Court File No. CV-14514942

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

JIAN GHOMESHI

Plaintiff

- and -

THE CANADIAN BROADCASTING CORPORATION

Defendant

MOTION RECORD
(Motion to Stay or Dismiss Returnable on a date to be fixed by the Court)

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TAB	DESCRIPTION
1.	Notice of Motion
2.	Affidavit of Ron Ouellette sworn November 5, 2014
(a)	Exhibit "A" – Collective Agreement for the period between April 1, 2014 and March 31, 2019
(b)	Exhibit "B" – Grievance filed by the Canadian Media Guild on behalf of Mr. Ghomeshi

Tab 1

Court File No. CV-14514942

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

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Plaintiff

- and -

THE CANADIAN BROADCASTING CORPORATION

Defendant

NOTICE OF MOTION
(Motion to Stay or Dismiss Returnable on a date to be fixed by the Court)

The Defendant, the Canadian Broadcasting Corporation ("**CBC**"), will make a motion to a judge on a date to be fixed by the Court at 10:00 a.m. or as soon after that time as the motion can be heard, at 393 University Avenue, Toronto, Ontario M5G 1E6.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

(a) An Order expediting the hearing of this motion;

(b) An Order pursuant to rule 21.01(3)(a) staying or dismissing this action on the ground that this Court has no jurisdiction over the subject matter of the action;

(c) In the alternative, an Order pursuant to rule 21.01(3)(c) staying or dismissing this action on the ground that there is another proceeding pending in Ontario between the same parties in respect of the same subject matter;

(d) In the further alternative, an Order striking the Statement of Claim pursuant to rule 21.01(1)(a),(b) and/or 25.11;

(e) Costs of this motion and this action; and

(f) Such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Mr. Ghomeshi's Claims Fall within the Exclusive Jurisdiction of a Grievance Arbitrator

(a) Mr. Ghomeshi is a former employee of the CBC whose employment was at all material times subject to a collective agreement (the "**Collective Agreement**") between CBC and the Canadian Media Guild ("**CMG**");

(b) In the within action, Mr. Ghomeshi claims damages and ancillary relief arising from the alleged wrongful termination by CBC of his employment with CBC;

(c) The Collective Agreement contains a comprehensive grievance procedure requiring that all of the claims Mr. Ghomeshi advanced in this action proceed to arbitration;

(d) At virtually the same time the Statement of Claim was issued, the CMG filed a grievance (the "**Grievance**") on behalf of Mr. Ghomeshi relating to the termination of his employment pursuant to the terms of the Collective Agreement;

(e) The Grievance contains the very same claims made in the action and seeks relief for those claims from the arbitrator;

(f) Furthermore, the Grievance contains the following statement:

> The Guild understands that Mr. Ghomeshi has filed a Statement of Claim (Superior Court of Justice, Court File No. CV 14 514942) against the Corporation alleging breach of confidence and defamation and claiming punitive, aggravated and exemplary damages. In the event, a court determines the claims made in the Statement of Claim are in the exclusive jurisdiction of a grievance arbitrator, the Guild asserts those claims in this Grievance [sic].

(g) Accordingly, all the claims asserted by Mr. Ghomeshi in this action fall within the exclusive jurisdiction of an arbitrator appointed pursuant to the Collective Agreement and the *Canada Labour Code*, R.S.C., 1985, c. L-2; and

(h) This action should be dismissed, or alternatively, stayed.

Mr. Ghomeshi's Claim Should be Struck

(a) In the event that this action is not stayed or dismissed, it should be struck;

(b) Mr. Ghomeshi seeks damages for defamation and breach of confidence;

(c) The only statement made by CBC that is alleged to be defamatory is the following: "Information came to our attention recently, that in CBC's judgment precludes us from continuing our relationship with Jian Ghomeshi";

(d) The statement is not defamatory;

(e) In particular, the statement is not defamatory of Mr. Ghomeshi in that the words are not capable of any defamatory meaning either in their ordinary meaning or in any pleaded extended meaning;

(f) The information allegedly provided by Mr. Ghomeshi to representatives of CBC was not confidential and was not imparted in circumstances importing any obligation of confidentiality;

(g) In particular, the information in question was information retrieved from CBC property and to which CBC was always entitled;

(h) Furthermore, the termination of Mr. Ghomeshi's employment was an authorized use of the information allegedly provided;

(i) Accordingly, the facts pleaded do not give rise to a claim in law for defamation or breach of confidence;

(j) Moreover, the claim was issued in circumstances where the plaintiff knew or ought to have known that he had no cause of action he could properly pursue before the Ontario Superior Court;

(k) The claim was issued for the collateral purpose of addressing the public in an effort to influence media and the public in respect of allegations of misconduct which the plaintiff knew were being pursued by certain reporters and were about to be made public;

(l) The Statement of Claim discloses no reasonable cause of action; and

(m) Accordingly, the Statement of Claim is scandalous, frivolous or vexatious and/or is an abuse of process of the Court.

Statutes and Rules Relied Upon

(a) Rules 1, 2, 3, 21, 25, 37 and 57 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194; and

(b) Sections 57 and 58 of the *Canada Labour Code*, R.S.C., 1985, c. L-2;

(c) Sections 131 and 138 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43; and

(d) Such further and other grounds as counsel may advise and this Honourable Court may deem just.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

(a) The affidavit of Ron Ouellette, sworn November 5, 2014, together with exhibits;

(b) The pleadings and proceedings herein; and

(c) Such further and other evidence as counsel may tender and this Honourable Court may permit.

November 5, 2014

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JIAN GHOMESHI and **THE CANADIAN BROADCASTING CORPORATION**

Plaintiff Defendant

Court File No. CV-14514942

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

NOTICE OF MOTION
(RETURNABLE ON A DATE TO BE FIXED BY THE COURT)

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MT DOCS 13913678

Tab 2

Court File No. CV-14514942

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

JIAN GHOMESHI

Plaintiff

- and -

THE CANADIAN BROADCASTING CORPORATION

Defendant

AFFIDAVIT OF RON OUELLETTE
(sworn November 5, 2014)

I, Ron Ouellette, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the Director of Industrial Relations at the Canadian Broadcasting Corporation ("**CBC**"), a position which I have held since March 2008. As the Director of Industrial Relations, I am responsible for Labour Relations for CBC's English Canada operations. As such, I have knowledge of the matters to which I depose.

2. The plaintiff, Jian Ghomeshi, is a former employee of the CBC. At all material times, Mr. Ghomeshi was a member of the Canadian Media Guild ("**CMG**"), a trade union that represents workers in the Canadian media industry. Mr. Ghomeshi's employment with CBC was at all times subject to a collective agreement (the "**Collective Agreement**") between CBC and CMG. A copy of the Collective Agreement for the period between April 1, 2014 and March 31, 2019 is attached to this affidavit as **Exhibit A**.

3. Article 16.1 of the Collective Agreement provides in part:

> The purpose of the Dispute Resolution and Grievance Procedure is to ensure that disputes arising out of the application, interpretation or alleged violation of this Agreement are dealt with in an orderly and expeditious manner.

4. Article 16.7.2 of the Collective Agreement provides that the "Parties agree that it is mutually beneficial to resolve arbitrations in a timely and cost effective manner" and that expedited arbitration will be used for all grievances except grievances falling within an enumerated list. Article 16.7.2 further provides that "[c]onsidering the complexity of the matter, the timeliness of resolution and the need for establishing precedent, the Parties may, by mutual agreement, refer any excepted matter to expedited arbitration." The expedited arbitration process requires the arbitrator to hear the grievance within thirty (30) business days of being contacted by the Parties.

5. Article 16.7.3 of the Collective Agreement provides as follows:

> 16.7.3 Full Arbitration
>
> A hearing shall be held at a time and place to be determined by the arbitrator. The arbitrator shall give his or her decision in writing within three (3) months of the completion of the hearing. The arbitrator's decision will be final and binding on all Parties.

6. Article 16.7.5 of the Collective Agreement provides that grievances related to dismissal shall be referred directly to full arbitration, which will be an expeditious process:

> Grievances related to dismissal shall be referred directly to full arbitration, which will be an expeditious process.
>
> The process for a full arbitration will be followed, except that the selected arbitrator must be available to hear the grievance within thirty (30) business days of being contacted by the Parties and the arbitrator must render his or her decision within twenty (20) business days of the completion of the hearing.
>
> ...

7. On October 27, 2014, Mr. Ghomeshi issued his Statement of Claim in this action.

8. On October 29, 2014, the CMG filed a grievance (the "**Grievance**") on behalf of Mr. Ghomeshi relating to the termination of his employment pursuant to the terms of the Collective Agreement. A copy of the grievance is attached to this affidavit as **Exhibit B**.

9. The Grievance alleges that Mr. Ghomeshi was terminated without proper cause contrary to the terms and conditions of the collective agreement, which has "damaged the reputation and livelihood" of Mr. Ghomeshi. Furthermore, the Grievance contains the following statement:

> The Guild understands that Mr. Ghomeshi has filed a Statement of Claim (Superior Court of Justice, Court File No. CV 14 514942) against the Corporation alleging breach of confidence and defamation and claiming punitive, aggravated and exemplary damages. In the event, a court determines the claims made in the Statement of Claim are in the exclusive jurisdiction of a grievance arbitrator, the Guild asserts those claims in this Grievance [sic].

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, on November 5, 2014.

Commissioner for Taking Affidavits

Ron Ouellette

SAPNA THAKKER,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 27, 2016.

Tab A

This is Exhibit "A" referred to in the affidavit of Ron Ouellette sworn before me, this 5TH day of November 20 14

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AGREEMENT AND RIGHTS

1 PURPOSE AND INTENT OF AGREEMENT

1.1
It is the intent and purpose of this Collective Agreement to recognize the community of interest between the Canadian Broadcasting Corporation and the Canadian Media Guild in promoting the utmost cooperation between the Corporation and its employees, consistent with the rights of both parties. It is further the intent of this Agreement to foster a friendly spirit and harmonious relationship which shall prevail between the Corporation and the employees. To this end this Agreement is signed in good faith by the Parties. The Agreement is therefore designed to set forth clearly the rates of pay, hours of work and conditions of employment to be observed between the Parties. It is further the intent of this Agreement to foster an open and professional relationship which shall prevail at all times. The Parties to this Agreement share a desire to promote the success of the Corporation and CMG members in carrying out the Corporation's mandate under the *Broadcasting Act* and the Parties further agree that the Union and its members will fully support the Corporation in maintaining the highest quality programs, ensuring value to the Canadian public.

Employee Rights

1.2
It is the intention of the Parties that this Agreement be interpreted and applied in accordance with its true intent and consistently with its objectives. The Parties recognize that employees' rights as defined in the Collective Agreement are relevant within a broad range of issues, including, but not limited, to discrimination, employment equity, pay equity, harassment, accommodation of disability, family and child care, job security and training and education. For greater clarity, the following outline of employee rights shall govern the interpretation and application of this Agreement:

- The Corporation and the Union recognize the inherent right of every employee to work in an environment characterized by mutual respect, dignity, fairness and well-being. The Parties affirm their opposition to all forms of discrimination against, and harassment of, employees.
- The Corporation commits to providing leadership and assistance to employees in an even-handed way.
- The Parties are committed to the thoughtful resolution of disputes and issues of concern in a timely and responsible way. The Parties also agree not to use technical arguments to impede the resolution process.
- Employees have the right to work in an environment that respects their personal privacy and is free from surveillance, either overt or covert, subject to legitimate security needs.

Management Rights

1.3
It is recognized that the management of the Corporation, the control of its properties, tools, equipment, and resources and the maintenance of order on its premises and the establishment of policies and standards governing its programming is solely the responsibility of management.

1.3.1
The Corporation further reserves all other management rights including, but not limited to, the right:

- to determine and effect its own methods and scope of operations;
- to determine the number of persons required to carry out its operations;
- to select, hire, promote, downgrade/demote for cause, direct and retire its employees;
- to decide the locations in which it will operate;
- to establish policies and standards governing its operations, tools, equipment and resources;
- to transfer or lay off employees due to lack of work; and

- to hire outside firms, contractors and/or freelance personnel as confirmed by the terms of this Agreement.

1.3.2
Such management rights will not be exercised in a manner inconsistent with the provisions of this Agreement.

Union Rights

1.4
There shall be no interference or attempt to interfere with the internal affairs of the Union.

1.4.1
The Corporation shall not discriminate or take disciplinary action against an employee because of his/her union activities, or in exercising the rights accorded him/her by law and/or the provisions of this Collective Agreement.

1.4.2
The Union will notify Industrial Relations of the names of its national and local officers and stewards. Similarly, the local Union will advise the local Human Resources representative of the names of its local officers and stewards. In dealings with the Corporation, no employee shall act on behalf of the Union, nationally or locally, until such notification is given.

1.4.3
The Union shall have the right at any time to have the assistance of elected and/or staff representatives of the Union when meeting or negotiating with the Corporation. Where the staff representative is a paid staff officer of the Union, the Union will give prior notification to the Corporation of their intention to attend the local meeting. In such cases, the Corporation may have an Industrial Relations representative or their delegate present.

1.4.4
The Corporation will provide to the Union's paid Staff Representatives

an access pass to allow entry into a CBC location. The pass shall be valid at all corporate locations. This pass is given at the Corporation's discretion and can be withdrawn upon reasonable notice.

1.4.5
The Corporation will notify the Union both nationally and locally of the names of its Industrial Relations representatives and any other appropriate delegates.

1.5
The Parties' respective rights under this Collective Agreement will be exercised in a fair and reasonable manner and consistent with the terms of this Agreement.

2 COLLECTIVE AGREEMENT LANGUAGE

2.1
Every effort has been made to use gender neutral language throughout this Collective Agreement.

Where a noun, pronoun, or adjective indicating gender or sex is used, any other gender or sex shall be deemed to be included.

3 OFFICIAL TEXT

3.1
Both the English and French texts of this Collective Agreement shall be considered official texts, having equal force. Where a difference in interpretation arises, both versions will be reconciled in order to determine the intentions of the Parties.

The Parties agree this Collective Agreement was negotiated in English.

4 DEFINITION OF TERMS

Anniversary Date
The date of appointment or promotion to a particular salary level. Subject to the terms of this Agreement, salary progression to the next step on the salary scale will occur on the first day of the first pay period in the month in which the employee was appointed or promoted to the salary level.

Day
A 24-hour period beginning at 00:00.01 and ending at 24:00.00 (midnight).

Where the term "business day" is used, it shall mean any day from Monday to Friday, excluding statutory holidays.

Employee
The term "employee" as used in this Agreement shall mean any person hired by the Corporation in any classification listed in Article 54 (Classification and Hourly Rates) of this Collective Agreement and any other classification created by the Corporation that would fall within this bargaining unit. The term "employee" does not include freelancers nor does it include personnel retained by the Corporation who work outside of Canada, with the exception of Foreign Correspondents assigned under Article 35 (Foreign Correspondents).

Mentoring
The process in which a more experienced colleague is assigned to an inexperienced individual to offer guidance and general support.

Protected Employee
A protected employee is defined as:

(a) An employee in the former Unit 1 bargaining unit who:

(i) was on staff as of December 31, 1983 and was covered by the CUPE (Production) or CUPE (O&P) bargaining units at the time those units were ordered

into CMG Unit 1 by the Canadian Industrial Relations Board and has maintained continuous service since that time; or

(ii) on staff as of December 1, 1983 and was covered by the NABET bargaining unit at the time those units were ordered into CMG Unit 1 by the Canadian Industrial Relations Board and has maintained continuous service since that time; OR

(b) an employee in the former Unit 2 or Unit 3 bargaining unit who was on staff as of December 1, 1983 and has maintained continuous service since that time.

Union
The word Union in this Collective Agreement refers to the Staff Representatives or the Toronto CMG Office.

National Union
National Union refers to the Staff Representatives or the Toronto CMG Office.

CMG
CMG refers to the Staff Representatives or the Toronto CMG Office.

5 CORPORATION SENIORITY

5.1 Definition & application of seniority

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

Continuous service applies to all employees and shall be defined as all uninterrupted service since the last date of hiring and includes all regular days off, holidays, annual and other leave approved by the Corporation.

5.2 Lay-offs and Recall

Where an employee who has passed his/her probationary period is laid-off, service for purposes of Corporation seniority shall be considered unbroken, if the employee returns from layoff within the recall period as set out in Article 46 (Workforce Adjustment).

If a person returns after the recall period, seniority upon returning will be that which the employee had on the effective date of such lay off.

5.3 Work Outside the Bargaining Unit

Where an employee who has passed his/her probationary period is transferred to another position outside the bargaining unit but within the Corporation, he/she will maintain Corporation seniority unless a break of service has occurred as outlined above in 5.2.

Corporation seniority accrued by a person in another bargaining unit or outside this bargaining unit but within the Corporation will be carried over by that person if and when that person becomes an employee in this bargaining unit.

5.4 Permanent Part-time Seniority

Employees who work less than the full-time hours/days of work shall accumulate seniority, prorated on the number of regularly scheduled hours of work, converted to equivalent full-time.

5.5 Less than 4 weeks between periods of work

Where the period of time between the conclusion of one period of work and the commencement of another period of work does not exceed four (4) weeks, such time shall be considered leave without pay and will not constitute a break in service for seniority.

5.6

If a person has been hired on five (5) consecutive contracts or more with each contract being nine (9) consecutive months or more but less than one (1) year in duration in five (5) consecutive years or more, the following will apply:

a. If such persons obtain permanent status through a posting it is understood that they will be credited with their actual contractual time worked as seniority.
b. Such seniority credit will only be applicable to choice of annual leave, layoff and re-employment.

The service will not be applicable to any other area and the full probationary period will still apply.

6 DISCRIMINATION

6.1
The Parties will not discriminate against employees with respect to sex, colour, age, disability, religion, creed, race, ethnic or national origin, marital or parental status, sexual orientation, political affiliation, membership or activity in the Union, or conviction for an offence for which a pardon has been granted.

6.2
Where there is an allegation of an adverse discriminatory effect on an employee (with the exception of the application of seniority under this Collective Agreement) in the application of the Collective Agreement, the Parties agree to meet and attempt to reach a solution in accordance with the principles set out in the *Canadian Human Rights Act* (e.g. reasonable accommodation).

6.3
Employees shall enjoy equal rights under this Collective Agreement in accordance with the *Canadian Human Rights Act* and CBC policies as they relate to an area of a prohibited ground of discrimination.

6.4
Employees in same-sex relationships shall have the same marital and family status as employees in common-law relationships with respect to all matters covered by the Collective Agreement. Benefits and entitlements under this Collective Agreement will not be denied to same-sex partners.

7 HARASSMENT

7.1
The Parties recognize the right of employees to work in an environment free of harassment.

7.2
Harassment will have the same meaning as defined in the *Canadian Human Rights Act* and the *Canada Labour Code*. Harassment includes engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome.

For clarification, sexual harassment means any conduct, comment, gesture or contact of a sexual nature:

a. that is likely to cause offence or humiliation to any individual,
b. that might, on reasonable grounds, be perceived by that individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

Sexual harassment is generally comprised of objectionable and offensive behaviour which may occur once or repeatedly. Unwelcome sexual advances, requests for sexual favours, and other verbal, pictorial or physical conduct of a sexual nature constitute sexual harassment.

It is a discriminatory practice, in matters related to employment, to harass an individual on any of the following prohibited grounds of discrimination: race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, or conviction for an offence for which a pardon has been granted. It includes any comment or conduct based on the grounds listed above, that offends or humiliates. Discriminatory harassment will have taken place if it is known or ought to have reasonably been known that the behaviour in question was unwelcome or inappropriate in the workplace. Discrimination on the basis of childbirth and pregnancy is covered under the category - sex.

7.3
The normal exercise of management rights, in particular the right to assign tasks and the right to reprimand or impose discipline under the terms of this Agreement, are not defined as harassment.

7.4
When a complaint is filed alleging harassment, the Corporation will immediately investigate to resolve the issue and to protect the rights and well being of all the parties involved. The complaint will be dealt with in accordance with the Corporation's Policy on Harassment. It is agreed that the procedures set out in the Policy will not be changed during the life of this Collective Agreement.

Further, the Corporation will take corrective or disciplinary measures as required. Such disciplinary action when taken against an employee in this bargaining unit shall be covered by the provisions of this Collective Agreement. Such action must be taken in a timely manner.

7.5
An employee alleging harassment in the workplace, as described above, has the right, after informing his/her supervisor or manager, to be assigned other suitable work, if available, until an investigation has been undertaken.

7.6
No employee risks reprisals as a result of filing a complaint in good faith, or being a party to the investigation of a complaint.

8 RESPECT IN THE WORKPLACE

8.1
The Corporation and the Union recognize the dignity and worth of every individual and are committed to a climate of understanding and mutual respect in the workplace.

8.2
The Parties agree that they will not tolerate, ignore or condone bullying, improper comments, conduct, actions or gestures directed towards a specific individual that would be reasonably considered to create an intimidating, humiliating, hostile or offensive work environment.

Improper comments, conduct, actions or gestures:

a. include profanity and abusive language; verbal and physical threats or assault; intimidation; taunting or ostracizing; rude or inappropriate jokes or innuendo; overly aggressive, embarrassing, humiliating or demeaning behaviour; and malicious gestures or actions;
b. must not be a trivial occurrence that could reasonably be expected to take place in a work environment; and
c. do not include the good faith exercise of supervisory or management duties or responsibilities and/or do not serve any other legitimate workplace purpose.

8.3
This Article does not apply to allegations of sexual or discriminatory harassment, which will continue to be dealt with in accordance with the Corporation's Harassment Policy. No complaint can be filed under both the Harassment Policy and this Respect in the Workplace Article.

8.4
Complaints regarding respect in the workplace shall be treated seriously and in strict confidence. An employee has the right to have a Union representative present throughout this process.

8.5
Where possible, an employee who believes this Article is being violated should attempt to resolve the matter by discussing objectionable behaviour with the alleged offender and making it clear that the behaviour is unwelcome.

8.6
If the problem is not resolved as a result of this discussion, an employee who believes that this Article is being violated should discuss the matter with his/her immediate manager as soon as possible after the alleged violation(s). If the issue relates to behaviour of the immediate manager, the employee should discuss the matter with the next higher level of management. The manager, together with the employee and a representative of Human Resources, will develop a plan of action to review the alleged violation and resolve the issue in as timely a manner as possible if a problem is found to exist.

8.7 Formal Complaints
If the matter is not resolved within the next twenty (20) business days, the employee may file a formal complaint with the local Human Resources Manager and/or Union representative. The complaint must include details of any incident(s), name(s) of the alleged offender, witnesses if any and any other relevant information.

If the complaint is filed with a Union representative, the Union will immediately forward a copy to the appropriate local Human Resources Manager.

8.8 Investigation
Upon receipt of a written formal complaint, which includes all the details of the complaint, including the name(s) of the alleged offender(s), witnesses, and any other relevant information, the Human Resources Manager will immediately acknowledge receipt of the complaint to the complainant and will meet with the person(s) complained of as soon as possible but no later than ten (10) days after receiving the complaint.

8.8.1
The Human Resources Manager will begin the investigation by having discreet and confidential discussions with the complainant, the person complained of, and the appropriate management personnel in line of authority over both parties. The Human Resources Manager may identify and interview other persons who might have relevant information. The Human Resources Manager may access any relevant documents and records, which may provide information helpful to the investigation.

8.8.2
If at any time in the investigatory process, the Human Resources Manager is of the view that this matter should be dealt with in accordance with the CBC's Harassment Policy, the complainant will be given the option of continuing with the Respect in the Workplace complaint or having the matter continue as a harassment complaint. In either case, the Human Resources Manager shall continue with the investigation based on the information he/she has compiled at that stage.

8.8.3
The Human Resources Manager is empowered to make one of three possible determinations, namely:

- Whether improper conduct, as defined in 8.2 of this Article, occurred;
- Whether improper conduct did not occur; or
- That improper conduct did not occur and an unfounded or malicious complaint was filed.

8.8.4
It is expected that the Human Resources Manager will complete the assignment, including the preparation of the report and recommendations within twenty (20) business days.

8.9 Mediated Resolution
The Human Resources Manager is empowered to work with the parties to the complaint to effect a mediated resolution, if the complainant and

person(s) complained of are agreeable to mediation. If the Human Resources Manager resolves the complaint through mediation, they will file a report with the most senior officer at the location and the file will be closed.

8.10 Remedial Action

In cases where improper conduct is found to have occurred, Human Resources Managers will make recommendations for remedial action. Recommendations will be directed to a senior manager who is in a position to implement them. Remedial action could include training or counselling for either or both of the parties, adjustments to the work environment, various forms of apology, transfer of the person complained of if improper conduct has been found to have occurred, or the full range of disciplinary action under the terms of this Collective Agreement. At the request of the complainant, he/she may also be transferred to a different department or location.

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

In cases where an unfounded or malicious complaint was filed, Human Resources Managers will make recommendations for remedial action. Remedial action could include various forms of apology or the full range of disciplinary action.

9 EMPLOYMENT EQUITY & DIVERSITY IN THE WORKPLACE

9.1
The Corporation and the Union have a joint interest in achieving equity in the workplace so that all employees are treated with dignity and respect and are provided the opportunity to achieve their full potential.

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

The Parties also recognize the need to foster greater diversity in the workplace and in our programming. This includes the need for, and encouragement of, greater awareness and acceptance of diversity in the workplace and pro-active initiatives to promote and support diversity.

9.2
The Joint Employment Equity Committee shall continue with a mandate to consider ways and opportunities for improving workforce diversity, including Employment Equity. The purpose of the Committee is to provide a forum for consultation and collaboration. The intention of the consultation and collaboration process is as defined under the *Employment Equity Act.*

The Committee shall participate in the preparation of an Employment Equity Plan, in its implementation, in the monitoring of its progress and in its revision. This shall be accomplished through open dialogue among committee members on the areas of common interest pertaining to Employment Equity. To be effective, consultation and collaboration necessitate an open dialogue and a sharing of information.

The Corporation agrees to give serious consideration to all proposals, advice, suggestions and other comments provided by the Union during the consultation and collaboration process. Final decisions on Employment Equity Policies and practices rest with the Corporation.

9.3
Committee meetings will be held three times a year, as a minimum, and more often as the need arises. Committee members will attend committee meetings and carry out committee work during work hours without loss of pay.

9.4
While respecting the seniority provision of the Collective Agreement, in instances where two equally qualified candidates are seeking the same position or promotion, special consideration will be given to a candidate who comes from an under-represented group in that classification and/or area of work.

10 PAY EQUITY

10.1
In order to ensure that pay equity concerns with respect to all forms of pay, including wages and additional remuneration paid to employees doing the same or similar types of work are addressed, the Parties agree to maintain a standing joint Pay Equity Committee.

10.2
While the Union and its members reserve the right to refer pay equity issues to the Human Rights Commission, the Parties agree that sincere effort will be made internally to identify and address these issues.

10.3
The Committee will meet at least four times per year. The Committee will select co-chairs and the Corporation will ensure that the minutes of all meetings are kept.

10.4
The Corporation will resource the Committee with all relevant information in order that the Committee can complete its work.

11 DISCIPLINE

11.1
The Parties agree that the purpose of discipline is correction. Its primary purpose is to ensure employees perform their duties in a manner that does not interfere with the Corporation's right to conduct its business or rights of other employees. It is agreed the Parties will deal promptly with matters of discipline.

11.1.1
Discipline is any action taken by the Corporation concerning an employee's work or conduct, which may be detrimental to the employee's position within the Corporation. Disciplinary measures taken against employees shall be for just and sufficient cause. It is understood that all measures of discipline will be contained in the employee's Status and Pay file.

11.2
The following outlines the process that must be followed when the Corporation decides discipline is to be imposed.

11.2.1
Prior to any discipline being imposed, the employee will be given notice in writing to attend a meeting. The Union shall be provided with a copy of the notice in advance. This notice will contain the subject matter to be discussed at the meeting and the employee shall be advised of his/her right to have a Union representative from the location attend. The unavailability of a Union representative will not delay the meeting for more than five (5) business days from the date of notification to the employee. A Union representative may attend any discipline hearing/meeting at their location.

11.2.2
At the meeting there shall be a full discussion between the employee, the employee's supervisor and/or other designated management representative and the Union representative.

11.2.3
Following this meeting, any disciplinary action that is taken shall be communicated to the employee in writing, outlining all the pertinent details and reason(s) for imposing discipline. Such written notice must be sent to the employee within twenty (20) business days of the discussion. A copy will be sent to the local Union representative.

11.2.4
If the twenty (20) day time limit referenced above cannot be met, it may be extended by a further ten (10) days provided the employee and the national office of the Union have been notified in writing of the reason for the delay and extension.

11.2.5
If this procedure is not followed, such discipline shall not become part of the employee's record or be used against him/her at any time.

11.2.5(a)
When any discipline is found to be unjustified, all documents related to the imposition of discipline and action taken shall be removed from the employee's record and destroyed. Furthermore, any and all records of the unjustified discipline shall not be used against the employee at any future time.

11.3
Management reserves the right to remove employees from the workplace with pay, pending a final decision, for serious misconduct or if the presence of the employee will cause or continue a disruption in the workplace. Such action shall not be considered discipline.

11.4
In cases of harassment, the Corporation's Policy on Harassment will be followed except when the incident is so serious that discipline would be an appropriate response. Under the Corporation's Harassment Policy, discipline, if warranted, will not occur until an investigation and subsequent recommendations are complete or, if applicable, a review by the Senior Appeal Committee (as described in the Harassment Policy) is complete.

11.5
There shall be no dismissal of permanent/continuing employees who have completed their probationary period except for just and sufficient cause. The Corporation shall notify the Union of all dismissals. This notice shall include the reasons for the employee's dismissal.

11.6
No dismissal of an employee, except in the case of gross misconduct, shall take place until the procedures outlined in this Article have been followed.

11.7
In addition to the employee's rights under the Grievance Procedure, the employee has the right to reply in writing to any discipline imposed. The employee's reply, if received within twenty (20) business days after he/she has been given notice of such discipline, shall become part of his/her record.

11.8
All documents referring to discipline shall be removed from the employee's Status and Pay file when the employee has completed two (2) years with no further infractions.

11.8.1
Upon written request, an employee may review his/her Status and Pay file or other files consistent with Federal Privacy Legislation in the presence of a supervisor or designate.

12 OUTSIDE ACTIVITIES

12.1
Employees shall be free to engage in activities, such as voluntary and/or paid work outside their hours of work, provided:

a) that such activities are not in competition with the media services of the Corporation. This provision does not apply to temporary employees or freelancers;

b) that without permission, no employee may exploit his/her connection with the Corporation in the course of such activities; or

c) that such activity does not adversely affect his/her work for the Corporation.

12.2
Recognized on-air personnel must discuss any outside activities with their supervisor before engaging in outside activities.

12.3
When an employee seeks permission to engage in any outside activity, the Corporation will give its decision in writing, where requested, within ten (10) business days.

12.4
Any dispute relating to this Article shall be dealt with in accordance with Article 16.7.2 (Dispute Resolution and Grievance Procedure – Expedited Arbitration), except that the Parties may use legal counsel during the arbitration. The Parties will endeavour to select a third party with knowledge of the industry and its practices.

13 AIR CREDITS

13.1
Air credits will be given in accordance with the normal practice in each location/area. The following is a guideline:

13.1.1
An eligible employee's name shall be included in the credits on all broadcasts with which the employee has been involved.

13.1.2
When an employee is authorized by the Corporation to make a personal contribution to the program, extending beyond the normal requirements of the employee's professional functions, the employee will be entitled to receive an additional credit.

13.2
CMG members will receive credit on CBC web sites in accordance with normal practice in each area. Current practice is for online news staff to receive credit in an online masthead, and for current affairs contributors to receive a byline. Audio and visual material encoded for the web will include credits, if such credits were part of the material to be encoded.

13.3
An employee has the right to refuse a credit.

13.4
The Corporation undertakes to ensure that no person shall take or be given any credit in a capacity covered by this Agreement unless that person was hired, upgraded or contracted in a capacity covered by this Agreement during the time covered by that credit.

13.5
Where credits are given and where feasible, the Union logo will appear in the credits of television programs that are solely Corporation programs. The Union logo will also appear in the credits area of the news section of CBC.ca.

JURISDICTION & RECOGNITION

14 DEFINITION OF THE BARGAINING UNIT

14.1
The Corporation recognizes the Canadian Media Guild as the exclusive bargaining agent for all persons employed in the bargaining unit as defined by the Canadian Industrial Relations Board in its certification order issued on February 25, 2004 and as amended from time to time.

15 JURISDICTION

15.1
The Corporation recognizes the Canadian Media Guild as the exclusive bargaining agent for all persons employed in the bargaining unit as defined by the Canadian Industrial Relations Board in its certification order issued on February 25, 2004 and as amended from time to time. Any dispute under this clause will be referred to the Canadian Industrial Relations Board.

15.2
The Parties may, by mutual agreement, agree to exceptions to the scope of the certificate and:

- include in the bargaining unit any person or group of persons not normally included in the bargaining unit pursuant to Article 14 (Definition of the Bargaining Unit); and/or
- exclude from the bargaining unit any person or group of persons normally included in the bargaining unit pursuant to Article 14 (Definition of the Bargaining Unit).

The Corporation will discuss with the CMG any plan to exclude or include persons or groups of persons prior to proceeding.

15.3
The Corporation values the contributions of CBC employees. The Parties have a common interest in maximizing the use of staff and facilities.

The CBC engages in a variety of production models (e.g. In-house production, co-productions, independent productions, production facility and labour rentals).

The Parties agree these types of productions and projects are of mutual benefit. The use of CBC employees helps to ensure a high standard of quality and creativity. It also gives employees opportunities to expand their experience.

15.4
The Corporation shall not assign to employees outside the bargaining unit duties performed by members of the bargaining unit, except:

a. managers, supervisors and instructors may perform such duties in the execution of their managerial and supervisory and training duties;

b. such duties may also be assigned to employees of the Corporation employed in the province of Quebec and Moncton, N.B. and working outside of those regions providing that such work does not replace or displace any employees in the Canadian Media Guild bargaining unit, provided that employees within the Guild bargaining unit can work within the province of Quebec and Moncton, N.B.;

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

d. where there is a single Manager responsible for a location, and bargaining unit employees are also at that location, and where there is an emergency or short term workload issue, that Manager can perform work normally falling within this bargaining unit and such work shall not result in the layoff of a bargaining unit employee or the non-assignment to a shift or crew of a bargaining unit employee;

e. as this Agreement otherwise allows; or

f. as the Parties otherwise agree.

15.5
The Corporation undertakes best efforts in negotiations with its partners to ensure bargaining unit members receive opportunities to work on non-CBC originations. Productions that are not Corporation originations may be produced using crews comprised of any mix of outside firms, contractors, freelance personnel and/or Corporation employees. It is understood that the Corporation will not be the contractor in such cases.

15.6
In new ventures controlled by the Corporation, the Corporation recognizes the Canadian Media Guild as the bargaining agent which represents people who perform the same functions as those covered under 15.1 and Article 14 (Definition of the Bargaining Unit).

Programming Commitment

15.7
The Corporation agrees that in fulfilling its mandate as Canada's national public broadcaster it will continue its practice of using members of the bargaining unit in the making of excellent high quality programs. Towards that end, the Corporation undertakes to:

- continue its tradition and practice of producing a significant majority of its news programming in Radio, Television and CBC.ca, in-house;
- continue its tradition and practice of producing a majority of its information and current affairs programming in Radio, Television and CBC.ca, in- house; and
- produce sports, arts, entertainment and performance programs, in Radio, Television, and CBC.ca in-house. It is recognized, however, that CBC faces considerable pressures including those related to costs, funding formulas, government policy, and competition that will have a significant impact on production decisions and in-house production levels.

15.8
It is agreed that news and information programs are defined as programs that cover various interests such as politics, public policy issues, sports, science and culture in a journalistic manner. It is not the intent of the Corporation to alter the definition above in a manner which would diminish the role of employees within the bargaining unit.

15.8.1
Where a dispute arises over whether a program is: (a) news, (b) information/current affairs, (c) sports, or (d) arts, entertainment, and performance programming, the determining factor shall be the content of the program, not the department in which it is produced.

New Media Developments

15.9
The Parties recognize that new media developments, whether CBC-owned or through partnerships and joint ventures, must continue to be part of CBC's development and growth strategies in the future.

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

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

Acquisitions and Co-Productions

15.10
The Corporation retains its right to commission or acquire programming from a variety of sources including independent producers or to be involved in co-productions as part of its regular programming.

The Corporation will promote the use of its employees when negotiating with independent producers for such co-productions.

15.11
It is not the intention of the Corporation to engage in co-productions solely to avoid the rates of pay currently being paid to employees in this unit.

For co-productions in which the Corporation holds ownership of copyright, the rate of remuneration of persons employed by these independent producers shall be not less than the established rate for such persons in this Agreement.

When such commissioned programs or co-productions are produced using facilities leased or owned by the Corporation, dues will be remitted to the Canadian Media Guild by the co-producer as per the schedule of dues applicable in this Agreement. The co-producer shall also be required to advise the Canadian Media Guild of the names of persons employed by the independent producer involved in the said co-production no later than at the time of production.

15.12
When the Corporation enters into co-production(s), CBC employees may be assigned to participate in co-production(s) when required.

When the Corporation assigns employees to co-productions and/or other non-CBC originations, such assignments will be made in accordance with provisions of this Collective Agreement, and the Corporation will ensure that such employees continue to enjoy all rights and privileges provided in this Collective Agreement.

15.13
Should there be a dispute arising from the application or interpretation of this Article (except clause 15.1) it shall be dealt with in accordance with Article 16 (Dispute Resolution and Grievance Procedure) of this Collective Agreement.

UNION / MANAGEMENT RELATIONS

16 DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

16.1 Purpose

The purpose of the Dispute Resolution and Grievance Procedure is to ensure that disputes arising out of the application, interpretation or alleged violation of this Agreement are dealt with in an orderly and expeditious manner.

The Parties' common goal is the promotion of dispute resolution, mutual respect in the workplace and good labour relations. To accomplish this, the Parties agree to give prompt and serious attention to disputes and to explore innovative solutions to resolve disputes prior to grievances being filed.

The Parties further agree that it is in their mutual interest to settle grievances at the local level.

The Parties agree not to use technical arguments to impede the resolution process.

The Parties agree to assign a "Grievance Procedure Arbitrator". The Grievance Procedure Arbitrator shall be seized for the life of the Collective Agreement to determine, by conference call hearing or as otherwise agreed by the Parties, any disputes that arise under this Article concerning the exchange of relevant information, referrals of grievances to the national level, setting agenda items for discussion at the national level, referral of grievances to arbitration, the process for compilation of the list of arbitrators and the assignment of cases to arbitrators from the Parties' list. Conference call hearings under this provision shall take place within forty-eight (48) hours of being requested by either Party and the Grievance Procedure Arbitrator will render a decision within twenty-four (24) hours of the hearing, with written reasons to follow if requested by either Party.

The Grievance Procedure Arbitrator shall also be seized for the life of the Collective Agreement to determine by conference call hearing, (as outlined above) or as otherwise agreed by the Parties, any disputes that arise concerning the assignment of an arbitrator under any other article of the Collective Agreement. The Parties agree that the Grievance Procedure Arbitrator shall not be utilized to hear preliminary matters or arguments that are of a legal nature and would normally be heard by the arbitrator hearing the merits of the case.

In the event that the agreed upon Grievance Procedure Arbitrator resigns or is otherwise unable to continue as the Grievance Procedure Arbitrator, the Parties will immediately, by mutual agreement, select another Grievance Procedure Arbitrator, or if the Parties are unable to agree on a replacement, the Parties shall request the Minister of Labour to appoint one forthwith.

16.2 Complaint Stage

Any employee may present a complaint under this Agreement to his/her supervisor/manager at any time. Any such complaint may be subject to consideration and adjustment as provided in this Article on the Dispute Resolution and Grievance Procedure.

If an employee or a group of employees has a complaint arising out of the application, interpretation or alleged violation of the Collective Agreement, the employee or group of employees must, before filing a grievance, discuss the complaint with the supervisor / manager or, if necessary, the appropriate Human Resources representative. At the request of either Party, a Union representative may be in attendance at such a discussion or discussions.

This complaint must be brought to the attention of the supervisor/manager within twenty (20) business days of the event giving rise to the complaint or the knowledge thereof.

The supervisor and the employee(s) shall make a sincere and genuine effort to resolve the complaint prior to a grievance being filed. Unless otherwise agreed, the Parties have twenty (20) business days, from the date the complaint is lodged, to resolve it. If no resolution is achieved,

the supervisor/manager must communicate his/her decision to the employee and the local Union, in writing, within the above-noted time frame.

16.3 Informal Dispute Resolution

At any point during the complaint stage or the grievance process, the Parties may attempt to resolve the dispute through any mutually agreed-upon means, including informal dispute resolution meetings and/or without prejudice mediation.

Informal dispute resolution meetings are to provide the Parties a further opportunity to actively work on a satisfactory resolution to a dispute. In each case, the Parties may implement their own process and may, for example, choose to involve an internal mediator or facilitator.

If the Parties agree to refer a dispute to an informal dispute resolution process, all other relevant timelines under this Article are suspended for thirty (30) business days from the date the Parties agreed to use this informal process. If it is not resolved within these thirty (30) business days, the dispute reverts to the stage or step at which it sat prior to its referral to the informal process, and the time lines will resume.

A grievance may be referred to mediation by mutual consent of the Parties only. The purpose of mediation shall be for the Parties, with the assistance of the mediator, to enter into Minutes of Settlement on outstanding grievances. Should a settlement not be attainable with the assistance of the mediator, this process does not prejudice either Party's right to pursue such grievance(s) at arbitration. The mediator will be selected by mutual agreement and the Parties will equally share the cost of the mediator. At the end of the week of each National Grievance Meeting, the Parties shall set the Mediation agenda.

16.4 Step One

If the dispute is not resolved at the complaint stage described above, a grievance may be filed within ten (10) business days from the date the dispute was unsuccessfully dealt with at the complaint stage. The grievance must be filed in writing in the form prescribed at Appendix Q to this Agreement and must be submitted to the employee's

immediate supervisor/manager. The grievance form must provide sufficient particulars to allow the responding Party to fully understand the allegations against it.

The Parties will attempt, and have the full authority, to settle grievances at the local level. However, settlements reached at the local level will be made without prejudice or precedent and will not be referred to or imposed by either Party to this Agreement unless the national representatives for the Corporation and the Union jointly agree otherwise. The national representatives may review local level settlements and, where the settlement is deemed to be in violation of the Agreement or the *Canada Labour Code*, ask the local grievance committee to resolve such a violation.

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

Upon notification to the Industrial Relations department, national Union representatives may attend local meetings. The Industrial Relations Officer may also attend. Further, the manager and/or supervisor involved in the particular grievance may attend.

