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**CONSIDERING** the current negotiations leading to the entry into force of a new Collective Agreement binding the Employer and the SCRC;

**CONSIDERING** the Parties' desire to sign a new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

5. The preamble is an integral part of this Agreement.
6. Term Employees who meet the eligibility criteria for benefits on the date the Collective Agreement comes into force shall be enrolled in the insurance plans immediately and shall be entitled to short- and long-term disability coverage from that date.
7. Term Employees who meet the eligibility criteria for the CBC/Radio-Canada Pension Plan shall enrol in the plan from the date the Collective Agreement comes into force, subject to the provisions of the Letter of Agreement on changes to the Pension Plan for certain Employee groups.

IN WITNESS WHEREOF, the Parties have signed at Montreal, this \_\_\_<sup>xx</sup> day of the month of XX,  
\_\_\_\_\_ 2018.

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**JOHANNE HÉMOND**  
For the SCRC

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**BENOIT LADOUCEUR**  
For the Employer

**LETTER OF AGREEMENT – DRIVERS**

**RESOLUTION OF GRIEVANCES AND TRANSACTION/RELEASE**

**BETWEEN**

**CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ RADIO-CANADA  
(hereinafter, referred to as "the Corporation")**

**AND**

**LE SYNDICAT DES TECHNICIENS ET DES ARTISANS DU RÉSEAU FRANÇAIS  
(hereinafter, referred to as "the Union")**

**SUBJECT: RESOLUTION OF GRIEVANCES AND TRANSACTION/RELEASE**

**CONSIDERING THAT** the Union is contesting the Corporation's decision to cut driver and driver – tractor-trailer positions;

**CONSIDERING THAT** the Union has filed a number of grievances to date in connection with the situation;

**CONSIDERING** the Corporation's claims that the grievances are unfounded in fact and in law;

**CONSIDERING THAT** the TV assistant (driver) position was removed from the Collective Agreement between the parties in 2009 and renewed in 2012 and 2013;

**CONSIDERING THAT** it is in the Parties' interest to come to a definitive conclusion on all of their affairs, including, but without limiting the general scope of the foregoing, the remuneration of four (4) former drivers;

**CONSIDERING THAT** this Agreement is being made to resolve all of the grievances regarding drivers and to enable the Parties to maintain harmonious and orderly labour relations;

**THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is an integral part of this Agreement;
2. The Corporation shall assign Pierre Pinsonneault, Jean-Marie Pellerin, Alain Régimbald and Mario Sauvé as TV assistants (drivers), group 4, as of the signing of this Agreement;
3. As TV assistants (drivers), the above-mentioned Employees shall be assigned as assistant technicians and, based on production needs, as TV assistants (drivers);
4. In the event that one of the above-mentioned Employees terminates their employment with the Corporation, the Parties agree that there shall be no replacement of any Employees as TV assistants (drivers); however, if production needs so require, the Corporation may fill these positions as assistant technicians, in accordance with the Agreement, namely and without being limited to article 21.1.
5. To resolve the grievances, the Corporation shall grant retroactivity from group 3 to group 4 to Pierre Pinsonneault and Jean-Marie Pellerin for the period from January 9, 2012, to the signing of this Agreement. The Parties agree that the premiums paid under article 22.1 shall be deducted from the calculation of retroactivity. The associated adjustments to the pension funds shall also be retroactive to January 9, 2012;

6. In consideration for paragraphs 2, 3, 4 and 5, the Union shall withdraw the grievances listed in Appendix A and deem them definitively resolved;
7. Without limiting the general scope of the foregoing, the signing of this Agreement by the Union constitutes complete withdrawal of the grievances listed in Appendix A and is binding on its members involved in the grievances;
8. The Parties acknowledge that they had all the time needed to consult their legal counsel with regard to this Agreement. They acknowledge and agree to sign this Agreement without limitation and with free and informed consent;
9. This Agreement is a transaction within the meaning of articles 2631 *et seq.* of the *Civil Code of Québec* and is signed without any admission or confession, but definitively resolves the issue of TV assistants (drivers), assistant drivers, drivers, and tractor-trailer drivers, for all collective agreements combined;
10. The stipulations of this Agreement are binding on the Parties hereto and their heirs, executors, administrators, successors and assigns;

**IN WITNESS WHEREOF, the Parties have signed at Montreal, this 14<sup>th</sup> day of the month of JANUARY 2014**

**FOR THE UNION**

[Signature]

Benoit Celestino

National STARP President

[Signature]

Michel Labrie

National STARP Vice-President

**FOR THE CORPORATION**

[Signature]

Jean Lefort

Senior Advisor, Industrial Relations

[Signature]

Luc Sauvageau

Director, Television Productions