The local Union grievance committee shall not exceed three (3) members except as otherwise agreed and they shall suffer no loss in regular salary for time spent during their normal working hours attending such meetings. The local Union members will be given adequate access at the workplace to the grievor(s) and other involved employees and reasonable working time to conduct their investigations.

At the local meeting, the Parties will exchange relevant information relating to the issue(s) in dispute and will make a sincere effort to resolve the dispute. Based on their discussions at the local level meeting, and as soon as is practicable following the meeting, the Parties will jointly prepare a Summary and Status Form for each grievance (in the manner prescribed at Appendix R). A copy of each Summary and

Status Form will be forwarded to the Industrial Relations Officer and the national Union representative, at the time the grievance is referred to the national level. The Parties agree that the Summary and Status Form is without prejudice; neither Party can rely upon the Form or its content in any arbitration or any other legal proceeding.

16.5 Step Two

In the event the grievance is not settled at Step 1, it shall be referred to the national level within ten (10) business days of the last day it was discussed at the local grievance meeting, unless otherwise mutually agreed.

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

There will be a regular schedule for national grievance meetings. Such meetings will be held on the second (2nd) Tuesday, Wednesday and Thursday of the following months: February, April, June, September and November. By mutual agreement, additional meetings may be held or a scheduled meeting may be cancelled or rescheduled.

At the national grievance meeting, the Parties will review, for each grievance, the Summary and Status Form and will discuss their respective understanding of the issue(s) in dispute. The Parties will exchange relevant information and will make a sincere effort to resolve the dispute. To assist them in efficiently managing outstanding grievances, the Parties will prepare and sign concise minutes. A copy of such minutes will be forwarded to the Industrial Relations Officer and the national Union representative.

It is understood that the joint National Grievance Committee has the full authority to resolve the issues in dispute. Settlements will be imposed in the location where the grievance arose and will be binding on all concerned.

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

16.6 Union or Corporation Grievance

Either the Corporation or the Union may, on its own behalf, file a grievance at the national level concerning any dispute arising from the interpretation, application, administration or alleged contravention of this Agreement. Such a grievance must be filed within twenty (20) business days of knowledge of the events giving rise to the grievance.

16.7 Arbitration

The National Grievance Committee will leave a grievance pending for discussion at the next regularly scheduled meeting of the Committee only where both Parties agree that a resolution may be possible through further discussion.

If a dispute addressed under this grievance procedure is not settled on final discussion at the national level, either Party must inform the other Party, at the meeting, of its desire to have the issue(s) resolved by arbitration.

Prior to referring a grievance to arbitration, the Parties may consider resolution of the dispute through mediation.

16.7.1 List and Jurisdiction of Arbitrators

By mutual agreement, the Parties will compile a list of twelve (12) arbitrators, eight (8) of whom shall be based in Toronto. When a grievance is referred to arbitration, the next arbitrator in the rotation who is available to hear the case within the relevant time frame (as defined below) shall be assigned the case and the hearing scheduled within the relevant time frame.

The initial order of the list of arbitrators shall be alphabetical by last name unless otherwise agreed. When an arbitrator is assigned a case, his or her name shall move to the bottom of the list except that all arbitrators on the list who are based in the city where the hearing is to take place shall be considered before the other arbitrators on the list are to be considered.

When more than one grievance is referred to arbitration during the same week of National Grievance Committee meetings or in other circumstances on the same day, arbitrators will be assigned to the cases chronologically based on the dates of the grievances.

For the purposes of assigning an arbitrator, the relevant time frame for a case to be heard unless otherwise specified in the Collective Agreement shall be: the first hearing day shall be between sixty (60) and one hundred and twenty (120) days of the date of referral to arbitration, unless the Parties agree otherwise; as well, if, prior to the assignment of an arbitrator to a case, the Party referring the case to arbitration indicates that it wishes at the outset to have a specified number of hearing days scheduled, all those hearing days, where possible, will be scheduled within the one hundred and twenty (120) days.

Where the arbitrator assigned a case has multiple days available within the relevant time frame, the hearing shall be scheduled on one or more of those available dates on the day or days mutually agreed to by the Parties or where there is no agreement on the day or days determined by that arbitrator.

At the conclusion of the National Grievance Committee meeting, the co-chairs of the Committee shall jointly review the availability of arbitrators from the Parties' list, shall identify the assignment of arbitrators required by this Article for the cases referred to arbitration during the week's meetings and shall identify the dates of the hearings. The Parties shall jointly inform the arbitrators on their list and shall request that each arbitrator provide the Parties with a list of available dates within the next one hundred and twenty (120) days.

When a grievance is referred to arbitration at a time other than during a week that the National Grievance Committee meets, the Party referring the case to arbitration shall canvas the availability of the arbitrators on the Parties' list to determine the next arbitrator in the rotation who is available to hear the case within the relevant time frame and shall inform that arbitrator and the other Party in writing of the name of that arbitrator and the date(s) that the case is to be heard or, where the arbitrator being assigned the case has multiple days available within the relevant time frame, of the dates that the case may be heard.

If none of the arbitrators on the Parties' list of arbitrators is available to hear a case within the relevant time frame, the Party who referred the case to arbitration may opt to extend the relevant time frame for a specified period and have the assignment of the arbitrator proceed in accordance with the rotation process. If the Party who referred the case to arbitration does not opt to extend the relevant time frame, then the Parties will, by mutual agreement, within five (5) business days select an arbitrator who is not on the Parties' list. In such a situation, if the Parties are unable to agree on an arbitrator, the Parties shall request the Minister of Labour to appoint one.

Each January, the Parties will review the list of arbitrators and may, by mutual agreement, add or delete names, but must maintain twelve (12) names. In addition, each January, either Party may unilaterally remove one (1) arbitrator who will be replaced by mutual agreement.

In addition to the process to be followed by the Grievance Procedure Arbitrator, there shall be three (3) mutually exclusive arbitration processes: expedited arbitration, full arbitration and mediation-arbitration.

Where a hearing is scheduled under any one of the above three (3) processes (expedited arbitration, full arbitration and mediation-arbitration), each Party will submit to the arbitrator a brief Statement of Facts outlining the issue(s) in dispute. The Statement of Facts must be submitted to the arbitrator and other Party, by 5pm, at least two (2) business days prior to the first date of the hearing. The Parties can neither submit nor amend a Statement of Facts after the deadline and

the Parties agree that the arbitrator cannot review or consider a Statement of Facts or amended Statement of Facts that is submitted after the deadline.

In arriving at a decision in any of these processes, including where the dispute relates to a dismissal or layoff, the arbitrator shall be limited to the consideration of the issue(s) as outlined in the prescribed Grievance form and the Statement of Facts before him or her. The arbitrator shall render a decision according to the terms and provisions of this Collective Agreement. The arbitrator shall not in any way amend, modify, extend or change any of the provisions of this Collective Agreement.

16.7.2 Expedited Arbitration

The Parties agree that it is mutually beneficial to resolve arbitrations in a timely and cost effective manner. To that end, expedited arbitration will be used for all grievances except:

- Discipline over one (1) day suspension;
- Matters dealing within the Jurisdiction section;
- Matters dealing with the Workforce Adjustment section;
- Union or corporate grievances related to the interpretation, application or administration of the Collective Agreement;
- Matters dealing with Harassment or Discrimination;
- Hiring and Promotion;
- Producer's Authority;
- The Employment Status section;
- Improvement Plan;
- Matters where the potential remedy is greater than five thousand dollars ($5,000) and
- Where the Parties mutually agree to go to full arbitration or mediation - arbitration

Considering the complexity of the matter, the timeliness of resolution and the need for establishing precedent, the Parties may, by mutual agreement, refer any excepted matter to expedited arbitration.

Expedited Arbitration Process

Within fifteen (15) business days of the Grievance's referral to arbitration, the Parties will select, from the list, an arbitrator, using the procedure set out in 16.7.1, who must be available to hear the grievance within thirty (30) business days of being contacted by the Parties.

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

By agreement of the Parties, the selected arbitrator can hear more than one (1) case. The arbitrator must render a brief written decision within ten (10) business days of the hearing. The arbitrator's decision(s) will be binding on the Parties only in respect of the grievance(s) that was (were) heard and will be otherwise without prejudice or precedent.

Only a person who has been hired by either Party for a position other than legal counsel is eligible to present cases in expedited arbitration.

The Parties agree to keep the issues and facts simple and the witnesses to a minimum in order to allow for an expeditious resolution of grievances and/or issues submitted.

16.7.3 Full Arbitration

A hearing shall be held at a time and place to be determined by the arbitrator. The arbitrator shall give his or her decision in writing within three (3) months of the completion of the hearing. The arbitrator's decision will be final and binding on all Parties.

16.7.4 Mediation-Arbitration

Where the Parties agree, a dispute may be submitted to a mediator-arbitrator. The Parties' mutual selection of a mediator-arbitrator will be restricted to the Parties' list of arbitrators and the procedure in 16.7.1 and must be made within fifteen (15) business days of the Grievance's referral to arbitration. The mediator-arbitrator will attempt to assist the Parties in reaching a negotiated settlement. Either Party may withdraw from the mediation process at any time and the matter will then be

resolved by the mediator- arbitrator using the arbitration processes outlined in this Article.

16.7.5 Dismissals
Grievances related to dismissal shall be referred directly to full arbitration, which will be an expeditious process.

The process for a full arbitration will be followed, except that the selected arbitrator must be available to hear the grievance within thirty (30) business days of being contacted by the Parties and the arbitrator must render his or her decision within twenty (20) business days of the completion of the hearing.

In circumstances where there are a large number of grievances pertaining to layoffs, the Parties will meet for the purpose of determining, by mutual agreement, how the grievances will be addressed.

16.8 Cost of Arbitration
The cost and expenses of the arbitrator under any of the arbitration processes shall be borne equally by the Corporation and the Union.

Except by express consent, neither Party will be required to share the cost of stenographic transcript or simultaneous translation.

A Party that seeks to adjourn an arbitration will bear the costs associated with the adjournment.

16.9 Extension of Time Limits
The time limits outlined in this Article are mandatory and shall exclude Saturdays, Sundays and holidays. The time limits may be extended by mutual agreement in writing.

16.10 Release of Employees
Employees shall suffer no loss in regular salary for time spent during their normal working hours attending meetings with the Corporation, under this Article. If a meeting occurs outside normal working hours, the employee's hours will be rescheduled so that the meeting tales place

during his/her working hours. If such rescheduling is not possible, any time spent outside the working hours will be compensated as time off in lieu.

16.11 Training

The Parties are committed to providing training opportunities for representatives of the Corporation and the Union to help them deal with and resolve disputes under the Collective Agreement. The Parties also agree to explore, on an ongoing basis, joint training opportunities at local and national levels related to this Article.

17 LOCAL OR REGIONAL JOINT COMMITTEES

17.1
The Corporation and the Union subscribe to the principle of joint consultation and agree to establish Local or Regional Joint Committees with the objective of meaningful dialogue on matters of mutual interest.

The purpose of a Local or Regional Joint Committee is to deal with matters deemed to be of a local or regional nature and not of a national interest. It is also to provide an avenue of open and honest dialogue between the Parties to promote harmonious relations between the Corporation and its employees.

Nothing in this Article precludes meetings outside the framework of the joint consultation process, as necessary between representatives of the CBC and the CMG to discuss matters of immediate concern.

The above principle shall include the exchange of information, the seeking and considering of advice and views of each Party with appropriate opportunity to discuss and comment in a genuine manner.

The above principle does not imply unanimous or majority agreement; nor does it interfere with the rights of the Corporation or the Union arising out of the Collective Agreement.

The Committee will endeavour to come up with mutually agreed solutions to issues. However, the committee shall have no power to alter, amend, add to, or modify the terms of this Agreement.

17.1.1
Upon request from the Union, the Corporation shall release representatives from each location for the purpose of attending Local or Regional Joint Committee meetings. Releases for such meetings will be without loss of pay or leave credits. Such committees will consist of a maximum of three (3) representatives each for the Corporation and the Union, except in the larger Location Units it may be appropriate to have more.

17.2
Where issues arise involving more than one location, by mutual agreement, a Regional Joint Committee meeting may be held. Issues must be dealt with at either a local or regional meeting, but not both.

Participation may be via teleconference, web conference or face- to-face as deemed appropriate. In the case of face-to-face meetings each Party shall bear the travel costs incurred.

17.3
Local or regional joint committee meetings shall be scheduled on mutually agreeable dates. The Parties shall submit an agenda at least five (5) business days in advance of the meeting.

17.4
The Committee may invite additional persons to attend the meeting on an as-needed basis. The Committee may also establish sub-committees as required to work on specific issues, which will then report back to the Local or Regional Joint Committee.

17.4.1
Where a National Representative of the Union, or a member of the Industrial Relations department is expected to be in attendance at Local or Regional Joint Committee Meetings, sufficient notice will be given to the other Party. No National Representatives shall attend the meeting until such notice has been given.

17.4.2
Meetings shall be co-chaired by one Union and one Management representative.

17.5
A record of decisions made and/or taken by the Committee will be kept.

18 NATIONAL JOINT COMMITTEE

18.1
The Corporation and the Union subscribe to the principle of joint consultation and agree to establish a National Joint Committee with the objective of meaningful dialogue on matters of mutual interest and to promote harmonious relations between the Corporation and its employees.

The purpose of a National Joint Committee is to provide an avenue for strategic discussion on matters that affect employees covered under this bargaining unit and for the timely exchange of information on factors that may impact the bargaining relations. Matters discussed at the Committee should normally be of a national/corporate nature.

This Committee shall replace all pre-existing committees, save and except those defined elsewhere in the Collective Agreement or required by legislation. The Committee may also establish sub- committees to work on specific issues.

The above principle shall include the exchange of information, the seeking and considering of advice and views of each Party with appropriate opportunity to discuss and comment in a genuine manner.

The Committee will endeavour to come up with mutually agreed solutions to issues. However, the Committee shall have no power to alter, amend, add to, or modify the terms of this Agreement. Nothing in this process can interfere with the rights of the Corporation or the Union arising out of the Collective Agreement.

Nothing in this Article precludes meetings outside the framework of the joint consultation process, as necessary between representatives of the CBC and the CMG to discuss matters of immediate concern.

The Committee shall not perform the role of the National Grievance Committee.

18.2
The Joint Committee will be composed of the Director of Industrial Relations and at least two (2) senior managers from operations, as well as the Senior Staff Representative of the CMG and at least two (2) members of the CMG Executive or elected representatives. The number of representatives for each side shall not exceed four (4). The Director of Industrial Relations and the Senior Staff Representative of the CMG will co-chair the Committee. Either co-chair may assign a delegate if he/she is not available to attend.

18.2.1
The Committee may invite additional people to attend the meeting on an as-needed basis.

18.3
Releases for such meetings will be without loss of pay or leave credits.

18.4
The National Joint Committee shall determine the frequency of its meetings. Meetings will be held at least every three (3) months. The Parties will also agree to the procedures relating to the conduct of the meetings.

18.4.1
The Parties shall submit an agenda at least four (4) weeks in advance to allow for the scheduling of the necessary Parties to attend. Other items may be added to the agenda by mutual agreement.

18.5
A record of decisions made and/or actions taken by the Committee will be kept.

19 CORPORATE STEERING COMMITTEE

19.1
The CBC and the CMG need to work together to ensure the success of the CBC and to provide quality careers for employees. The Corporate Steering Committee is a joint Union/Management committee whose purpose is the exchange of information pertaining to corporate strategies. This communication will provide the Parties with the opportunity to deal creatively with the challenges ahead. The Corporation and the Union jointly accept the proposition that this process is a key element in building trust.

19.2
The Parties will meet to share relevant information including information relating to the evolving media environment and to identify new approaches that might be incorporated into the Collective Agreement. The Corporation agrees to share information in a timely fashion.

19.3
There will be at least one (1) meeting each year with the President. In addition, Media Vice-Presidents, French and English, plus other relevant senior management, will meet with senior Union officers on a quarterly basis.

20 INFORMATION TO THE UNION

20.1
The Parties acknowledge that they are subject to the *Personal Information Protection and Electronic Document Act* with respect to personal information that is exchanged by the Parties. Information provided to the Union is done so for the purpose of enforcing the terms and conditions of the Collective Agreement.

20.2
The Corporation, on a monthly basis following the close of the pay period corresponding to the last day of the month, will provide to the national office of the Union an electronic file or files containing the following point-in-time information for bargaining unit members on national payroll:

Employee Name
Employee ID
Employee Title
Employee Status
Full-time or Part-time Status
Employee End Date, if applicable
City and Province of work
Media Component
Department
Corporation Seniority Date
Recognized Continuous Service Date
Date of birth
Pension date
Classification
Current salary
Salary band
Salary anniversary information
Additional remuneration amount
Temporary upgrade information in excess of four (4) weeks
Language of communication
Gender

Employees on absence during the month including the reason for the absence (e.g. maternity/paternity leave, LTD)*
Employees who departed the Corporation during the month including the reason for the departure*

* Not applicable to per-occasion temporary employees

20.2.1
The following additional information will be provided relative to short and long-term temporary employees:

- Hours/days worked in the pay period
- Rationale for hire (i.e. 27.5 (a), (b) or (c) with details including backfill information, details re: special circumstance, etc.)

20.3
In addition to the above, the Corporation will provide to the national office of the Union the following information for bargaining unit members on national payroll:

- Overtime record (upon written request)
- Newly created positions, vacancies, and abolished positions

20.4
On May 1 and October 1 of each year, the Corporation shall provide an electronic file containing the name, current home address and home telephone numbers of CMG members on national payroll.

20.5
The Corporation will provide direct access to personal and freelance contracts through the corporate contracting system. See Letter of Agreement: Information to the Union.

21 UNION ACCESS

21.1
The Corporation will permit reasonable access to its premises by the accredited Union representatives to enable them to observe whether the provisions of this Collective Agreement are being complied with. If the visit involves entry into restricted areas, arrangements can be made when notification is given.

21.2
The Union will conduct its affairs on Corporation premises in a manner that causes no production or employee interference. Meetings may be held on Corporation premises subject to space being available and at the discretion of management. Permission will not be unreasonably withheld.

21.3
At each location the Corporation shall designate Union bulletin boards in suitable places on its premises for the posting of Union announcements regarding meetings, elections, negotiations, Union policies and positions, and internal affairs of the Union. The Union will not post material considered damaging to Union/Management relationships. Union postings may be placed on other bulletin boards when authorized by the local officer responsible for Industrial Relations or the approved Human Resources or other delegate.

21.4
At the time of the ratification vote of a CBC/CMG Collective Agreement, operational requirements permitting, the Corporation shall allow a period not exceeding one (1) hour to be taken during work hours to enable employees to vote.

21.5
Subject to space available and at management's discretion, elections of Union officers may be held on the premises of the Corporation. The Corporation may allow employees to vote during working hours and if they do so, time will be made up. In any event, employees will be

permitted to vote before and after their shifts and during meal and break periods.

21.6
The Parties agree that new continuing employees may be given the opportunity to meet with representatives of the Union as follows:

a. The release of employees shall be where operational considerations permit
b. Such meeting will be upon prior request by the Union, and must be approved by Management
c. Each meeting will be for a maximum of thirty (30) minutes
d. There will be no more than one (1) such meeting per month
e. Employees will be released with pay for such meetings.

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

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

22 UNION DUES AND DEDUCTIONS

22.1
During the term of this Agreement the Corporation agrees to deduct Union dues at a rate in accordance with any schedule as certified to the Corporation by the Union either:

a) beginning on the effective date of this Agreement for every present employee; or
b) beginning on the first day of employment for every new employee.

22.2
All deductions, payable to the Canadian Media Guild shall be remitted no later than three (3) business days following each pay date.

23 RELEASE FOR UNION ACTIVITIES

23.1
Employees, with the exception of employees covered in Article 24 (Leave of Absence for Union Work), shall be granted leave without pay to attend executive committee meetings, labour conventions, and other legitimate Union activities. A request for such leave shall be received in writing or electronically by the appropriate Industrial Relations representative at least ten (10) calendar days in advance, unless such time limit is mutually waived by the Parties. The Corporation reserves the right to limit the number of employees granted such leave in order to meet its operational requirements. Such leave will not be unreasonably withheld.

23.1.1
Subject to any restrictions contained in various benefit plans, leave provided in clause 23.1 shall not deprive an employee of any benefits to which the employee is entitled under the terms of this Agreement. Employees granted leave under clause 23.1 will continue to accumulate service to a maximum period of one (1) year. If the period of leave extends beyond the one (1) year time frame, arrangements may be made regarding possible benefit continuation including full cost of same, according to Article 24 (Leave of Absence for Union Work).

23.2
The Corporation shall release, without loss of regular pay or leave credit, Union representatives to attend negotiations, grievance meetings, and other national joint committee meetings established under the Collective Agreement.

The Corporation will release up to:

- seven (7) employees for negotiations
- five (5) employees for grievance committee meetings consistent with Article 16 (Dispute Resolution and Grievance Procedure)
- five (5) employees for workforce adjustment committee meetings

The number of employees released to attend other national joint committee meetings will be by mutual agreement, unless the number is determined by the Collective Agreement.

23.3
The release notice for negotiation and a national joint committee meeting shall be submitted to the appropriate Industrial Relations representative at least ten (10) calendar days in advance, unless otherwise mutually agreed.

23.4
In the event an employee is in attendance at any of the meetings referred to in this Article on a scheduled day-off, the employee shall receive a compensatory day-off in lieu to be taken at a mutually convenient time. Such day(s) shall, when possible, be assigned in conjunction with regular consecutive days off.

23.5
The number of employees released for local/regional joint committees will be as contained in appropriate articles in the Collective Agreement. A request for release for Dispute Resolution or other local meetings will, where possible, be submitted at the time the meeting is arranged.

23.6
It is understood the Corporation reserves the right to hire temporary employees for any releases contained in this Article.

23.7
The Corporation will maintain the regular salary and benefits of an employee who is granted leave without pay in accordance with 23.1 above. To recover the employee's salary and complete cost of benefits from the Union, the Corporation will issue and email an invoice, on a monthly basis, to the Union setting-out the amount owed by the Union.

A statement of account showing the date(s) and the names(s) of the employee(s) who were on such leave will be emailed with the invoice.

The Union agrees to provide the Corporation with, and to keep this information updated, the Union's correct legal name, address, phone number, email address and name of a contact person.

Payment of the emailed invoice is due 30 days after receipt. If such invoice is not paid within 45 days of receipt, the Corporation shall be entitled to deduct the invoice amount from the next Union due remittance payment owed to the Union.

24 LEAVE OF ABSENCE FOR UNION WORK

24.1
An employee who is elected to a Union office, or who accepts work with the Union on a full-time basis for more than one year, shall be placed on a leave of absence without pay. During such leave of absence there will be a continuation of pension and benefits for permanent employees. The Union will be billed back for the full costs of the CBC's share of pension and benefits costs. It is understood that such leaves shall be tied to the length of the term of the Union office and/or Union work and:

24.2
The employee will not receive a salary from the Corporation. The employee's basic salary at the commencement of the leave will initially be used to determine the cost of, and entitlement to, pension and benefits for the employee. The employee will be eligible for any general wage increases during the leave of absence for the purpose of re-calculating pension and benefit remittances and entitlements only. Any such increases will be included in the amount deducted from the monthly remittance.

24.3
The Union agrees to the Corporation deducting from the Union remittance on a bi-weekly basis, all employer costs i.e., pension and benefits.

24.4
The employee will pay for all employee paid contributions for pension and benefits based on the eligible salary for pension and benefits.

24.5
The employee will be eligible to participate in the long-term disability (LTD) plan under the terms of the plan assuming he/she maintains this benefit at the commencement of any Leave of Absence for Union Work. Travel Accident Insurance will be suspended.

24.6
The employee's annual leave bank will be paid out at the start of the leave of absence unless otherwise agreed and the employee will not earn, nor is he/she entitled to, any type of leave until such time that he/she returns from the Union leave of absence.

However, the Union leave of absence will be counted towards determining annual leave entitlement upon return to work. If an employee received the pay advance in May 1998, the employee must leave ten (10) days of annual leave banked for recovery of the pay advance if he/she terminates his/her employment with the Corporation directly from Union leave.

24.7
Any additional remuneration will be suspended while on leave of absence.

24.8
Should there be a strike or lockout of the bargaining unit while the employee is on leave of absence, the Union will be responsible to reimburse the Corporation for any monies owing at the resolution of the strike or lockout. Any strike or lockout period will not be recognized for any service unless specifically negotiated as part of the settlement of the labour dispute.

24.9
Any service earned during the leave of absence will not be used in the computation of severance pay under the Workforce Adjustment provisions of this Agreement.

24.10
Service earned during the leave of absence will be counted towards the long service awards (i.e. time recognition awards).

24.11
The Union and the Employee agree to pay the Corporation all outstanding monies associated with this Agreement prior to the employee being reinstated from the leave of absence.

25 LABOUR RELATIONS EDUCATION

25.1
Where the Parties agree that it is in their mutual best interests, the Corporation agrees to grant leave with pay for employees to attend training specifically related to the understanding and application of Collective Agreements in order to meet the Purpose and Intent of this Agreement as described in Article 1 (Purpose and Intent of Agreement). The focus of such training may include, but is not limited to, courses on the operation of joint committees, dispute resolution, effective grievance handling and arbitration. The type and duration of such training courses are to be mutually agreed on an annual basis.

26 NO STRIKES OR LOCKOUTS

26.1
The Union will not cause, or permit its members to cause, take part in, a strike or any other kind of interference or any other stoppage, total or partial of any of the Corporation's operations. The Corporation will not cause, engage in or permit a lockout at any of its locations.

26.2
Should another group of employees other than members of the bargaining unit go on strike or be locked out, employees in the bargaining unit will not be required to perform, take part in or assist in the performance of any work under the jurisdiction of the employee group which is on strike or locked out.

EMPLOYMENT STATUS

27 EMPLOYEE STATUS

27.1
The Parties recognize the importance of hiring, maintaining and developing a skilled, experienced and diverse workforce.

27.2
The Corporation is committed to maintaining a permanent workforce and recognizes the value that permanent employees provide.

However, the Parties also appreciate the need for a level of additional flexibility in how employees are engaged.

27.3
Employees hired at the CBC within the CMG bargaining unit will be hired as permanent or non-permanent.

Permanent and Non-Permanent Employees

27.4
Employees who are permanent will maintain their permanent status and will not be required to revert to, or accept, contract status in the future.

Permanent employees will be hired in any classification contained in this Collective Agreement.

The Corporation may hire non-permanent employees for a variety of purposes including temporary or contractual work, subject to the limits in this Collective Agreement.

Temporary Employees

27.5
It is the intent of the Parties that temporary employees will be engaged primarily for the purpose of backfill. Where ongoing work exists, a

position will be posted and filled on a permanent or contract basis, as appropriate.

The Corporation may engage employees in any classification on a temporary basis for the following purposes:

a. To fill positions occupied by full-time or part-time employees who are absent from their position for a variety of reasons (e.g. sick leave, leave of absence, secondment, etc.);
b. For emergencies;
c. To augment permanent staff for the purpose of dealing with "special situations" requiring the additional resources and/or unique skills not readily available within the normal staff complement, for a defined period of time [e.g. elections, major sporting events, periods of simultaneous programming resulting in higher than normal work requirements, program development projects (as described below), etc.].

Program Development Projects:

There is recognition that the development of new programs across all platforms is vital to the vibrancy and relevance of the CBC.

The program development process can involve the creation of proposals, treatments, production bibles, demos, pilots and the initial programming run.

There is a recognition that development occurs before, during and after the initial airing of new programming, normally to a maximum of six months. In the event that this period is exceeded, the Parties agree to discuss the circumstances.

The decision to hire under this temporary provision is guided by:

- Uncertainty about the length of the development process.
- Uncertainly about the skills and talents needed for the program.

- Uncertainty about whether the program will be approved for airing.

There is a clear recognition that program development for the purposes of this Article applies to new concepts, initial development, piloting and initial run.

27.5.1
Where a temporary vacancy is longer than 13 weeks, a temporary employee will normally be hired for the duration of the vacancy.

27.5.2
Temporary employees will not be hired to avoid filling a vacancy for a full-time job or to eliminate or displace full-time continuing employees. Temporary employees may be used in a period where a posting of a vacant position is in process or being assessed – both should have a reasonable time limit (6 months). There may be exceptions, which will be discussed with the union.

27.5.3
Whenever a temporary employee has been employed on a continuous basis in the same position for eighteen (18) or more months [twenty-four (24) months in the case of LTD cover-off], he/she will be converted to full-time status.

27.5.3(a)
For the purposes of determining a temporary employee's eligibility to convert to permanent status, authorized leave and/or time spent on a temporary upgrade will be included. Upgrades for this purpose are deemed to be those provided through the assignment process and exclude positions that have been posted and/or positions for which the temporary employee has applied and been accepted. In addition, a break of one week or less for the purpose of this clause does not constitute a break in service.

27.5.3(b)
Employees who achieve permanent status via the provisions of this clause will not be required to complete a probationary period.

27.5.4
At the time of hiring, temporary employees will be advised of the terms of their engagement (including classification, salary and start and end date) which may be on a regular or per occasion basis. Information regarding temporary employees will be provided to the Union on a monthly basis in accordance with Article 20 (Information to the Union).

27.5.4(a)
Where a short-term temporary employee has been engaged continuously for thirteen weeks, the employee's status will be reviewed by the Local Joint Committee to ensure short-term temporary is the appropriate employment status.

27.5.5
Short-term temporary employees will progress one step on a salary band after having worked 1950 straight time hours on that band and/or higher bands. For clarity, time worked in any salary band will apply toward progression on that band and on lower bands.

Notwithstanding the above, a short-term temporary employee will progress within any band on which they work every two calendar years, at a minimum.

27.5.6
A temporary employee subsequently hired into a permanent position will have previous time worked as a temporary employee in the bargaining unit counted toward the salary scale, annual leave entitlements and corporation seniority.

27.5.7
All temporary employees shall be entitled to the holidays listed in Article 64 (Holidays).

27.5.8
Temporary employees will be scheduled and assigned in a manner consistent with the position they are engaged to fill. They will normally be engaged for a full shift. However, they may be engaged for less than

a full shift for legitimate operational needs such as backfilling for part-time employees or backfilling for less than a full shift for partial days of annual leave or sick leave.

27.5.9
Temporary employees hired for a period of less than thirteen (13) weeks will be paid a premium of twelve and a half percent (12.5%) on each pay in recognition of the fact that they are not entitled to annual leave, sick leave, insured benefits or pension coverage.

27.5.10
Former Unit 2 temporary employees who have previously been paid a premium of eighteen and a half percent (18.5%) in lieu of vacation, sick leave, insured benefits and pension coverage will continue to receive this benefit, rather than twelve and a half percent (12.5%).

27.5.11

Long-Term Temporary Employees

Temporary employees hired for a pre-determined duration of at least 13 weeks or who work 29 straight time hours or more per week for 13 consecutive weeks will:

a. Subject to any restrictions contained in various benefit plans, the Collective Agreement or legislation, enjoy the benefit plans related to this Collective Agreement, prorated for time worked;
b. Not have to re-qualify for supplementary health benefits if they are re-engaged within a thirteen (13) week period following their previous engagement, subject to the provisions of the plan.
c. The payment of Short Term Disability is based on continuous service. However, STD benefits shall not have the effect of extending the temporary employment beyond its scheduled termination date.

All Long-Term Temporary employees will receive an amount in lieu of pension equivalent to the Corporation's current service cost

contributions to the pension plan. Should the employee meet the Corporation's pension plan eligibility criteria and opt to join the plan, any compensation paid in lieu of pension shall cease upon the employee enrolling in the Corporation's pension plan.

Short-Term Temporary Employees (formerly casual employees)

Temporary employees who work 29 straight time hours or more per week for 13 consecutive weeks will:

a. Subject to any restrictions contained in various benefit plans, the Collective Agreement or legislation, enjoy the benefit plans related to this Collective Agreement. Benefits will commence no later than 4 weeks following the qualification period and will continue as long as the employee works 58 straight time hours in each bi-weekly pay period. Employees will be notified in writing when benefits will commence. Salary-based benefits will be based on a fixed amount;

b. The criteria of working fifty-eight (58) straight time hours in each bi-weekly pay period will determine the eligibility for benefits in the following pay period provided that time cards are submitted on time. In the event that time cards are submitted late resulting in loss of benefits eligibility in the following pay period, benefits eligibility will be reinstated provided that the time cards are submitted no later than the next 2 pay periods. The appropriate pay revisions would be applied.

c. Not have to re-qualify for the benefits plans if they are re-engaged in a CMG position within a thirteen (13) week period following their previous engagement, subject to the provisions of the plan. For clarity, any CMG employee with benefits will not need to re-qualify if they are engaged within the following thirteen (13) weeks provided they work a minimum of fifty-eight (58) straight time hours within a bi-weekly pay period upon their return. Benefits will continue thereafter for each bi-weekly pay period in which they have worked a minimum of 58 straight time hours. Paid and unpaid authorized absences and

statutory holidays will be included in the hours required for qualification and maintaining benefits;

d. Since these employees will be deemed to have continuous service of 13 weeks for benefits purposes, the STD entitlement is 10 days at 100% and 75 day at 66 2/3% at the salary of the last position occupied by the employee before proceeding on sick leave during the period they had been assigned to work.

e. Employees who do not qualify for benefits will receive an amount equal to twelve-and-a-half percent (12.5%) of their salary as per article 27.5.9.

Employees who qualify for benefits will receive an amount in lieu of pension equivalent to the Corporation's current service cost contributions to the pension plan.

Statutory holidays will be included as part of the 29-hour qualification period.

All authorized leave (paid or unpaid) will be included as part of the 29-hour qualification period except that, in the initial 13-week qualification period, Annual Leave will only be included as part of the 29-hour qualification if it has been applied for and authorized prior to the commencement of the qualification period.

27.5.12
A temporary employee may be given training and/or orientation in order to perform the functions for which they have been engaged. Temporary employees engaged for one (1) year or more in the same position will be included in the Performance Management and Staff Development process.

27.5.13
In the event a temporary employee is released prior to the agreed term, he/she will receive two (2) weeks' notice or pay in lieu of notice.

27.5.14
Temporary employees hired on a per-occasion basis will not require notice of termination as provided in this Agreement due to the nature of their assignment.

27.5.15
The following Articles do not apply to temporary employees:

Article 30	Freelancers
Article 46-52	Workforce Adjustment articles
Article 61	Time Off in Lieu

Article 63 (Scheduling/Posting of Schedules) does not apply to temporary employees hired on a per-occasion basis.

See Appendix U: Temporary Employees: Guiding Principles

Contract Employees

27.6
The Corporation may also engage employees on a contract basis.

The Corporation may hire on contract in any classification where work is of a defined project nature as set-out in Appendix T – Engagement of Employees on Contract.

In a limited number of classifications (designated as "specific circumstances" classifications), the Corporation may hire employees on contract under specific circumstances as set-out in Appendix T – Engagement of Employees on Contract.

The Parties agree that the total number of contract employees will not exceed an amount equal to nine and a half percent (9.5%) of the permanent workforce plus eighty (80) positions.

27.6.1
At the time of hiring, contract employees will be provided with a letter of engagement or contract which will include the classification in which the employee is to work, the salary level, and the start and end of the engagement. A copy will be provided to the Union no later than ten (10) days after the engagement.

Contracts will be for a minimum duration of thirteen (13) weeks.

27.6.2
Contract employees will receive an amount in lieu of pension equivalent to the Corporation's current service cost contributions to the pension plan for permanent employees.

Employees who have been engaged continuously on a contract basis for two (2) years or longer will have access to the CBC Pension Plan, provided the employee meets the pension plan's eligibility criteria.

Should the employee decide to enrol, any compensation paid in lieu of pension shall immediately cease.

Contract employees with two (2) years or more of continuous service who have opted to enrol in the Corporation's pension plan may buy back all eligible service at full actuarial cost in accordance with the terms and conditions in the Corporation's pension plan.

27.6.3
Employees who are engaged on contract will each have a one-time only opportunity of converting to permanent status upon reaching four (4) years of continuous service.

Effective January 1, 2009, employees who are engaged on a combination of contract and temporary employment will each have a one-time only opportunity of converting to permanent status upon reaching four (4) years of continuous service. The combination of contract and temporary employment must be continuous. Furthermore, the last two (2) years of the four (4) year period must be contract employment. The Parties agree that this provision will not be

applied retroactively and that periods of employment prior to the ratification of the 2009 renewal Collective Agreement will not be counted under this provision.

Individuals who the Union believes have been treated inappropriately by being hired on a combination of contract and temporary employment which has resulted in a defeat of the individual's right to conversion will have their cases referred to the agreed-upon contract dispute resolution process for resolution.

Within ninety (90) days of reaching four (4) years of continuous service, employees who choose to opt for permanent status must notify their local Human Resources Department in writing of their intentions and copy his/her manager.

Contract employees who elect to become full-time permanent employees will be credited with continuous service back to the last date of hire into full-time continuous contractual employment except for employees who have their temporary employment time included in the 4 year conversion. For these employees, the employee will be credited with continuous service back to the most recent date of hire into continuous temporary employment.

27.6.4
Persons employed by the Corporation on a term contract of greater than thirteen (13) weeks shall have access to the full benefit plans (excluding pension) subject to any restrictions contained in the various plans.

27.6.5
Employees engaged on contracts will be notified in writing of the Corporation's intention to renew or not renew the contract as per the following:

Service	Notice Prior to End of Contract
13 weeks to 1 year of service	Thirty (30) days
1-4 years of service	Sixty (60) days
More than 4 years of service	Ninety (90) days

In cases of non-renewal by the Corporation, the Corporation will pay one (1) week's salary for each six (6) months of continuous service or major portion thereof with the Corporation. The non-renewal of a contract shall not be subject to the grievance procedure.

27.6.6
In the event the Corporation terminates a contract of one (1) year or more for other than disciplinary reasons, the Corporation shall give notice, or pay in lieu of notice, as above or as required in accordance with the termination terms of the individual contract, whichever is greater. The Corporation will pay one (1) week's salary for each six (6) months of continuous service or major portion thereof with the Corporation.

27.6.7
Contracts for the following classifications can only be terminated during the term of the contract for just cause or lack of work:

- Producers, Associate Producers, Announcers, Hosts and Senior Hosts in Television Arts and Entertainment and Performance.
- Producers, Associate Producers, Announcers, Hosts and Senior Hosts in Television Sports.
- Announcers, Hosts and Senior Hosts in Radio Music, Comedy and Drama
- Producer – National Line-up and Assignment, Senior Reporter, Producer, Provincial Affairs Reporter, Reporter/Editor, Associate Producer, Associate

Producer/Technician, Video Journalist and Video Producer employed in News and Current Affairs.

27.6.8
Former ATPD Continuing Contract Producers in Television Arts and Entertainment programs will be permitted to maintain their continuing contract status which is automatically renewed year-to-year at a remuneration which is negotiable but which shall increase by an amount not less than the increase negotiated with the Union.

27.6.9
The following Articles do not apply to contract employees:

Article 11	Discipline
Article 30	Freelancers
Article 42	Improvement Plan
Article 46-52	Workforce Adjustment articles
Article 51	Severance Pay at Retirement

27.6.10
On a monthly basis, the Corporation will provide the Union with a list of contract employees on the payroll.

Community Talent Development

27.7
The Parties agree that it is important to reflect Canadian communities in the CBC workforce. As one way to enhance that reflection, the Corporation may, on a limited basis, engage people who do not have the skills to normally be hired but may have the potential to become qualified for CBC employment. These people may only be engaged for the clear purpose of training, development and the acquisition of work experience. This term of employment will not extend beyond one-year except where the Parties mutually agree.

These employees must have a detailed written development/work plan for training and mentoring with an ongoing monitoring process aimed at assessing skills and job opportunities.

The Union will be advised at the local level when the Corporation intends to hire under this clause.

It is agreed that this type of contract will not be included in the calculation of the total number of contract employees as per 27.6.

27.7.1
Community Talent Development (CTD) employees will not be hired to avoid filling a vacancy for a full-time job or to eliminate or displace full-time continuing employees.

27.7.2
At the time of hiring, CTD employees will be advised of the terms of their engagement (including classification, salary and start and end date). This information will be provided to the Union on a monthly basis in accordance with Article 20 (Information to the Union).

27.7.3
A CTD employee subsequently hired into a permanent position will have previous time worked as a CTD employee in the bargaining unit counted toward the salary scale, annual leave entitlements and corporation seniority.

27.7.4
All CTD employees shall be entitled to the holidays listed in Article 64 (Holidays).

27.7.5
CTD employees will be scheduled and assigned in a manner consistent with the work they are assigned. They will be engaged for a full shift.

27.7.6
CTD employees hired for a period of less than thirteen (13) weeks will be paid a premium of twelve and a half percent (12.5%) on each pay in recognition of the fact that they are not entitled to annual leave, sick leave, insured benefits or pension coverage.

27.7.7
CTD employees hired for a period of more than thirteen (13) weeks or who work 29 straight time hours or more per week for 13 consecutive weeks will:

a. subject to any restrictions contained in various benefit plans or legislation, enjoy the benefit plans related to this Collective Agreement, prorated for time worked;
b. be treated in accordance with the Short Term Disability/Long Term Disability (STD/LTD) provisions of this Collective Agreement;
c. not have to requalify for supplementary health benefits if they are re-engaged within a thirteen (13) week period following their previous engagement, subject to the provisions of the plan. (For clarity, any employee with benefits will not need to re-qualify if they are re-engaged as a CTD employee within 13 weeks provided they meet the criteria (29 straight time hours per week);
d. receive an amount in lieu of pension equivalent to the Corporation's current service cost contributions to the pension plan for permanent employees. Should the employee meet the Corporation's pension plan eligibility criteria and opt to join the plan, any compensation paid in lieu of pension shall immediately cease.

Statutory holidays will be included as part of the 29-hour qualification period.

All authorized leave (paid or unpaid) will be included as part of the 29-hour qualification period except that, in the initial 13-week qualification period, annual leave will only be included as part of the 29-hour qualification if it has been applied for and authorized prior to the commencement of the qualification period.

27.7.8
CTD employees will have their own development process as per 27.7 and will not be included in the Performance Management and Staff Development process under Article 39.

27.7.9
In the event a CTD employee is released prior to the agreed term, he/she will receive two (2) weeks' notice or pay in lieu of notice.

27.7.10
The following Articles do not apply to CTD employees:

Article 30	Freelancers
Article 46-52	Workforce Adjustment articles
Article 61	Time Off in Lieu

Resignation

27.8
An employee who resigns from the Corporation may do so in writing with at least two (2) weeks' notice or such other period as mutually agreed upon between the employee and a supervisor.

28 PART-TIME

28.1
The Parties acknowledge the continuing need for full-time employees with regard to the proper operation of the organization. The Parties also recognize the need for part-time employment in a variety of situations filling a variety of needs.

28.2
The hiring criteria used for full-time employees will be used when hiring part-time employees.

28.3
Part-time employees will not replace or displace Alternate Work Arrangements outlined in Article 62 (Alternate Work Arrangements) of this Collective Agreement, e.g. compressed work week, job sharing, etc. It is also agreed part-time employees will not be used to displace current full-time employees.

28.4
Full-time employees will not be required to revert to, or accept, part-time employment.

28.5
Part-time employees will be confirmed after a probationary period equal in time worked to the probationary period of full-time employees as defined in Article 29 (Probation), or two years, whichever comes first.

28.6
Part-time employees will have their schedules posted in accordance with Article 63 (Scheduling/Posting of Schedules). Part-time employees may be scheduled on a daily or weekly basis. Daily hours posted will be a minimum of four (4) hours.

28.7
It is recognized that part-time employees can be used in emergency

situations or to replace short term absent employees. In such cases, it may not be possible to schedule the employee in accordance with 28.6.

28.8
Part-time employees will not be required to work more than five (5) days per week.

28.9
Remuneration for part-time work will be as per the hourly rates of pay specified in Article 54 (Classifications and Hourly Rates) of the Collective Agreement.

28.10
Part-time employees will have applicable annual leave entitlement prorated on the basis of hours worked.

28.11
Overtime will be applicable on the basis of full-time equivalent in accordance with Article 60.1 (Overtime – Daily Scheduled).

Employees may elect to accumulate equivalent time off in lieu as per Article 61 (Time Off in Lieu).

28.12
Part-time employees will have access to CBC benefit and pension plans, prorated where applicable, and subject to any restrictions contained in the various benefit plans.

28.13
When full-time vacancies become available in a location, part- time employees who apply for such vacancies will be given equal consideration to full-time employees who apply.

28.14
The following Articles will not apply to part-time employees:

Article 35	Foreign Correspondents
Article 58	Work Week and Days Off
Article 62	Job Sharing and Reduced Work Week provisions of Alternate Work Arrangements (other AWA provisions will apply)

29 PROBATION

29.1
At the time of hiring, the manager and the employee will review the standards and expectations of the employee's job, the job duties and responsibilities. A review of the employee's performance will be conducted prior to the end of the probationary period.

29.1.2
A nine (9) month probationary period shall apply to any person newly hired into a full-time non-contractual position, as of the date of hiring. This period may be extended with written notice to the Union but for no more than three (3) months. An employee may be confirmed in his/her job at any time before the end of the nine (9) month period.

29.2
At Management's discretion, this probationary period may be extended by a period equivalent to any absence with or without pay.

29.3
An employee will be deemed to have successfully completed the probationary period at the end of the nine (9) months provided there has been no extension as per clause 29.1.2 or 29.2 above.

29.4
The Corporation agrees that the probationary period will not be used simply to avoid confirming newly hired persons to full-time permanent status. To clarify, this means the Corporation will not abuse or misuse the probationary period by making a practice of keeping persons employed only to release them close to the end of the probationary period.

29.5
A temporary employee, who has worked for a period of at least three (3) months in the previous twelve months, hired into the same classification on a permanent basis, will have a nine (9) month probationary period, which is not subject to a three (3) month extension.

Temporary employees who do not meet these criteria will have a regular probationary period in accordance with 29.1.2.

29.6
When the Corporation releases someone on probation the Union will be notified. The reasons for such release will be given in writing if requested by the individual concerned.

29.7
An employee released during or at the end of the probationary period will be given two (2) weeks' notice or pay in lieu of notice.

FREELANCERS, CONTRIBUTORS AND INTERNS

30 FREELANCERS

Technical Freelancers

30.1
The Corporation may continue with its practice of engaging technical freelancers for functions such as mechanical, design, special effects, make-up, transmission and other technical functions.

Technical freelancers will be paid at a minimum daily rate of two hundred and eighty dollars ($280) and union dues will be deducted and remitted. The Parties shall meet within one hundred and eighty (180) days of ratification to discuss and resolve the half (½) day rate.

Technical Freelancers shall be provided with a confirmation of services when engaged.

No other provisions of this Collective Agreement, including the balance of this Article, will apply.

30.2
The Corporation may also engage persons for Freelance Specific Services or as Freelance Contributors.

30.3 Contracts
Subject to this Article, it is a principle of this Agreement that all Freelancers and the Corporation shall have the right of protection afforded by a written contract and such contract shall be signed before the commencement of any assignment covered by this Agreement. Where standard forms are used, the format of such forms will be agreed upon by the Parties.

Freelance Specific Services

30.4
Under Freelance Specific Services contracts, a freelancer will provide a

deliverable for a specific identifiable program(s) or program segments or items within an individual program series. Such contracts will not have a term. Freelance Specific Services contracts shall be prorated at not less than the applicable minimum rate for similar work referred to in Article 54 (Classifications and Hourly Rates).

Freelance Contributors

30.5
The Corporation appreciates the value and richness freelance contributors bring to the CBC. They strengthen the voice of CBC and provide diversity of content.

(See Letter of Agreement: Freelance Contributors)

The freelance community brings stories to the CBC that run across platforms and might not otherwise be available. They are an essential part of CBC. The use of freelance material is also an efficient way to bring a wide variety of content to the CBC.

The CBC benefits by being able to attract experienced freelance contributors capable of providing high quality material with a minimum of direction.

The Parties agree that freelance contributors be paid fairly for their work based on fiscal realities. It is also recognized that rates may be determined according to a variety of factors including platforms and complexity of the deliverable.

Freelance contributors are engaged to work on specific assignments under 30.5.8 and 30.5.9.

This clause will not be used to replace absent employees or for emergency purposes as defined under Article 27.5 (Employee Status – Temporary Employees).

30.5.1
Freelance Contributors, when engaged, will receive a rate of remuneration not lower than the basic fee provided for in this Article.

30.5.2 Alternative Contracting Process
This clause applies only when the Corporation pays a fee to the Freelance Contributor:

a) The Parties agree that in circumstances where time, distance or production constraints make completion of a contract impractical before commencement of work, the Corporation and the freelance contributor may, by mutual agreement, sign a Memorandum of Understanding which shall include: a description of the assignment (topic, length, format/category, deadline), the agreed-upon rate of pay and the ownership of copyright. Such memoranda may be executed by facsimile or electronic means. A copy of such memoranda will be provided to the freelance contributor. In such instances, a duly-executed written contract will be signed by both Parties as soon as is practical after the commencement of work, but no later than five (5) business days after negotiation of the Memorandum of Understanding. This deadline may be extended by mutual agreement.

b) It is also recognized that some production circumstances may prevent completion of a written contract or Memorandum of Understanding prior to the completion of the work. In such cases both the person who assigns the freelance work and the Freelance Contributor are responsible for keeping accurate notes of any verbal agreement.

30.5.3 Editorial Modifications
Where provisions for subsequent editorial modifications were not negotiated as part of the original contract, the following will apply:

a. The Corporation and the CMG agree that, with respect to work done by Freelance Contributors, the Corporation shall make best efforts to consult the Freelance Contributor with

regard to substantial changes, modifications, additions or deletions affecting meaning, intent, theme, characterizations or other changes of a major nature. At the Corporation's discretion, the freelance contributor may be contracted to do the work.

b. Where the Freelance Contributor does not make changes and holds unencumbered copyright: If the Freelance Contributor does not agree with the changes, he/she may refuse permission for the modified item to be broadcast.

c. Where the Freelance Contributor does not make changes and does not own copyright as described in b) above: he/she may elect to have his/her credit removed from the item. The Corporation will acknowledge the Freelance Contributor's original work, and indicate that this is an edited version.

30.5.4 Expenses

Subject to negotiation at the time of contracting, it is agreed that Freelancers will be reimbursed for direct authorized expenses related to the performance of their assignment.

30.5.5 Copyright Clearance

In the case of any freelance contribution which includes any material for which copyright is held by one or more third parties, the Freelancer shall provide sufficient advance notice to the Corporation of such third-party interests. The Freelancer and the Corporation will then negotiate which party will be responsible for obtaining and/or paying copyright clearance. If it is the Freelancer's responsibility, he/she shall obtain the appropriate clearances for the Corporation to exercise its rights under Article 30.5.8.

30.5.6 Corporation Obligations to the CMG

After sincere efforts have been made by the Parties to resolve a complaint, and prior to a grievance being filed regarding what services were contracted and which were performed, the Corporation will, upon the written request of a CMG staff representative, provide sufficient information to support that the work was done in accordance with the original services contracted for, where such information exists.

30.5.7 Speculation

The Corporation and the CMG agree that Freelancers shall not be required to work on a speculative basis.

Nothing in this Article shall prevent the Corporation from discussing with any Freelancer any ideas in order to determine his/her thoughts and reactions and/or to determine his/her suitability for the assignment provided that such assignments shall be subject to the terms of this Agreement.

30.5.8 Licensing

Each Freelance Contributor contract will set out the license negotiated by the Corporation.

1. License A:

The Freelance Contributor holds copyright in the contribution. The payment of at least the minimum rate as set forth in this Article shall entitle the Corporation to unlimited use of the contribution in question, in whole or in part, on all Current CBC Platforms, and the right to license and re-distribute the contribution, in whole or in part, to third parties, provided that the contribution originates from a CBC-branded program and is credited to CBC.

The Freelance Contributor shall be paid not less than the minimum rate.

Use or re-use of the contribution on CBC platforms, other than the Current CBC Platforms, will be subject to discussion between the Parties prior to introduction of the new platforms with consent for such use not being unreasonably withheld.

Current CBC Platforms includes the following:

- CBC Television, including English and French-language services, Newsworld, RDI and Country Canada
- Video on Demand

- CBC Radio, including English and French-language services, Radio 3, Radio Canada International
- Galaxie
- CBC.ca, Radio-Canada.ca and any CBC-branded Internet site
- Satellite radio (when branded as CBC)
- Personal and Mobile devices such as cellular, MP3 players

2. License B:

The Freelance Contributor holds copyright in the contribution. In addition to the rights enunciated in License A above, the Corporation will have the right to exploit the contribution and license in whole or in part in non-CBC-branded and non-CBC-credited properties.

The rate for License B shall be no less than ten percent (10%) of the minimum rate set out below in Rates and Categories. Where an "above scale" fee has been negotiated for License A, the premium for License B shall be based on the minimum rate unless otherwise negotiated between the Corporation and the Freelance Contributor.

The License B premium may be paid at the time of original contracting. If the Corporation originally obtained License A from a freelance contributor and subsequently wishes to obtain License B, the Corporation must negotiate payment with the Freelance Contributor. Such payment can be no less than ten percent (10%) of the minimum rates set out below.

Where the Freelance Contributor's clear claim to copyright has been negotiated and is established and identified on scripts, copies of scripts, tapes, computer files or any other medium supplied by the freelance contributor to the Corporation, the Corporation shall not reproduce in any manner whatsoever such material or any portion thereof as it relates to merchandising (whether sold, rented or distributed as promotional material) without also reproducing and attaching thereto such copyright identification.

3. Copyright:

The Corporation purchases copyright in the original contribution, which shall include all rights under the License A and License B and all other rights in and to the contribution.

The rate for purchase of copyright shall be subject to negotiation between the Freelance Contributor and Corporation.

4. Assumption:

In the event the freelance contributor wishes to sell or assign copyright in the contribution to a third party, such sale or assignment shall be subject to the Corporation having the first right of refusal to purchase the copyright pursuant to the terms of paragraph 3 (Copyright) above. The Corporation will advise the freelance contributor within ten (10) business days of its intention. If the contribution is ultimately sold or assigned to a third party, such sale or assignment shall be subject to any outstanding License A or License B held by the Corporation and the third party must agree to assume any of the freelance contributor's obligations thereunder.

30.5.9 Minimum Rates

Clause 30.5.9 applies to Freelance Contributors.

A. Audio Contributor Rates and Categories
Commentator

The freelance contributor presents material based primarily or exclusively on his/her opinion and experience or expertise. The item may be live or pre-recorded, but no material (e.g. script, interviews, sound) is provided or gathered by the freelance contributor in the preparation of the item. Any script or introduction is created solely by CBC personnel.

Length of item	01/04/14	01/04/15
Up to 5 minutes	$109.71	$111.36
15 minutes	$148.81	$151.04
30 minutes	$226.44	$229.84
45 minutes	$323.29	$328.14
60 minutes	$420.32	$426.62
Each additional 15 minutes	$64.57	$65.54

The above rates include work time (e.g. for research or preparation) equal to double the length of the item, with a minimum of one (1) hour. Any additional work time agreed to will be paid at no less than the basic hourly rate for a Senior Researcher (Salary Band 6) at top of scale.

Analyst

The freelance contributor gathers information, analyzes, prepares, and presents information. The services provided include research, preparation of script, interviewing and presentation, as appropriate. The freelance contributor's item may be scripted or extemporaneous. The freelance contributor may assist in the planning of any on-air interaction with CBC personnel or other freelance contributors by providing a script, introduction, background information, and/or suggested interview questions. The length of an introduction written by the freelance contributor shall be included in the total length of the item

Length of item	01/04/14	01/04/15
Up to 90 seconds	$84.07	$85.33
90 seconds – 2 minutes	$109.31	$110.95
2-3 minutes	$147.25	$149.46
Each additional minute	$11.03	$11.20

Contributing Reporter

The freelance contributor gathers information, analyzes, prepares, and presents information. The services provided include research, preparation of script, interviewing, presentation, recording and basic editing of recorded audio material, as appropriate. The freelance contributor's item may be scripted or extemporaneous, and the freelance contributor may participate in a panel discussion. The freelance contributor may assist in the planning of any on-air interaction with CBC personnel or other freelance contributors by providing a script, introduction, background information, and/or suggested interview questions. The length of an introduction written by the freelance contributor shall be included in the total length of the item.

The length of the item shall not exceed 10 minutes, nor contain more than three (3) separate interviews, or sound elements other than incidental sound. Items that exceed these specifications shall fall into the Contributing Producer category.

Edited items are to be delivered in a completed state unless agreed otherwise at the time of contracting.

Length of item	01/04/14	01/04/15
Up to 90 seconds	$105.09	$106.67
90 seconds to 2 minutes	$136.64	$138.69
2 minutes to 3 minutes	$184.06	$186.82
Each additional minute	$13.79	$14.00

Analyst-Specialist

The freelance contributor gathers information, analyzes, prepares, and presents information. The services provided include research, preparation of script, interviewing, presentation, recording and editing and/or mixing of recorded audio material, as appropriate. The freelance contributor's item may be scripted or extemporaneous. The freelance contributor may assist in the planning of any on-air interaction with CBC personnel or other freelance contributors by providing a script, introduction, background information, and/or suggested interview questions. The length of an introduction written by the freelance contributor shall be included in the total length of the item.

The length of the item shall not exceed 10 minutes, nor contain more than three (3) separate interviews, or sound elements other than incidental sound. Items that exceed these specifications shall fall into the Contributing Producer category.

Edited items are to be delivered in a completed state.

Length of item	01/04/14	01/04/15
Up to 90 seconds	$126.08	$127.97
90 seconds – 2 minutes	$168.23	$170.75
2-3 minutes	$227.00	$230.41
Each additional minute	$31.96	$32.44

Contributing Producer

The freelance contributor gathers information, analyzes, prepares, and presents information in the form of an edited item that reflects a higher degree of complexity such as a program segment or episode. The item may be pre-recorded (e.g., a documentary) or delivered live (e.g., a complex Script & Clip/Interaction & Clip). The services provided include research, preparation of script, interviewing, presentation, and/or editing of recorded material, as appropriate.

Edited items are to be delivered in a completed state.

Length of item	01/04/14	01/04/15
Up to 3 minutes	$266.00	$269.99
Each additional minute up to and including 20 minutes	$88.27	$89.59
30 minutes or less	$2,614.94	$2,654.16
60 minutes or less	$5,229.85	$5,308.30
90 minutes or less	$7,848.99	$7,966.72
Over 90 minutes	Negotiable	Negotiable

B. Audio-Visual/Video Contributor Rates and Categories

Commentator

The freelance contributor presents material based primarily or exclusively on his/her opinion and experience or expertise. The item may be live or pre-recorded, but no material (e.g. script, interviews, sound, video) is provided or gathered by the freelance contributor in the preparation of the item. Any script or introduction is created solely by CBC personnel.

Length of item	01/04/14	01/04/15
Up to 15 minutes	$265.02	$269.00
16 to 30 minutes	$452.62	$459.41
31 to 45 minutes	$510.63	$518.29
46 to 60 minutes	$626.97	$636.37
Each additional 15 minutes	$90.63	$91.99

The above rates include work time (e.g. for research or preparation) equal to double the length of the item, with a minimum of one (1) hour. Any additional work time agreed to: $32.58 / hour

Contributing Reporter

The freelance contributor gathers information, analyzes, prepares, and presents information. The services provided include research, preparation of script, interviewing, presentation, and/or **recording of** audio-visual material, as appropriate. The freelance contributor's item may be scripted or extemporaneous, and the freelance contributor may participate in a panel discussion. The freelance contributor may assist in the planning of any on-air interaction with CBC personnel or other freelance contributors by providing a script, introduction, background information, and/or suggested interview questions. The length of an

introduction written by the freelance contributor shall be included in the total length of the item.

Length of item	01/04/14	01/04/15
Up to 90 seconds	$199.78	$202.78
90 seconds to 2 minutes	$216.59	$219.84
2 minutes to 4 minutes	$246.78	$250.48
4 to 15 minutes	$265.02	$269.00
16 to 30 minutes	$452.62	$459.41
31 to 45 minutes	$510.63	$518.29
46 to 60 minutes	$626.97	$636.37
Each additional 15 minutes	$90.63	$91.99

Contributing Producer

The freelance contributor gathers information, analyzes, prepares, and presents information in the form of an edited item that reflects a higher degree of complexity such as a program segment or episode. The item may be pre-recorded (e.g., a documentary) or delivered live (e.g., a complex Interaction & Clip). The services provided include research, preparation of script, interviewing, presentation, and/or editing of recorded material, as appropriate.

Length of item	01/04/14	01/04/15
Up to 3 minutes	$283.34	$287.59
Over 3 minutes	Negotiable	Negotiable

Syndication (Applies to Live Audio and Audio-Visual/Video contributions)

The freelance contributor will be engaged to present a live contribution under one of the categories listed above.

For each additional presentation after the first: $45.00

This amount will apply for the life of the Collective Agreement and is not subject to across-the-board salary increases.

C. Text Contributor Rates and Categories

Commentator – Text Interaction

The freelance contributor participates in a live text-based interaction. The freelance contributor presents material based primarily or exclusively on his/her opinion and experience or expertise. No material (e.g. script, research, interviews) is provided or gathered by the freelance contributor in the preparation for the interaction. Any script or introduction is created solely by someone other than the freelance contributor.

Length of item	01/04/14	01/04/15
Up to 5 minutes	$109.71	$111.36
15 minutes	$148.81	$151.04
30 minutes	$226.44	$229.84
45 minutes	$323.29	$328.14
60 minutes	$420.32	$426.62
Each additional 15 minutes	$64.57	$65.54

The above rates include work time (e.g. for research or preparation) equal to double the length of the item, with a minimum of one (1)

hour. Any additional work time agreed to will be paid at no less than the basic hourly rate for a Senior Researcher (Salary Band 6) at top of scale.

Contributing Reporter – Text Interaction

The freelance contributor participates in a live text-based interaction. The freelance contributor gathers information, analyzes, prepares and presents information. The services provided include research, interviews, and scripting as appropriate. The freelance contributor's item may be scripted or extemporaneous and the freelance contributor may participate in a panel discussion. The freelance contributor may assist in the planning of the interaction with CBC personnel or other freelance contributors by providing a script, introduction, background information, and/or suggested interview questions. The length of an introduction written by the freelance contributor shall be included in the total length of the item.

Length of item	01/04/14	01/04/15
Up to 90 seconds	$105.09	$106.67
90 seconds to 2 minutes	$136.64	$138.69
2 minutes to 3 minutes	$184.06	$186.82
Each additional minute	$31.96	$32.44

Contributing Reporter – Text Contribution

The freelance contributor delivers a text-only contribution to be read by the public; for example, a news article, column, commentary, blog post.

Length of item	01/04/14	01/04/16
Per word	$0.50	$0.55

Text-based Reportage

Where a freelancer is engaged to provide live text reportage (e.g. live tweeting/blogging), he/she shall be engaged on a Freelance Specific Services basis as per article 30.4.

For the first hour of such engagement: $50.00
For the second hour: $50.00
Subsequent hours: $25.00 to a maximum of $280 in a single day

30.5.10 Photographs

When a contributor shoots a photograph as part of the contribution, the fee for each photograph(s) used and/or published will be no less than:

Number of photographs	**01/04/14**	**01/04/15**
1 or 2	$57.42	$58.28
3 to 5	$45.94	$46.63
6 to 10	$34.45	$34.97
Each additional photograph	$22.97	$23.31

30.5.11 Kill Fees

The following fees may apply only in cases where full payment is to be made upon completion of the Freelance Contributor's work:

If, during any time of the production of the work, the Corporation determines that the idea is not feasible or possible, the Corporation agrees to pay the freelance contributor a minimum of twenty percent (20%) of the contracted fee. Nothing in this Article shall preclude the Parties from negotiating a greater percentage of the contracted fee.

In the event the Corporation decides not to use a contribution after the Freelance Contributor has completed it according to the specifications

agreed to by the Parties, the Corporation shall pay one hundred percent (100%) of the contracted fee. However, no pyramiding of payments or double payments are allowed under this clause.

30.6
The following articles do not apply to:

Freelance Specific Services/Freelance Contributors

Article 5	Corporation Seniority
Article 11	Discipline
Article 12	Outside Activities
Article 16	Dispute Resolution and Grievance Procedure, except as in Article 30.7
Article 17	Local or Regional Joint Committees
Article 18	National Joint Committee
Article 27	Employee Status
Article 28	Part-Time
Article 29	Probation
Article 33	Assignment
Article 34	Producer's Authority
Article 35	Foreign Correspondents
Article 36	Posting of Vacancies
Article 37	Hiring and Promotion
Article 39	Performance Management & Staff Development
Article 42	Improvement Plan
Article 44	Workload
Article 45	Transfer & Relocation
Article 46-52	Workforce Adjustment Articles
Article 51	Severance Pay at Retirement
Article 52	Retirement
Article 53	General Salary Provisions
Article 55	Job Evaluation
Article 58	Work Week and Days Off
Article 59	Meal and Break Periods
Article 60	Overtime
Article 62	Alternate Work Arrangements
Article 63	Scheduling / Posting of Schedules

Article 64	Holidays
Article 65	Turnaround
Article 66	Call Back
Article 67	Shift Differential
Article 68	Annual Leave
Article 69	Parental Leave
Article 71	Leave With/Without Pay
Article 72	Special Leave
Article 74	Jury Duty
Article 75	Leave for Military Service
Article 76	Injury on Duty
Article 78-84	Benefits Articles

30.7 Grievance Procedure

Grievances under Article 30 (Freelancers) shall only relate to questions of terms of engagement, or payment, as specifically outlined in the language of the contract related to the specific item.

31 OCCASIONAL CONTRIBUTORS

31.1
Individuals (both members and non-members of the CMG) who are paid for occasional contributions shall be paid in accordance with the freelance rates outlined in Article 30 (Freelancers).

31.2
Additional work that is authorized and performed outside of a CBC employee's shift will be compensated in accordance with the overtime provisions of the Collective Agreement. No pyramiding or double payments are permitted under this Article.

31.3
Appropriate dues shall be paid to the CMG regardless of whether or not the contributor is a member of the bargaining unit.

31.4
The following occasional contributors will not receive payment:

a. A political figure taking part in a program on government affairs, persons holding or candidates for public office.
b. A member of the Armed Forces of Canada when appearing in any program primarily for the purpose of describing military ceremony or for the purpose of recruitment, education or information relating to the Armed Forces.

31.4.1
The following occasional contributors do not require payment. If payment is given, the provisions of 31.1, 31.2, and 31.3 will apply:

a. A member of the public appearing incidentally as part of a public event or of a studio audience or as a participant in an open-line broadcast.
b. A participant in a broadcast of any religious service.
c. A student participating in an educational broadcast.

d. Persons appearing as themselves on a broadcast produced in cooperation with a school, college, university, or educational organization.

e. Children under sixteen (16) years of age appearing as themselves.

f. The person who is the subject of the actuality and is interviewed as such.

g. A contestant participating in a quiz program or program game, provided that such a contestant is not rehearsed to develop an individual characterization.

h. Non-professionals appearing as part of local community affairs, historical re-enactments, county fairs and similar events on location, of which the Corporation is not the prime producer.

i. Any person who, in accordance with his/her occupation or status, takes part in a program as a lecturer, public services information officer, or designated spokesperson for an organization.

j. Any person working within the jurisdiction of another bargaining agent, which has an agreement with the Corporation.

k. A person who is interviewed as a guest or who is a guest on a panel, except as described in Article 31.4.2.

31.4.2

A person who is not a member of the bargaining unit, but is a recognized specialist, will not require payment until he/she has made four (4) appearances in any twelve (12) month period on a program or program segment on his or her specialty.

32 INTERNSHIPS

32.1
Internship programs may be created within the jurisdiction of the Canadian Media Guild. Such programs will be developed by the Corporation after input from the Union. The development process will include, but not be limited to, issues such as: the duration of the program, number of participants, publicizing of the program, selection of participants and training necessary for trainers and mentors.

32.2
An intern is someone who is in the workplace for training purposes and to augment their learning at a recognized educational institution.

An intern may also be someone from a designated group at which a specific internship is aimed. Designated groups include women, aboriginal peoples, persons with disabilities and members of visible minority groups.

Internships should not be confused with other corporate initiatives designed to help provide opportunities for designated groups within, or from outside, the CBC.

32.3
Interns will not be paid for their time at CBC except for recognized programs established by the CBC. The CMG will be advised of any such initiatives.

32.4
Internships will not replace existing staff, and will not be used to avoid filling a vacancy or hiring a temporary employee in accordance with Article 27.5 (Employee Status – Temporary Employees).

32.5
Internships will be guided by the following principles:

- Interns will be assigned a designated mentor, who will be an experienced CBC employee.

- Interns work under close supervision and receive daily guidance and feedback.
- The Corporation will not exploit interns and mentors by requiring them to perform tasks outside the direct scope of the internship program.
- Bargaining unit members will not be forced to provide mentoring or supervision to interns.

32.6
A bargaining unit member who agrees to mentor and/or supervise an intern will be informed in advance of the name of the intern, time commitment required for mentoring and/or supervision and the roles and responsibilities associated with the internship.

32.7
The CMG at the location concerned will be advised of internship initiatives; the name of the intern, location and duration of placement.

32.8
Interns can be assigned "real work" that may go to air, provided it is produced following the principles outlined in this Article.

32.9
Students who are merely observing or job shadowing for a limited period of time and not performing mentored and/or supervised work are not interns.

ASSIGNMENT AND STAFFING

33 ASSIGNMENT

33.1
Employees when hired full-time into a vacancy will have the job title identified in the posting and the core duties expected to be performed on a regular basis.

33.2
The Corporation has the right to assign employees to meet operational requirements.

33.3
An employee can be assigned to perform any of the duties within the bargaining unit, provided that such assignments will not be used as any form of disguised discipline.

33.4
The Corporation shall not change an employee's assignment capriciously or without justification. An employee will be advised of an assignment change. Such a change will not be made without bearing in mind the employee's skills and experience.

33.5
It is recognized that, as well as meeting the operational requirements of the employer, assignments may be used to minimize the impact of program and/or service cancellations and may also be used to advance the careers of employees.

33.6
Any change in assignment will not result in a reduction in base salary.

33.7
Employees assigned to perform the principal functions of a higher salary band will be paid the appropriate upgrade in accordance with Article 38 (Temporary Upgrades).

33.8
Employees may use the candidate profile database to create a profile, as described in Article 41 (Talent Management Systems Skill & Development Inventory), which may be used as a source of candidates for future assignments.

33.9
Permanent employees of the Corporation will be given special consideration for temporary assignments. Operational requirements will determine the availability of employees for such temporary assignments. Such opportunities will not be unreasonably withheld. This clause is not subject to the grievance procedure.

33.9.1
Where the assignment is for a specific period of time, the employee will be notified of the duration and details of the assignment.

33.9.2
When a temporary assignment is made permanent, the temporarily assigned incumbent, if he/she meets the functional requirements and performance factors for the position as outlined in the Statement of Qualifications, will be given special consideration when the position is filled. Upon appointment to the permanent position the normal trial period (Article 37.6) would apply. The temporarily assigned incumbent, if given the position, will have the time worked in the temporary assignment counted toward the trial period.

33.9.3
Temporary assignments shall not be used to avoid posting or filling a vacancy.

Refer to Appendix A for Principles of Assignment.

34 PRODUCER'S AUTHORITY

34.1
Producers have authority over and responsibility for a series of programs, a program or segments of programs in Radio, Television and CBC.ca. They work under the overall authority of management. Producers will participate from the earliest possible stage in the development of programs they are to produce.

The Producer's authority, consistent with the job description, is recognized at the level of conception, production, direction and completion of a program and gives them the right:

a) to submit and discuss any program project they consider worthy of interest;

b) to participate in the development of program objectives and the intellectual, material and financial development of a program. Failing such participation the Corporation cannot impose the production on the Producer;

c) not to undertake the production of a program if they do not concur in the program objectives, including, but not limited to, the program content, form and style, resources and allotted production time and audience objectives;

d) to exercise authority over and be accountable for resources and all stages of production within the program objectives, from the time the Corporation decides to undertake its production;

e) to choose and appraise participants, select resources and elements of the program within the mutually agreed program objectives;

f) to re-negotiate program objectives if any major element including, but not limited to, program content, form and style, participants, resources, allotted production time and audience objectives are changed.

The above rights shall not be exercised unreasonably.

34.2
Once a project is approved and a budget established, the Producer is accountable for using these funds according to the requirements of the program or program series, taking into account the availability of services and resources.

34.2.1
The Producer may obtain from his/her supervisor all information relating to the direct and indirect cost of his/her program(s).

34.3
The Corporation will protect the authority of the Producer over the content, form and budget of the program it assigns to him/her and shall not intervene except to protect and achieve agreed program objectives and its basic interests as defined in Article 1.3 (Purpose and Intent - Management Rights). The Corporation delegates to the Producer and/or Director full authority over employees in the studio, control room, on location and in post-production facilities during the rehearsal, production and broadcast of the program and will not intervene except to protect Corporation regulations.

34.3.1
When a Producer and Director work on a program or series of programs, final authority rests with the Producer.

34.3.2
When a program is assigned to an Executive Producer, the Producer recognizes the final authority of the Executive Producer at the level of conception, production and completion of the program.

34.3.3
Except in an emergency situation, the Producer will be consulted and his/her opinion will be taken into account in any post- broadcast editing of his/her program.

34.4
The Corporation shall not change a Producer's assignment or remove him/her from a program or series without justification and will act only after considering the Producer's performance in meeting mutually agreed objectives of the program or series, and after discussing his/her performance with the employee. At the request of the Producer, the Corporation will supply reasons in writing for such change or removal.

34.5
No person holding a managerial position in the Corporation may be assigned as a Producer unless the management functions of this person are officially suspended while he/she functions as a Producer.

34.6
The Corporation undertakes to include fair mention of the Producer in written publicity, on-air and web promotion.

34.7
Executive Producer and Senior Producer designations are given at the Corporation's discretion.

34.7.1
Executive Producers may have authority over one or more programs or series and over the Producers assigned to such programs. Generally the Executive Producer leads staff in the planning, conception, development, gathering for and production of major programs or groups of programs or platforms. His/her work will have a regular and ongoing requirement to co-ordinate the work of others.

Under the overall authority of Management, Executive Producers shall maintain a continuing and close relationship with Producers under their authority in the day-to-day exercise of their respective functions.

34.7.2
Senior Producer designations recognize the complexity of the tasks performed, impact of decisions made, and the skill and experience required of the incumbent.

34.7.3
Executive and Senior Producers must have recognized competence in the field or activity in which they work.

34.8
The Corporation shall not change the designation of any Senior or Executive Producer in a capricious manner. Any significant changes to Executive or Senior Producer designations shall be made in consultation with the employee concerned. If the Corporation removes an employee from such an assignment, he/she will be given written reasons for such removal, if requested. Appointment to, or removal from, Executive or Senior Producer assignments shall not be subject to the grievance process.

34.9
Associate Producers, with direction from one or more Producers, may participate in the production, direction and post-production of a program or program segments. The Producer must ensure that there is a demonstrable and appropriate level of contact, guidance, direction and involvement with the Associate Producer.

34.9.1
It is understood that an Associate Producer does not perform the full range of Producer responsibilities nor have full authority over a program or program segments as outlined in 34.1. Associate Producers will not be hired inappropriately to perform the full functions of a Producer.

34.9.2
In the absence of a Producer with responsibility for the program, an Associate Producer, if assigned to replace the Producer, will be upgraded and assume the responsibilities of a Producer. These responsibilities can include production, direction and post- production or parts thereof, depending on the program.

35 FOREIGN CORRESPONDENTS

35.1
It is understood that Foreign Correspondents provide a Canadian perspective on matters of global importance.

35.2
It is agreed that Foreign Correspondent is a special assignment given at the Corporation's discretion.

35.3
Employees can inform the Corporation, in writing, that they wish to be considered for such future special assignments and shall indicate what qualifies them for consideration.

35.4
The Corporation shall not change the special assignment of any employee in a capricious manner. If the Corporation removes an employee from a special assignment, he/she will be given written reasons for such removal, if requested. Any significant change in assignment shall be made in consultation with the employee concerned. The appointment or removal of any employee from a special assignment shall not be the subject of a grievance.

35.5

a) Before increasing or reducing the complement of Foreign Correspondents assigned from Canada or proceeding with a new distribution of the Foreign Correspondents' posts, the Corporation shall discuss such changes with the Union.

b) When the Corporation decides to transfer a Foreign Correspondent, it shall inform the Union of its intentions, in writing, after having discussed the transfer with the Foreign Correspondent in question. Such notice will be given at least three (3) months prior to the effective date of the change.

c) When assigning a new Foreign Correspondent from Canada, the Corporation will advise the Union of its decision at least two (2) weeks prior to the effective date of the assignment.

d) The Corporation will ensure Foreign Correspondents have access to the CBC job site through the intranet and/or Internet.

e) Before temporarily assigning a reporter from the national service to an area normally covered by a Foreign Correspondent, the matter will be discussed with the Foreign Correspondent, unless he/she is unavailable. Where possible, the domestic reporter should work in consultation with the Foreign Correspondent in the area.

f) All Foreign Correspondents shall be recalled together to Canada once a year, operational requirements permitting. Foreign Correspondents on urgent or important assignments may not be recalled. The Corporation shall provide one (1) day during the annual meetings for a general meeting of the Foreign Correspondents, including a session with representatives of the Canadian Media Guild.

35.6 Temporary Engagement

Temporary Foreign Correspondents engaged for more than one (1) month will receive the same rights and privileges as regular Foreign Correspondents prorated as appropriate. The Corporation will inform the Union of such temporary engagements.

35.7 Contract Correspondents

The Corporation reserves the right to engage Foreign Correspondent(s) on a contractual basis. In such a case the rates paid will be no less than the rates outlined in the salaries section of this Agreement.

If the Corporation wishes to terminate the engagement of a contract Foreign Correspondent, it shall give him/her ninety (90) days prior notice, even if this should extend beyond the term of his/her contract.

35.8 Freelancers

The Corporation reserves the right to use freelance reporters in its coverage of events outside Canada, and undertakes to give preference wherever possible to Canadians.

35.9 Assignments

For the purposes of this Article, an assignment is the posting of a Foreign Correspondent outside of Canada.

a) Prior to an assignment the Corporation shall specify in writing the duration of the Foreign Correspondent's assignment.

b) By common agreement, the Corporation and a Foreign Correspondent can modify or renew any assignment at its expiry.

c) The Corporation will give a Foreign Correspondent advance notice of four (4) months of its intention to offer a renewal of assignment or of its intention to recall a Foreign Correspondent to Canada on the expiry of his/her assignment. The Foreign Correspondent will give the same notice of his/her intentions.

d) Notwithstanding paragraphs (a), (b) and (c) above, the Corporation has the right to cancel a Foreign Correspondent's assignment for the following reasons:
   1. unsatisfactory performance;
   2. changes in news priorities;
   3. closing down of a foreign bureau.

35.10 Repatriation

a) Upon repatriation, a Foreign Correspondent who has continuous service will be offered a salary on the Senior Reporter salary scale (plus a contract if he/she was receiving one prior to the Foreign Correspondent assignment).

b) The position offered upon repatriation will not be subject to the posting provisions of the Collective Agreement.

c) When an assignment ends and a Foreign Correspondent is repatriated back to Canada, if required the provisions of Article 46 (Workforce Adjustment) may be applied should the return of the Foreign Correspondent result in a surplus of employees.

d) The Corporation will make every effort, within the constraints of business and operational needs, to meet the preference of the Foreign Correspondents as to location and job in Canada.

35.11 Salaries and Indemnities

Salaries

a) The salary scale set out in Appendix K (Classifications and Hourly Rates – National Line-up/Assignment Producer) shall apply for the duration of the Foreign Correspondent assignment.

b) A thirty percent (30%) minimum contract will be given to each Foreign Correspondent; after one (1) year, the minimum contract will be thirty-five percent (35%). All Foreign Correspondents are self-assigning and in the absence of the definition of a work day or a work week, the basic salary scale, supplemented by a minimum contract for each Foreign Correspondent, is intended to compensate for all professional services as well as all the operating requirements of the job. This contract may be negotiated above the minimum annually or bi-annually on an individual basis between the Foreign Correspondent and the Corporation, and will reflect the workload and other conditions. It is agreed that these supplements shall take effect each April 1, or at the date of assignment of a Foreign Correspondent.

Method of Payment

c) At his/her option, and where legally possible, the Foreign Correspondent shall be paid in local currency or in Canadian dollars. In the latter case, his/her salary shall be paid into his/her bank account in Canada and in proportions he/she so directs.

d) There shall be no deduction at source from salary or allowances without prior notification.

35.12 Allowances

a) Foreign Service

Foreign Correspondents assigned from Canada shall receive the same allowance as Corporation personnel based outside Canada and according to the CBC's internal regulations.

b) Hardship Pay

A Foreign Correspondent, while on assignment in a war risk zone, will receive additional pay at the rate of forty- two dollars ($42.00) a day.

c) Right of Refusal

The Corporation shall accept the refusal of a Foreign Correspondent to be assigned to a war zone or to an area of riot or insurrection. However, such a refusal without valid reason might involve, after examination, a review of his/her assignment as a Foreign Correspondent, especially if the zone in question is in the usual area covered by the Foreign Correspondent.

35.13 Travel

a) The Corporation will keep records relating to each Foreign Correspondent and his/her personal travel account. Any request for financial repayment concerning travel accounts will come from Department Heads. The Foreign Correspondent will be given access to his or her record of travel, if requested, in writing to substantiate such repayment.

b) Management, or its authorized delegate, can authorize first class air travel for Foreign Correspondents when they must go to work immediately upon arrival, upon completion of an especially arduous assignment, or when the flight is more than ten (10) hours.

c) The Corporation shall pay the transportation expenses of the Foreign Correspondent and his/her family to return to Canada once a year on his/her annual leave if he/she has served abroad for two (2) years, and every two years hence.

d) Transfer and Relocation Expenses - Foreign Postings. The cost of repatriating (if required) a Foreign Correspondent and his/her family shall be borne by the Corporation, subject to the conditions set out in the CBC Human Resources manual.

35.14 Sundry Expenses

Current expenditures are maintained at their present level, but it is understood that the Corporation can review priorities and inform the Foreign Correspondent as to what expenses will be allowed in future.

It is further understood that, as in the past, any specific request for supplementary amounts will be considered on its merits.

35.15 Staff Benefits

35.15.1 Pension Plan

The calculation of pension contributions shall be based on the Corporate rate applied to basic salary.

35.15.2 Insurance

a) The Foreign Correspondent's group life insurance shall be in accordance with the level of coverage selected upon application for the new insurance package effective April 1, 1977 and on the basis of the authorized group life insurance related to salary plus contract and shall be valid should death occur for any reason or under any circumstance. Upon repatriation to Canada, the group life insurance will relate to basic salary only.

b) Travel accident insurance in the amount of twenty-five thousand dollars ($25,000) will be provided by the Corporation at no cost for each employee travelling on Corporation business. Employees assigned to "war- risk" areas will automatically be covered for an additional two hundred seventy-five thousand dollars ($275,000) for a total of three hundred thousand dollars ($300,000).

c) Under the terms of the twenty-four (24) hour voluntary accidental death and dismemberment insurance plan, Foreign Correspondents may, during April of each year, have the right to insure himself/herself for up to five hundred thousand dollars ($500,000) principal sum. If a Foreign Correspondent is accidentally killed while in a "war-risk" area under this plan, coverage will be for fifty percent (50%) of the principal sum.

35.15.3 Hospital and Medical Costs

The Corporation will pay reasonable medical and hospital expenses for a Foreign Correspondent and his/her family in excess of what the Outside of Canada Plans provide. The Corporation will pay one hundred percent (100%) of the prevailing hospital/medical premiums

for employees on overseas assignments. The Corporation will consider giving advances for medical accounts exceeding two hundred dollars ($200.00).

Any change in current benefits provided to Foreign Correspondents will be a topic for discussion at the CCSB.

35.16 Leave

35.16.1 Annual Leave

Staff Foreign Correspondents shall be entitled to four (4) weeks annual leave. A Foreign Correspondent who has completed eighteen (18) years of service with the CBC shall be granted five (5) weeks of annual leave, and he/she shall be granted six (6) weeks of annual leave when he/she has completed twenty-five (25) years of service. Depending on departmental requirements, such leave may be taken in one block. Annual leave cannot be carried over from one year to the next unless managerial authorization has been given. Annual leave not used or authorized to carry over will be paid out each year.

35.16.2 Time Off

After consultation, the Foreign Correspondent will be granted one (1) week uninterrupted leave in every quarter with the exception of the quarter in which he/she takes his/her annual leave. The Foreign Correspondent is responsible to plan hours and coverage to ensure the time is taken. Such time cannot be carried over or paid out. If it is not used in the appropriate quarter, it will be lost.

35.16.3 Leave Reports

Each Foreign Correspondent shall file a quarterly report no later than the 15th of the month following the months such reports cover. Such reports shall contain annual leave taken, quarterly time off as per 35.16.2 above, special leave, sick leave, and/or any other absences.

35.17 Grievance Procedure

The grievance and arbitration procedure, as per Article 16 (Dispute Resolution and Grievance Procedure) of this Collective Agreement

applies to employees assigned as Foreign Correspondents, with the following understanding:

a) Personal Submission of Grievances
If a Foreign Correspondent or a group of Foreign Correspondents who have been hired and sent from Canada has a complaint, the complaint shall be dealt with in accordance with the Dispute Resolution and Grievance Procedure. A Union representative may be in attendance if there is one on site. If there is none on site, a Union representative may participate by phone.

b) Dispute Resolution Process, Grievance Meetings and Arbitrations
Dispute resolution process meetings may be conducted by phone, web-meeting, or videoconference. All grievance meetings and arbitration meetings will be held in Canada.

c) The Corporation will not be required to pay any expenses related to a Foreign Correspondent who wishes to attend a national grievance meeting or arbitration hearing.

35.18
The following articles do not apply to a Foreign Correspondent assignment:

Article 30	Freelancers
Article 36	Posting of Vacancies
Article 37	Hiring and Promotion
Article 43	Travel *
Article 45	Transfer and Relocation
Article 46	Workforce Adjustment (only on repatriation)
Article 49	Technological Change
Article 58	Work Week and Days Off
Article 59	Meal and Break Periods
Article 60	Overtime
Article 63	Scheduling/Posting of Schedule
Article 64	Holidays

Article 65	Turnaround
Article 66	Callback
Article 67	Shift Differential
Article 68	Annual Leave *
Article 74	Jury Duty
Article 79	Hospital/Medical Coverage – Full-time Permanent Employees*
App. C	Out-of-Country Work

* Indicates they have separate provisions.

36 POSTING OF VACANCIES

36.1
All vacant and newly created permanent or non-permanent positions, excluding all freelance categories, of more than six (6) months duration will be posted nationally for two (2) calendar weeks.

36.1.1
Nothing shall preclude the Corporation from simultaneously or subsequently advertising vacancies elsewhere.

36.1.2
All postings will appear electronically and hard copies will be made available upon request.

36.2
All job postings will contain the following information: the statement of qualifications, classification, status of employment, salary band, location, affiliation, expiry date, and whether future mobility may be required as a condition of employment.

36.2.1
The Statement of Qualifications will provide a job profile, which will contain a description of the job function and the tasks to be carried out. It will also outline the objective and subjective criteria, with their relative importance, to be applied in the selection process, Article 37 (Hiring and Promotion).

36.2.2
Specific conditions may be applied to a job posting. These can include by way of example only, a statement of preference for local/internal candidates, or information that a strong candidate was known to exist at the time of posting, or an employment equity goal.

36.2.3 An employee who applies for a position will receive acknowledgement of receipt of such application no later than ten (10) days following the closing date of the posting.

36.3
An employee may submit an application in advance of the posting date for a specific position if the employee expects to be out of town on assignment or on annual leave for a period exceeding five (5) days. This application will be kept by Human Resources for thirty (30) days.

36.4
The reclassification of a position occupied by a permanent employee will not be deemed a vacancy under the provisions of this Collective Agreement, Article 37 (Hiring and Promotion), and therefore will not be subject to any posting requirements. The Union will be advised of any such reclassification.

36.5
Applications for positions and acknowledgements will not be placed on the employee's Status and Pay files.

37 HIRING AND PROMOTION

37.1
Employees have the right to apply for, and be considered for, any vacant posted position, newly created position, transfer or promotion. All applications will be acknowledged.

37.2
Where more than one candidate meets the qualifications and criteria as set out in the job posting and the Statement of Qualifications, a selection board will normally be established.

37.3
A review of resumes and/or applications will be performed prior to the selection board process. This is an opportunity to identify those resumes/applications that best represent the qualifications for the position. Internal candidates identified through this process may be subject to a pre-screen interview.

37.3.1
Internal candidates will be given at least twenty-four (24) hours advance notice of a pre-screen interview. The candidate may agree to have the pre-screen interview sooner.

37.4
A selection board, if established, will include persons who are knowledgeable about the position(s) to be filled and about the criteria to be applied in reaching a decision. Bargaining unit members may be appointed as a member of any selection board.

37.4.1
Should the appointment of a candidate become a matter of dispute between the Union and the Corporation, the position taken by any single person who served on the hiring board shall not be used by either party as the sole means of arguing the case.

37.5
When filling a vacancy or a new position, the candidate who best meets

the qualifications and criteria as set out in the notice of vacancy and the Statement of Qualifications will be hired. If management's choice is between two (2) internal candidates with relatively equal qualifications, the more senior candidate will be given preference.

37.5.1
The Corporation may hire applicants from outside where no internal candidate is selected or no internal candidate has applied.

37.6
Persons promoted from within the Corporation, pursuant to 37.5 above, may be subject to a trial period of up to a total of three (3) months. The trial period will be reduced by the number of working days the employee was temporarily assigned/promoted to the position during the twelve (12) months immediately preceding the hire.

37.6.1
During the trial period the Corporation may return an employee to his/her former position and salary. If the position no longer exists, he/she will be placed in another suitable vacant position in his/her former classification and compensated at the salary previously paid.

37.6.2
During the trial period, should the employee not be satisfied with the job, he/she may elect to return to his/her former classification and salary at his/her previous location. If there are no vacant positions in his/her former classification, he/she may be placed in another suitable vacant position and compensated at the salary previously paid.

37.6.2(a)
If the application of 37.6.2 above results in a change of location, the return to the previous location will be at the employee's expense.

37.7
Permanent employees will retain their permanent status as they move to different positions, regardless of whether or not the new position has been posted as a contract position.

37.8
An unsuccessful internal applicant will be given the reasons she/he was not selected, in writing, if requested.

38 TEMPORARY UPGRADES

38.1
Employees may be temporarily assigned to perform the principal functions of a higher paid classification within the bargaining unit for reasons such as:

- filling a position left vacant by the temporary re-assignment, or absence from the workplace, of the incumbent,
- working on a project or program of a defined duration, etc.

Where no higher position exists, temporary upgrades may also be used for the purpose of employee development.

38.1.1
A temporary upgrade will be for an identified and reasonable period of time (normally up to 12 months).

38.1.2
Temporary upgrades will not be used to avoid filling a vacancy for a full-time job. However, temporary upgrades may be used in a period where a posting of a vacant position is in process or being assessed – both should have a reasonable time limit (6 months).

38.1.3
The Parties will discuss and agree to any unusual circumstances involving temporary upgrades.

(See Appendix W – Temporary Upgrades/Temporary Promotions)

38.2
Employees temporarily assigned to perform the principal functions of a higher paid classification within the bargaining unit for more than two (2) hours and no longer than a period of four (4) consecutive work weeks, shall receive a flat amount of twenty-five dollars ($25.00) per shift for the duration of the assignment.

38.3
Employees assigned to perform the principal functions of a higher paid classification within the bargaining unit in excess of four (4) weeks will receive, for the duration of the upgrade, the salary of the higher classification that results in an increase of one full step on the employee's former salary band. Anniversary increases will be applied to all time spent working within the higher classification.

38.3.1
Overtime worked while in this higher classification shall be calculated at the higher rate in accordance with the provisions of this Agreement

38.4
An employee shall have the right to refuse a temporary upgrade or promotion and a refusal shall not prejudice their employment in any manner whatsoever. However, if no other candidate is found, the Corporation may assign. Such assignments cannot be the subject of PMSD, Improvement Plan or disciplinary measures, except in cases of deliberate misconduct.

38.5
An employee who is temporarily assigned to perform the job functions of a position in another bargaining unit for four (4) weeks or more shall not receive a salary lower than their present salary. If the temporary assignment is a promotion, the employee shall receive a salary increase to the next step closest to their present salary.

An employee shall have the right to refuse a temporary assignment to a position outside of the bargaining unit.

38.5.1
The provisions of the Collective Agreement covering the new position will apply to the person in the temporary upgrade, except that the employee shall retain the same job security rights during the temporary upgrade as he/she would have had in his/her former position within the bargaining unit.

38.5.2
On completion of the temporary assignment, the employee will return to his/her former position in the bargaining unit without loss of seniority rights or benefits under the Collective Agreement.

38.5.3
Employees shall not be forced to accept such a temporary assignment.

38.6
During a temporary upgrade to a management position, none of the provisions of the Collective Agreement shall apply. The duration of the upgrade will be to a maximum period of up to two (2) years. If the employee returns to the bargaining unit, the employee will return to the same position held prior to the temporary upgrade and at the same salary plus any raises granted in the interim. Employees will not be obliged to accept such a temporary assignment.

38.7
Time spent in an upgrade or temporary promotion/position will be considered in determining qualifications for a full-time position.

See Appendix D for Statement of Principles

39 PERFORMANCE MANAGEMENT & STAFF DEVELOPMENT

39.1 Principles:

The Corporation and the CMG agree that an effective program to manage employees' performance and to provide development opportunities is essential to the future success of the organization. The PMSD process requires active leadership and support from both the Corporation and the Union.

The Parties agree in principle that performance management and staff development are equally important to the success of the organization. It is recognized that strategic or fiscal realities may alter the balance in the delivery of both the PMSD process and any staff development commitments.

The purpose of performance management is to assist in making the CBC a high performing company with a high performing workforce. Organizational performance is enhanced through staff development. Key to these goals is effective conversation between an employee and his/her supervisor.

The dialogue that takes place between an employee and supervisor or manager celebrates and recognizes successes, acknowledges the ongoing contribution of an employee and addresses areas of concern.

For the process to be successful, the Parties recognize the importance of personalizing the process for employees, ensuring that it is relevant and that there is a clear understanding of the process.

Performance management lays the foundation for staff development. Staff development is key to motivating employees, ensuring they have the skills to do their jobs and recognizing their contribution to the organization. The PMSD conversation will emphasize both the performance element and the career path/development element. The Parties to the dialogue will make honest efforts to develop realistic and

satisfying development objectives. Agreed-upon objectives will be supported and resourced appropriately.

The Parties are committed to ensuring the PMSD process is consistent, honest and fair.

The Corporation will support PMSD by ensuring that training on objective setting and feedback is delivered regularly and consistently, as needed to meet the goals of PMSD.

For definitions of Performance Management and of Staff Development, see Appendix V - PMSD

39.1.1 For purposes of clarity:

The PMSD process is intended to encourage dialogue between an employee and his/her supervisor. During this process, the employee and supervisor will discuss the employee's job performance and collaborate on possibilities to enhance the employee's performance. It is recognized by the Parties that performance feedback should not be limited to the PMSD process and, instead, should be an on-going process. Feedback may also include a realignment of priorities and objectives at the midterm point of the PMSD process.

Should an issue arise that could lead to discipline, it will be dealt with first through the disciplinary process and the PMSD process will be postponed or stopped if already engaged.

Should there be a non-culpable performance issue for which an Improvement Plan is engaged, or might be engaged, the PMSD process will be postponed or stopped if already commenced, until the Improvement Plan is completed. The Improvement Plan is intended to deal with issues where the employee is struggling in the performance of his/her regular job.

For an understanding of the meaning of discipline, refer to Article 11 (Discipline). For an understanding of the Improvement Plan, refer to Article 42 (Improvement Plan).

For examples related to the above, see Appendix V - PMSD

39.1.2
Documents from Performance Management and Staff Development will not be used to support a case of disciplinary action or in the Improvement Plan process.

39.2 Application and Scope:

Performance Management and Staff Development will be conducted with all employees represented by the CMG at the Canadian Broadcasting Corporation

Although responsibility for managing this process rests with the CBC, the employee has a key role, along with his/her supervisor/manager, to understand job expectations and programming/operational strategies and objectives.

39.3 PMSD Objectives:

The objectives of PMSD are to:

- provide individual performance planning and joint clarification of performance expectations to enhance individual and organizational performance;
- provide constructive feedback to assist with performance improvement and the identification of individual developmental needs and goals;
- enhance the effectiveness, objectivity and consistency of processes for:
    - recognizing and acknowledging performance, identifying possible unsatisfactory performance; and
    - validating and updating employees' skills and experiences.

39.3.1
During PMSD meetings, the employee and his/her supervisor (or designated supervisor) should discuss the employee's career potential and aspirations, how the employee contributes to the Corporation's objectives and what the employee requires to develop for both his/her current role and for future opportunities.

They should also identify learning and developmental opportunities that may be provided during the year.

39.3.2
Many development opportunities are available to employees, including;

- coaching/mentoring,
- formal education,
- formal training,
- other on-line learning tools,
- project work,
- participation in cross-functional or program teams,
- temporary work assignments, temporary upgrades, secondments,
- hands on learning,
- peer to peer skills transfer,
- promotion,
- sabbaticals,
- leave without pay,

and other vehicles which enable an employee to obtain and maintain knowledge, skills, techniques, and experience.

Learning and development is a shared responsibility. Employees are encouraged to be proactive in the management of their careers.

39.4 PMSD Process:

The PMSD cycle will be conducted and documented annually.

An integral part of PMSD is regular dialogue and feedback throughout the year between the supervisor/manager and the employee.

39.4.1
Each employee will have a designated supervisor/manager for the purpose of Performance Management and Staff Development. The employee will be advised of their designated supervisor/manager at the time of their hiring/promotion or, for existing employees, when conducting performance management/staff development within their place of work. In some cases, the designated supervisor could be a bargaining unit member. In all cases the designated supervisor/manager will have the necessary responsibility and resources to carry out Performance Management and Staff Development plans.

39.4.2
Two key parts of performance management are setting realistic objectives and getting timely, constructive feedback. Employees are encouraged to get feedback from a range of sources, including their supervisor. In some cases it will make sense to invite people who are, or will be, providing feedback to the performance management meetings. The supervisor and employee will jointly determine when this is suitable and how to best invite these people into the performance management process.

39.4.3 Components of the Process:
The performance management cycle includes the following elements:

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

39.4.4
The employee and his/her supervisor/manager will jointly develop in writing, and sign off on, a PMSD plan that includes:

- an agreed set of realistic objectives and performance indicators that may include both qualitative and quantitative measures and a feedback plan for the year;
- objectives for the employee's career development plan that will assist the employee and his/her supervisor /manager to recognize potential, assess present performance, identify training needs, and plan future assignments.

39.4.4(a)
Where agreement on the content of the PMSD plan cannot be reached between an employee and their supervisor/manager, it will be referred to the next level supervisor/manager for discussion with the employee and resolution.

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

39.4.5 Mid Term and End of Cycle Reviews

Employees and supervisors should meet regularly to review work progress and difficulties that may be encountered and to re-evaluate priorities. Performance Management requires a mid-term and end of cycle review.

A mid-term review is an opportunity to jointly reflect on progress and to review goals/standards.

The end of cycle review will jointly measure achievements against performance objectives based on the performance indicators, validation and updating of skills and experience, performance feedback and identification of development needs.

39.4.6
The employee's record related to this process will remain confidential except for the purposes of reviewing and assessing the completion and the quality of the process, and to enable the employee's supervisor or manager to review the employee's performance history and developmental plans.

39.5 Joint PMSD Committees

39.5.1 National Joint Performance Management and Staff Development Committee:

The National Joint PMSD Committee will include:

- A mutually agreed chair who has demonstrated expertise in the area of performance management; and
- Representatives from CMG and the CBC with no more than three (3) from each party and who are the decision-making body. The Committee may seek input from others as it deems appropriate.

The terms of reference will be to:

- Ensure that application of Performance Management is consistent with these guidelines;
- Monitor and evaluate the effectiveness of the process;
- Make changes to Performance Management and Staff Development as necessary;
- Report to the National Joint Committee on a quarterly basis, at a minimum;
- Provide minutes of all its meetings to the National Joint Committee;
- Communicate regularly with local joint PMSD committees or Local Joint Committees that have been given the mandate to address PMSD; and
- Ensure that committee members at the National and Local levels have appropriate training to do the work of the Committee.

39.5.2 Local Joint PMSD Committee:

PMSD will be handled locally by the Local Joint Committee. The Local Joint Committee may determine if a separate local PMSD committee is required.

The terms of reference will be to:

- support PMSD by providing information to employees and promoting the process;
- resolve problems as they arise. When they cannot be resolved, they will be referred to the National PMSD Committee. The national and local committees will work together to resolve the problem;
- report regularly to the National PMSD Committee; and
- ensure that committee members, local union executive officers and local human resources personnel have training in PMSD.

39.6 Learning and Development

See Article 40 – Learning and Professional Development

39.7 Supervisor/Manager and Employee Support

The Parties recognize that successful performance management and staff development at the CBC will require appropriate training and support.

The CBC will continue to offer appropriate training modules for supervisors/managers and employees. This training will include:

- interview/counselling techniques;
- identification and analysis of performance issues;
- objective setting;
- identification of development needs and career planning; and
- identification of workload issues.

The above training will be made available to supervisors/managers before undertaking performance management. The training may be

packaged in a variety of formats (classroom, self-study, intranet, mini-briefings) and available on a continuing basis.

40 LEARNING AND PROFESSIONAL DEVELOPMENT

40.1 Principles and Objectives

The Corporation's success is dependent on the creation of a culture of continuous learning. Development is individualized, easily accessible, multi-dimensional, and engaging in order to enhance and enrich the performance of both the employee and, ultimately, the organization.

Learning and development is a shared responsibility. As such, employees and the Corporation have a variety of tools to ensure access to learning and development opportunities. Primary among those tools is the Performance Management and Staff Development Process (PMSD). The process encourages employees to be proactive in the management of their careers and to communicate and identify with their supervisors learning and development opportunities that will enhance their career development and their ability to perform work at their highest level.

Employees are encouraged to access learning opportunities through the Corporation's on-line learning tools as well as taking advantage of the many development opportunities available, including:

- coaching/mentoring,
- formal education,
- formal training,
- other on-line learning tools,
- project work,
- participation in cross-functional or program teams,
- temporary work assignments, temporary upgrades, secondments,
- hands on learning,
- peer to peer skills transfer,
- promotion,
- sabbaticals,
- leave without pay,

and other vehicles which enable an employee to obtain and maintain knowledge, skills, techniques, and experience.

Expressions of interest by an employee to their supervisor will be given serious consideration by the Corporation. An employee who expresses interest and is not accepted for such an opportunity will be provided specific feedback, on request.

Long-term and continuing freelancers and non-permanent employees will be eligible to participate in CBC learning and development programs.

40.2 National Joint Committee on Learning and Development

A National Joint Committee on Learning and Development will be established.

The National Joint Committee on Learning and Development will include:

- Co-chairs who have evident interest and/or expertise in the area of learning and development, and

- Representatives from CMG and the CBC with no more than three (3) from each party. The Committee will meet, at a minimum, on a quarterly basis and shall report after each meeting to the National Joint Committee. The Committee may seek input from others as it deems appropriate.

Roles and Responsibility of the Committee:

The primary purpose of this Committee is to nurture a culture of continuous learning. Committee members should share a passion for learning. They will make recommendations, collect and analyze relevant data and review learning and development activities.

This Committee is expected to be both proactive and reactive in championing the cause of ongoing learning.

The Committee will:

- Ensure ongoing connection with learning and development stakeholders including the National Learning Steering Committee and the National Joint PMSD Committee.
- Lead the way in communicating learning and development opportunities as well as receiving and analyzing feedback from employees and their supervisors to assess successes and shortcomings.
- Work to ensure the materials, courses and other developmental opportunities are meeting their intended objectives.
- Ensure easy access exists for all employees.
- Establish processes to engage employees in their own development.
- Stay abreast of technological change and anticipated new work methods and practices.

Any learning and development needs and recommendations made by a Local Joint Committee as per Article 17 (Local or Regional Joint Committees) shall be identified to the National Joint Committee on Learning and Development.

The Corporation agrees to consider all proposals, advice, suggestions and other comments provided by the National Joint Committee on Learning and Development.

40.3
Learning and development opportunities that are provided as a result of the Performance Management and Staff Development process shall be subject to this Article.

40.4
Consistent with CBC policy, and in order to encourage employees to develop and improve their job performance, the Corporation will, at its expense, send employees to courses when it is in the Corporation's interest or it is a job requirement.

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

40.5
Subject to a written request and prior approval, employees who take courses on their own time, which are directly related to their current position and/or professional development within the Corporation, as identified within or outside of the Performance Management and Staff Development process, shall be assisted by the Corporation. Such assistance may involve partial funding and/or leave with/without pay.

40.6
It is recognized that training should assist employees in reaching a predetermined level of competence in a job, function or work procedure.

Training is separate and distinct from familiarization where an individual already possesses general skills and knowledge of functions or equipment operation and only requires direction in the application of these skills or knowledge in a different work environment.

Where training is not a normal function of the job and an employee is assigned to train one or more employees, he/she shall be entitled to a training premium of thirty dollars ($30) per day in addition to normal pay.

Training assignments must be pre-authorized. Training assignments include any, or all, of the following responsibilities:

- The development and/or delivery of formal training programs;
- Theoretical and/or practical instruction;
- Evaluation of trainees participating in a course, complete with recommendations with respect to training objectives, programs and results.

The difference between training and familiarization is of interest to the Parties. It is recognized that in some circumstances, it may be difficult to determine which is appropriate and there may be inconsistency in how the language of the Collective Agreement is applied. If the application becomes a matter of concern, it will be referred by the Local Joint Committee to the National Joint Committee on Learning and Development for guidance and assistance in finding a resolution.

40.7
Recognizing the mutual benefits derived from training, while employees are attending a Corporation-assigned course, they shall be paid at their regular salary rate.

Where training occurs on an employee's scheduled day(s) off, the employee shall be paid at one and one-half times (1½ x) the basic hourly rate for all hours of training on the scheduled day off with a minimum credit of four (4) hours.

40.8
Employees will normally be scheduled to travel for the purposes of attending training during the employee's regular work hours, where practical and where operational requirements permit.

When an employee is required to travel outside scheduled work hours on a workday to another location, any required travel time beyond one hour will be compensated, in time off, on an hour for hour basis.

When an employee is required to travel on a scheduled day off or statutory holiday, he/she shall be granted an additional day off to be taken at a mutually agreeable time.

40.9
At the commencement of work, new employees will be provided up to two (2) weeks of supervised on-the-job orientation and/or training necessary for the performance of his/her job.

An employee who has been permanently transferred to another location, or who has been promoted to a higher classification, or who returns to employment from an absence of one year or greater, shall be provided at least one (1) week of on-the-job orientation and/or training necessary for the performance of his/her job.

It is understood there will be budget limitations and, as such, decisions regarding training programs, including the choice, availability, cost, frequency and timing of courses, ultimately rests with the Corporation.

41 TALENT MANAGEMENT SYSTEM SKILLS AND DEVELOPMENT INVENTORY

41.1
The parties recognize the benefit when employees and the employer have access to the most up to date information concerning each employee's skills, experience and career aspirations. Therefore, it is the intent of the Corporation to provide a Talent Management System. Once it is in place, all employees will have access.

42 IMPROVEMENT PLAN

The Improvement Plan is based on the understanding that an employee, given clear direction and support, should be able to improve his or her performance.

When an employee is not working at a satisfactory level of performance, he/she will be given reasonable time and assistance to improve.

This is a remedial process and at no point will be viewed as disciplinary.

42.1
An employee may be placed on an Improvement Plan only after an initial meeting has taken place in which the manager and the employee have reviewed the duties, responsibilities and requirements of the employee's job, identified areas in which improvements are required, and established a course of action.

42.2
At least one (1) month, but no more than three (3) months after this initial meeting, where it is identified that the employee still has an unsatisfactory level of performance and needs improvement, the employee's manager will advise the employee, in writing, at least five (5) business days in advance of the commencement of the process.

The employee will have the right to be represented by the Union during any review meeting throughout this process.

42.2.1
At the first meeting in the formal Improvement Plan process, the manager will again review with the employee and provide, in writing, the duties, responsibilities and requirements of the employee's job, and identified areas in which improvements are required.

The manager and the employee will discuss and establish the actions needed and develop an action plan. The action plan will identify the

desired outcomes and the process required to achieve them. A written plan will be provided to the employee.

42.2.2
The manager will keep documentation in the employee's file regarding any discussions concerning the employee's performance while the employee is involved in an Improvement Plan.

42.3
The process will include a monthly review for a period of up to six (6) months, during which the employee and the manager will jointly review the employee's progress towards meeting outcomes of the action plan and requirements of the job. If at any point, the employee is meeting the objectives of the action plan and requirements of the job on a continuing and consistent basis, this will be stated in writing and jointly signed off, thereby ending the Improvement Plan.

If, by the end of six (6) months following the start of the Improvement Plan, the employee is not meeting the objectives of the action plan and requirements of the job, the following will occur:

- Vacancies at the same or lower salary level will be canvassed in an employee's own area of work by location. If a vacancy is found and if the employee has the qualifications in accordance with Article 46 (Workforce Adjustment - Qualifications), he/she will be placed in the vacancy without a posting. In the event of a placement at a lower salary group, the employee will be placed on the salary scale of the lower salary group at the step closest to, but not more than, their existing salary step.
- If, after the above-noted process has been followed and a position is found but refused, or if no position is found, the employee will be laid-off in accordance with notice and severance provisions of Article 46 (Workforce Adjustment). Displacement and recall rights will not apply in such cases.

42.4
All documentation pertaining to the Improvement Plan shall be removed from an employee's file when the employee has completed twenty-four (24) months of satisfactory performance.

42.5
It is understood that this process does not apply to:

- an employee whose inability to perform his/her job is due to a temporary or permanent disability; or
- an employee affected by "Technological Change" at the time the technology is introduced.

42.6
Throughout the Improvement Plan process, the manager may consult with the employee's supervisor (or designated supervisor) for feedback on performance.

42.7
While an employee is on an Improvement Plan, he/she is unable to participate in the PMSD.

43 TRAVEL

43.1
The intent of this Article is to ensure fair and just treatment of employees, and to ensure an accurate, timely and proper accounting by employees in accordance with Corporate Policy, with respect to expenses incurred when travelling on Corporation business.

Transportation shall be provided, or employees shall be reimbursed for all expenses incurred and authorized, when travelling on Corporation business.

Further:

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

43.1.2
Prior to departure, on request from the employee, the Corporation will provide travel advances in accordance with the Corporation's Travel Management Policy (e.g. credit card, cash card, standing advance).

Travelling Time Credits

43.2
For pay purposes, regularly scheduled employees shall be credited with all time spent travelling on Corporation assignment except as provided in 43.2.1.

43.2.1
When travelling is on a common carrier between the hours of 12:00

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

43.3
For the purposes of secondment or training, a reduced per diem may be set when a self-contained apartment or similar accommodation is provided and the Union is notified in advance. Such notice will include the amount and the reason(s) for the reduction.

43.4
Employees on assignments in excess of seven (7) days will be reimbursed for laundry expenses, supported by receipts, in addition to the normal per diem rate.

43.5
Employees on overnight out-of-town assignments will be entitled to single room accommodation. When available at the location concerned, a single room with shower and/or bath facilities will be provided. However, due to circumstances beyond the control of the Corporation, it may not be possible to secure single room accommodation due to the nature of the location and the facilities available. Distribution of available single rooms will be done in a fair manner.

43.6
Employees on out-of-town trips will be entitled to reimbursement for the cost of a five (5) minute call home per day.

43.7
An employee who is assigned overseas for a temporary assignment of six (6) months or longer will be entitled to one (1) trip home at the Corporation's expense at the end of each six (6) month period of the assignment. This Article does not apply to Foreign Correspondents.

43.7.1
An employee, who is assigned outside the location where he/she

normally works, but within Canada for a continuous period of more than eight (8) weeks, shall be entitled to one (1) trip home during that time at the Corporation's expense for each five (5) weeks of such assignment.

43.8
For trips out of town of seven (7) days or more, employees may be assigned their days off while away from home. Such days off shall not be considered work on a day off.

43.9
Operational requirements permitting, for out-of-town assignments, the Corporation will assign days off at the home location prior to and/or following the out-of-town assignment.

43.9.1
An employee on return from an overseas assignment will be given reasonable time off before his/her next shift. Other than in exceptional circumstances, an employee will not be required to return to work within the first eighteen (18) hours following the employee's return.

Travel To and From Work

43.10
Taxis shall be provided at the expense of the Corporation for those employees in the bargaining unit required to travel to and/or from work at hours when other public transportation is not available. Such transportation shall only be paid for that portion of the employee's travel where public transportation is not available, and shall be reimbursed by the Corporation to a maximum of twenty dollars ($20.00). This maximum may be exceeded, where authorized, and receipts shall be required.

43.10.1
If an employee is assigned by the Corporation to work at more than one place in the same area on the same day, the Corporation shall furnish transportation as appropriate.

The definition of "local area" will not be changed without prior discussion with the Local Union.

43.10.2
An employee assigned to work on a production outside of the CBC Broadcast Centre in Toronto will start his / her day at that location, without having to report to the Broadcast Centre either at the beginning or the end of his / her workday.

For travel purposes, the "local area" in Toronto is defined by the following boundaries:

- West: Highway 427
- North: Steeles Ave.
- East: Pickering town line / Rouge River
- South: the lakeshore

Management will ensure the employee has access to:

- A facility that complies with the requirements of the Canada Labour Code
- Storage for his / her personal effects
- Parking, which the Corporation will make best efforts to provide but which may not always be available
- Accommodation of individual travel needs. An employee requiring assistance with travel will be provided with transportation from the Broadcast Centre to the location and from the location back to the Broadcast Centre at the end of his / her shift.

Travel Accident Insurance

43.11
Employees are automatically covered by accident insurance in the amount of twenty-five thousand dollars ($25,000) or as identified in the Corporation policy, whichever is greater, while travelling on CBC business.

43.11.1
It shall be the Corporation's responsibility to adequately insure an employee who is required to be involved in the operation or transportation of a CBC owned or provided vehicle which is used for CBC business.

Use of Employee's Car

43.12
The use of an employee's car in executing the business of the Corporation is not compulsory. However, if an employee uses his/her own car with prior authorization from the Corporation, the provisions of the Corporation's Travel Management Policy shall apply.

43.12.1
Where the Employee uses his/her own car, the rates shall be as outlined in the Corporate Policy and as amended from time to time.

The CBC agrees to notify the Union of any changes in these rates.

43.12.2
Transmitter Technicians or other employees using their own automobiles to travel to and from the transmitter maintenance base will be paid a mileage allowance at the rate of sixteen cents ($0.16) per kilometre per round trip (maximum forty (40) kilometres), provided that the transmitter is not serviced adequately by public transportation.

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

Requests for Transmitter Technicians' mileage allowances and special winter allowances will be forwarded to local management for authorization.

43.13
Other approved expenses can be allowed in accordance with the Policy on travel.

44 WORKLOAD

44.1 Definition

Workload is the amount of work assigned or expected in a specified time period.

44.2 Principles

- Workload is an important issue and managing it effectively leads to a healthy and productive workforce that benefits everyone.
- The promotion of a positive work / life balance benefits everyone.
- Where a job involves an excessive workload on an ongoing basis it is not acceptable and must be addressed.
- The unique nature of the media industry makes some work at CBC/Radio-Canada unpredictable.
- Everyone (management, the union, supervisors and employees) has a role to play in managing workload.
- Employees and managers will have access to tools and resources to assist in the management of workload.
- When resources change, expectations need to be reviewed and adjusted accordingly.
- A culture that encourages breaks and meal breaks is an effective way to help with workload.
- A culture where everyone feels free to discuss workload and where there is receptiveness to workload discussions is essential to a healthy workplace.

44.3

The following process has been agreed as one method of addressing workload issues. Management and the Union are committed to monitoring workload issues through this process, and where appropriate, make serious attempts to resolve problems. The Local Joint Committee is one forum where these discussions may occur.

44.4
There shall be no imposition of unreasonable workload upon any employee constituting a speedup.

44.5
If an employee feels his/her ongoing workload is excessive, he/she should discuss it with his/her supervisor/manager. The discussions may include such things as the nature and requirements of the assignment(s), available staff, facilities, objectives, scheduling, breaks, meal breaks and demands on the employee's time.

44.5.1
Where an employee feels his/her workload is excessive, the employee may identify the issue to the local Human Resources representative or may request that their local Union representative identify the issue to the employee's manager and/or local Human Resources representative. Once made aware, the manager will meet with the employee to discuss the issue.

44.6
When there appears to be a workload issue within a team or unit, workload meetings will occur as required. These meetings should include all employees of a working group who are affected and supervisors/managers. In these meetings workload will be the primary focus of discussion.

44.7
Where it is agreed the workload is excessive, management will make serious attempts to resolve the problem. Such attempts will include seeking input from the employee. In addition, management may take such actions as:

- Re-assignment of duties elsewhere
- Re-assignment of the employee
- Assigning other persons to help with the workload
- Training
- Alternative work arrangements
- Re-examine scheduling of hours

- Planning ahead
- Workflow analysis
- Finding efficiencies
- Technological assistance
- Resource Review
- Examination of other factors including assignment locations and sites

44.8
Where the absence of one or more employees may create a significant increase in workload for other employees, management will review the issue(s) raised and look at a number of ways to attempt to relieve the workload issue(s). Expectations will be reviewed and adjusted accordingly, or backfill will be provided. Options may include assignment and re-assignment, the hiring of temporary staff to ease the workload and/or other arrangements within the workplace.

44.9
Where there is a disagreement between management and the employee(s) over the issue of workload or the proposed remedy, the local Union representative and the local Human Resources representative will meet to discuss. Should the issue not be resolved, it will be referred to the dispute resolution process, Article 16 (Dispute Resolution and Grievance Procedure).

45 TRANSFER AND RELOCATION

45.1
An employee whose job is transferred to another geographic location, shall have the right to move with the job. If the employee refuses to move, he/she will be reassigned to an appropriate and available position. If no position is found, the employee will be laid-off and given recall rights in accordance with Article 46 (Workforce Adjustment).

45.2
In the event of any transfer initiated by the Corporation, there shall be no reduction in salary or impairment of other benefits as a result of such transfer. The employee shall be paid all transfer and relocation expenses in accordance with the provisions of the Corporation's Travel Policy and Relocation Expenses - Canada.

45.3
If an employee requests, in writing, a transfer for personal or compassionate reasons, the Corporation will give consideration to the employee's request.

45.3.1
If such a transfer is to a lower classification, the employee's salary may be reduced to not less than the top of scale for that classification. The Corporation shall not be bound to pay transfer and relocation expenses for an employee who requests such a transfer.

45.4
Where a transfer applies to only a single (1) employee and the employee is going to be transferred against his/her wishes, he/she shall be entitled to:

a) full discussion;
b) the reasons, in writing, for the transfer.

45.4.1
If such an employee alleges the transfer is being made in bad faith, the employee has the right of appeal under the following procedure. The

grievance shall be filed within two (2) calendar weeks of receipt of written notice that the employee shall be transferred. Unless otherwise mutually agreed, the Parties shall appoint a single arbitrator within fifteen (15) days of the grievance being filed.

The arbitrator shall be required to arrange to hear the grievance within five (5) days and render a decision within fifteen (15) days of the hearing's conclusion as to whether the proposed transfer is being made in bad faith. The transfer shall be suspended pending the outcome of the above procedure, although the employee may be sent on assignment to the new location should the need arise.

WORKFORCE ADJUSTMENT

46 WORKFORCE ADJUSTMENT

46.1 Purpose

When the Corporation decides to change its programming, operations or other activities and these changes may result in a reduction in the workforce, the following provisions apply.

The Parties have agreed to these processes to ensure consistency in application, to avoid or minimize negative impact on staff and to ensure that affected employees are treated with respect.

46.2 Consultation and notice to the National Union

The key to the successful application of this Article is constructive and open communications between the Parties on an ongoing basis.

In this context, when the Corporation has made a decision that it expects may result in a reduction of the workforce or the reorganization of work resulting in the loss of an employee's job, it will consult with the National Union as soon as possible. At this meeting, the Corporation will, in a timely manner and prior to any implementation, thoroughly discuss its decision with the National Union including an estimate of the potential impact on the workforce.

46.3 Avoiding and/or Minimizing Adverse Impact

Management will exercise its right of assignment in this Agreement by re-assigning work or employees, consistent with seniority and qualifications, with a view to minimizing the need to declare redundancies, and to arrange the workforce in a manner to streamline the workforce adjustment process.

This will include, where appropriate, discussions with individual employees. When these discussions occur, Management will advise the National Union, and the local Union, where appropriate.

46.4 Joint Employment Planning Committees

46.4.1 Local

Once Management has completed its efforts as described in Article 46.3 (above) and if it has determined that there may be a workforce reduction or the reorganization of work resulting in the loss of an employee's job, Local Joint Employment Planning Committee(s) will be formed to provide for thorough consultation and cooperation between the Parties to avoid and minimize the adverse effect on employee(s). Local Joint Employment Planning Committees will oversee the local redeployment and displacement process until all employees who have been declared redundant are permanently placed or laid off.

46.4.2 National

In addition, a National Joint Employment Planning Committee will be established to oversee regional or national redeployments or displacements if required. The National Committee will work with the Local Committee(s) to resolve issues referred to it by the local Committees.

46.4.3 Membership of Committees

The Corporation agrees to release not more than three (3) employees per required committee without loss of pay or leave credits to attend meetings of the Joint Employment Planning Committee. By mutual agreement, either side may add members to the Committee where these members may have special knowledge of an area of work or other information helpful to the Committee.

46.5 Consultation and Notice to Local Joint Employment Planning Committee

As soon as possible, and no later than eight (8) weeks prior to an anticipated lay-off, Local Joint Employment Planning Committees will meet at each location involved. At this meeting, Management will share with the Local Joint Employment Planning Committee its plans for the re-assignment of employees and identify those employees to whom it plans to give redundancy notices.

The Parties will discuss the plan and the impact of any reduction to staff, including ideas to minimize adverse effects on employees, e.g., possible voluntary exits or retirements, alternative employment, creative redeployment, etc. Once this review is concluded, Management will confirm those employees who will receive redundancy notices.

Group notice of quantitative lay-offs will be in accordance with pertinent sections of the Canada Labour Code. Where appropriate, the Parties will use the relevant services of the Federal Department of Labour. The Parties may also take other steps to assist affected employees in obtaining employment outside the Corporation.

46.6 Notice to Employees

As soon as possible and no later than six (6) weeks before impending job reductions, Management will provide each affected employee with a notice of redundancy. Notice will normally go to the most junior employee(s) in the affected classification in the location.

Prior to giving an employee a redundancy notice, the Corporation will notify the National and Local Union a minimum of twenty-four (24) hours in advance of its intention to provide the notice(s).

Each employee who receives a redundancy notice will be provided with a list of resources to assist them through this process including EAP contact numbers and a list of Local Union Reps and their contact numbers. Supporting material will also be provided to guide each employee in assembling the information required by the Local Joint Employment Planning Committee.

The Local Joint Employment Planning Committee will prepare a list of employees that includes their Corporation seniority date. This information will be kept updated by the Local Joint Employment Planning Committee until the conclusion of the redeployment and displacement process.

46.7 Seniority

Corporate seniority as defined in Article 5 (Corporate Seniority) shall be used in determining rights under this Article.

46.8 Redeployment and Displacement Process - General
This process will proceed in order of Corporation seniority except for as provided in Article 46.8.1.

46.8.1 Band 13 Producers Designated Senior and Executive
Band 13 Producers designated Executive or Senior Producer cannot displace within the designated group of Executive or Senior Producers.

Non-designated Band 13 producers are subject to the normal displacement rights in Article 46 with the exception that they will not have their compensation reduced.

46.9 Local Process

46.9.1 Definition of Location
For the purposes of this Article, Location shall mean a metropolitan area including its transmitter maintenance base.

An employee who works in a bureau or who works at home will be deemed to be working from the location nearest the employee's home or bureau. A bureau is a station that does not originate programming and reports into a location that originates programming.

See Appendix I for additional Locations.

46.9.2 Available Work for Redeployment and Displacement
For the purposes of potential redeployment and displacement of full-time permanent employees, available full-time temporary vacancies, full-time contract vacancies or full-time permanent vacancies in the affected location and corresponding region (if applicable) will be considered. These opportunities will not be filled through the normal hiring process until the Joint Employment Planning Committee has reviewed them.

Redeployment and Displacement Process

46.9.3 Assessing an Employee's Skills and Experience
Each employee who receives a redundancy notice will be given up to the equivalent of one day of paid time off to prepare materials related to his/her previous work history, experience and training for the Local Joint Employment Planning Committee.

The employee must provide this information to the Union and Management co-chairs of the Local Joint Employment Planning Committee no later than three (3) business days after receiving the redundancy notice so that the Local Joint Employment Planning Committee may make informed decisions about the employee's redeployment or displacement. It is understood that the Committee will make decisions based on the information it has available at the time. As part of assessing an employee's background, skills and experience, the Local Joint Employment Planning Committee will appoint one management and one union rep to meet with the employee.

46.9.4 Assessing the Duties and Responsibilities of Available Work
When assessing the suitability of available work for the purposes of redeployment or displacement, the Local Joint Employment Planning Committee will identify the ongoing duties and responsibilities that define the position(s) and the skills and experience required to do this work. Duties and responsibilities include the core functions of the position that are performed on a regular basis. As part of this assessment, the skills and experience necessary to perform the duties and responsibilities of the job will be identified with input from a manager in the department where the position exists.

Skills and experience will include those normally required in filling content and non-content producing roles, for example, language requirements; the requirement for cultural knowledge in content-producing jobs in either the French or English media, etc.

46.9.5 Qualifications

Wherever qualifications are referred to in any part of the provisions related to Workforce Adjustment, the following definition prevails.

An individual who is redeployed to a vacant position or who otherwise exercises his/her displacement rights under this Article must already have the skills and experience to perform the duties and responsibilities of the position into which she or he is to be placed. This does not mean that the individual must have previously performed the specific position being sought. The standards for demonstrating he or she has the qualifications to perform the duties required is less than the standard of "best qualified" that applies at the time of hiring.

As part of assessing whether an employee is qualified, it is understood that the employee may require a short period of familiarization in the new position in order to minimize disruption and to assist the employee in the transition.

Additionally, an employee may require some assistance to meet all of the duties and responsibilities of the position to which he/she may be redeployed. In practice, the employee will be offered the same assistance that would normally be offered to an employee recruited externally or from another work area. This assistance may take the form of minimal training, for example, related to systems and processes, but should not be taken to mean either retraining nor is it intended to be developmental in nature.

46.9.6 Matching an Employee to Available Work

Beginning with the most senior employee, and following the Redeployment and Displacement Sequence below, the Local Joint Employment Planning Committee will identify potentially available work for each employee who has received a redundancy notice. It will then determine whether the employee is qualified to perform the work.

The Local Joint Employment Planning Committee will take into consideration any tests that are normally required to evaluate potential candidates for the position in question (e.g., the French media General Knowledge tests used for content-related jobs or exams recognized

under the Broadcast Technology structure, etc.). The results of the test will be one factor used in assessing the employee's skills and experience as part of the Committee's overall determination of whether the employee has the qualifications.

The employee may also meet with the manager responsible for the position in question (or his/her delegate) to discuss the requirements of the role (this is not a job interview but a meeting to explore a potential fit).

46.9.7 Timelines for Qualification Disputes

The Parties agree that the process of evaluating qualifications and matching employees to available work must be carried out in the most expeditious manner possible.

Best efforts will be made to reach a decision on qualifications at the local level before any referrals to the National Joint Employment Planning Committee. As soon as the Local Joint Employment Planning Committee has fully discussed and determined it cannot reach agreement over an individual's qualifications, it will refer the case to the National Joint Employment Committee. In any case the Local Committee must refer the matter within 15 business days of the notice of redundancy. All relevant materials will be forwarded to the National Joint Employment Planning Committee.

The National Joint Employment Planning Committee will have 48 hours in which to determine whether an individual matter should be sent back to the local committee with recommendation for resolution or forwarded to the Adjudication Panel.

The Adjudication Panel (see Article 46.16.1) will then have 48 hours in which to render a decision.

Time limits may be extended by mutual consent between the Parties.

46.9.8 Redeployment and Displacement Sequence

The Local Joint Employment Planning Committee shall proceed through the following sequence when attempting to place an employee who has received a redundancy notice. The employee shall:

i. be redeployed first to a permanent full-time vacant position in his/her classification for which the employee has the qualifications;

ii. if no such position is available, displace the most junior permanent full-time employee in his/her classification where the employee has the qualifications;

iii. if no such position is available, be redeployed to a permanent full-time vacant position in his/her salary band for which the employee has the qualifications;

iv. if no such position is available, displace a more junior permanent full-time employee in his/her salary band starting with the most junior, where the employee has the qualifications;

v. if no such position is available, be redeployed to a permanent full-time vacant position in the next lower salary band for which the employee has the qualifications;

vi. if no such position is available, displace a more junior permanent full-time employee in the next lower salary band starting with the most junior, where the employee has the qualifications;

vii. if no such permanent full-time position is available, the process shall be repeated through the lower bands until all options are exhausted for the employee.

46.9.9 Use of Temporary and Contract Vacancies

The Committee may place the affected employee in an appropriate temporary or contract vacancy to delay the displacement process or the lay-off of the employee, provided he/she possesses the qualifications. The employee will remain in this vacancy until he/she can again occupy a permanent vacancy or until the term of the temporary or contract vacancy expires (whichever comes first) at which time the employee may exercise his/her rights under this Article.

An employee who fills a temporary or contract vacancy to postpone a displacement will fulfill the term of that vacancy before exercising her/his right to displace under this Article.

46.9.10 Use of Other Temporary Employment
Temporary employees will be released in each location prior to any permanent employees being laid-off provided that:

1) the permanent employee possesses the qualifications of the job filled by the temporary employee; and
2) the permanent employee is employed in the same location as the temporary employee to be released.

An employee who uses temporary work to postpone a displacement will fulfill the term of the temporary work before exercising her/his rights to displace under this Article.

46.9.11 Salary on Temporary Deferral
There will be no reduction in the employee's salary if temporary employment is at a lower salary band and the employee otherwise would have exercised his or her displacement rights.

46.9.12 Full-Time to Part-Time Offer
If a full-time employee has exhausted his/her redeployment or displacement rights within his/her location, he/she will be offered an existing part-time vacancy for which they have the qualifications. This offer will only be made after the local process for part-time employees is completed. Such an offer may be turned down by the employee who will then continue exercising his/her rights under this Article.

Should the employee accept this offer, he/she must accept the working conditions associated with the part-time positions and they will be considered permanently placed as a part-time employee.

He/she will be offered recall to full-time work if it becomes available in accordance with Article 46.14.

Should the employee subsequently be laid off his/her separation allowance will be pro-rated for both his/her full time and part time work.

46.9.13 Employee Election to Permanent Positions
Once the Committee has made an offer for redeployment or displacement, the employee will have two (2) business days to accept or decline the offer.

At any time before accepting a permanent position, an employee may decide to accept a lay-off and will not be penalized.

Notwithstanding the above, an employee who refuses placement into a vacancy in his or her classification will be laid off immediately with no recall rights.

An employee who refuses to displace an employee at the same or lower band or who refused to be placed in a vacancy at a lower pay band will be laid off immediately and given recall rights in accordance with Article 46.14.

Having gone through the local redeployment process described above, an employee exhausts all of his or her options for redeployment or displacement and the employee has fewer than six (6) years of service, he or she will be laid off in accordance with the Lay-off and Recall Provisions outlined in Article 46.14.

46.10 Regional Rights
If, having gone through this process, an employee exhausts all of his or her options for redeployment or displacement and the employee has six (6) or more years service, the employee may be redeployed or bump within his/her region in accordance with the above sequence and the definition of regions outlined below.

46.10.1 Available Work for Regional Redeployment and Displacement
For the purposes of potential redeployment and displacement of full-time permanent employees, full-time permanent positions in the region where the employee's rights exist will be considered. These regional

vacancies will not be filled through the normal hiring process until the National Joint Employment Planning Committee has reviewed them.

46.10.2 Regional Process

Definition of Regions
The regions for the purpose of this Article shall be defined as:

- Newfoundland Region
- Maritime Region
- Province of Ontario
- Manitoba and Saskatchewan Region
- Alberta Region
- British Columbia Region

CBC North: Any affected CBC North employee who has exhausted his/her rights locally will have a choice to exercise his/her rights either within their region or to their point of departure. An employee whose point of departure is Montreal shall be considered as part of the Ontario Region.

46.10.3 Regional Redeployment and Displacement Sequence
The Regional redeployment and displacement process will be the same as that outlined for local redeployment and displacement. The National Joint Employment Planning Committee will oversee the redeployment and displacement activities for employees who have regional rights.

An employee will be given a maximum of ten (10) business days to accept relocation. If an employee elects to relocate, that employee will have up to thirty (30) business days from the date he or she accepts the job to report to the new location, unless mutually agreeable alternate arrangements are made between the employee and the Corporation. Failure to report within these time limits will result in the employee's name being removed from the seniority list and the employee will be considered as having resigned from the Corporation with loss of all rights and privileges.

46.10.4 Relocation

When an employee accepts a relocation as a result of exercising his or her regional redeployment or displacement rights, the employee and the employee's immediate family shall be reimbursed for relocation expenses as applicable: a house-hunting trip, moving of household effects, and transportation and travel accommodation to a maximum per family of $11,000 based on acceptable receipts. The employee will also receive a $1,000 lump sum for incidentals.

46.11 National Vacancies

Once an employee receives a notice of lay-off and before he or she is laid-off, the employee will be offered a vacant position that exists nationally based on his/her qualifications, starting in the employee's region.

46.12 Salary Treatment on Redeployment or Displacement or Recall

Any employee who is redeployed or recalled to a position in a lower pay band and whose last salary was higher than the top of this new pay band shall have their salary adjusted to the maximum of the appropriate pay band, in accordance with Article 54 (Classifications and Hourly Rates). Where an employee's current salary is below top of new lower salary band to which he or she is to be redeployed, the employee will maintain his or her current salary and anniversary date and will move to the next highest step in the new pay band on his or her next anniversary date.

46.13 Redeployment and Displacement for Permanent Part-time Employees

These are employees as defined in Article 28 of the Collective Agreement.

Their Corporation seniority shall be determined using their Date of Continuous Service for the purposes of this Article.

46.13.1 Available Work

For the purposes of potential redeployment and displacement of permanent part-time employees, available part-time temporary, part-time contract or permanent part-time vacancies in the affected location

and corresponding region (if applicable) will not be filled through the normal hiring process until the Joint Employment Planning Committees have reviewed them.

46.13.2 Redeployment and Displacement Process

The redeployment and displacement process as set out in Article 46.9.8 will apply to permanent part-time employees except that their rights to redeployment and displacement will be exercised with respect to part-time vacancies and other part-time employees respectively. When a part-time employee is redeployed to a vacant part-time position or displaces another part-time employee, a condition of accepting this assignment is that the employee accepts the hours of work associated with the assignment.

The permanent part-time employee's salary and hourly rate shall be adjusted, if necessary, using the same principles as those applied to permanent full-time employees.

46.13.3 Part-time to Full-time Offers

If a part-time employee has exhausted his/her redeployment or displacement rights within his/her location, they will be offered an existing full-time vacancy for which they have the qualifications. This offer will only be made after the local process for full-time employees is completed. Such an offer may be turned down by the employee who will then continue exercising his/her rights under this Article.

Should the employee accept this offer, he/she will accept the working conditions of the position and he/she will be considered permanently placed as a full-time employee.

They will be offered recall to part-time work if it becomes available in accordance with Article 46.14.

Prior to a part-time employee moving into a full-time vacancy, qualified part-time employees will be considered based on seniority by the Local Joint Employment Planning Committee, in the event there is interest in full-time work. Should an employee express interest, and the redundant employee is qualified to replace them, the full-time vacancy

will be offered to the interested employee. Should he/she accept the full-time work then the created vacancy will be offered to the redundant employee.

46.14 Lay-off and Recall

A lay-off occurs after the redundancy process has been exhausted and it has been determined that there is no other opportunity for redeployment or displacement. An employee who is laid off will be placed on a local and national recall list for a fifteen (15) month period from the date of lay-off.

46.14.1 Notice

Employees are entitled to a minimum of four (4) weeks notice of lay-off or pay-in-lieu of notice.

During the notice period, the employee shall receive reasonable time off (Corporation assignments permitting) to be interviewed for positions outside the Corporation. An employee may also request to use unused vacation (etc.), banked time to seek external opportunities.

46.14.2 Separation Allowance

An employee whose probationary period has been completed and who is unable to displace or be redeployed shall be laid off. They shall receive a separation allowance equal to one (1) week's salary for each four (4) months of continuous service or major portion thereof with the Corporation.

Such separation allowance will be paid in two portions, one half at the time of lay-off and the other at the end of the 15-month recall period or when the employee otherwise relinquishes their recall rights. The employee may decide at any time to give up their recall rights and receive their full separation allowance.

If an employee is recalled to permanent status, they will not receive the second half of the separation allowance.

When an employee who has been recalled to permanent status and is then laid off again, the amount of separation allowance shall be one (1)

week's salary for each four (4) months of continuous service or major portion thereof with the Corporation, calculated from the date of the most recent recall. If an employee has any outstanding separation allowance from a previous lay-off this amount will be added to his/her separation allowance and included in the above calculation.

46.14.3 Recall process

Recall to available work shall occur based on seniority in the following priority:

i) First, if a position becomes available at the original location where the employee was released,

ii) Second, if a position becomes available in his/her original region,

iii Third, nationally.

46.14.4 Permanent Vacancies

Employees on the recall list will have access to permanent vacancies in their former band and below after these vacancies have been reviewed by the Local Joint Employment Planning Committee for employees currently subject to the redeployment and displacement process or on deferral from lay-off or displacement.

Vacancies will be made available to employees who possess the qualifications for the vacant position, based on Corporation seniority, in the following order:

i. to employees with protected status who bumped, were bumped, or were redeployed to another position at a lower level within their location,

ii. to other employees who bumped, were bumped, or were redeployed to another position at a lower level within their location, and includes employees who have been recalled to a lower level for their location only and for the duration of the recall period,

iii. to employees on the recall list including those who have been currently recalled to temporary work.

When posted permanent vacancies become available, the Corporation will provide a copy of the posting to employees on recall who have been laid-off by email to his/her last known address. It is the responsibility of the employee to advise the Corporation of any change of address, and email address. The employee will have five (5) business days to respond to the Corporation and declare his/her interest in the vacancy.

46.14.5 Offer to an Employee Where Permanent Position is in the same location

When an employee is offered a position in their previous location and at the same salary band, he or she will have five (5) days to accept or reject the offer. Where the offer is accepted, the employee will be required to report as directed but no later than five (5) business days from the date of acceptance, unless otherwise extended in writing by mutual agreement. Failure to do so will result in his/her removal from the recall list and he/she will be deemed to have immediately resigned from the Corporation.

46.14.6 Offer to an Employee Where Position is in a different location

When an employee is offered a position in a location other than their previous location, at the same salary band, he or she will have five (5) days to accept or reject the offer. Where the offer is accepted, the employee will be required to report as directed but no later than thirty (30) business days from the date of acceptance, unless otherwise extended in writing by mutual agreement. Failure to do so will result in his/her removal from the recall list and he/she will be deemed to have immediately resigned from the Corporation.

46.14.7 Relocation

When an employee accepts relocation to a permanent vacancy in accordance with the recall provisions, the employee and the employee's immediate family shall be reimbursed for relocation expenses as applicable: a house-hunting trip, moving of household effects, and transportation and travel accommodation to a maximum per family of $11,000 based on appropriate receipts. The employee will also receive a $1,000 lump sum for incidentals.

46.14.8 Contract vacancies

Contract vacancies are not available for the purposes of recall. When contract vacancies become available, employees on the recall list will be considered along with other candidates for the position. Provisions of the Article 37 (Hiring and Promotion) shall apply.

46.14.9 Access to Temporary Employment (Less than Six Months and Greater than Four Weeks)

An employee who is laid off shall inform the Corporation, prior to or at the time of his/her lay-off, of his/her interest in temporary employment for which he/she is qualified.

Employees who are on the recall list within a location, shall have access to temporary work that is four weeks or longer in duration (when the employer has a minimum of two weeks notice of the work) and less than six months based on seniority and qualifications. It is understood that if the employee does not respond within 24 hours of the date the offer of temporary work is made the employer is free to move to the next eligible employee on the recall list if applicable.

46.14.10 Access to Long-term Temporary Employment (greater than six months)

When temporary employment of six months or more is posted, employees on the recall list will have access to this work in the following order: local, regional, national.

If the employee has the qualifications to perform the work, the Corporation will offer the employee this work based on seniority first within the location, then the region, then nationally. When temporary work is offered, the employee is expected to report to work no later than five (5) days from the date of offer. The acceptance or rejection of this work will not affect the recall period.

If an employee is offered and accepts temporary work in another location, she or he will not be eligible for relocation expenses.

If no one on the recall list has the required qualifications or if no one on the recall list expresses interest in the vacancy, the job will be filled in the normal manner.

46.15 Protected Employees

Protected employees will maintain their protected status. Protected employees are those employees previously identified under the former Unit 1, 2 and 3 Collective Agreements i.e., those employees still on staff who were formerly NABET and CUPE prior to December 1, 1983.

All previous entitlements will apply except that the definition of Qualifications will be that as outlined in this Article as it applies to redeployment and displacement rights for protected employees. Excerpts from the former agreements relating to protected employees can be found in Appendix S – Language Regarding Protected Status.

46.16 Dispute Resolution

46.16.1 Disputes related to Qualifications

If there is a disagreement between the Parties with respect to the qualifications of an employee and his or her ability to do the duties and responsibilities of a specific position, the dispute will be referred by the National Joint Employment Planning Committee to an Adjudication Panel.

This Panel will only deal with the application of the Qualification provisions. The Panel's decisions will be made by majority. They will be made without prejudice or precedent, will be final and binding and not subject to the Arbitration process. The Adjudication Panel will have forty-eight (48) hours to render its decision.

The Adjudication Panel will be comprised of one neutral, one Management representative and one CMG representative. It is in the interest of the Parties that members of this Panel will be chosen according to their understanding of the needs of the position, including, e.g., cultural requirements in the case of SRC. Language of the proceedings will respect the employee and the position under review.

In addition to providing a final and binding decision on the matter, the Adjudication Panel also has the right to request more information on the employee's skills and experience (including requesting that additional tests be administered) or to refer the matter back to the Local Joint Employment Committee for further consideration.

Time limits may be extended by mutual consent.

46.16.2 Disputes Related to Other Workforce Adjustment Issues
The Parties agree that arbitrations related to the administration and application of the Workforce Adjustment Process should be heard as quickly as possible.

Any grievances of this nature will be submitted to the arbitrator within ten (10) business days of referral by the National Joint Employment Planning Committee. Proceedings must begin within twenty (20) business days of such referral and a final and binding decision rendered within five (5) business days of the hearing.

To assist in the earliest possible resolution of these issues the Parties will endeavour to submit a joint Statement of Facts and written submissions wherever possible.

In circumstances where there are a large number of grievances pertaining to lay-offs, the Parties will meet for the purpose of determining, by mutual agreement, how the grievances will be addressed.

The Corporation agrees to release not more than three (3) employees per required committee without loss of pay or leave credits to attend meetings of the Joint Employment Planning Committee. By mutual agreement, either side may add members to the Committee where these members may have special knowledge of an area of work or other information helpful to the Committee.

47 CONTRACTING OUT

47.1
The Corporation recognizes that contracting out is an issue of great concern to both the Union and to members of the Bargaining Unit. The Corporation will bear in mind the skills, experience and workload of existing employees when the Corporation assesses its operational requirements prior to retaining contracted services.

47.2
The Corporation may retain outside firms, contractors, and/or non-CBC personnel to meet operational needs where no layoffs are caused in the bargaining unit.

47.3
The Corporation is committed to following the process outlined below in the event that a contracting out is likely to result in layoffs in the bargaining unit:

47.3.1
The Corporation will advise of, and discuss with the Union by way of the National Joint Committee, any potential contracting out of work that is likely to result in layoffs in the bargaining unit. Details of any Request for Proposals or Request for Information will not be discussed at this meeting.

47.3.2
If, as part of a contracting out initiative which is likely to result in layoffs, the Corporation issues a Request for Information or a Request for Proposal, it will provide the RFI/RFP to the Union at the same time it is issued, provided that the Union signs the required Confidentiality Agreement.

47.3.3
Outside bidders will be made aware of the Union's rights.

47.3.4
Should the Union wish to provide a formal bid in response to the RFI

or RFP, it must abide by the entire RFI/RFP process. If the Union chooses to provide a formal bid, 47.3.5, 47.3.5(a) and 47.3.6 below will not apply.

47.3.5
After the Corporation has received responses to an RFI or RFP and determined that it has a valid business case to contract out work which will directly result in layoffs in the bargaining unit, the Corporation will discuss with the Union the Corporation's objectives, the reasons for contracting out, the expected benefits of contracting out, and potential timelines. The Corporation will advise of the nature of the activities and the estimated number of employees, by location, affected by the contracting out. It is understood that this information is provided to assist the Union in developing an alternative to contracting out.

It is agreed the Corporation has the right to make the final determination and this consultation will not impede or delay the Corporation's decision process.

47.3.5(a)
The Union agrees that these discussions and all information provided to the Union will be held in the strictest confidence.

47.3.6
Should the Union wish to propose alternatives, it must do so in writing within one (1) month of the commencement of the discussions in 47.3.5. The Union may provide alternatives to the Corporation in areas such as cost reduction, operational efficiencies and conditions of employment in order to achieve the stated objectives. The union submission will be considered on its merits.

47.3.7
A final decision will be made by the Corporation. If a contractor is selected, the Corporation will provide reasons to the Union for selecting the contractor.

47.3.8
If a final decision is made to contract out the work that will directly

result in layoffs within the bargaining unit, the Corporation will provide the Union with as much notice as possible, but in any event, no less than eight (8) weeks in advance of the contracting out.

The Union and the Corporation will meet to discuss ways of minimizing the number of layoffs and will consider options such as retraining, reassignment, and/or redeployment to a vacant position(s). In these instances, the posting provisions of this Agreement will not apply.

All affected employees who occupy redundant positions will be given written notice of redundancy in accordance with Article 46 (Workforce Adjustment) of this Collective Agreement.

Once an employee has received a notice of redundancy, the employee will be dealt with in accordance with the provisions of Article 46 (Workforce Adjustment) with the exception of the notice provisions outlined above.

47.4
As part of any negotiation with a supplier to provide a contracted service where layoffs will result, the Corporation will provide an opportunity for the contractor to consider bargaining unit employees for employment with the contractor. Agreements that provide job opportunities for employees will be included in the written documentation between the Corporation and the contractor.

47.4.1
An employee who has been directly affected by contracting out and who has completed the probationary period, and has been selected for employment by the contractor, will be separated, without recall rights, from his/her employment with the Corporation and will receive layoff pay in accordance with Article 46 (Workforce Adjustment). A protected employee will receive his/her entitlement as set out in Appendix S (Language Regarding Protected Status).

47.4.2
Should an employee be unable or choose not to be engaged by the

contractor following a notice of redundancy in clause 47.3.8, he/she will be dealt with in accordance with the provisions of Article 46 (Workforce Adjustment).

48 SALE OR TRANSFER OF BUSINESS

48.1
Should the Corporation decide to proceed with a transfer of a portion of the Corporation to outside interests or with a partnership agreement involving work which regularly falls within the scope of the Collective Agreement, the Corporation agrees to initiate discussions, at the National Joint Committee, to establish a transition process that will minimize the impact on employees.

Such a meeting will provide the Union an opportunity to fully discuss any concerns but will not replace the rights outlined in the Dispute Resolution and Grievance Procedure article.

The Corporation agrees that it will not be opposed to any application for certification involving Corporation employees (CMG members) transferred as a result of the sale of business, subject to applicable legislation.

48.2
An employee who receives a notice of redundancy as a direct result of Sale or Transfer of Business will be dealt with in accordance with the provisions of Article 46 (Workforce Adjustment).

49 TECHNOLOGICAL CHANGE

49.1
Technological change means the introduction by the Corporation into its work, undertaking or business, of equipment or material of a different nature or kind than that previously utilized by the Corporation in the operation of the work, undertaking or business and a change in the manner in which the Corporation carries on the work undertaking or business that is directly related to the introduction of that equipment or material.

49.2
Where the Corporation proposes to effect a technological change that is likely to affect the terms and conditions of employment of a significant number of employees to which this Collective Agreement applies, then the Corporation shall give notice to the Union at least one hundred and twenty (120) days prior to the introduction of new equipment or material different in nature or kind than that previously utilized.

Such notice referred to above shall contain:

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

49.3
The Parties agree that Sections 52, 54 and 55 of the *Canada Labour Code* do not apply during the term of this Collective Agreement.

49.4
The following steps are intended to assist employees affected by any technological change.

After notice as per 49.2 above is given, the Parties shall meet and discuss the technological change with a view to minimize or avoid adverse effects and to discuss options to assist employees who are affected by technological change to adjust to any adverse effects associated with such technological change.

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

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

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

49.5
Affected employees who occupy redundant positions will be given a minimum of six (6) weeks written notice of redundancy.

Once an employee has received a notice of redundancy, he/she will be dealt with in accordance with the provisions of Article 46 (Workforce Adjustment).

50 INTRODUCTION OF NEW WORK METHODS & PRACTICES

50.1
The Parties recognize that the business is in a state of continuous change and continuous improvement. The Corporation recognizes the role of the Union in representing its members when changes in work methods and practices are contemplated. Therefore, when the Corporation considers changes to its work methods and practices in a manner which is likely to have a material effect on the working conditions of employees, the Corporation shall give notice and consult fully with the Union at the National Joint Committee. Such consultation will provide reasonable notice of upcoming change. Notwithstanding that the National Joint Committee has oversight of the introduction of new work methods and practices, the Local Joint Committees also play an important role in the success of this process.

50.2
The Parties agree that changes with respect to those defined in Article 50 should be communicated as early as possible and in a manner that is transparent and provides clarity.

Such notice and consultation shall include:

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

50.3
After notice is given, the Parties shall meet and discuss the change with a view, where possible, to minimizing or avoiding adverse effects and in order to discuss options to assist employees.

50.3.1
The Parties agree that best efforts will be made to retain employees in keeping with Article 50.

50.3.2
The Parties shall discuss the processes for the introduction of new work methods and practices. The Parties shall also discuss issues that may arise because of the changes. These could include:

- the need for retraining;
- reassignment for certain employees;
- the role of Health Services;
- the physical, emotional and psychological impact on employees.

50.3.3
When reassignment is required, the posting provisions of the Collective Agreement shall not apply.

50.4
Where it can be demonstrated that the changes may cause a speedup or hardship the process as set out in Article 44 (Workload) will apply.

50.5
When a change in a work method or practice results in an employee receiving a notice of redundancy, the employee will be dealt with in accordance with the provisions of Article 46 (Workforce Adjustment).

50.6
The Parties agree that this Article does not apply to any situation covered by Article 47 (Contracting Out) or Article 49 (Technological Change).

51 SEVERANCE PAY AT RETIREMENT

51.1
This Article applies only to members of the bargaining unit who were permanently employed as of October 11, 2005 and those contract employees who exercised their right to convert to permanent staff prior to and including March 31, 2006.

51.2
Upon separation from employment caused by illness, retirement or death, employees in the bargaining unit shall receive severance pay (except as provided for in 51.3 below) 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.

51.3
Employees in the bargaining unit with more than three (3) years of service but less than ten (10), who are separated due to serious and protracted illness or employees who retire shall receive severance pay at the rate of one (1) week's salary for each nine (9) months of service, but not to exceed a maximum of thirteen (13) weeks salary, provided that the employee is not eligible for severance pay under clause 51.2.

51.4
Upon giving notice of retirement from staff, no later than the last day of November of the year in which an employee reaches age seventy-one (71), or any other age limit stipulated for this purpose in the Income Tax Act, an employee may elect to take Retiring Leave equivalent to severance pay. Retiring Leave will be paid in the same manner as regular salary and will be subject to normal payroll deductions and will count as pensionable service where applicable. In accordance with the CBC Pension Plan and Canada Revenue Agency regulations, Retiring Leave cannot extend beyond the last day of November of the year in which an employee reaches age seventy-one (71), or any other age limit stipulated for this purpose in the *Income Tax Act.* Any balance remaining of the Retiring Leave will be paid as severance in a lump sum at that time.

51.5
No severance will be paid to an employee who resigns, is dismissed for cause or is laid-off. Lay-off pay for laid-off persons will apply as per Article 46 (Workforce Adjustment).

51.6
For the purpose of calculating the entitlement to severance pay, a lay-off (if lay-off pay has been paid to the employee) shall constitute a break in service even though the employee may be re- employed within fifteen (15) months of his/her lay-off.

51.7
The national office of the Union shall be advised of Voluntary Severance provisions, which could apply to members of the bargaining unit when they are set.

52 RETIREMENT

52.1
Retirement at CBC is voluntary. Employees may continue to work and contribute to the CBC Pension Plan in accordance with the terms of the CBC Pension Plan.

52.2
An employee should provide at least three (3) months notice to his/her supervisor and Human Resources of his/her intent to retire.

CLASSIFICATION/COMPENSATION

53 GENERAL SALARY PROVISIONS

53.1
No employee will suffer a reduction in current salary or additional remuneration as a result of implementation of this Collective Agreement.

53.2
Employees in the bargaining unit shall receive no less than the rates, scales and/or fees in accordance with the scale of minimums outlined in Article 54 (Classifications and Hourly Rates). Progression will be no less than the progression schedule outlined in 53.3 below. Nothing prevents the Corporation from paying salaries above these scales. The Corporation is authorized to negotiate salaries directly with any employee or prospective employee, provided that the negotiated salary exceeds the minimum salary.

53.3
Progression within a salary band shall be automatic unless otherwise stated and shall occur on the anniversary date.

53.4
An employee who is promoted to a job in a higher salary band will receive a salary increase equivalent to at least one full step on the employee's former salary band.

53.4.1
When a temporary employee is rehired, within a twelve (12) month period, into the same group or into a lower group than the one in which he/she was previously employed, the employee shall receive credit (for salary purposes only) for previously accumulated time, calculated to the last completed month of service. Such service credits shall determine the step within the salary band to which the temporary employee is rehired.

53.5
New employees shall be placed in the appropriate salary bands effective from the hiring date. Placement on the appropriate step will take into consideration past experience.

53.6 Additional Remuneration
Additional remuneration in the form of a fixed term or lump sum contract may be negotiated between an employee and the Corporation for the following reasons:

a) recognized prominence and excellence;
b) special production skills;
c) special expertise;
d) unusual demands placed on an employee's personal life by his/her assignment;
e) special initiatives or achievement which is of significant benefit to the Corporation.

The employee, if he/she desires, may call upon the Union to assist him/her in these negotiations. A copy of these contracts shall be given to the national Union office at the time of signing the contract.

53.7
Unless otherwise specifically indicated in this Agreement or as mentioned below, there shall be no reduction in base salaries. If an employee requests in writing to be reclassified to a lower classification or is affected under Article 46 (Workforce Adjustment), and his/her current salary exceeds the maximum salary level for the lower classification, his/her salary will be reduced to the maximum salary level of the lower classification.

53.8
An employee who has been promoted and is not confirmed or elects not to accept the promotion during the trial period will be returned to the employee's previous classification at the previous rate of pay, consistent with all of Article 37.6 (Hiring and Promotion).

53.8.1
In each case the anniversary date may revert to the date that was in effect when the employee was in the lower classification.

53.9 Direct Deposit
All monies owing to permanent and temporary employees for work performed and/or services received will be paid through direct deposit. The Corporation shall remit to the employee an electronic notification of deposit which shall contain the employee's name, the payment date and corresponding work period, the amount of gross earnings, the nature and amount of deductions made and the amount of take-home pay.

All employees shall provide the Corporation with the information necessary for payroll deposit. Such information will be kept confidential and only used for deposit purposes.

53.10
Those employees who received a salary advance as a result of the change in payroll schedule in May 1998 will have the salary advance recovered upon termination of employment.

54 CLASSIFICATIONS AND HOURLY RATES

Although there are no set hours for self-assigned employees, they will be paid an annual salary based on the normal hours of work for their classification listed below.

As per the Memorandum of Agreement, the Parties have agreed to reopen negotiations for hourly rates for the final three (3) years of this Collective Agreement.

See Appendix K for Hourly and Annual Salary Grids for previous Band 13 - Producer - National Line up and Assignment

See Appendix L for the Annual Salary Grid.

Annual Salary = Hourly Rate x Hours Per Week x 52.2 Weeks

Band 13 EP – Executive Producers

Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	36.95	38.08	39.24	40.37	41.48	42.61	43.77	45.08	46.43
April 1, 2015	37.47	38.61	39.79	40.94	42.06	43.21	44.38	45.71	47.08

Band 13 SP – Senior Producers

Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	34.19	35.27	36.35	37.45	38.54	39.60	40.68	41.78	43.03
April 1, 2015	34.67	35.76	36.86	37.97	39.08	40.15	41.25	42.36	43.63

Band 12

Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	31.98	33.02	34.06	35.10	36.17	37.21	38.24	39.28	40.35
April 1, 2015	32.43	33.48	34.54	35.59	36.68	37.73	38.78	39.83	40.91

38.75 Hours Per Week
Consulting Technologist
Director
Senior Reporter
Producer
Producer/Recording Engineer
Remote Area Transmitter Systems Technologist
Senior Host
Switcher/Director

Band 11

Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	30.50	31.53	32.58	33.61	34.66	35.70	36.74	37.77	38.80
April 1, 2015	30.93	31.97	33.04	34.08	35.15	36.20	37.25	38.30	39.34

38.75 Hours Per Week
Art Director
Host
Mobile Engineer-in-Charge
Senior Production Editor
Senior TV Post Production Audio Engineer
Senior Videographer
Supervising Scenic Artist
Systems Technologist

Band 10

Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	28.84	29.98	31.15	32.31	33.48	34.64	35.79	36.95	38.12
April 1, 2015	29.24	30.40	31.59	32.76	33.95	35.12	36.29	37.47	38.65

36.25 Hours Per Week
National Account Manager

38.75 Hours Per Week
Colourist
Compositor
Promo Producer/Director
Provincial Affairs Reporter
Radio Recording Engineer
Senior Communications Officer
Senior Lighting Director
Senior Production Audio Mixer
Senior Production Switcher
Senior Writer
Supervising Make-Up Artist/Hairdresser
Supervising Remote Area Transmitter Technologist
Supervising Special Effects Technician
TV Post Production Audio Engineer
Video Producer
Video-Journalist

Band 9

Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	27.25	28.38	29.52	30.65	31.80	32.93	34.06	35.22	36.33
April 1, 2015	27.63	28.78	29.93	31.08	32.25	33.39	34.54	35.71	36.84

38.75 Hours Per Week
Announcer Operator
Coordinating Associate Director
Library Coordinator
News Editor Presenter
Newsworld Production Coordinator
Scenic Artist
Senior Remote Area Transmitter Technologist
Supervising Scenic Constructor

Band 8

Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	26.79	27.87	28.96	30.02	31.12	32.19	33.27	34.36	35.42
April 1, 2015	27.17	28.26	29.37	30.44	31.56	32.64	33.74	34.84	35.92

36.25 Hours Per Week
Account Manager

38.75 Hours Per Week
Dialogue and Effects Editor
Production Editor
Reporter/Editor
Resource Specialist
Senior Designer
Senior Media Librarian
Sound Effects Specialist
Supervising Staging Rigger
Supervising Technician
Supervising Technologist
Technical Instructor
Videographer

Band 7

Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
April 1, 2014	24.98	26.33	27.70	29.06	30.41	31.79	33.16	34.52
April 1, 2015	25.33	26.70	28.09	29.47	30.84	32.24	33.62	35.00

36.25 Hours Per Week
Marketing and Sales Coordinator
Research Analyst

38.75 Hours Per Week
Associate Producer
Associate Producer/Technician
Design Coordinator
Editor
Motion Capture Specialist
Senior Broadcast Technologist
Senior Character Generator
Supervising Set Decorator
Supervising Trades Technician
Video Specialist

Band 6

Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
April 1, 2014	23.80	25.32	26.87	28.41	29.95	31.48	33.04
April 1, 2015	24.13	25.67	27.25	28.81	30.37	31.92	33.50

36.25 Hours Per Week
Administrative Specialist
Applications Support Specialist
Desktop Support Specialist

Programmer/Analyst
Senior Service Centre Analyst
Specialist - Contract Administration
Specialist - Finance and Administration
Specialist - Marketing and Sales
Specialist - Pension & Benefits Administration
Specialist - Pension Fund Investment Administration
Telecom - Network Support Representative

38.75 Hours Per Week
Advertising and Layout Artist
Announcer
Associate Art Director
Associate Director
Costume Cutter
Lighting Director
Makeup Artist/Hairdresser
Mobile Transmission Technician
Network Presentation Coordinator
Production Audio Mixer
Production Camera
Production Switcher
Remote Area Transmitter Technologist
Senior Researcher
Sound Reinforcement Mixer
Special Effects Technician
Supervising Mechanical Rigger
Supervising Stagehand (Production)

Band 5

Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
April 1, 2014	22.18	23.64	25.12	26.59	28.04	29.51	30.96
April 1, 2015	22.49	23.97	25.47	26.96	28.43	29.92	31.39

36.25 Hours Per Week
Administrative Support - Level II
Service Centre Analyst

38.75 Hours Per Week
Associate Promo Producer
Closed Captioner
Communications Officer
Dolly Operator
Fabric Specialist
Field Sound Technician
Media Librarian
Network Control Centre Technician
Presentation Technician
Scenic Constructor
Set Decorator
Staging Rigger
Supervising Technical Installer
Trades Technician
Traffic Coordinator

Band 4

Date	Start	Step 2	Step 3	Step 4	Step 5
April 1, 2014	20.32	22.48	24.65	26.79	28.96
April 1, 2015	20.60	22.79	25.00	27.17	29.37

36.25 Hours Per Week
Applications Support Analyst
Operations Analyst

38.75 Hours Per Week
Broadcast Technician
Broadcast Technologist

Designer
Fly Systems Operator
Mechanical Rigger

Band 3

Date	Start	Step 2	Step 3	Step 4	Step 5
April 1, 2014	19.09	21.18	23.26	25.33	27.42
April 1, 2015	19.36	21.48	23.59	25.68	27.80

36.25 Hours Per Week
Administrative Support - Level I
Desktop Support Analyst

38.75 Hours Per Week
Communications Assistant
Properties and Costumes Storeskeeper
Researcher
Scenic Carpenter
Supervising Stagehand

Band 2

Date	Start	Step 2	Step 3	Step 4	Step 5
April 1, 2014	17.36	18.96	20.56	22.16	23.77
April 1, 2015	17.60	19.23	20.85	22.47	24.10

36.25 Hours Per Week
CAD Operator
Generalist - Clerical
Regional Computer Support Representative

38.75 Hours Per Week
Assistant Layout Artist
Assistant Program Editor
Assistant Scenic Artist
Senior Radio and Television Assistant
Technician / Announcer

Band 1

Date	Start	Step 2	Step 3	Step 4	Step 5
April 1, 2014	16.45	18.06	19.67	21.27	22.89
April 1, 2015	16.68	18.31	19.95	21.57	23.21

38.75 Hours Per Week
Assistant Fabric Specialist
Editorial Assistant
Library Assistant
Program Assistant – Radio
Program Assistant – TV
Radio and Television Assistant

55 JOB EVALUATION

On-Going Administration of Job Evaluation

55.1
The Parties accept that the Job Evaluation plan, classification profiles and ratings, established at the signing of this Collective Agreement form the basis for Job Evaluation implementation and the on-going management of Job Evaluation. The plan and ratings are documented and provide the official record for implementation and management of Job Evaluation, are binding on the Parties, and may only be changed with mutual consent of the Parties. The Parties agree to maintain documentation related to ratings.

55.2
No grievance or challenge may be made by an employee, group of employees or the Parties related to overall job evaluation administration and design, the job evaluation plan, raters' notes, retroactivity or rates of pay associated with Job Evaluation.

55.3
The Corporation will maintain a set of classification profiles, which accurately reflect the function(s), duties and qualifications for all classifications. The plan and ratings are documented and provide the official record for implementation and management of Job Evaluation, are binding on the Parties, and may only be changed with mutual consent of the Parties. The Parties agree to maintain documentation related to ratings.

55.4
The Corporation may create new classifications within the bargaining unit.

55.4.1
Where the Corporation has a requirement to significantly modify the duties and responsibilities of a classification, it will discuss this with the Union. Following this discussion, the classification may be amended or a new classification created. If there is a dispute, it shall be dealt with in

accordance with Article 16 (Dispute Resolution and Grievance Procedure).

55.5
The Corporation and the Union will jointly rate new and/or amended classifications, in accordance with the established Job Evaluation Plan.

55.6
Should there be a disagreement between the Parties that is not resolved at the National Job Evaluation Committee regarding the rating for any new or amended classification profile, the matter will be dealt with directly at the national level in accordance with Article 16 (Dispute Resolution and Grievance Procedure).

The Arbitrator's jurisdiction will be limited to accepting the position of the Corporation or the Union. The Arbitrator does not have any other jurisdiction to revise classification specifications, re-rate jobs or modify the Job Evaluation plan in any way or interpret any other provisions of the Collective Agreement.

55.7
Job classifications may be re-rated through on-going Job Evaluation.

A classification may be moved to a different pay band. Employees in that classification, whose base pay is within their current pay scale, and whose base pay becomes over scale in the new band will have their salary protected and will be entitled to negotiated scale increases once their rate of pay no longer exceeds the top of their new pay band. Until that time, employees in this situation will receive a lump sum payment equal to the negotiated general wage increase.

In addition, employees in that classification, whose base pay is currently over scale and whose base pay is either on scale or over scale in the new pay band, will receive negotiated salary increases for the life of this Collective Agreement.

55.8
Once the rating for a new or amended classification profile has been finalized, employees hired or moved into that classification will be appropriately slotted and remunerated in accordance with Article 54 (Classifications and Hourly Rates).

55.9
If the Union believes that a classification should be created, or that an existing classification profile should be modified or re-rated, the issue will be dealt with at the National Job Evaluation Committee. If the issue remains unresolved after the National Job Evaluation Committee meets, the matter will go through the normal dispute mechanism as provided for in Article 16 (Dispute Resolution and Grievance Procedure). If a job is re-rated, the incumbents of the classification will be appropriately remunerated as per the new pay scale from the date the Union requested the re-rating or modification.

55.10
An employee who believes that he/she should be re-classified will discuss this with his/her manager, Human Resources or the Union. If the supervisor disagrees, the employee has the ability to direct the complaint to the National Job Evaluation Committee.

Job Evaluation Process

A National Job Evaluation Committee will be established. It will be guided by the Statement of Principles set out below. The National Job Evaluation Committee has the authority to make the final determination in any case it examines.

The Union and the Corporation will each provide three representatives to the Committee. Members of the Committee must have expertise in job evaluation (i.e. an understanding of the existing Job Evaluation Plan and rating system, knowledge of current job classifications and a fact-based approach). The Parties agree that training should be developed to ensure proper knowledge transfer for new Committee members.

The first orders of business for the Committee are to determine its methodology in accordance with the Statement of Principles and to establish its own terms of reference.

The National Job Evaluation Committee will create a guide for employees to aid their understanding of the Job Evaluation process. The Committee will also determine how to communicate the results of its work to employees.

Should the National Job Evaluation Committee be unable to agree on a determination, the case will be sent directly to arbitration in accordance with Article 16 (Dispute Resolution and Grievance Procedure).

Statement of Principles

The Parties agree to address situations where core functions and key tasks performed on a regular basis change due to the following situations:

- The Corporation changes the duties of the job
- The Corporation introduces a new job classification
- An existing job changes materially in its core functions and key tasks
- An employee files a challenge because he/she believes their current classification does not accurately reflect the work they are doing

The Parties agree that the process for ongoing administration of evaluating jobs must maintain the integrity of the existing Job Evaluation Plan and must be applied fairly and consistently to all challenges. To that end, the assessment of any challenge will be conducted objectively, using a fact-based process.

56 BROADCAST TECHNOLOGY CAREER STRUCTURE

56.1
The Parties agree that the purpose of this structure is to provide opportunity for career development, adequate compensation for the required skills, and a comprehensive related training program with emphasis for advancement based on ability and recognition of the need to develop skills in order to successfully deal with changes brought about by advancing technology.

The Corporation agrees that in any plant where there are at least five (5) Technologists at either the A or B level, there will be at least one (1) Group C position. Group C positions will also be implemented in locations with fewer Group A and B positions when the need exists.

56.2 The Structure

The following is the structure:

Group A	Broadcast Technologist Remote Area Transmitter Technologist
Group B	Senior Broadcast Technologist Senior Remote Area Transmitter Technologist
Group B+	Supervising Technologist Supervising Remote Area Technologist
Group C	Systems Technologist Remote Area Systems Technologist
Group D	Consulting Technologist
Group MM	Mobile Engineer-in-Charge

56.3 Eligibility (to appear before a Selection Board)

56.3.1
All candidates must write the appropriate exam and failure on any required exam will make a candidate ineligible to appear before a Selection Board/Review Panel.

56.3.1(a)
All candidates must have the qualifications listed below:

Group A

- Must possess at least a two (2) year Post-Secondary technologist diploma from a recognized college in an appropriate discipline or its equivalent as determined by the Corporation
- Every eligible candidate must write an entrance exam before attending a Selection Board.

Group B

- Internal candidates must have a total of three (3) years of practical and relevant experience.
- Must pass a written Corporate exam according to established standards.
- A Group A Technologist will, following review of qualifications by a Panel similar to that described under "Progression Procedures", be promoted to Group B within the respective Specialization Area, without the necessity of posting(s), as long as the candidate meets all the conditions outlined above.
- When a candidate is applying from outside the BT structure, final selection will be by a selection board.
- External candidates may be hired at the B level. Such candidates must possess at least a two (2) year post- secondary technologist diploma and have a total of four (4) years of practical and relevant experience in a similar capacity outside the CBC. The individual will not be required to write the Group A exam but must pass the Group B exam prior to appearing before a board.

Group B+

- Must have a total of five (5) years of practical and relevant experience, one (1) of which must have been in the CBC as a Group B Technologist.
- The final selection will be by a Selection Board.

Group C

- Must have a total of seven (7) years practical and related experience, two (2) of which must have been in the CBC as a Group B Technologist.
- Must pass a written Corporate exam according to established standards.
- The final selection will be by a Selection Board.

Group D

- Must have a total of ten (10) years of practical and relevant experience, one (1) of which must have been in the CBC as a Group C Technologist.
- Must pass a written Corporate exam according to established standards.
- The final selection will be by a Selection Board.

Group MM (Mobile Engineer-in-Charge)

- Must have a total of five (5) years multi-camera mobile experience including qualification as a Group B Technologist.
- Must pass a written Corporate exam according to established standards.
- The final selection will be by a Selection Board.

56.4 Assignment

56.4.1 Training

- Must be a Group B Senior Maintenance Technologist with a total of five (5) years of practical and relevant experience.
- Compensation will be in accordance with Article 40 (Learning & Professional Development)

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

56.5 Trial Period

Corporation employees who enter into or are promoted within the Broadcast Technology Career Structure or employees transferring between Specialization Areas may be subject to a trial period of up to six (6) months. Should the employee not be satisfied with the job or if the employee is not to be confirmed in the job the employee may return to the former classification at the previous rate of pay.

56.6 Exams

56.6.1

Exams for all levels will be made available upon request. Those who write exams will be advised of the results and for those who pass, accreditation will be valid for a two (2) year period.

56.6.1(a)

Failure on an exam will make a candidate ineligible to rewrite that exam for a six (6) month period.

56.6.1(b)

A Group C or Group D Technologist, chosen by the Union, will be a member of each exam sub-committee. The Corporation agrees to underwrite all costs of the Union members on this Committee. Further, it is agreed that Group B, C and D Technologists will be encouraged to submit exam questions.

56.7 Progression Procedures

56.7.1

Subject to 56.3.1(a), candidates will be promoted from within the BT Career Structure. However, at the C and D level, if no employee applies, or if no applicant is qualified, the Union will give due consideration to requests from the Corporation to waive the requirements for Corporation service as detailed under eligibility requirements. If such a waiver is given, the Corporation must repost

the position internally, noting the reduced eligibility requirements, after which, if no qualified employee applies or if no applicant is qualified, external candidates may be considered.

56.7.2 Entry Exam – Group A
The entry level testing will include both a core and specialty exam. A 60% pass mark is required on the core exam. In instances where the candidate fails, but gets more than fifty-two percent (52%), the average of the candidate's core and specialty marks will be calculated. When this results in a score over sixty percent (60%) the employee will be given a pass.

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

Part 1: Core - Advanced theory
This part is common to Radio, Television and Transmitters.

Part 2: Specialization Areas
One of:

- Radio
- Television - (questions on areas of assignment)
- Transmitters

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

56.7.3(a)
For progression to Group B, a sixty percent (60%) pass mark is required on each of the core and specialization parts.

56.7.3(b)
The candidate must pass the exam prior to appearing before a Review Panel.

The Panel will review deficiencies identified on the exam and may discuss the employee's career aspirations with the aim of being assured

that the candidate understands and accepts all new B level responsibilities and will discharge them in the professional manner required.

56.7.4 Group C

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

56.7.5 Group D

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

56.8 Penalty Waiver - Groups C and D

56.8.1
Systems and Consulting Technologists will generally be weekly scheduled and will generally determine their hours of work and taking of meals. Local practice will determine guidelines for pre- or post-authorization of extra hours. When required to work overtime, work on a day off or on a statutory holiday, employees will be paid in accordance with the overtime provisions of this Agreement.

All other provisions of the Collective Agreement apply as written.

56.8.2
In the event that Systems and Consulting Technologists are required to work in situations where the hours of work are determined directly or indirectly by others, the employees would be entitled to all the normal provisions of the Collective Agreement.

56.9 Inter-Specialization

56.9.1
When a Technologist wishes a permanent switch between Specialization Areas, the selection process will be adhered to. Candidates will be interviewed by a Selection Board and exams will be required to be written except that, at the B level, a Technologist will not be required to write the core part of the exam and, at the A level, no further entrance exam is required.

56.10 Upgrading

56.10.1
If a Group B or C is temporarily assigned work of a higher classification and is verbally advised at the time of assignment of a temporary upgrading for a specific project, there is no requirement to have passed the appropriate exam for the higher classification.

56.10.1(a)
However, if a Group B or C is temporarily assigned and is verbally advised at the time of assignment of the need to perform work in a higher classification on a replacement basis, then the technologist must have passed the appropriate exam for the higher classification.

This does not apply in the case of replacing either a Supervising Technologist or a Group C whose main function is training.

56.10.2
It is agreed that a Group A may work alone without upgrading and that Article 38 (Temporary Upgrades) will not apply to Group A Technologists unless they are upgraded above the B level or to perform work in a higher salary level in a function outside the Broadcast Technology Structure.

56.11 Maintenance Of Performance Standards for Groups C and D

56.11.1
One of the principal advantages of having a professional career

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

56.11.2
It has been recognized by the Parties that the career and motivational potential of the structure would be seriously compromised if people at Group C and D levels had guaranteed tenure at their levels, irrespective of the quality of their performance. Indeed, the Group C and D level Technologists are chosen for their leadership, judgment, initiative and consultative skills, as well as for their high level of technical knowledge and skill. They are looked to for guidance, standards and quality control and must, of necessity, enjoy the respect of their co-workers. Therefore, should their performance fall below an acceptable level, there must exist some mechanism by which they may be encouraged to return to full productivity or, failing that, be reassigned to a job at a level more consistent with their performance. Additionally, such reassignment would allow for the promotion of another qualified person.

56.11.3
Supervisors are responsible for setting performance standards and ensuring that they are met. Should a supervisor find clear indications of a deterioration in the performance of a member of the Broadcast Technology staff, the supervisor will take all possible measures to encourage the employee in question to return to the required level of performance. Such measures shall include:

56.11.4 <u>Discussion And Verbal Warning</u>

56.11.4(a)
When an employee begins to exhibit a pattern of unsatisfactory performance, the supervisor shall discuss the matter frankly and objectively with the employee. The supervisor must be prepared to

illustrate the performance deficiencies with specific incidents and must clearly indicate what is expected in terms of acceptable performance. Any areas of misunderstanding or lack of information should be clarified. Any reasonable assistance the employee requires to overcome a performance problem will be made available. Finally, a specific time frame, not to exceed three (3) months, should be established during which the employee's performance will be expected to improve to the required level.

56.11.5 Formal Documented Interview

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

56.11.6 Review Board

56.11.6(a)
If the performance of a Group C or D Technologist has not improved during the period specified in the written report on performance, the employee will be required to appear before a review board. This board

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

- performance is satisfactory;
- employee is placed on probation for up to six (6) months;
- employee should be downgraded immediately.

56.11.6(b)
The results of this review board will be communicated in writing to the employee by the chairperson of the review board.

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

- performance is satisfactory;
- employee should be downgraded.

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

56.11.6(e)
Salary will be frozen until the scale for the new group encompasses the current salary at which time it will be adjusted to the new scale.

56.11.7
None of the foregoing shall prevent an employee from voluntarily accepting a reclassification to a lower grouping.

56.12 Training

56.12.1
In the Broadcast Technology Career Structure a viable and clearly visible avenue for progression is available to all technologists.

56.12.2
To ensure that employees are provided with the opportunity to acquire the necessary knowledge and skills to carry out their normal work assignments and ensure that they are given an opportunity to progress to the next level of qualification, the Corporation will provide the necessary training courses, on-the-job training and may arrange inter-Specialization Area assignments. As well, opportunities will be provided to develop skills in the areas of computer and network technologies. This may include assignments or secondments working with Information Technologists.

56.12.3
The Corporation will make available exam related reference material for technologists.

56.12.4
It is intended to utilize C and D level Technologists in the preparation and delivery of training courses and material. Further B, C and D level Technologists must make themselves available to assist and familiarize any Technologist requiring assistance.

56.13 Temporary Employment

56.13.1
Any candidate from outside the Broadcast Technology Career Structure who applies and is accepted in a temporary position within the Structure can only be hired at the A level.

56.13.2
For per occasion or short term hires under 4 months, temporary employees may be appointed without the need to write exams.

56.13.3
For longer terms, a temporary technologist will be required, prior to appointment, to write the appropriate exam(s). The results will be reported to the supervisor but the candidate need not attain a pass mark. Such temporary employment will not continue beyond six (6) months unless the employee rewrites and passes the appropriate exam(s).

56.14 Performance Appraisals

The performance appraisal system will be replaced by Article 39 (Performance Management & Staff Development) (PMSD).

57 VEHICLE ALLOWANCES IN SALES

57.1
Employees who work in sales and are required, by the Corporation, to use their vehicles on Corporation business as a condition of employment will be compensated in accordance with the provisions of this Article. It is the responsibility of each employee so authorized to ensure he/she has adequate business insurance coverage with a minimum of one million dollars ($1,000,000.00).

57.2
Sales employees who are authorized to use their vehicles on Corporation business shall provide a vehicle that meets the following conditions:

- Any style or class;
- Purchased or leased;
- Shall be in a condition that is conducive to representing the Corporation and is maintained in a mechanically and cosmetically presentable condition.

57.3
When authorization has been provided to a sales employee to use his/her vehicle on Corporation business, such authorization will remain valid so long as the employee remains in the position they held when so authorized.

57.4.1 Monthly Vehicle Allowance
An employee who works in sales, and meets the above requirements, will be paid a monthly vehicle allowance of $475 (four-hundred and seventy-five dollars) to cover all costs of operating the personal vehicle on Corporation business. This monthly vehicle allowance will be paid at the end of the month to which it applies.

Should changes occur in the *Income Tax Act* that allow for an equal or greater benefit to the employee and Corporation in payment of a vehicle allowance, the Parties will meet to discuss the changes and their application to this provision.

57.4.2
Sales employees who are currently provided with parking at or near their place of employment will continue to enjoy this benefit as long as it is at no cost to the Corporation.

57.5 Absence from Work
Notwithstanding clause 57.4.1, in the event that a sales employee is absent from work for a period exceeding one (1) month, the following conditions will apply:

a. the Corporation will pay the monthly vehicle allowance for the first full or partial calendar month of absence;
b. the Corporation will pay an allowance of one-hundred and fifty dollars ($150) for subsequent, consecutive calendar months of absence, up to a period of one (1) year from the first date of absence. This monthly allowance will be paid at the end of the month to which it applies;
c. when the sales employee is going to be absent from work for a period of one (1) full year he/she may elect to have the monthly allowance paid in a lump sum at the beginning of the period of absence. Should the employee return to work prior to the planned return date, the allowance amounts already received will offset eligible payments detailed in clause 57.4.1. In the event he/she ceases to be an employee of the Corporation during the leave of absence, any allowance amounts paid in the form of a lump sum for the period following the end of employment will be repaid to the Corporation by the employee;
d. notwithstanding clause 57.5 b), the following shall apply:
    - if the employee returns on or before the fifteenth (15th) day of the calendar month, the Corporation will pay the full monthly allowance as set out above for the month in which he/she returns;
    - if the employee returns after the fifteenth (15th) day of the calendar month, the Corporation will pay an allowance of one-hundred and fifty dollars ($150) for the month in which he/she returns.

HOURS OF WORK

58 WORK WEEK AND DAYS OFF

58.1
It is understood that an employee's assignment will determine whether he/she is daily scheduled, weekly scheduled or self- assigned. Employees will be advised of their method of scheduling at the time of the assignment.

58.1.1
Where there is disagreement over whether an employee is daily scheduled, weekly scheduled or self-assigned, such disagreement will be dealt with in accordance with Article 16 (Dispute Resolution and Grievance Procedure).

58.1.2
The Parties recognize that scheduling decisions are based primarily on audience, programming, and operational requirements of a 24/7 operation.

58.1.3
While the scheduling of work is a management right, the Parties recognize that a work/life balance is important to a healthy work environment, and employees and supervisors/managers should maintain an open dialogue about scheduling the work week and days off. Best efforts will be made to resolve concerns.

Daily Scheduled

58.2
If an assignment does not allow flexibility in arranging daily hours, it is recognized that such an assignment will be daily scheduled. Other employees may be daily scheduled at the Corporation's discretion.

58.2.1
The normal hours for daily scheduled employees will be either 7.25 or 7.75 consecutive hours, subject to the classification listing in Article 54

(Classifications and Hourly Rates). Such hours will be scheduled as five (5) days of work in a work week. The hours of work shall be exclusive of meal periods, but inclusive of break periods.

The work week shall commence at 00:01 hours on Monday.

58.2.2
There shall be no split or partial shifts (other than allowed by this Collective Agreement), with the exception of unique existing local practices (e.g. traffic/weather).

58.2.3
Daily scheduled employees will be compensated at their basic hourly rate for work up to 7.75 hours per day. Hours worked in excess of 7.75 will be compensated as per Article 60 (Overtime).

Weekly Scheduled

58.3
If an assignment allows the employee flexibility in arranging hours of work, it is recognized such an assignment may be weekly scheduled. Given the nature of these assignments, daily hours shall not be scheduled.

58.3.1
The normal work week for these employees will be either 36.25 or 38.75 hours per week, subject to the classification listing in Article 54 (Classifications and Hourly Rates), scheduled as five (5) days of work in a work week. Generally these days will be equal in length but may vary at the employee's discretion. The hours of work shall be exclusive of meal periods, but inclusive of break periods.

58.3.2
Weekly scheduled employees undertake, in consultation with their supervisor, to plan their hours of work in order to complete their assignments consistent with economy of operation and quality of work.

58.3.3
Weekly scheduled employees will be compensated at their basic hourly rate for work up to 38.75 hours per week. Hours worked in excess of 38.75 in a work week will be compensated as per Article 60 (Overtime).

The weekly scheduled regime will not be used to avoid paying overtime. Overtime will apply if the employee is required to work outside their planned hours due to events beyond their control. Any overtime must be pre-approved in accordance with Article 60 (Overtime).

58.3.4
Any day of paid leave such as sick leave, holiday, annual leave and time off in lieu shall normally be credited as one-fifth (1/5th) of the regular work week, up to, and to a maximum of, 38.75 hours. Overtime that is already earned will not be negatively affected by authorized paid leave.

58.3.5
The Parties agree that those employees in Transmission Services designated as weekly scheduled employees will meet with their supervisor no later than the Friday prior to the commencement of a normal Monday to Friday work week to discuss the plan for that week.

In the event there is any change to the planned hours of work, such changes will be discussed forty-eight (48) hours in advance. Notwithstanding, it is understood that only CBC Transmission equipment emergencies may result in a change of planned hours including days off with notice prior to the end of the employee's shift the day before. Other situations such as client equipment failures and contractor scheduling will not be considered an emergency for this purpose.

58.3.6
Time worked on a scheduled day off will be compensated as per Article 60 (Overtime).

Days Off – Daily and Weekly Scheduled

58.4
In dealing with 58.2.1 and 58.3.1, it is understood that the five (5) days of work in a work week need not be consecutive and may be separated by days off or statutory holidays.

58.4.1
There shall be a minimum of two (2) consecutive days off. These days off may fall in separate work weeks, i.e. Sunday and Monday. The two (2) days off need not be consecutive when separated by a holiday(s) provided that the employee does not work on the holiday(s).

58.4.2
When an employee is subject to a rotating schedule, the Corporation shall schedule that employee's days off to include both Saturday and Sunday as frequently as possible. Unless otherwise agreed to by such an employee and the Corporation, Saturday and Sunday shall be scheduled as days off at least twelve (12) times a year. In any event, days off for such employees shall include Saturday or Sunday or both at least fifteen (15) times a year including days off scheduled consecutive with or during periods of leave.

58.4.3
Before assigning any employee to unscheduled work on a day(s) off, the Corporation will use best efforts to find an employee who normally performs the required duties who is willing to report to work.

58.4.4
Notice of cancellation of unscheduled work on a day-off or on a holiday (as defined in Article 64 (Holidays) shall be given not later than 17:00 hours of the previous day. If such notice is not given, the employee shall be paid for his/her normal shift at the appropriate rate.

58.4.5
A daily scheduled employee may be scheduled or assigned an extra day(s) off with pay. If he/she is subsequently required to work on the extra day(s) off, the employee will be paid at the basic hourly rate.

58.4.6
Any paid leave such as sick leave, holidays, annual leave and time off in lieu shall be credited for the duration of the leave.

Self-Assigned

58.5
If an assignment allows flexibility in arranging hours, days of work, and days off it is recognized that such an assignment may be self-assigned.

Although there are no set hours for self-assigned employees, the guideline to be used is a normal work week consistent with past practice. Such a guideline does not constitute a guarantee of work.

Whether a person is in this regime will be determined by a discussion between the employee and his/her supervisor who shall evaluate the assignment and determine the scheduling arrangements.

Each self-assigned employee undertakes to arrange his/her hours, days of work and days off in order to complete his/her assignment(s) consistent with economy of operation and quality of work.

Each self-assigned employee shall be required to account for all leave taken.

Self-assigned employees have no claim for unused days off and therefore cannot carry them over from year to year.

58.5.1
All self-assigned employees, given their self-assigned status, will not have any claim to overtime. It is also understood that self- assigned employees have no claim for overtime on work on a day off or work on a statutory holiday.

58.5.2
The following articles will not apply to self-assigned employees:

Article 59	Meal and Break Periods
Article 60	Overtime
Article 62	Compressed Work Week provisions of Alternate Work Arrangements
Article 63	Scheduling/Posting of Schedules
Article 65	Turnaround
Article 66	Callback

Self-Assigned Workload Agreements

58.5.3
Self-assigned employees will have access to workload agreements. Workload will be administered in accordance with the following:

a) The supervisor or delegate will, at minimum, conduct an annual workload review with each employee. The review will consider the nature of the employee's assignment, the organization of staff and facilities, program objectives, the demands on time, and the number of days off likely to be worked.

The workload shall include the employee's expected pattern of work.

Reviews will be confirmed in writing.

b) No employee shall be required to maintain a workload in excess of that defined in (a) above on a regular and continuing basis, without review under this Article.

c) Employees who believe they have a workload issue, which is regular and continuing and in their opinion requires remedial action, shall request a review. The employee and program manager or his/her delegate shall meet to discuss the workload with a view to develop a satisfactory resolution. Such resolution may include:

- alternative organization of staff and facilities;
- changes to the assignment;

- extra compensation;
- other such acceptable alternatives.

If after the meeting the employee is not satisfied, it will be forwarded to the National Joint Committee for further review and final resolution.

Transmission Services

See Article 58.3.5

Time cards

58.7
Time cards should be filed within a reasonable time frame and as soon as possible after the end of the work week. Employees should be given reasonable time to complete their time cards.

59 MEAL AND BREAK PERIODS

59.1
For daily scheduled employees, there shall be an unpaid meal period of not less than thirty (30) and not more than sixty (60) minutes during each shift.

59.1.1
Meal periods will normally be given between two (2) and five (5) hours from the start of the employee's shift.

59.2
Where practicable, meal periods will be included on the posted schedule. In any event, meal periods will be assigned at the start of the shift or shortly thereafter. Meal periods can be displaced for valid operational requirements or unforeseen circumstances.

59.3
The Corporation will provide sufficient paid time in addition to meal periods to an employee on remote assignment when suitable eating facilities are not available or provided on location.

59.4
In shifts of eight (8) hours or more, subsequent meal periods will be assigned and given within the fourth (4th), fifth (5th), or sixth (6th) hour since the last meal should have been completed.

59.4.1
Employees will be entitled to a second and subsequent meal allowance, equal to the lunch per diem, as follows:

For regularly scheduled employees:

(a) When an employee's shift extends to 10 or more continuous hours, exclusive of meal periods, a meal allowance may be claimed, and

(b) Subsequent meal allowances on the same continuous shift may be claimed every four (4) hours thereafter.

For employees on a compressed work week:

(c) When an employee's shift extends 2.25 hours beyond their regular shift, exclusive of meal periods, a meal allowance may be claimed, and

(d) Subsequent meal allowances on the same continuous shift may be claimed every four (4) hours thereafter.

59.4.2
The meal payment provided in 59.4.1 shall not apply when:

- Travelling on a common carrier where the carrier provides a meal;
- An employee on remote assignment is entitled to compensation for meals through traveling;
- Meal is provided (consideration will be given to special dietary needs where it is known in advance).

59.5 Break Periods
Daily scheduled employees shall be entitled, during a shift, to two (2) paid break periods of fifteen (15) minutes each, which may be taken away from their immediate work area.

59.5.1
The first break period will normally be given between the employee's starting time and his/her first meal period, and the second will normally be given between the end of the first meal period and his/her finishing time.

59.5.2
An additional fifteen (15) minute break period will be given within each additional four (4) hours worked.

59.6 Emergency Response
The Corporation must be able to respond to emergency situations and, therefore, personnel in transmitter maintenance may be required to

carry a communication device such as a pager or cellular telephone for the duration of their shift including meal and break periods.

Where a meal period is terminated for such personnel, as a response to an emergency situation, the employee will be compensated at the appropriate overtime rate for such meal periods.

59.7 Part-Time

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

60 OVERTIME

60.1
Daily scheduled employees will be paid overtime at one and one-half times (1½ x) the basic hourly rate for all hours worked in excess of 7.75 hours.

60.1.1
Weekly scheduled employees will be paid overtime at one and one-half times (1½ x) the basic hourly rate for all hours worked beyond 38.75 hours during the course of the work week.

60.1.2
Overtime shall be computed to the end of the last quarter (1/4) hour worked.

60.2
Authorization from an appropriate supervisor is required prior to any overtime being worked.

60.2.1
Authorized absence, with or without pay, during a work day will not be considered time worked for the purpose of calculating overtime.

60.3
Work performed on a scheduled day off shall be compensated at one and one-half times (1 ½ x) the basic hourly rate with a minimum credit of a regular shift.

60.3.1
Work on a second scheduled day off will be compensated at two times (2 x) the basic hourly rate with a minimum credit of a regular shift.

60.4
It is the intention of the Corporation to provide employees with as much advance notice as possible of additional hours being added to a shift.

60.5
The Corporation will, wherever possible, assign overtime opportunities equitably among those qualified and willing to work the overtime within the same department.

60.6
In accordance with the *Canada Labour Code*, an employee will not be compelled to work more than forty-eight (48) hours in a week.

60.7
Management and employees may by mutual agreement use alternatives to overtime such as:

- Prepayment of overtime
- Buy-out of expected overtime

For clarity, pre-payment of expected overtime is only a guess or estimate of expected overtime. If the actual hours worked are greater than the payment given, the difference will be paid to the employee.

Overtime buy-out is where the employee and the manager agree to a complete buy-out of expected overtime. Once agreement has been reached for a buy-out, no other claims for overtime will be made or paid.

61 TIME OFF IN LIEU

61.1
Subject to making intentions known on a time record, an employee may elect to accumulate overtime hours and take in each fiscal year leave in lieu of pay for work performed beyond the scheduled work day, on a scheduled day-off or holiday converted to basic hours.

61.1.1
An employee has the right at any time to request payment for leave payable at the rate it was originally earned.

61.1.2
Such accumulated time may be taken off at times mutually agreeable to the employee and the Corporation.

61.1.3
Lieu time will be earned from June 1st to May 31st of the following year. Lieu time earned during this period must be taken by the end of August. When the employee has not taken the lieu time as described above such lieu time will be paid out in September at the rate it was earned.

61.2
Time off may, by mutual agreement, be added to an employee's annual leave or it may be taken at other times. It is understood annual leave has clear priority over an employee's time off in lieu request.

61.3
The Parties, recognizing that time off in lieu may be difficult to arrange at times, agree that the intent of this Article is to allow members of the bargaining unit to take their "lieu time" as time off instead of being paid. Best efforts must be made to meet this intent and schedule such time off.

61.4
The Corporation shall keep a record of overtime and banked or used time off in lieu. Such a record shall be made available to local officers of the Union upon written request.

62 ALTERNATE WORK ARRANGEMENTS

Alternate Work Arrangements

62.1
The Parties recognize the intent of Alternate Work Arrangements is to improve work-life balance for employees. Alternate Work Arrangements may also be of benefit to the Corporation. The Parties agree employees should have access to a variety of Alternate work Arrangements, however no employee will be obliged to accept such an arrangement (except where there is a compressed work week and a majority of the affected employees have agreed to the compressed work week arrangement).

62.1.1
Requests for Alternate Work Arrangements can be initiated in writing by either the employee or by management. The Corporation will make serious effort to accommodate an employee's request for an Alternate Work Arrangement. Final approval of such arrangements is subject to operational requirements and the Corporation's discretion. An employee whose request is denied will receive the reasons for the denial in writing.

62.1.2
All details of an Alternate Work Arrangement will be committed to in writing and signed by the employee and employer prior to the commencement of the Alternate Work Arrangement. Cancellation of an Alternate Work Arrangement may occur with a minimum of sixty (60) days' written notice from either the employer or the employee (or a majority of the employees where there is a compressed work week schedule for a group of employees) except where otherwise specified in this Article. Cancellation of such arrangements will be subject to operational requirements, however serious efforts will be made to maintain the Alternate Work Arrangement prior to notice of cancellation being provided. The Union must be notified in writing of all Alternate Work Arrangements and any cancellations of such agreements.

62.1.3
It is understood that any Alternate Work Arrangement agreed to by an employee and his/her manager will only be applicable to the employee's assignment at the time the arrangement is approved. Such arrangements are not automatically transferable in the event the employee changes his/her assignment, however a continuation may be discussed.

It is also understood any Alternate Work Arrangement should avoid incurring extra cost or penalties to the Corporation. It is further understood that there shall be no pyramiding of any premiums or benefits to any employee under such an arrangement.

62.1.4
All provisions of the Collective Agreement apply to employees with Alternate Work Arrangements except where otherwise set out in this Article.

62.1.5
Alternate Work Arrangements may include any of the following:

Job Sharing

62.2
Job sharing can occur where there is agreement between the Corporation, the Union and the two full-time employees in the same classification who wish to share a job. Exceptions can be looked at on a case-by-case basis.

62.2.1
It is agreed job sharing occurs where two (2) employees share a full-time position in the employees' workplace, and as such, the shared position will continue to be identified as a full-time position.

62.2.1(a)
The duration of a job sharing arrangement between two full-time employees will be agreed to prior to its implementation. At the

conclusion of the arrangement the employees sharing a job will revert to their full-time status.

62.2.2
The incumbents of a job sharing arrangement will determine how the hours of work will be shared. These hours will be determined and committed to in writing prior to the commencement of the job share arrangement. The combined hours worked must be no fewer or no more than one full-time job and either employee's hours will be no less than fifteen (15) hours per week. (Employees will be required to work the hours necessary to maintain their group benefits identified in articles 78, 80 and 81 and access to the CBC Pension Plan.)

It is understood the work week shall be five (5) days and be divided between the two employees. An employee who works in excess of the workday or work week shall be paid overtime on the basis of a full-time equivalent (e.g. after 7.75 hours per day or 38.75 hours per week) work week.

62.2.3
Where the employer and employee agree to a job share arrangement, compensation, benefits, annual leave and other entitlements will be prorated based on actual hours worked. Pension entitlements will be adjusted in accordance with the terms of the pension plan. The Corporation will continue to pay supplementary health care premiums.

62.2.4
Where there is a holiday, employees who are in a job sharing arrangement will be paid for the holiday based on the ratio of hours worked in a week.

62.2.5
Corporation seniority will continue to accrue. However, for severance pay purposes an employee's length of service will be prorated for actual time worked.

Compressed Work Week

62.3
An individual employee or a group of employees may at any time seek a compressed work week.

62.3.1
Where Management or a group of employees in a work area expresses interest in implementing a compressed work week for a group of employees, a committee of four (4) people will be formed including two (2) employee representatives selected by the Union in the location and two (2) management representatives.

The purpose of this committee is to assess, with input from all affected staff, whether a compressed work week schedule can be drawn up that is acceptable to staff and still meets operational requirements.

62.3.1(a)
The Committee may propose modifying the work week to provide for either a three (3) or four (4) day work week which encompasses the total number of hours of a regular work week. It is understood that such a modified work week cannot be introduced without the approval of the majority of the employees involved, the Corporation and the Union.

62.3.1(b)
When an individual employee requests a compressed work week and there is a perceived negative affect on other employees, the Parties and the employee will discuss the matter in an effort to find a mutually agreeable solution.

62.3.2
A compressed work week schedule shall not reduce the existing number of positions.

62.3.3
When approval of a compressed work week schedule has been granted, it is understood that all work performed beyond the new scheduled

daily shift or in excess of 38.75 hours in a week shall be remunerated at the applicable overtime rates outlined in the Collective Agreement.

62.3.4
All work performed by an employee in a compressed work week arrangement on a scheduled day off shall be paid in accordance with Article 60 (Overtime) of the Collective Agreement. For clarity:

For employees on a four (4) day compressed work week the following will apply:

- Work on the fifth (5th) and sixth (6th) day will be paid at one and one-half times (1 ½ x) the employee's regular rate of pay.
- Work on the seventh (7th) day will be paid at two times (2x) the employee's regular rate.

For employees on a three (3) day compressed work week, the following will apply:

- Work on the fourth (4th) and fifth (5th) day will be paid at one and one-half times (1 ½ x) the employee's regular rate of pay.
- Work on the sixth (6th) and seventh (7th) day will be paid at two times (2x) the employee's regular rate of pay.

62.3.5
Sick leave will be paid in such a fashion that the employee will not receive more pay or fewer credits than what they would receive for working the normal work week as described in the Collective Agreement (i.e. 36.25 or 38.75 hours per week or 7.25 or 7.75 hours per shift, whichever is applicable).

62.3.6
If a person on a compressed work week is absent for the duration of the compressed hours in a week, it is agreed and understood that the replacement may be required to assume the same hours and conditions as the absent employee. However no full-time permanent employee will be forced to do such replacement work.

62.3.7
The application of holidays for employees in a compressed work week

arrangement will be in accordance with Article 64 (Holidays) of the Collective Agreement.

When an employee does not work on a holiday, he/she will be paid at his/her basic rate of pay for his/her normal hours of work for the holiday.

When a holiday falls on an employee's day off, the day off shall be rescheduled to the day immediately before or immediately after the holiday. Alternate day(s) off can be scheduled in separate work weeks when separated by a holiday if no work is scheduled on the holiday.

For clarity and by way of example:

For employees on a four (4) day compressed work week, the following will apply:

- If an employee's days off fall on the Friday, Saturday and Sunday, and Friday is the holiday, the alternate day off can either be Thursday or Monday.

When an employee is required to work on a holiday, the employee shall be paid:

- His/her basic rate of pay for that day, and
- In addition, he/she shall be compensated at one and one-half times (1 1/2 x) the basic hourly rate for all time worked, with a minimum payment of his/her regular daily scheduled hours.

Work at Home

62.4
An employee may work at home either at the request of the employee or the Corporation.

62.4.1
A work at home arrangement may consist of either full-time work at home or a combination of work at home and work in the employee's reporting location.

62.4.2
Where the work at home arrangement is at the Corporation's request, the Corporation shall provide equipment and services necessary for the employee to perform work at home. The employee shall exercise reasonable care in the security of such equipment. The Corporation will be responsible for the insurance of such equipment.

Where the work at home arrangement is at the employee's request, the employee and employer shall meet to determine what equipment and services are available and appropriate for the employee to perform work at home. The employer is not obliged to incur any duplication of costs but may provide equipment and services in accommodating the employee.

62.4.3
Where the Corporation requests a work at home arrangement, the employee will be provided with a monthly allowance to compensate for expenses related to working at home. Such allowance will be reviewed after an initial three (3) month period to ensure it is appropriate.

62.4.4
The Corporation shall provide to the Union a copy of any work at home agreement including the phone number and corporate e-mail address of the employee working at home.

62.4.5
Employees shall be granted travel time with pay to attend Union membership meetings or ratification votes in their location when such activities are scheduled during their shift. This will not result in overtime.

62.4.6
Anytime an employee has reasonable grounds to request an end to the work at home arrangement with less than the minimum sixty (60) day cancellation notice period, the Corporation will make a serious attempt to accommodate such a request, subject to operational requirements. Any work at home arrangement will be reviewed at least once a year.

62.4.7
Any employee with a work at home arrangement will be deemed to be working from the location to which the employee reports.

62.4.8
Employees shall have the right of Union assistance in negotiating the terms and conditions of any work at home agreement.

Reduced Work Week

62.5
Any full-time employee may request to work reduced hours of less than five (5) days per week. A reduced work week is not intended to be a permanent ongoing arrangement. Such arrangement will be reviewed on an annual basis and shall not exceed three (3) years duration in total without agreement of the Parties.

62.5.1
The minimum hours worked under this plan shall be two (2) days or fifteen (15) hours per week.

62.5.1(a)
Consistent with clause 62.1 of this Article the details of the reduced work week arrangement will include considerations to ensure that other employees will not be negatively affected by the arrangement. Where a workload issue develops while an employee is on a reduced work week, Article 44 (Workload) will apply.

62.5.2
Where the Corporation and employee agree to a reduced work week arrangement, compensation, annual leave and other entitlements will be prorated based on actual hours worked.

Employees under this arrangement will have access to CBC benefit plans, prorated where applicable and subject to any restrictions contained in the various benefit plans. Pension entitlement will be adjusted in accordance with the pension plan.

Seniority will accrue pro-rata based on the number of regularly scheduled hours of work, converted to equivalent full-time.

62.5.3
Overtime will be applicable on the basis of a full-time equivalent (e.g. after 7.75 hours per day or 38.75 hours per week) or otherwise mutually agreed to.

62.5.4
For the duration of a reduced work week arrangement the employee will be deemed to be a full-time employee and will have the right to return to full-time hours with a minimum notice of sixty (60) days.

62.5.5
If ongoing part-time work is available and there is mutual agreement to do so, the full-time employee may convert to a regular part-time employee with the understanding that if the full- time position is to be filled on a permanent basis, it shall be done through the posting provisions of the Collective Agreement.

Other Alternate Work Arrangements

62.6
The Parties may by mutual agreement enter into other alternate work arrangements where it is agreed that such arrangements benefit both the employee and the Corporation.

SCHEDULING

63 SCHEDULING/POSTING OF SCHEDULES

63.1
Schedules shall be posted not less than ten (10) days in advance; i.e. - schedules for a given week will be posted not later than the Friday ten (10) days prior. For daily scheduled employees, schedules will include days off and working hours. Schedules for weekly-assigned employees will include days off only.

Scheduling of meal periods and breaks will be done in accordance with Article 59 (Meal and Break Periods).

63.1.1
The Corporation will make best efforts to minimize the number of different start times in any given work week for an employee.

63.1.2
A copy of the schedule must be posted in a location convenient to employees. In the event the Corporation implements an entirely electronic scheduling system it will ensure all employees have access to the system in the workplace.

63.2
In emergency or unexpected situations employees may be required to work hours in addition to those on the posted schedule. Such hours will be compensated as per Article 60 (Overtime).

63.3
Changes of posted schedules, including days off, may be made prior to the end of the employee's shift the day before, for the following reasons:

a) Authorized union activity,
b) Illness or release of an employee or other reasons affecting an employee requiring special leave,
c) Emergencies or unexpected events of major political, economic, or social importance of which the Corporation

had not or could not be expected to have prior knowledge, (e.g. - death of a politician or a celebrity, inclement weather, a disaster or a sudden national or world crisis or national/international sports playoffs).

63.4
Changes of posted schedules, except days off, may be made prior to the end of the employee's shift the day before, for employees assigned to mobiles, major remotes, out-of-town assignments, and Scripted/Studio & Non-Scripted productions.

63.4.1
If notice is not given as per 63.4, the employee affected shall be credited with all hours originally scheduled plus any additional hours worked.

63.5
From time to time, changes to posted schedules, except days off, may also be made seventy-two (72) hour prior to the start of an employee's scheduled start of shift.

63.6
From time to time, other changes, including days off, can be made by mutual agreement between the employee and management.

63.7
Cancellation of scheduled or assigned work on a day off must be made no later than the end of the shift the day before.

63.8
The Corporation shall notify an employee of any change to his/her schedule made after the schedule is posted. For schedule changes made under 63.5, the amended schedule will constitute notice unless an employee is given verbal notice.

63.9
Prior to going on a leave of five (5) days or more, an employee shall be advised of the time he/she is to report back to work.

63.10
It is the responsibility of the employee to report to the supervisor in charge of scheduling as early as possible when the employee is going to be absent. It is the intent that this advice shall be given to the supervisor at least one (1) hour in advance of the scheduled starting time.

64 HOLIDAYS

64.1
The following shall be paid holidays:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
The first Monday in August or any Civic holiday where declared
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

plus such other holidays duly proclaimed by Federal or Provincial or Municipal authority as a public holiday in the area in which the employee's place of employment is located.

Employees in PEI shall receive a paid holiday on the first Monday in August until such time as the Provincial or Municipal authority declares a public holiday for PEI.

64.2
When Christmas Day, New Year's Day, or Canada Day falls on a Sunday and another day is declared as the public holiday by Federal or Provincial authority the Sunday or the day immediately following shall be observed as the holiday, but not both.

64.3
In addition, any other holiday declared by the Corporation and granted to staff not covered by this Collective Agreement as a whole, either locally or nationally, shall also be given to employees covered by this Collective Agreement in the location(s) affected.

64.4
When an employee does not work on a holiday, he/she will be paid at his/her basic rate of pay for his/her normal hours of work for the holiday.

64.5
When a holiday as identified above falls on an employee's day off, the day off shall be rescheduled to the day immediately before or immediately after the holiday. Alternate day(s) off can be scheduled in separate work weeks when separated by a holiday if no work is scheduled on the holiday. By way of example:

- If an employee's days off fall on the Saturday and Sunday, and Saturday is the holiday, the alternate day off can either be Friday or Monday.
- If Christmas and Boxing Day fall on a Saturday and Sunday respectively, alternate days off can be scheduled on either:
    - Thursday/Friday;
    - Friday/Monday; or
    - Monday/Tuesday

64.6
When a designated holiday occurs during a leave with pay (e.g. annual leave), that day will count as a holiday and not as a day of leave.

64.7
When an employee works on a holiday, the employee shall be paid:

- His/her basic rate of pay for that day, and
- In addition, he/she shall be compensated at one and one-half times (1 ½ x) the basic hourly rate for all time worked, with a minimum payment of his/her regular daily scheduled hours. Work performed after twelve (12) hours on a holiday shall be compensated at an additional one-half time (1/2 x). Such payment for a holiday worked may be taken as pay or time-off-in-lieu, or
- Upon request and with approval from the Corporation, an employee may be granted a holiday with pay at a time

convenient to the employee and the Corporation, provided the employee works his/her regular daily scheduled hours;

When an employee has not been granted all of his/her lieu days requested by him/her, such lieu days shall be paid out in accordance with Article 61 (Time Off in Lieu).

64.8
If a shift begins on the eve of a holiday or finishes on the day after a holiday, and where the employee works three (3) hours or more of the shift on the holiday, all hours worked will be deemed to have been worked on the holiday.

64.8.1
If three (3) hours or more of the shift do not fall on the holiday, the shift shall not be considered as work performed on a holiday.

64.9
Entitlement to holiday pay shall be contingent upon the fact that on the day prior to and the day following the holiday the employee must be:

- Working;
- On a day off;
- Assigned a holiday off;
- On authorized leave with pay; or
- On release from duty (including union release)

Notwithstanding 64.7, to be entitled to holiday pay, an employee who has worked in the work week concerned may be on authorized absence without pay on the working day following the holiday or on the working day prior to the holiday, but not both.

64.10
Where eligible, a temporary employee hired on a regular basis for a period of less than three (3) consecutive months or on an occasional basis shall be entitled to holiday pay for a general holiday on which they do not work calculated on the basis of one-twentieth (1/20th) of the

wages earned during the thirty (30) calendar days immediately preceding the general holidays.

64.11
The Corporation will notify before December 1st the employees who may be required to work on Christmas Eve, Christmas Day or New Year's Eve, New Year's Day. The wishes of the employees regarding the scheduling for those holidays will be taken into consideration.

64.12
Any period of time-off allowed by the Corporation:

- for employee participation in organized recreational activities;
- because of inclement weather, and
- for any other reasons

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

64.13
It is recognized that an employee may require different religious observances. That employee, with at least six (6) weeks written notice to management, can substitute a holiday, as identified in 64.1 of this Article, on a day for day basis for their religious observance. This is on the proviso that work is available on the day chosen for substitution. The employer will not be forced to create work or open its premises if it is not feasible to do so.

65 TURNAROUND

65.1
Turnaround is defined as the period of time between the end of the last hour worked at the basic hourly rate of a shift, to the beginning of the first hour worked at the basic hourly rate, of the next shift. Turnaround excludes any scheduled or unscheduled overtime.

65.2
The Corporation agrees to provide a twelve (12) hour turnaround between shifts on consecutive working days, except it is recognized that in unusual cases the twelve (12) hour turnaround may not be possible. In such cases, where the hours worked at the basic hourly rate encroach on the turnaround period outlined above, employees will be compensated at an additional one-half time (1/2 x) the basic hourly rate for all such hours.

65.3
When encroachment occurs, best efforts will be made to provide the greatest possible time between shifts.

65.4
It is agreed that turnaround provisions outlined in this Article do not apply in situations where any combination of four or more days off, statutory holidays, annual leave or any type of leave separate the working shifts.

66 CALLBACK

66.1
Callback occurs when a scheduled employee, after leaving work, is required to report back to work to perform duties which are expected to be completed before the commencement of the employee's next scheduled shift.

66.1.1
Callback cannot be scheduled.

66.1.2
Callback does not apply to schedule changes.

66.1.3
Callback does not apply:

a. To work on a day off.
b. When an employee is required to attend a meeting on a regular day off.
c. When an employee is required to attend a meeting before or after their shift.

In such cases, Article (60) Overtime will apply.

66.2
An employee called back to work shall be paid for actual time worked, at one and one-half times (1½ x) the basic hourly rate, for a minimum of three (3) hours. Time worked shall be calculated from the time of the call.

66.3
Employees receiving telephone calls at home from a supervisor or a person delegated by a supervisor, concerning urgent operational matters where he/she is required to work at home shall be compensated with one (1) hour's pay at the basic hourly rate.

66.3.1
Additional calls received within the paid one (1) hour period will not attract additional payment.

66.3.2
Where the employee is required to work at home in excess of one (1) hour clause 66.2 above will apply.

66.3.3
This clause will not apply to telephone calls concerning scheduling, general inquiries and exchange of information.

66.4
Cancellation of callback before the employee actually reports for duty shall be compensated with one (1) hour's pay at the basic hourly rate.

67 SHIFT DIFFERENTIAL

67.1
For scheduled employees, all work performed between midnight and 7:00 a.m. shall be compensated at fifteen percent (15%) of the basic hourly rate in addition to regular salary. This additional payment applies only to the time worked between midnight and 7:00 a.m.

67.2
The minimum differential payment under this Article shall be seven dollars ($ 7.00).

LEAVE

68 ANNUAL LEAVE

See Appendix E for Purchased Leave Plan

Annual Leave Credits

68.1
Leave with pay shall be granted to an employee for the purpose of vacation 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 (i.e. three (3) calendar weeks).

68.1.1
a) An employee who has completed eight (8) years of service shall be granted four (4) weeks of annual leave;
b) An employee who has completed eighteen (18) years of service shall be granted five (5) weeks of annual leave.
c) An employee who has completed twenty-five (25) years of service shall be granted six (6) weeks of annual leave.

68.2
An employee shall accumulate annual leave credits proportionate to the number of completed calendar months of service in a fiscal year. An employee must work a minimum of ten (10) working days in the calendar month in order to be entitled to full leave credits for that month.

68.2.1
Leave accumulated in one (1) fiscal year will be granted to an employee in the following fiscal year, except as provided herein.

68.3
Upon separation from staff an employee will receive a cash payment equivalent to salary for unused annual leave credits. Such payment will be calculated at the rate the annual leave was earned but not taken.

68.4
Employees who are currently earning or receiving annual leave entitlements greater than the entitlements outlined in this Article, shall continue to receive the same extra entitlement(s). However, it is understood that no further entitlements will be given until eligibility is achieved which places the employee on the schedule of entitlement(s) in accordance with the Collective Agreement requirements. This clause will cease to exist at the expiration of this Collective Agreement unless otherwise agreed to.

Scheduling Annual Leave

68.5
Vacations shall be arranged according to Corporation seniority with vacations to be taken, operational requirements permitting, at any time chosen by the employee, within the fiscal year, except that the employee shall not be compelled to take holidays outside the period between May 15th to October 31st. Employees taking their vacation between May 15th and October 31st shall indicate their preference prior to April 1st and vacation schedules shall be posted not later than April 30th. Employees taking their vacation after October 31st shall indicate their preference not later than October 1st and vacation schedules shall be posted not later than October 31st. Failure to indicate the employee's choice of vacation period within the set time limits may result in the employee's loss of vacation preference based on seniority.

68.5.1
It is further understood that the Corporation reserves the right to schedule or assign employees any outstanding annual vacation accruals. However before exercising this right the Corporation will meet with the employee to discuss the assignment or scheduling of accrued annual leave. Every effort will be made to schedule such leave in a manner that is satisfactory to both parties.

68.6
The Corporation and the employee may agree to carry annual leave credits into the next fiscal year.

68.7
In the event an employee selects more than one (1) set of vacation dates within the same period, the exercise of seniority rights shall apply to only one (1) set, and this set must be designated at the time of indication.

Annual Leave – Other Credits

68.8
An employee, whose vacation time includes a holiday, shall receive a credit of a day added to the vacation period or a day off apart from the vacation period as mutually agreed. The employee's days off shall be scheduled to coincide with the vacation in the weeks preceding and following the vacation period whenever possible.

68.9
While on annual leave, if an employee's leave is interrupted for a period of five (5) consecutive calendar days or more through serious illness or injury which involves treatment at a hospital or medical clinic, the period of annual leave so displaced shall be charged against the employee's special leave or sick leave credits or Short Term Disability leave as appropriate when medical evidence satisfactory to the Corporation is provided. By mutual agreement between the employee and the Corporation, the annual leave so displaced may be added to the end of his/her scheduled leave period or rescheduled to a later mutually agreeable date.

68.10
When a CBC North employee proceeds on leave with pay, other than special leave, and the period of time required for the journey to and from the isolated location is prolonged by transportation delays beyond the employee's control, travel time not exceeding five (5) days will be allowed in respect to any one period of absence. Notwithstanding the above, an extension of this period shall be allowed in special circumstances. In addition to the continuation of salary during this period, allowances will also be continued. This travel time will not be

charged against the employee's leave credits, although for the purpose of payment of salary and allowances, it shall be regarded as leave.

68.11
When a CBC North employee proceeds on either annual or sick leave, the employee will be allowed leave in an amount which is the lesser of three (3) days or the actual time required to travel from the isolated post to the nearest point of departure and return from the nearest point of departure to the isolated post.

68.12
Travel leave may be granted to points other than the nearest point of departure for CBC North employees except where such employees are authorized to proceed on annual leave more than once in a fiscal year, the amount of travel leave which may be granted shall not exceed the maximum referred to above. This travel time will not be charged against the employee's leave credits, although for the purpose of payment of salary and allowance, it shall be regarded as leave.

69 PARENTAL LEAVE

69.1
Upon the birth or legal adoption of a child, all CBC employees who have completed at least six (6) consecutive months of continuous employment will be granted leave of absence, to a maximum of fifty-two (52) weeks, in accordance with the following provisions:

Maternity Leave

69.2
Expectant mothers with at least twelve (12) consecutive months of continuous service who qualify for Employment Insurance (EI) Benefits or for Québec Parental Insurance Plan (QPIP) Benefits will receive Supplemental Employment Benefits (SUB plan) for a period of seventeen (17) weeks.

69.2.1
Expectant mothers with at least twelve (12) consecutive months of continuous employment who do not qualify for Employment Insurance (EI) Benefits or for Québec Parental Insurance Plan (QPIP) Benefits will receive:

a) two (2) weeks at full pay;
b) up to fifteen (15) weeks of Maternity Leave (Without SUB Plan)

Co-Parent Leave

69.3
The male or female non child-bearing parent recognized by the appropriate authorities as a parent of the child at birth with at least twelve (12) consecutive months of continuous employment who qualify for Employment Insurance Benefits or for Québec Parental Insurance Plan (QPIP) Benefits will receive Supplemental Employment Benefits for a period of twelve (12) weeks, as of the birth of the child.

Adoption Leave

69.4
An adoptive parent with at least twelve (12) consecutive months of continuous employment who qualifies for Employment Insurance (EI) Benefits or for Québec Parental Insurance Plan (QPIP) Benefits will receive Supplemental Employment Benefits for a period of twelve (12) weeks, when the child first arrives home, plus up to five (5) weeks of leave without the SUB plan. Regular CBC paid benefits continue during these five (5) weeks. This period also counts for seniority and annual leave credits.

Child Care Leave

69.5
In addition to the above leave provisions, parents with at least six (6) consecutive months of continuous employment are eligible for up to thirty-five (35) weeks of leave for child care purposes. This may be taken at any time within the fifty-two (52) weeks after the child is born or comes into the parent's care and custody. Where both parents are CBC employees, both are eligible for 52 weeks of leave within the 52 weeks after the child is born or comes into the parent's actual care and custody.

Absence Without Pay

69.6
Employees with at least six (6) consecutive months of continuous employment who are granted Maternity, Paternity or Adoption Leave are eligible for a maximum of fifty-two (52) weeks of absence from work for child care purposes. The total of Maternity, Paternity, or Adoption Leave plus Child Care Leave plus Absence Without Pay after Child Care Leave must not exceed 52 weeks.

Parental Three-Day Leave

69.7
Co-parents (that is, the parent who is not taking Maternity, Paternity or Adoption Leave), with at least twelve (12) consecutive months of continuous employment, will be granted three (3) days Parental Leave with pay, for the birth or adoption of a child.

Leave of Absence

69.8
Subject to eligibility, an employee's leave of absence, with or without special monetary benefits, may comprise:

- for the *expectant mother*: Maternity Leave, Child Care Leave
- for the *biological father*: Paternity Leave, Child Care Leave, and Absence Without Pay;
- for the *adoptive parent taking Adoption Leave*: Adoption Leave, Child Care Leave;
- for the *co-parent* who is taking a child into his/her home: Parental Three-Day Leave, Child Care Leave, and Absence Without Pay.

Benefits

69.9 Pension Plan
For employees who qualify for Employment Insurance (EI) benefits or for Québec Parental Insurance Plan (QPIP) Benefits and have twelve (12) months of continuous employment, the period of Adoption, Paternity or Maternity Leave will count as pensionable service under the provisions of the Corporation's pension plan but no contributions to the plan will be required from the employee. (The Corporation will continue to pay its share of the plan).

For those with twelve (12) months of continuous employment who do not qualify for Employment Insurance (EI) Benefits for Québec Parental Insurance Plan (QPIP) Benefits, normal pension contributions from the employee will be required for the first two (2) weeks with pay,

but will not be required for the following fifteen (15) weeks. (The Corporation will continue to pay its share of the plan).

Employees with more than six (6) but less than twelve (12) months of continuous employment may choose to continue pensionable service if they maintain their share of contributions during Maternity, Paternity, Adoption and Child Care Leave.

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

Employees who continue on Absence Without Pay, defined under 69.6, beyond Paternity and Child Care Leave may choose to continue pensionable service if they pay both the employer and employee shares of the pension contributions and only if the employee returns to work. The commitment to pay both shares must be made prior to beginning Child Care Leave.

69.9.1 Supplemental Employment Benefits Plan (SUB Plan)
The Corporation's Supplemental Employment Benefits plan is dependent on the employee's receiving Employment Insurance (EI) Benefits or Québec Parental Insurance Plan (QPIP) Benefits. As a result, the fifteen (15) weeks of Maternity, or ten (10) weeks of Paternity or Adoption SUB payments cannot start until Employment Insurance or Québec Parental Insurance Plan (QPIP) Benefits begin. The two (2) weeks of SUB payments at ninety-three per cent (93%)* of salary will be paid for the two (2) weeks immediately preceding the fifteen (15), or ten (10) weeks, which are paid at eighty percent (80%) of the employee's weekly salary.

*The two weeks at a full 93% assume that the 2-week waiting period has not already been satisfied by the other parent. If the 2-week waiting period has already been satisfied by the other parent, then it is two (2) weeks SUB plan of an amount equalling the difference between normal EI Parental Benefits and 93% of the employee's salary. The CBC will require proof of E.I. Benefits. Since there is no waiting period for QPIP benefits, it is two (2) weeks SUB plan of an amount

equalling the difference between QPIP Benefits and 93% of the employee's salary.

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

Note: Employment Insurance benefits cannot be applied until ten (10) weeks before the expected birth week and there is a two (2) week waiting period. Québec Parental Insurance Plan (QPIP) Benefits cannot be applied until sixteen (16) weeks before the expected birth week.

69.9.2 Other Benefits

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

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

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

69.10 Break In Service

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

69.11 Annual Leave

Annual leave credits will accumulate for the period of Maternity, Paternity and Adoption Leave, provided that, at the end of the authorized leave of absence, the employee returns to active work for ten (10) working days within a calendar month. Annual leave credits and Parental Three-Day Leave may not be used for this ten (10) day qualifying period. (Annual Leave credits do not accumulate during Child Care Leave or Absence Without Pay after Child Care Leave.)

69.12 Severance Pay

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

69.13 Leave Requests

Requests for Maternity and Paternity Leave are to be submitted in writing accompanied by a medical certificate, at least four (4) weeks before the starting date (unless there is valid reason why such notice cannot be given). Leave of absence may commence at any time up to the anticipated date of birth, however, Employment Insurance maternity benefits and therefore SUB plan benefits cannot be applied for until ten (10) weeks before the expected birth week and there is a two (2) week waiting period except in Québec where Québec Parental Insurance Plan (QPIP) Benefits can be applied for sixteen (16) weeks before the expected birth week. Paternity leave benefits are payable at the time of the birth of the child. Adoption leave benefits are payable when the child comes into the employee's care and custody.

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

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

Requests for leave should indicate the intended length of absence.

69.13.1
Upon request, the Corporation will inform each employee on leave of employment, of promotion and training opportunities in his/her location.

69.14 Returning to Work
The employee must give a minimum of two (2) weeks, but preferably four (4) weeks written notice prior to returning to work. An employee taking leave will be returned to his/her former position, except that, if a valid reason exists for not being returned to the former position, the employee will be assigned to another comparable position in the same location, with the same wages and benefits, and appropriate to his/her skills and abilities.

69.14.1
The employee's supervisor will ensure adequate time for training for technological or operational change (if applicable) is provided after the employee returns to work.

69.15
An employee who is unable to return to work due to a disability or illness will receive the benefits provided in Article 80 (STD/LTD), providing the employee has kept up his/her coverage.

69.16
If an employee fails to return to work at the conclusion of the leave of absence that was requested and granted, he/she will be separated from staff on the last date of his/her authorized absence.

69.17
An employee may request to change the duration of his/her Child Care Leave (within the maximum period allowed), upon four (4) weeks advance written notice to the Corporation.

69.18
There shall be no pyramiding or double payment of CBC monies or benefits related to the application of this Article.

70 DEFERRED SALARY LEAVE

70.1
The Deferred Salary Leave program is designed to allow employees to finance a future leave of absence for educational, recreational or other purposes.

70.1.1
To be eligible, an employee must have completed a minimum of two (2) years service as a regular employee effective January 1st of the first year of participation in the plan.

70.1.2
Under the Deferred Salary Leave Plan (DSLP), employees may defer receiving a portion of their gross biweekly salary for not less than two (2) years and up to five (5) years. This deferred portion will then be paid over the period of the leave of absence. The major advantage to employees participating in the DSLP is that the deferred portion of their salary is not taxed until it is paid out.

70.1.3
As with any other government-regulated program, there are rules regarding participation, deferral of salary and the actual leave of absence. Only employees whose applications have been approved by the Corporation can participate in the DSLP. Any investment income earned on the deferred portion of salary must be paid out each year as taxable income to the participant. The date of the leave of absence must be selected in advance, must be for a minimum of six (6) consecutive months to a maximum of twelve (12) months. As per the Income Tax Regulations ("Regulations"), the DSLP must provide that the employee is to return to employment with the Corporation after the leave for a period at least equal to the period of the leave of absence.

70.1.4
Applications to commence participation in the plan must be received three (3) months prior to the commencement of the deferral period. Employees interested in participating in the DSLP should contact Human Resources to obtain applications and further information.

70.1.5
The employee will be considered to be on absence without pay for the period of leave taken.

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

70.2.1
The Plan is an employee benefit plan within the meaning of the definition thereof in subsection 248(1) of the *Income Tax Act* (the "Act") and the broad guidelines under which such a Plan may operate are contained in the Act and the Regulations.

70.2.2
The objective of the Plan is to provide the opportunity for all regular employees to plan a leave for educational, recreational or any other personal purpose and to save for what will in effect be an unpaid leave using before tax dollars over a maximum period of five (5) years.

Monies received from the Trustee while on Deferred Salary Leave represent taxable income and a T4 will be issued for the period [six (6) months to one (1) year] in which payments are received.

70.2.3
The Corporation recognizes the value of renewal, upgrading and the freedom of choice in offering the Plan.

70.2.4
While on leave, employees must not work or receive any remuneration from the Corporation.

70.3 Overview
An eligible employee will apply through his/her Manager for permission to take a leave to be completed not later than six (6)

calendar years from start of participation in the Plan. This application must be approved by the Vice-President of the Component. The employee will identify the duration of the leave and the amount of salary to be saved (before tax) in the Plan, over a maximum period of five (5) years.

70.3.1
The Trustee will cause appropriate investments to be made over the period in which the employee is saving for the leave. Interest income from the investments will be paid by the Trustee to the employee on an annual basis. (This interest income cannot be accrued and is taxable income for the year in which it is received.)

70.3.2
The employee will go on an unpaid leave subject to conditions contained in the Plan and the Collective Agreement and will receive the total amount of his/her investment from the Trustee without the Corporation's further involvement. Under the Regulations, the DSLP must provide that the employee is to return to the CBC after the leave for a period at least equal to the leave.

70.4 Eligibility
The Deferred Salary Leave Plan is available to employees with a minimum of two (2) complete years of service as a regular employee as of January 1st of the first year of participation in the Plan.

70.4.1
A regular employee on temporary assignment outside of the bargaining unit can still participate in this plan.

70.4.2
An employee promoted or transferred into a position in the bargaining unit and who meets all other eligibility requirements may apply to the Plan.

70.4.3
Should a temporary assignment into the bargaining unit be confirmed,

the employee may use the portion of temporary assignment towards his/her eligibility to the Plan.

70.4.4
An employee may re-enroll in the Plan in the year following a twelve (12) month period after the return from a leave under this Plan.

70.5 Application to Participate in the Plan
An employee must apply at least three (3) months prior to the commencement of the deferral period.

70.5.1
Participation in the Plan will always begin on January 1st of any year.

70.5.2
Subject to compliance with the Regulations, the provisions of the Plan, and operational requirements, the Corporation will endeavour to grant the application. Only in cases of rare operational difficulty will an application not be granted. Such cases would include a proposed leave coinciding with a unique need for the employee to be present at the Corporation or where an unreasonable number of simultaneous leaves in the same department are proposed. Such a situation would result in discussion with the employee(s) to resolve the matter. (See also Postponement of Leave.)

70.5.3
Application will be made on the standard application form and must include the precise dates of the proposed leave. An Officer of the recognized Trustee will sign the application form. The application forms are available in Human Resources.

70.6 Duration of Leave
A leave must be of a minimum six (6) months and maximum twelve (12) months duration and must be completed by December 31 of the seventh year of enrolment in the Plan. Otherwise, the balance of the investment will be paid out by the Trustee on that date and will require to be accounted for as income by the employee.

70.7 Postponement of Leave

A one-time postponement of the planned leave is permitted and may be requested by the employee or by the Corporation in exceptional circumstances and will not be unreasonably refused by the other party. Such requests to delay the period of planned leave cannot however, be accommodated where they would result in a salary deferral beyond the maximum six (6) year limit. This postponement requires supplementary approval by the Vice- President of the Component.

70.8 Acceleration of Leave

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

70.9 Resignations or Withdrawal From the Plan

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

- Death of the employee
- Employee ceases to be employed by the Corporation
- Voluntary resignation
- Transfer or promotion into a position outside of the bargaining unit
- Demonstrated financial or other hardship.

70.9.1

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

70.10 Savings Plan

The savings plan will not be less than two (2) years and will not normally extend beyond December 31 in the fifth year of enrolment in the Plan, unless a one-time interruption of savings, [to a maximum of one (1) year] is requested by the employee. A percentage to be applied to each year, not to exceed 33 1/3%, will be identified on the

application and the aggregate of percentages will not exceed 100% in any case.

70.10.1
Assisted or unassisted leaves available to employees under the Collective Agreement will not constitute interruption of employment as far as the Plan is concerned, but may have an affect on a savings plan.

70.10.2
Changes to savings plans (i.e. extension, increase) will only be enacted on January 1st of each year and must be requested by the employee, in writing, by December 1st of the preceding year.

70.11 Plan Interruption
For any reason, an employee may request, in writing, that the savings plan be interrupted for a maximum period of one (1) year. However, such action may limit the right to defer the leave. These requests to delay the period of planned leave, cannot however, be accommodated where they would result in a salary deferral beyond the maximum six (6) year limit. This postponement requires supplementary approval by the Vice-President of the Component.

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

70.12.1
Seniority Status - Seniority continues to accrue (prorated basis for regular part-time employees). During the period of absence service will not count for severance pay purposes.

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

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

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

Lump Sum Payments will not be issued while an employee is on the period of leave. Payments made intermittently to recognize specific programs will be prorated to discount the portion of the period of leave and will only be issued upon return to work.

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

Retirement Leave – Since the employee must return to work following the period of leave taken under the Plan, leave granted cannot be used just prior to retirement.

70.13 EI/CPP Contributions

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

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

70.14 Benefits

The level of coverage for all employee benefits is the employee's deemed basic salary at one hundred percent (100%); i.e. the salary to which the employee would be entitled if the portion of salary was not deferred. Deductions for benefits are based on earnings before allowance for contributions to the DSLP.

The employee's participation in benefit plans continues during the period of deferral at a rate which considers the employee's full basic salary.

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

If the employee decides not to pre-pay benefit costs for the benefit package, he/she will be required, upon return, to re-apply for any optional benefit coverage which requires evidence of insurability. This includes Optional Life insurance (2x and 3x) and Reducing Term Insurance. Although Long Term Disability coverage re-commences immediately upon return, the employee might not be entitled to LTD benefits during the first twelve (12) months of plan coverage after his/her return, if the employee was treated or hospitalized for the same condition during the six (6) months before coverage began.

70.15 Pension Deductions During Savings Period

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

70.15.1

Please note that maximum RRSP contribution must be based on the net earnings figures reported on a member's T4 and not on the gross

figure before allowance for contributions to the Deferred Salary Leave Plan (MacKichan, Investors Group, December, 1989).

70.16 Pension Contributions for the Leave Period
Employees shall be permitted to make up contributions for the period of the leave (both employee and employer shares). To be eligible employees must return to work for a period of contributory service equal to the length of leave. If approved, the employee can pay both the employee and employer contributions as outlined in the CBC Pension Plan.

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

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

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

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

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

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

70.21.1
On an annual basis, interest will be paid to the employee on his/her accumulated investment. Such interest will require to be accounted for by the employee as income in the year of receipt.

70.21.2
A Form TS will be issued to each employee at the end of each year detailing interest earned on his/her investment.

70.21.3
The Trustee will make periodic reports, and an annual summary, to each employee detailing the principal amount accrued in the Plan including any interest not yet paid out.

70.21.4
During a participant's leave, the Trustee will cause the accumulated principal amount plus any interest not previously paid out to be remitted to the participant in a form and frequency to be agreed between the two parties. A Form T4 will be issued to each employee at the end of each calendar year in which a leave is taken.

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

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

References:
Collective Agreement
CBC Pension Plan
Benefit (Terms of reference and contracts)
Income Tax Act and Regulations
Other related legislation (CPP, EI, etc.)

71 LEAVE WITH/WITHOUT PAY

71.1
The employer will attempt to meet the needs of an employee in accommodating his/her request for absence with/without pay.

71.2
Employees must request a leave of absence in writing as far in advance as possible, no less than four (4) weeks prior to the requested commencement of the leave. When an employee requests six (6) months or more of leave, the employee must submit the request no less than eight (8) weeks prior. Exceptions may be made in cases of personal emergencies.

71.3
The Corporation shall review the request in light of operational requirements, reason(s) for the leave and whether such a leave is related to the employee's position or career within the Corporation. If the granting of such a leave involves an additional cost to the Corporation, a clear benefit to the Corporation must be demonstrated.

71.4
The Corporation shall provide the employee with a written answer within fourteen (14) calendar days of the employee's written request (or as soon as possible thereafter should the fourteen (14) day time limit not be met). If the leave is denied, written reasons shall be provided.

71.5
When an employee is granted leave without pay, continuity of service for the purposes of seniority shall be considered unbroken for a maximum period of up to one (1) year, upon the employee's return to work.

However, the period of such leave will not count as service for the purpose of calculating severance pay or for pension purposes. Benefits can be maintained for a maximum of one (1) year by prepaying all premiums to cover the period.

71.6
Leave of absence with pay may be granted at the discretion of the Corporation.

71.7
Requests for leave with/without pay will be subject to operational requirements and will not be unreasonably denied.

71.8
See Appendix X – Leave Without Pay Principles for applicable statement of principles relating to leave without pay.

COMPASSIONATE CARE LEAVE

71.9
Employees may be entitled to compassionate care leave in accordance with applicable legislation.

72 SPECIAL LEAVE

72.1
Special leave is designed to assist an employee in coping with personal matters or unforeseen emergencies that affect the employee or the employee's immediate family such as illness in the immediate family, moving, marriage, divorce on the day of court appearance.

72.2
Such special leave will not be unreasonably withheld. When denied, the reason for withholding shall be given to the employee if requested in writing.

72.3
Where an employee requests an extension of such leave, the employee shall discuss the request with his/her supervisor. A serious attempt will be made to accommodate such a request subject to operational requirements. If such a request cannot be met, the supervisor and the employee will canvass other alternatives i.e. annual leave or leave of absence without pay.

72.4
Once special leave has been granted the denial of additional leave will not be subject to the grievance procedure.

See Appendix N for Special Leave Statement of Principles, Special Leave Guidelines, Special Leave Arbitration Process and Special Leave Form.

73 BEREAVEMENT LEAVE

73.1
An employee shall be entitled to bereavement leave of up to five (5) consecutive days immediately following the day of the death of his/her spouse, common-law spouse, same sex partner, son or daughter (including stepchildren).

73.2
An employee shall be entitled to bereavement leave of up to three (3) consecutive days immediately following the day of death of the employee's:

- Mother, father (including step parents), the spouse or common-law spouse of his/her mother or father
- Brother, sister (including step siblings)
- Mother-in-law, father-in-law, the spouse or common-law spouse of his/her mother-in-law or father-in-law
- The father or mother of the employee's common-law spouse or same-sex partner
- Grandparents / grandchildren
- Dependant or other relative residing in the same permanent residence

73.3
If any or all of the five (5) or three (3) days (as described above) coincides with a normal working day, he/she is entitled to a normal day's pay for such days. The intent is to provide employees with consecutive days off without loss of income.

73.4
An employee shall be entitled to an additional one (1) day of leave in circumstances where the funeral service is held outside of the five (5) days or three (3) days of leave provided for in Article 73.1 and 73.2.

73.5
Travel time in addition to the five (5) or three (3) days may also be

allowed depending on the specific circumstances. Such travel time will not be unreasonably denied.

73.6
At the request of the employee and at the discretion of management, special circumstances related to the bereavement can be reviewed on a case-by-case basis.

74 JURY DUTY

74.1
An employee required to serve as a juror shall receive regular salary for such period.

74.2
When an employee is subpoenaed as a witness the employee shall receive regular salary for that period.

74.3
In both instances, payment is subject to the employee providing satisfactory proof of attendance such as providing a copy of the summons, subpoena or jury notice.

75 LEAVE FOR MILITARY SERVICE

75.1
A leave of absence without pay shall be granted to employees upon request for reserve service training in the Canadian Armed forces, whenever operational requirements permit. Such requests should be made in writing at least thirty (30) days in advance.

75.2
A leave of absence without pay shall also be granted to employees for military service upon request:

a. In the event of domestic or international operations, whenever operational requirements permit; or
b. In a state of war in accordance with any applicable legislation.

75.3
When leaves of absence without pay are granted for military service, seniority shall continue and not be interrupted.

75.4
CBC will provide accommodation to any disabled employee upon his/her return from leave to the extent that the accommodation does not cause undue hardship.

HEALTH, SAFETY AND ENVIRONMENT

76 INJURY ON DUTY

76.1
For employees who are absent as a result of an injury while on duty, the Corporation will maintain the employee on full salary pending the outcome of a workers' compensation claim. During this time the employee will be placed on injury on duty leave with pay.

In the event the claim is granted, the employee's full salary will continue to be maintained which will include amounts allowed by the applicable workers' compensation board. The injury on duty leave will not be charged against any of the employee's leave credits.

If the workers' compensation claim is not accepted the employee will be placed on sick leave, STD/LTD (in accordance with the requirements of the plan). If the employee does not meet the requirements for STD/LTD or has exhausted benefits under STD/LTD the employee may be placed on absence without pay.

76.2
Before returning to work following an injury on duty, an employee may be required to produce evidence of good health, showing that the employee has recovered and is able to resume normal duties. Upon receipt of this evidence, Human Resources will authorize the employee to return to duty. When an employee is unable to resume normal duties, the employee will be afforded rights in accordance with the applicable workers' compensation legislation. CBC will provide reasonable accommodation for the employee to the extent that the accommodation does not cause undue hardship.

76.3
There shall be no pyramiding of CBC benefits or payments related to the application of this Article.

77 WORKING CONDITIONS AND SAFETY

77.1
The Corporation and the Union agree to cooperate to ensure compliance with Part II of the *Canada Labour Code* (Occupational Health and Safety) and its regulations, together with any policies, procedures or guidelines that may be issued by the Corporation to ensure healthy and safe working conditions.

77.2
The Corporation will carry on its operations in a manner that will not endanger the health and safety of any of its employees and shall adopt and carry out reasonable procedures and techniques designed or intended to prevent or reduce the risk of physical injury in its operations. Employees shall take all reasonable and necessary precautions to ensure their own safety and the safety of all fellow employees. Complaints arising under this Article should initially be referred to the Workplace (Health and Safety) Committee.

77.3
For each workplace, the Corporation will establish a Workplace (Health and Safety) Committee or appoint a Health and Safety representative in accordance with the provisions of Part II of the *Canada Labour Code.* The Committee and/or representative will have the same rights, functions, powers, privileges, and obligations as described in the Code. The Committee:

a. Shall consider and expeditiously dispose of complaints relating to the health and safety of the employees;
b. Shall participate in all of the inquiries, investigations, studies and inspections pertaining to the health and safety of the employees, including any consultations that may be necessary with persons who are professionally or technically qualified to advise the Committee on those matters;
c. Shall participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices or materials;
d. Shall ensure that adequate records are maintained on work accidents, injuries and health hazards related to the health and

safety of employees and regularly monitor data relating to those accidents, injuries and hazards;

e. Shall cooperate with health and safety officers;

f. Shall participate in the implementation of changes that may affect occupational health and safety, including work processes and procedures (If it is strictly a local change, then the Committee is also required to participate in the planning of the implementation of the change);

g. Shall assist the employer in investigating and assessing the exposure of employees to hazardous substances;

h. Shall inspect each month all or part of the Workplace, so that every part of the Workplace is inspected at least once each year;

i. May request from an employer any information that the Committee considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities; and

j. Shall have full access to all government and employer reports, studies and tests relating to the health and safety of the employees, or to the parts of those reports, studies and tests that relate to the health and safety of employees, but shall not have access to the medical records of any person except with the person's consent.

77.3.1

The appointment of members to each workplace committee shall be consistent with the provisions of Part II of the *Canada Labour Code.* The actual number of members appointed to each committee shall be included in the Rules of Procedure that each committee must develop. The Rules of Procedure are subject to the provisions of the Health and Safety Committees and Representatives' Regulations.

i Meetings will be held at least nine (9) times a year at regular intervals and, if other meetings are required as a result of an emergency or other special circumstances, they shall be held at the call of the co-chairpersons.

ii The Committee will establish Rules of Procedure for the conduct of its meetings in accordance with the provisions of

the Health and Safety Committee and Representatives' Regulations.

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

iv The Committee shall have two (2) co-chairpersons of equal standing chosen from the members of the Committee, one being an employee representative selected by the employee representatives in the Committee and the other being a managerial representative selected by the managerial representatives on the Committee. The chairmanship shall alternate monthly or as agreed by the Committee.

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

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

77.3.2
Complaints referred to the Workplace (Health and Safety) Committee shall be dealt with in accordance with the appropriate provisions of Part II of the *Canada Labour Code*. In the event that a complaint is not resolved by the Workplace (Health and Safety) Committee, it may be referred to the Policy (Health and Safety) Committee for guidance.

77.3.3
The Corporation will establish in accordance with Part II of the *Canada Labour Code*, a Policy (Health and Safety) Committee whose scope will be national and whose functions and responsibilities will be as described in the Code. There shall be three (3) representatives appointed by the Union on this committee. The Corporation will release these employees, without loss of pay or leave credits, to perform functions associated with said committee.

77.4
Where an employee has reasonable cause to believe that a danger exists (as defined in the *Canada Labour Code*) or that work to be undertaken

would require additional help, it shall be the employee's responsibility to notify a supervisor, or if that is not possible, to summon help as required. If neither course of action is possible, the employee may refuse to complete the job pending the elimination or lessening of the dangerous situation or until a HRSDC Health and Safety Officer has made a determination.

Information on the circumstances of any such refusal will be made available to the Workplace (Health and Safety) Committee at its next meeting.

77.5
The Corporation undertakes to conduct Hazard Identification and Risk Assessments to ensure that employees are not exposed to physical or psychological risks disproportionate to the normal requirements of their positions. The results of these assessments will be shared with the employees. When an employee anticipates that an assignment will involve encountering hazards of an extraordinary or unusual nature that would not be normally encountered in the course of his/her duties, he/she may request assistance or further preventative measures. Such assistance will not be unreasonably withheld.

77.6
Employees assigned to the maintenance and/or quality assurance checks of a transmitter shall not be required to work beyond the interlock of the protective relay system when the power is on the transmitter.

77.7
The Corporation shall continue to give full and complete consideration to the capabilities of an employee for assignments involving climbing, and will recognize the substantiated inability to perform such assignments.

77.8
The Corporation will avoid the repeated scheduling or assigning of excessive hours, short turnaround and/or displaced meal periods.

77.9
The Corporation shall supply adequate protective clothing and/or safety devices for employees where conditions require their use and other special attire when required. When such clothing or devices are supplied for an employee's protection, their use is mandatory. The protective clothing shall be appropriate to the work environment and not of a lesser nature than that supplied to other employees of the bargaining unit.

77.9.1
An employee shall not be held responsible for the maintenance or the normal wear or accidental damage caused to the protective clothing and/or safety devices supplied by the Corporation.

77.9.2
Where the Corporation issues protective clothing to an employee to be worn in the performance of his/her duties, the cost of cleaning, as authorized, will be borne by the Corporation.

77.10
Necessary efficient working equipment shall be provided to employees and paid for by the Corporation. The equipment will meet ergonomic standards as required by Part II of the *Canada Labour Code.*

It shall be the employee's responsibility to report the loss or damage of any CBC equipment immediately as it becomes known to the employee.

77.11 Work Environment
Rest Breaks: It is recognized that employees who do work involving repetitive or static functions require regular breaks in the work pattern. In situations where natural breaks do not occur, employees will discuss the specific accommodation that may be necessary with their supervisor.

Lighting: Terminals must be installed in such a way that glare shall not be a problem. Lighting will be provided suitable to the work environment and in accordance with Part IV of the Canada Occupational Health and Safety Regulations. When a type of lighting

causes an employee adverse health effects, reasonable efforts will be made to change to more suitable lighting.

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

Shielding: The Corporation agrees to conform to all hazardous substance exposure limits, as described in Part 10 of the Canada Occupational Health and Safety Regulations.

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

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

77.12
The Corporation shall obtain proper equipment from reputable suppliers who are able and willing to give advice and assistance in resolving any problem that may arise. Before the equipment is installed and/or provided, the Corporation shall consult with the Policy (Health and Safety) Committee or the Workplace (Health and Safety) Committee on the design and installation of such equipment, and agree to discuss the environment in which it is installed.

77.13
The Corporation agrees to ensure proper regular maintenance of equipment and provide regular safety inspections. The result of such

monitoring and inspections shall be made available to the Workplace (Health and Safety) Committee.

77.14 Pregnancy

An employee who is pregnant or nursing and who has a reasonable belief that her current job functions may pose a risk to her health or to that of the fetus or child, shall discuss her concerns with her manager (supervisor) and may cease to perform that job until her concerns are addressed.

The employee shall consult with a qualified medical practitioner of her choice, as soon as possible, to establish whether continuing any of her current job functions poses a risk to her health or to that of the fetus or child.

For the period during which the employee does not perform her job, the Corporation may, in consultation with the employee, reassign her to another job that would not pose a risk to her health or that of the fetus or child.

Where no suitable re-assignment is available in the location, the employee will be granted leave without pay as per Article 71 (Leave With/Without Pay).

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

BENEFITS

These benefits, except for the Dental Plan, are overseen by the Consultative Committee on Staff Benefits and are subject to change with Union approval, and as mandated by the CCSB, in accordance with Article 84 (CCSB).

78 BENEFITS PLAN SUMMARY

The following is subject to the specific terms and conditions of the applicable benefit plan(s).

Supplementary Health Care Plan

(For additional information refer to "HR @ my fingertips".)

Hospitalization

100% Reimbursement

- Semi-private accommodation (includes convalescent hospital)
- Outpatient services

Medical expenses

After deductible: 100% Reimbursement

Eligible services, such as:

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

	certain maximums
90% Reimbursement	• Services of psychologists
Deductible	• $75 for each person, to a maximum of $100 for the family, for all expenses except prescription drugs • for prescription drugs, deductible of $5 per prescription, to a maximum out-of-pocket expense of $150 per person in any one calendar year

Dental Plan
(For additional information refer to "HR @ my fingertips".)

Reimbursement Basis	2010 Fee Guide for General Practitioners and Specialists.
At 95%	Basic coverage, such as: • Diagnostic services • Preventive services • Minor restorative • Extractions • Denture maintenance
At 90%	Endodontics and periodontics
At 75%	Major coverage, such as: • Major surgery • Crowns and onlays • Dentures • Bridgework
At 50%	Orthodontic treatment
Maximum reimbursement	• Basic and major coverage, endodontics and periodontics combined: $3,000 each benefit year for each person • Orthodontics: $2,500 a lifetime for each person
Benefit year	January 1 to December 31

79 HOSPITAL MEDICAL COVERAGE – FULL-TIME PERMANENT EMPLOYEES

79.1
Where the Corporation directly pays provincial or territorial Medical/Hospital premiums through a payroll tax, no reimbursement will be given to employees. Where no other payment scheme is available, the Corporation will pay one hundred percent (100%) of the provincial or territorial Hospital/Medical premiums to ensure employee coverage.

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

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

79.3
There shall be no pyramiding or double payment of any CBC benefit, right or entitlement to any employee regardless of the circumstances. This does not apply to an employee's private insurance plan(s).

80 SHORT TERM DISABILITY (STD)/LONG TERM DISABILITY (LTD)

80.1
The following is an outline of eligible benefits and such benefits are subject to the specific terms and conditions of the applicable benefit plan(s). For complete information, the Corporation Policy on STD and LTD (Human Resources Policy 2-2-7: Income Protection) should be consulted.

Full-time permanent employees hired after April 1, 1977 will be covered by Corporation policies on STD and LTD.

i) STD basic benefits based on length of service for a period of up to 85 days:

Continuous Service	At 100% Basic Salary	At 66.2/3 % Basic Salary
3 months to 1year	10 working days	75 working days
1 year to 2 years	20 working days	65 working days
2 years to 3 years	30 working days	55 working days
3 years to 4 years	40 working days	45 working days
4 years to 5 years	50 working days	35 working days
5 years to 6 years	60 working days	25 working days
6 years to 7 years	70 working days	15 working days
7 years or more	85 working days	

ii) LTD basic benefits:
LTD plan benefits will be paid to a disabled employee commencing on the eighty-sixth (86th) working day of the disability and will continue until the earlier of the employee's recovery of good health, age sixty-five (65) years or death.

The benefit payable will be an amount equal to sixty percent (60%) of the disabled employee's basic salary at the date of the commencement of the disability. Any amounts the employee may be entitled to receive from the Canada/Quebec Pension Plan, the CBC Pension Plan, the Government Employees Compensation Order or any other Group or

Association LTD Plan to which an employee may belong by reason of membership, for the specific trade or profession will reduce the amount of benefit paid.

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

- by up to four percent (4%), for employees receiving benefits who became disabled before February 1, 1997;

  and

- by up to two percent (2%), for employees receiving benefits who became disabled between February 1, 1997 and June 30, 2002.

No Cost of Living Adjustment (COLA) applies to LTD Plan benefits for any employee who became disabled on July 1, 2002 or later.

LTD coverage ends when employees reach age sixty-five (65) or on the date their employment or the insurance contract terminates, whichever occurs first.

81 LIFE INSURANCE

81.1
The following provisions apply to all those permanent full-time and eligible part-time and term employees as a condition of employment.

Insurance While Employed

81.1.1
The Corporation will provide, at no cost to each eligible employee, Basic Life Insurance in the amount of twenty-five thousand dollars ($25,000.00) or two times (2x) the employee's basic annual salary (whichever is greater).

Eligible employees, who continue to work beyond age sixty-five (65), will be entitled to Basic Life Insurance only until the end of the year in which the employee reaches age sixty-nine (69) for those retiring with a CBC Pension, and/or age seventy (70) for all other employees.

Insurance After Retirement

81.1.2
Employees who retire with a CBC Pension before age sixty-five (65) will continue to be insured for Basic Life Insurance at no cost to the employee until age sixty-five (65).

Employees who retire at age sixty-five (65) or later, will be entitled to a fully paid-up life insurance policy in the amount of four thousand dollars ($4,000.00). Alternatively, effective May 1, 2005, eligible employees who retire at age sixty-five (65) or later, will be offered the option of a twenty-five thousand dollar ($25,000.00) life insurance policy which expires on the date the employee attains the age of seventy (70).

Employees may refuse either option, however, the default insurance will be the four thousand dollar ($4,000) paid-up life insurance. These options will be offered at attainment of age sixty-five (65) for those

employees who retire with a CBC Pension before age sixty-five (65), and at retirement for those retiring after age sixty-five (65).

Optional Plans

81.2
The following plans are optional and employees may elect to participate:

a) In addition to the Basic Life Insurance provided by the Corporation under clause 81.1.1, the employee may purchase Optional Life Insurance of one time (1x), two times (2x) or three times (3x) basic annual salary (for a total basic and optional Life Insurance up to five times (5x) salary at group rates). For Optional Life, medical evidence of insurability will be required for the two times (2x) and three times (3x) options (refer to Article 81.2.1 for conditions regarding the one time (1x) option).

b) Effective August 1, 1990 an employee may elect to participate in Dependant Life Insurance in the amount of fifteen thousand dollars ($15,000.00) for a spouse and seven thousand, five hundred dollars ($7,500.00) for each child. Common-law relationships will be recognized after one (1) year of co-habitation and single parents qualify. The premium per family will remain at a flat rate regardless of the number of dependants.

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

d) The Accidental Death and Dismemberment Insurance Plan will be made available to each eligible employee and they may opt in or out of such coverage in April of each year.

Coverage under the optional plans ends when employees reach age sixty-five (65) or on the date their employment or the insurance contract terminates, whichever occurs first.

81.2.1
Proof of medical insurability will not be required for Optional Life coverage of one time (1x) salary, Dependant Life Insurance or Accidental Death & Dismemberment Insurance if the employee enrolls:

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

81.3
Employees covered under this plan are also eligible for coverage under the Corporation Travel Accident Insurance Plan.

82 MEDICAL CERTIFICATES

82.1
In all cases of illness and disability an employee shall inform a supervisor as soon as possible.

82.2
In all cases of illness and disability in excess of three (3) days, the employee must, if required, produce satisfactory evidence (certified by a qualified medical practitioner) of inability to perform duties using either the medical absence form provided by the CBC or other satisfactory documentation.

82.3
During any consecutive twelve (12) month period, if an employee has taken nine (9) days or more of sick leave, of which none has been certified by a qualified medical practitioner, the employee must, if required, produce satisfactory medical evidence (certified by a qualified medical practitioner) for each subsequent day of absence within the same twelve (12) month period.

82.4
Consistent with Public Health requirements and/or 82.2 and 82.3 above, the Corporation reserves the right to require a certificate from an employee certifying that the employee is fit to resume full and normal duties following an absence.

82.5
Where requested by the Corporation any costs associated with obtaining forms containing medical information or for health certificates will be borne by the employer. The normal maximum for such forms and certificates will be $25 or such other amount approved by the Corporation. Where the Corporation determines it requires additional information from an employee's medical practitioner or specialist, any additional cost related to acquiring that information will be borne by the Corporation. The forms or additional letters used will only seek information relevant to the illness giving rise to the leave or benefit. Any consultation permitted between the employee's physician

and/or specialist and the Corporation health consultants will also be limited to the relevant information giving rise to the leave or benefit.

82.6
The Corporation may require an employee to undergo a medical examination by a medical doctor of its choice and at its expense. Where possible in such cases the Corporation will respect the employee's choice of a physician with regards to gender. Upon written consent from the employee, the results of an examination will be conveyed to the employee's personal physician.

83 RETURN TO WORK

83.1
The following replaces all policies and/or employment guarantees and is the complete protocol for re-integrating incapacitated persons back into the workforce.

83.2
Employees who have been approved on LTD will have benefits provided in accordance with the terms and conditions of the LTD plan.

Employees who are fully recovered and satisfy the Corporation that they are medically fit to resume full duty:

- Will be placed in a suitable similar vacancy, within the same salary band, as the position immediately held prior to being approved on LTD (at the location);
- If no suitable vacancy exists at the same level, the returning employee will displace the most junior person in the same classification (at the location);
- If no junior person exists in the same classification, the employee will displace the most junior employee in a classification of a lower group for which the returning employee possesses the necessary education, experience and qualifications (at the location).

Where no position can be found for an employee returning from LTD or for an employee displaced as a result of this Article, Article 46 (Workforce Adjustment) will apply.

83.3
If the employee returning from LTD or STD has been certified medically fit to return to work and there are medical restrictions, the Corporation will make reasonable efforts to accommodate the restrictions in accordance with the Corporation's duty to accommodate.

The definition of accommodation shall be the same as defined in the federal human rights legislation. Such reasonable accommodation

could include providing technical aids, devices or reasonable modification of the work environment for employee(s) with either temporary or permanent restrictions.

83.4
It is agreed and understood that an employee placed in a position and/or classification of employment will be paid the rate of pay for the position in which he/she has been placed.

83.5
When an employee is placed in a position as per clause 83.3 above and fully recovers at any time within two (2) years from return to full-time duty, he/she will be entitled to return to his/her former or equivalent classification of employment within one (1) year from being declared fully recovered subject to a suitable vacancy becoming available.

83.6
The employee shall co-operate with the Corporation including providing any relevant information as it relates to his/her absence and restrictions.

83.7
An employee may have access to his/her personal health files held by the Corporation upon request.

83.8
The employee will cooperate fully with the insurance company and the Corporation as appropriate in matters relating to training and/or opportunities for placement outside the Corporation if no placement inside the Corporation can occur.

83.9
A return to work plan will be developed jointly between the Corporation, employee and the Union for employees who are able to return to work. Persons who refuse reasonable employment opportunities within the Corporation or who fail to cooperate in obtaining suitable employment or who fail to fulfill their obligations under the return to work plan due to their own lack of commitment or

cooperation may be released from employment with no further rights of employment within the Corporation.

83.10
The above applies to all persons who apply and are accepted for LTD as of June 18, 1996.

84 CONSULTATIVE COMMITTEE ON STAFF BENEFITS (CCSB)

84.1
There shall be a Consultative Committee on Staff Benefits (CCSB) whose terms of reference shall be as set out below:

84.1.1 Establishment
The established CCSB will continue, membership in which shall be opened to employee groups represented by recognized bargaining agents in such manner as agreed to by the bargaining agents themselves, and to the confidential and management groups in such a manner as they themselves decide, however, no employee may be represented by more than one union, association or group. The Corporation shall be represented by the Senior Director, Compensation or his/her designate, who shall be the Chairperson of the Committee. The Vice-Chairperson shall be elected by the employee groups. The Committee or any of its members may invite observers and/or technical advisors who shall have voice but no vote. The Committee shall establish its own rules of procedure.

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

- Pension plans
- Insurance – life, accident, etc.
- Health Insurance
- Leave
- Gratuities

The CCSB shall be provided with any or all information, material and/or correspondence relating to matters within the purview of this Committee. Such information, material, and/or correspondence will be forwarded to the Chairperson of the Committee who will arrange for

its reproduction and distribution to all other members of the Committee.

84.1.3 Powers

Decisions of the Committee shall be by a simple majority of the votes cast. The Corporation shall, subject to the provisions of Section 44 of the *Broadcast Act*, implement all duly adopted recommendations of the Committee involving adoption, alteration, or termination of staff benefit plans, which do not involve the expenditure of additional funds.

- Should any such recommendation result in additional funds being required, the Committee shall recommend to the Corporation and also to the various bargaining units and employee groups what it considers to be a just and equitable cost-sharing agreement.
- It is understood that the Committee is not empowered to amend or change any of the provisions of any of the Collective Agreements except by mutual consent of all the Parties to the agreement.

84.1.4 Meetings

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

Nothing herein shall prevent any or all of the Unions represented on the Committee from negotiating in their Collective Agreements any change in the Corporation's financial contribution to CBC staff benefit plans insofar as any employee or group of employees are affected. It is further understood that the Committee is not empowered to amend or change any of the provisions of the Collective Agreement, except by mutual consent of the Parties to that Agreement.

CONCLUSION

85 NOTICE OF NEGOTIATIONS/RENEWAL

85.1
Prior to expiration of this Agreement either party may within a period of four (4) months immediately preceding the date of expiration, by written notice, require the other party of the Collective Agreement to commence collective bargaining for the purpose of renewing or revising the Collective Agreement or entering into a new Collective Agreement. If such written notice is given by either party and no new agreement is reached, all the provisions of this Agreement shall continue to be observed by both parties until twenty-one (21) days after advice has been received from the Minister of Labour as set forth in Part 1 of the *Canada Labour Code,* Section 89 (1) and (2).

85.2
Upon receipt of notice from one of the Parties of a desire to negotiate a new Agreement, as provided in clause 85.1 above, the other party shall arrange for a meeting to be held between the Parties within twenty (20) days for the purpose of negotiations, and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

85.3
If neither party gives notice in accordance with clause 85.1 above to terminate or renegotiate a new Agreement, this Agreement shall be considered automatically renewed for a further one (1) year period and year to year thereafter until the provisions of clause 85.1 have been satisfied.

86 CONCLUSIVE AGREEMENT

86.1
The Parties agree that this Collective Agreement is the conclusive agreement between the Parties and that any matter not specifically dealt with under the terms of this Agreement shall not be the subject of a grievance prior to the expiration of this Collective Agreement unless mutually agreed by the Parties.

86.2
It is agreed and understood that unless specified otherwise, the appendices to this Collective Agreement will form part of the Collective Agreement. Where conflict arises between the text of an appendix and the main text of the Collective Agreement, the provisions of the main text shall prevail.

86.3
Notwithstanding Article 86.1, the Parties agree this is a "living" Agreement and can be amended during the life of the Agreement subject to appropriate ratification by both Parties.

87 CONCLUSION

87.1
The Parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing the Agreement it binds the Parties to:

a) do everything they are required to do by the Agreement and
b) refrain from doing anything they are not permitted to do by the Agreement.

The Parties agree that if any provision of this Agreement is inconsistent with any law or regulation, such provision shall be deemed null and void or shall be applied to conform with the law until such time that the Parties are able to reach an agreement on new provisions or until such time that a new Collective Agreement is negotiated.

APPENDICES

APPENDIX A: PRINCIPLES OF ASSIGNMENT

Assignment

(As agreed to by the Extended CMG/CBC National Joint Committee – July 2010)

Principles to guide the application of staffing and an employee's ongoing assignment:

- Assignment is a process with a primary focus of matching people to the work that needs to be done, taking into consideration the requirements of the role, as well as an individual's skills, experience and overall contribution to the company.
    - Assignment is an individual process and the responsibility to match people and work must be taken seriously.
    - The Parties recognize there are limitations on resources that may have an impact on assignment.
    - Every effort will be made to respect and maintain the nature of an employee's work and level of responsibility.
- Assignment decisions are driven by strategic and operational needs and must be well considered for the company to be successful.
    - Assignments are not arbitrary and will be made in the context of future direction, both for the company and the individual.
    - Some assignments may be based on more subjective criteria than others but should be balanced with

objectivity, particularly when the assignment decision is based in fact (e.g. audience research).

- The Parties recognize the value of an assignment process that is transparent and fair. A workforce that perceives it has been dealt with fairly and openly is more productive and works better together.

    - A transparent process allows employees to express interest in available assignment opportunities. This benefits both the company and the employee because it provides an opportunity for the employer to become better informed of an employee's skills and interests, to consider the employee's career path and to provide feedback.
    - A fair process requires as consistent an approach as possible. That means that any employee who is reassigned should reasonably expect a high quality conversation (see below) about the reassignment with clearly defined reasons.

- The Parties commit to addressing in a collaborative way any assignments that are perceived to be unfair.

Processes:

- Assignment processes must be clear, efficient and effective and include efforts to consider skills, experience and expertise.
- Available tools for matching people to work are assignment, posting of vacancies, hiring on contract, and appropriate training and development to allow employees to succeed at their work.
- The company commits to the creation of a process, in consultation with the Union, which allows employees to express interest in available assignment opportunities. This process will be in place by September 30, 2010.

- Any conversations concerning assignment should be of high quality. This means that assignment conversations will:
    - Treat the individual with respect and dignity
    - Appreciate the skills, experience and expertise the employee brings to the work
    - Clearly define the work and its requirements
    - Clearly define why the employee has been selected for the assignment
    - Clearly define the duration of the assignment, to the degree to which it is known
    - Occur in a timely fashion

APPENDIX B: RADIO PROGRAM MANAGERS

Without prejudice or precedent to either party's position the following will apply:

The Corporation is seeking to expand diminished production resources in the workplace by proposing that some Program Managers in Radio do work normally done by bargaining unit members.

The Parties agree that Program Managers constitute a new way of operating in the CBC. The Union has expressed concern about a possible threat to an area of its jurisdiction. The Corporation understands the Union's concern.

For the life of the current Collective Agreement, the Parties agree to the following limitations and provisions with respect to Program Managers:

1. There will be no CMG layoffs or demotions as a consequence of production work which Program Managers may do.

2. No Union member will be required to accept the position of Program Manager.

3. The Corporation will have no more than sixteen (16) Program Managers at any given time.

APPENDIX C: OUT OF COUNTRY WORK

Although this Collective Agreement is applicable in Canada only (outside of the Province of Quebec and Moncton, N.B.), it is recognized that the Corporation carries on business in other countries. The decision to assign members of the bargaining unit to work and reside outside Canada, will be at the sole discretion of the Corporation.

Persons employed by the Corporation for out-of-country employment are not 'employees' for the purpose of this Collective Agreement.

Nothing in this Collective Agreement prevents employees currently in the bargaining unit from applying for out-of-country employment by the Corporation. The Collective Agreement will not apply to the hiring process.

Corporation personnel assigned to work and to be based outside of Canada on a continuing basis are not covered by the terms of this Agreement except for the following provisions, only if they already apply:

- seniority accrual
- annual leave credits
- pension contributions (on base salary)
- Group Life Insurance; and
- Accidental Death and Dismemberment coverage.

At the conclusion of the out-of-country assignment, employee re-integration will not be subject to the posting provisions of this Agreement. Such re- integration will be at the same salary level as the person had in their former classification, but may not be at the same location the individual left.

APPENDIX D: STATEMENT OF PRINCIPLES – TEMPORARY UPGRADES

The primary purpose of temporary upgrades is to meet the needs of the business.

Temporary upgrades may be used to provide developmental opportunities for employees and best efforts will be made to allow such opportunities.

Supervisors and employees are encouraged to discuss these opportunities. Ideally, this would happen during the PMSD process.

Temporary upgrades are useful to improve employee engagement and as a retention tool.

APPENDIX E: PURCHASED LEAVE PLAN

Full-time and part-time employees who are actively at work, and have permanent status on March 31st of the fiscal year preceding the one in which deductions will begin, are eligible for the Plan.

Purchased leave is for use in the fiscal year after the period in which deductions are made. All annual leave must be scheduled and taken prior to taking leave bought under the Purchased Leave Plan.

Full-time employees may purchase five (5) or ten (10) days of leave under the Plan.

The number of days purchased by part-time employees will be confirmed at the end of the fiscal year based on the percentage of actual part-time hours worked. (For example, if an employee worked 50% and chooses the one-week option, he/she will have purchased 5 days x 50% or 2.5 days.)

The program opens once a year. To qualify, employees must ensure that they have taken all annual leave days, banked and current-year entitlement, by March 31st. Employees must submit their applications to their manager for approval in March. Deductions commence the first pay period in April.

Employees will pay for this leave through payroll deductions taken equally from their pay throughout the fiscal year, prior to the purchased leave being used.

Leave purchased during the fiscal year will be added to the employee's bank as of the following April 1st, and will be used during that fiscal year. There will be no carry-over of purchased leave. If an employee does not exhaust purchased leave by the end of the fiscal year, the balance remaining will be reimbursed following the end of the fiscal year at the original rate the employee paid for the leave.

Employees may opt out and receive reimbursement for payments made to date at any time during the fiscal year during which deductions are

being made. Employees who leave the Corporation, or transfer to a non-participating union or affiliation, will be similarly reimbursed.

Employees who take a leave of absence (including Parental Leave or Long Term Disability) for 30 calendar days or more will be reimbursed up to the date of the commencement of the leave of absence.

Leave purchased under this Plan must be scheduled and taken at times mutually agreeable to the employee and the Corporation, subject to operational requirements. Seniority does not apply to leave taken under the Purchased Leave Plan.

The Parties, recognizing that leave purchased under the Plan may be difficult to arrange at times, agree that the intent of this Article is to allow members to take their purchased time as time off instead of being reimbursed. Best efforts must be made to meet this intent and schedule such time off.

APPENDIX F: STATEMENT OF QUALIFICATIONS

The purpose of the Statement of Qualifications is to clearly identify the requirements of jobs posted by the Corporation.

A Statement of Qualifications will include:

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

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

- demonstrated ability to carry out the tasks of the position
- education
- knowledge
- training
- experience

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

- talent in the specific functions or areas required
- creativity in the specific functions or areas required
- innovation in the specific functions or areas required
- production ability in the specific functions or areas required
- planning and organizational skills in the specific functions or areas required

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

APPENDIX G: JOINT COMMITTEE ON FREELANCERS

The parties agree to continue the standing joint committee to deal with matters uniquely related to the freelance workforce.

The Corporation commits to ensure every engagement has a written contact. Without limitation, the Corporation will be responsible for the development of processes to ensure producers (or anyone who engages a freelancer) have an adequate understanding of the contract process.

The Committee will consider training needs in keeping with the training provisions of the Collective Agreement, limited to available funds.

The Committee will also work to ensure that the freelance contributors are properly contracted, as well as being properly compensated as per the terms of the Collective Agreement.

The Committee may develop packages to ensure freelancers get all the information they require when entering a relationship with the Corporation.

The Committee will be co-chaired and consist of no more than four (4) individuals from each of the Union and the Corporation. The Committee will meet no more than three times a year.

APPENDIX H: FORMER UNIT 2 MEALS AND TURNAROUND RATIONALIZATION PREMIUM

This applies to employees in the former Unit 2 bargaining unit who received an increase to base salary upon implementation of the 2001-2003 CBC/CEP Collective Agreement, in consideration of the removal of meal displacement and turnaround penalties.

This increase to base salary ("meal and turnaround rationalization premium") will continue as long as the employee remains employed with the CBC. This increase will be pensionable and subject to annual salary increases.

Job Evaluation Implementation

For the purposes of slotting an employee on the new Job Evaluation pay bands, the meals and turnaround rationalization premium will be removed from an employee's base salary prior to the employee being slotted on his/her new salary band. Once the employee has been slotted, his/her rationalization premium will be reapplied to the employee's new salary.

Application of Promotional Formula

When an employee is promoted to a job in a higher salary band, his/her meals and turnaround rationalization premium will be removed prior to the application of the promotional formula [as per Article 53.4, (General Salary Provisions)]. The premium will be reapplied to the employee's new salary. The amount an individual receives will be made available by an annual notification, to be determined by the Parties. The Union will be supplied with a list of the amounts applicable for each classification.

APPENDIX I: ADDITIONAL LOCATIONS – Article 46.9.1

The following stations will be considered "locations" that "originates programming" for purposes of the definitions under Article 46.9.1:

A) Kamloops
B) London
C) Kitchener/Waterloo
D) Saskatoon
E) Hamilton

1) Stations that are a mix of radio, television and digital are "locations" that "originates programming" for the purposes of the definitions under Article 46.9.1.

2) Exclusively digital stations, such as Hamilton, will be considered "locations" that "originates programming" for purposes of the definitions under Article 46.9.1 subject to the conditions set out below.

3) For exclusively digital stations only, these Minutes of Understanding are intended to apply to the Hamilton station only and not to future stations that are exclusively digital unless the Parties first engage in discussions regarding such future stations.

4) Such discussions are not intended to alter the Parties' desire that exclusively digital stations are intended to be considered "locations" that "originates programming" for purposes of the definition under Article 46.9.1.

5) However, the Parties acknowledge that the structure of future stations that are exclusively digital is unknown at this time and that the CMG cannot give a blanket agreement for all future stations without the information regarding structure. For instance, a one person digital station may unfairly shield an individual from WFA provisions and/or deny employee WFA rights.

6) Accordingly, the Parties will discuss all future stations that are exclusively digital in order to consider their designation as a "location" that "originates programming" for purposes of the definition under Article 46.9.1.

Signed this 24th day of August 2012.

For the Corporation:	For the Union:
Ron Ouellette Director, Industrial Relations CBC	Dan Oldfield Senior Staff Representative CMG

APPENDIX J: PLANT TECHNOLOGIST PREMIUM

Employees within the former CMG Unit 2 bargaining unit who, at the time of signing of this Agreement currently receiving the Plant Technologist Premium will continue to receive it while they occupy a position within the Broadcast Technology Career Structure. The Corporation agrees to provide the Union with a list of those positions/employees upon signing of this Agreement.

APPENDIX K: FORMER BAND 13 SALARY SCALES

Band 13 (Historical) – Hourly Salary Grid

Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	34.51	36.00	37.51	39.00	40.50	41.99	43.50	45.00	46.49
April 1, 2015	34.99	36.50	38.04	39.55	41.07	42.58	44.11	45.63	47.14

38.75 Hours Per Week
Producer - National Line-up and Assignment
Production Designer

Band 13 (Historical) – Annual Salary Grid

Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	69,805.10	72,819.00	75,873.35	78,887.25	81,921.38	84,935.27	87,989.63	91,023.75	94,037.65
April 1, 2015	70,776.02	73,830.38	76,945.41	79,999.76	83,074.34	86,128.70	89,223.50	92,298.08	95,352.44

38.75 Hours Per Week
Producer - National Line-up and Assignment
Production Designer

APPENDIX L: ANNUAL SALARY GRID

Note: this grid is for informational purposes only and represents rounded figures. Actual calculations for salary and overtime purposes are based on the hourly rates.

As per the Memorandum of Agreement, the Parties have agreed to reopen negotiations for hourly rates for the final three (3) years of this Collective Agreement.

Although there are no set hours for self-assigned employees, they will be paid an annual salary based on the normal hours of work for their classification listed below.

Annual Salary = Hourly Rate x Hours Per Week x 52.2 Weeks

Band 13 EP – Executive Producers

38.75 Hours Per Week – ANNUALLY									
Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	74,738.59	77,030.37	79,366.64	81,658.42	83,905.69	86,197.47	88,533.74	91,189.75	93,925.44
April 1, 2015	75,792.44	78,098.38	80,485.22	82,811.39	85,076.87	87,403.03	89,769.65	92,459.90	95,231.07

Band 13 SP – Senior Producers

38.75 Hours Per Week – ANNUALLY									
Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	69,153.78	71,341.38	73,528.99	75,759.06	77,946.68	80,091.80	82,279.41	84,509.48	87,044.76
April 1, 2015	70,128.74	72,333.54	74,558.57	76,803.82	79,049.07	81,213.41	83,438.44	85,683.69	88,252.58

Band 12

38.75 Hours Per Week – ANNUALLY									
Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	64,687.55	66,791.21	68,894.87	70,998.53	73,162.87	75,266.53	77,349.96	79,453.62	81,617.96
April 1, 2015	65,597.78	67,721.67	69,865.79	71,989.67	74,194.47	76,318.36	78,442.25	80,566.13	82,750.70

38.75 Hours Per Week
Consulting Technologist
Director
Senior Reporter
Producer
Producer/Recording Engineer
Remote Area Transmitter Systems Technologist
Senior Host
Switcher/Director

Band 11

38.75 Hours Per Week – ANNUALLY									
Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	61,693.88	63,777.31	65,901.20	67,984.63	70,108.52	72,212.18	74,315.84	76,399.27	78,482.70
April 1, 2015	62,563.66	64,667.32	66,831.66	68,935.32	71,099.66	73,223.55	75,347.44	77,471.33	79,574.99

38.75 Hours Per Week
Art Director
Host
Mobile Engineer-in-Charge
Senior Production Editor
Senior TV Post Production Audio Engineer
Senior Videographer
Supervising Scenic Artist
Systems Technologist

Band 10

36.25 Hours Per Week – ANNUALLY									
Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	54,572.49	56,729.66	58,943.59	61,138.60	63,352.53	65,547.54	67,723.63	69,918.64	72,132.57
April 1, 2015	55,329.39	57,524.40	59,776.18	61,990.11	64,241.89	66,455.82	68,669.75	70,902.61	73,135.46

36.25 Hours Per Week
National Account Manager

38.75 Hours Per Week – ANNUALLY									
Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	58,336.11	60,642.05	63,008.66	65,355.05	67,721.67	70,068.06	72,394.22	74,740.61	77,107.23
April 1, 2015	59,145.21	61,491.60	63,898.67	66,265.29	68,672.36	71,038.98	73,405.60	75,792.44	78,179.29

38.75 Hours Per Week
Colourist
Compositor
Promo Producer Director
Provincial Affairs Reporter
Radio Recording Engineer
Senior Communications Officer
Senior Lighting Director
Senior Production Audio Mixer
Senior Production Switcher
Senior Writer
Supervising Make-Up Artist/Hairdresser
Supervising Remote Area Transmitter Technologist
Supervising Special Effects Technician
TV Post Production Audio Engineer
Video Producer
Video-Journalist

Band 9

38.75 Hours Per Week - ANNUALLY									
Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	55,119.94	57,405.65	59,711.58	61,997.29	64,323.45	66,609.16	68,894.87	71,241.26	73,486.51
April 1, 2015	55,888.58	58,214.75	60,540.91	62,867.07	65,233.69	67,539.62	69,865.79	72,232.40	74,518.11

38.75 Hours Per Week

Announcer Operator
Coordinating Associate Director
Library Coordinator
News Editor Presenter
Newsworld Production Coordinator
Scenic Artist
Senior Remote Area Transmitter Technologist
Supervising Scenic Constructor

Band 8

36.25 Hours Per Week - ANNUALLY									
Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	50,693.38	52,737.01	54,799.56	56,805.35	58,886.82	60,911.53	62,955.16	65,017.71	67,023.50
April 1, 2015	51,412.43	53,474.99	55,575.38	57,600.09	59,719.41	61,763.04	63,844.52	65,925.99	67,969.62

36.25 Hours Per Week

Account Manager

38.75 Hours Per Week - ANNUALLY									
Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2014	54,189.47	56,374.04	58,578.84	60,722.96	62,947.98	65,112.32	67,296.89	69,501.69	71,645.81
April 1, 2015	54,958.12	57,162.92	59,408.17	61,572.51	63,837.99	66,022.56	68,247.59	70,472.61	72,657.18

38.75 Hours Per Week
Dialogue and Effects Editor
Production Editor
Reporter/Editor
Resource Specialist
Senior Designer
Senior Media Librarian
Sound Effects Specialist
Supervising Staging Rigger
Supervising Technician
Supervising Technologist
Technical Instructor
Videographer

Band 7

36.25 Hours Per Week - ANNUALLY								
Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
April 1, 2014	47,268.41	49,822.94	52,415.33	54,988.79	57,543.32	60,154.63	62,747.01	65,320.47
April 1, 2015	47,930.69	50,523.08	53,153.30	55,764.61	58,356.99	61,006.14	63,617.45	66,228.75

36.25 Hours Per Week
Marketing and Sales Coordinator
Research Analyst

38.75 Hours Per Week - ANNUALLY								
Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
April 1, 2014	50,528.30	53,259.01	56,030.18	58,781.12	61,511.83	64,303.22	67,074.39	69,825.33
April 1, 2015	51,236.26	54,007.43	56,819.05	59,610.44	62,381.61	65,213.46	68,004.86	70,796.25

38.75 Hours Per Week
Associate Producer
Associate Producer/Technician
Design Coordinator

Editor
Motion Capture Specialist
Senior Broadcast Technologist
Senior Character Generator
Supervising Set Decorator
Supervising Trades Technician
Video Specialist

Band 6

36.25 ours Per Week – ANNUALLY							
Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
April 1, 2014	45,035.55	47,911.77	50,844.76	53,758.82	56,672.89	59,568.03	62,519.94
April 1, 2015	45,659.99	48,574.06	51,563.81	54,515.72	57,467.63	60,400.62	63,390.38

36.25 Hours Per Week
Administrative Specialist
Applications Support Specialist
Desktop Support Specialist
Programmer/Analyst
Senior Service Centre Analyst
Specialist - Contract Administration
Specialist - Finance and Administration
Specialist - Marketing and Sales
Specialist - Pension & Benefits Administration
Specialist - Pension Fund Investment Administration
Telecom - Network Support Representative

38.75 Hours Per Week – ANNUALLY							
Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
April 1, 2014	48,141.45	51,216.03	54,351.29	57,466.33	60,581.36	63,676.17	66,831.66
April 1, 2015	48,808.96	51,923.99	55,119.94	58,275.43	61,430.92	64,566.18	67,762.13

38.75 Hours Per Week
Advertising and Layout Artist
Announcer
Associate Art Director
Associate Director
Costume Cutter
Lighting Director
Makeup Artist/Hairdresser
Mobile Transmission Technician
Network Presentation Coordinator
Production Audio Mixer
Production Camera
Production Switcher
Remote Area Transmitter Technologist
Senior Researcher
Sound Reinforcement Mixer
Special Effects Technician
Supervising Mechanical Rigger
Supervising Stagehand (Production)

Band 5

36.25 ours Per Week – ANNUALLY							
Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
April 1, 2014	41,970.11	44,732.79	47,533.32	50,314.93	53,058.69	55,840.30	58,584.06
April 1, 2015	42,556.70	45,357.23	48,195.61	51,015.06	53,796.67	56,616.12	59,397.73

36.25 Hours Per Week
Administrative Support - Level II
Service Centre Analyst

38.75 Hours Per Week – ANNUALLY							
Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
April 1, 2014	44,864.60	47,817.81	50,811.48	53,784.92	56,717.91	59,691.35	62,624.34
April 1, 2015	45,491.65	48,485.32	51,519.44	54,533.34	57,506.78	60,520.68	63,494.12

38.75 Hours Per Week
Associate Promo Producer
Closed Captioner
Communications Officer
Dolly Operator
Fabric Specialist
Field Sound Technician
Media Librarian
Network Control Centre Technician
Presentation Technician
Scenic Constructor
Set Decorator
Staging Rigger
Supervising Technical Installer
Trades Technician
Traffic Coordinator

Band 4

36.25 Hours Per Week – ANNUALLY					
Date	Start	Step 2	Step 3	Step 4	Step 5
April 1, 2014	38,450.52	42,537.78	46,643.96	50,693.38	54,799.56
April 1, 2015	38,980.35	43,124.38	47,306.25	51,412.43	55,575.38

36.25 Hours Per Week
Applications Support Analyst
Operations Analyst

38.75 Hours Per Week – ANNUALLY					
Date	Start	Step 2	Step 3	Step 4	Step 5
April 1, 2014	41,102.28	45,471.42	49,860.79	54,189.47	58,578.84
April 1, 2015	41,668.65	46,098.47	50,568.75	54,958.12	59,408.17

38.75 Hours Per Week
Broadcast Technician
Broadcast Technologist
Designer
Fly Systems Operator
Mechanical Rigger

Band 3

36.25 Hours Per Week – ANNUALLY					
Date	Start	Step 2	Step 3	Step 4	Step 5
April 1, 2014	36,123.05	40,077.86	44,013.74	47,930.69	51,885.50
April 1, 2015	36,633.96	40,645.53	44,638.18	48,592.98	52,604.55

36.25 Hours Per Week
Administrative Support - Level I
Desktop Support Analyst

38.75 Hours Per Week – ANNUALLY					
Date	Start	Step 2	Step 3	Step 4	Step 5
April 1, 2014	38,614.30	42,841.85	47,049.17	51,236.26	55,463.81
April 1, 2015	39,160.44	43,448.67	47,716.67	51,944.22	56,232 .45

38.75 Hours Per Week
Communications Assistant
Properties and Costumes Storeskeeper
Researcher
Scenic Carpenter
Supervising Stagehand

Band 2

36.25 Hours Per Week – ANNUALLY					
Date	Start	Step 2	Step 3	Step 4	Step 5
April 1, 2014	32,849.46	35,877.06	38,904.66	41,932.26	44,978.78
April 1, 2015	33,303.60	36,387.97	39,453.41	42,518.86	45,603.23

36.25 Hours Per Week

CAD Operator
Generalist - Clerical
Regional Computer Support Representative

38.75 Hours Per Week – ANNUALLY					
Date	Start	Step 2	Step 3	Step 4	Step 5
April 1, 2014	35,114.94	38,351.34	41,587.74	44,824.14	48,080.77
April 1, 2015	35,600.40	38,897.48	42,174.34	45,451.19	48,748.28

38.75 Hours Per Week

Assistant Layout Artist
Assistant Program Editor
Assistant Scenic Artist
Senior Radio and Television Assistant
Technician / Announcer

Band 1

38.75 Hours Per Week – ANNUALLY					
Date	Start	Step 2	Step 3	Step 4	Step 5
April 1, 2014	33,274.24	36,530.87	39,787.49	43,023.89	46,300.75
April 1, 2015	33,739.47	37,036.55	40,353.86	43,630.72	46,948.03

38.75 Hours Per Week
Assistant Fabric Specialist
Editorial Assistant
Library Assistant
Program Assistant - Radio
Program Assistant – TV
Radio and Television Assistant

APPENDIX M: NORTHERN LANGUAGE PREMIUM

A $1200.00 per annum Northern Language Premium will be paid to permanent and contract employees of CBC North, who ordinarily work one half (1/2) or more of their normal work week in a position that requires the ongoing use of English and one or more Aboriginal language(s), to a maximum of forty (40) employees.

The premium will be paid on a bi-weekly basis beginning December 1, 2005.

APPENDIX N: SPECIAL LEAVE

CBC/CMG STATEMENT OF PRINCIPLES
December 16, 2011

These principles are intended to address the Special Leave categories of Domestic Emergencies and/or Authorized Special Leave. They are not applicable to items such as moving, marriage, bereavement, compassionate care leave and/or items that are covered by Policy or have a defined period of leave time.

The Parties recognize that as a progressive organization, there are circumstances in which special leave should be granted to employees facing real need in some aspect of their lives beyond the workplace. This may include but is not limited to child care, elder care, domestic emergencies and family emergencies.

The Parties agree that the granting of special leave requires guidelines that provide clarity and consistency of application. It's recognized that the company needs to be able to limit its overall liability with regards to special leave and that factors will be developed to help fairly evaluate each request. It's further recognized that there may be a significant intangible benefit to the company in granting special leave, in terms of enhanced commitment to the company and enhanced reputation.

Because of the unpredictable nature of special leave requests, it's acknowledged that there must be room for flexibility in determining how much leave to grant.

It's recognized that employees carry a responsibility to make arrangements to address the specific need to the best of their ability. It's further recognized that every case will be different and the ability to make arrangements will vary. However, where the facts are common or similar, the Parties will commit to applying the principles and guidelines in a consistent and fair manner. The granting of special leave will take this into consideration.

In determining whether to grant leave and how much, the Parties agree that total leave may include a blend of special leave, time off in lieu, annual leave, leave without pay and work at home. However, the Parties agree to be mindful of the impact on an employee under stress who utilizes annual leave to address the need prompting the leave request.

The Parties agree that there will be a timely and expedited dispute resolution process.

CBC/CMG SPECIAL LEAVE GUIDELINES
December 16, 2011

- The Guidelines are intended to apply to unforeseen emergencies or personal matters as defined in Article 72.
- The Guidelines do not apply to items such as moving, marriage, bereavement, compassionate care leave and/or items that are covered by Policy or have a defined period of leave time.
- Special Leave can be granted to employees facing real need in some aspect of their lives beyond the workplace.
- Special Leave can be for a broad range of reasons, including child care, elder care, domestic emergency and family emergency.
- Special Leave requests are not automatically granted nor unreasonably withheld.
- Special Leave is independent of other types of leave and may include a blend of Special Leave, time off in lieu, annual leave, leave without pay.
- Work at home may be considered where appropriate.
- Special Leave requests should be addressed in a manner that reflects fairness and consistency.
- It's recognized that employees carry a responsibility to make arrangements to address the specific need to the best of their ability.
- It is recognized that every case will be unique and determined on its own facts.
- Where the facts are common or similar, the Parties will commit to applying the principles and Guidelines in a consistent and fair manner.
- Employees must fill out the proper Request Form to request Special Leave and provide all necessary facts.
- Operational needs of the CBC will be considered when weighing Special Leave requests.

- The Parties encourage Local resolutions.
- The Parties commit to expeditious resolution of requests and disputes regarding Special Leave.

CBC/CMG "SPECIAL LEAVE ARBITRATION" PROCESS
December 16, 2011

In an effort to address any disputes concerning the application of the special leave article, it is recognized that there will be an expedited process.

Every effort will be made to respond to the initial request and resolve any disputes at a local level first – as soon as possible but no later than 5 days from the time of the request. The Parties at the local level are expected to keep the Principles top of mind and will apply the jointly developed Guidelines.

If there is no resolution, the issue will be immediately referred with written submissions from each Party to the national level for Special Leave Arbitration. The written submissions will include all known facts, offers of settlement and any other related information in the completed fact sheet. It's recognized there may be a need for additional information which may be obtained verbally. A CMG staff rep and a representative from Industrial Relations will review the submissions and make every effort to resolve the issue.

The Parties at the National level will review the written submissions and the issue will be decided within ten days from the date of referral.

The Parties agree that the arbitrator will be Warren Edmondson, mediator for the Port Credit Negotiations and Extended National Joint Committee meetings.

The Parties will submit the fact sheet as well as a joint statement of facts to the arbitrator along with any facts in dispute. Each party will also verbally present its position which will be considered on its merits. At the time of making the submission to the arbitrator each Party will submit their final offer. The Arbitrator has authority to choose between the final offers from each of the Parties or to impose another resolution.

The decision of the arbitrator will be final and binding. The decision will have no precedential value.

It is anticipated this process will be used for determining issues regarding the number of days of Special Leave, however the Parties may agree to refer other disputes around special leave to the "Special Leave Arbitration" process.

CBC/CMG SPECIAL LEAVE REQUEST FORM

(To Be Completed by the Employee)

Name:		**Position:**	
Contact Information:		**Employee ID:**	
Department:		**Shift Schedule:**	
Reason for Leave:			
Number of Special Days (and Dates) Requested:			
Date of Return:			

For general Special Leave requests: complete Part A, for illness in the immediate family complete part B

PART A – GENERAL

Full details of request for leave:

Were there any other individuals or resources available to deal with the situation?

Were there any steps taken to date by you or friends or family to address/mitigate the situation? If yes, please explain.

Any other leave available (Annual Leave, Time in Lieu, Leave of Absence Without Pay)

CBC/CMG SPECIAL LEAVE REQUEST FORM

(To Be Completed by the Employee)

PART B – ILLNESS IN THE FAMILY

Full details of request for leave:		
Relationship of ill family member to employee:		
Location of family member:		
Nature of care or support required:		
Date of illness/situation starting:		
Date illness/situation ended:		
Is this the first request associated with this problem?	Yes ☐	No ☐
Do you anticipate a need for a second or subsequent related to this problem?	Yes ☐	No ☐
Who normally provides care?		
Was any supporting documentation provided?		
If not, will there be any supporting documentation provided and by what date?		
Other available family members to provide care/support:		
Were any efforts made to find alternative care (provide details E.g. list who was contacted and at what time):		
Other non-family members who are available to provide care/support:		
Does any other family member work for the Canadian Broadcasting Corporation?	Yes ☐	No ☐
If so, name and department:		
Any other leave available? (Annual, Time in Lieu, Leave Without Pay, etc.)		

Additional information:

Employee Signature _____ Manager Signature _____ Number of Days Authorized _____

Version 4
Last Updated: January 7, 2013

APPENDIX O: LTD AND ANNUAL LEAVE

1) Once an employee has been on LTD for a period of two years, the CBC will be permitted to pay out their Annual Leave bank in the amount that is in excess to the employee's current yearly entitlement under the Collective Agreement.

    A) For example: an employee with 4 weeks of Annual Leave entitlement under the Collective Agreement (at the time they reach 2 years of receiving LTD Benefits) will have all their Annual Leave bank paid out except for 4 weeks.

2) Once an employee has been on LTD for a period of 3 years, the CBC will be permitted to pay out all of the employee's Annual Leave bank with the exception of 10 days for those who owe the May 1998 advance.

3) The payment will happen during the April/May or October time frame following the employee meeting the 2 year or 3 year threshold.

4) The CBC agrees to be flexible with individual cases where it appears the employee may be returning to work and a return date has been identified.

5) In the event an employee returns to work from LTD and has no accumulated Annual Leave available, the employee will be entitled to apply for Leave without Pay subject to approval of their Manager.

Signed this 28th day of February, 2013.

For the Corporation:	For the Union:
Ron Ouellette	Dan Oldfield
Director, Industrial Relations CBC	Senior Staff Representative CMG

APPENDIX P: CORPORATION POLICIES

If there are new or amended policies which would provide a lesser financial benefit that replace the policies formerly annexed to the 2001-2004 Unit 1 and/or 3 Collective Agreements, then the portion of the old policy will apply unless a transition to the new policy is negotiated.

APPENDIX Q: GRIEVANCE FORM

GRIEVANCE

Location and Grievance Number

Name of grievant		Date of incident	
Supervisor involved		Date of discussion with supervisor/manager	
Department			

Dispute Resolution Process (DRP) Information

Article Number(s) Involved

Grievance Information

Issue/incident giving rise to the grievance

(If statement of facts from Dispute Resolution Process is not attached, provide all necessary details including dates, times, names of individuals involved, etc. If necessary, attach additional page)

Specific remedy sought.

(Provide as much detail possible).

Grievor(s) Signature	Date
Union Representative Signature	Date

APPENDIX R:DISPUTE RESOLUTION AND GRIEVANCE PROCEDURES – SUMMARY AND STATUS FORM

Dispute Resolution and Grievance Procedure

Summary and Status Form

A. THE GRIEVANCE *(attach copy of grievance)*

B. FACTS

1. Date, time and place of incident or circumstances giving rise to the complaint:

2. Description of incident / circumstances:

(The description should include names of persons directly involved and identify witnesses, where applicable. If there is a relevant document that will assist in the description of the incident / circumstances, that document should be attached).

C. DETAILS / RESULT OF LOCAL LEVEL PROCESS

Date of local grievance meeting: _____ Brief description of discussion / result:

Union's Position:

Management's Position:

Details of settlement options considered (including party's response to any settlement offer(s)):

Result of local grievance process:

(a) Grievance withdrawn or settled: Yes ☐ No ☐	(b) Grievance referred to informal dispute resolution: Yes ☐ No ☐	(c) Grievance referred to national level: Yes ☐ No ☐
(d) Other (explain):		
Signed at: (location)		Date:

For the Union: For Management:

APPENDIX S: LANGUAGE REGARDING PROTECTED STATUS

Note: This appendix only includes language which offers unique rights for protected employees carried over from the previous Collective Agreements. Where not specified the staff reduction language was the same as for non-protected employees. It is not the intent to change rights afforded protected employees from the previous agreements except where this language refers to qualifications Article 46 will apply. All references to Article 46 refers to the current Collective Agreement. All other references to Articles refer to the 2001-2004 Collective Agreement.

Unit 1

118.10
The Parties recognize that employees who previously had "protected status" in accordance with the requirements of the NABET and CUPE Collective Agreements, and who were included in this unit through a ruling of the Canada Labour Relations Board, will be given the following rights for the life of this Collective Agreement.

If the position they occupy is declared redundant, they will have the right to displace a more junior employee as per Article 46, subject to the "protected" employee having the demonstrated ability and qualifications to perform the duties of the junior person. If no displacement is available, the employer will offer available vacancies to the "protected" employee at the same or lower level and the posting provisions shall not apply. If the "protected" employee refuses to displace or refuses a vacancy, he/she will be laid off and given four (4) weeks pay for each year of continuous service. Due to the fact a refusal of employment has occurred, re-employment rights as outlined in Article 46 will not be given. If no displacement is available or if no position is found for the "protected" employee, he/she will be laid off and given four (4) weeks pay for each year of continuous service. He/she will have re-employment rights in accordance with Article 46.

Note: Article 46 refers to the "normal" displacement process. Article 46 refers to the "normal" recall language. Neither article offered a protected employee enhanced rights.

Unit 2

Protected Status

38.2

No employee, as defined in Article 3, who was on staff as of December 1, 1983 and is still an employee as of the date of the signing of this Agreement will be laid off, separated or suffer a reduction in salary during the term of this Agreement because of a reduction of staff except where an employee with Protected Status:

i. refuses to be transferred to a vacant position within the bargaining unit, in the employee's location or region, (as defined in Article 46) or to any other location in the Corporation where there is a vacant position in the bargaining unit for which the employee possesses the occupational qualifications for the job as described in the selection criteria, with reasonable assistance to be provided, or

ii. refuses to bump another employee in the bargaining unit at the employee's location or in any other location in the region in a position, for which the employee possesses the occupational qualifications for the job as described in the selection criteria, with reasonable assistance to be provided, following the procedures outlined in Article 38.2.1, or

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

iv. refuses to accept a forced bump of another bargaining unit employee designated by the Corporation in any region in Canada starting at the adjacent region(s), the employee will be laid-off from the Corporation in accordance with Article 38.2.2.

38.2.1

Redeployment and bumping shall first be made in order of Corporation

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

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

38.2.2
If a protected employee is laid-off in accordance with Article 38.2, Article 40.8, Article 41.7, the protected employee shall receive at least four (4) weeks notice of separation or four (4) weeks pay in lieu of notice of separation and a separation allowance in a lump sum equal to one (1) weeks pay for each three (3) months of service or major portion thereof with the Corporation to a maximum amount equal to twenty-four (24) months salary and will be separated from employment with the Corporation without recall rights.

38.2.2.1
It is understood that where no forced bump is available anywhere within the Corporation, the employee will be laid off and shall receive four (4) weeks notice of separation or four (4) weeks pay in lieu of notice of separation and separation allowance in a lump sum equal to

one (1) weeks pay for each three (3) months of service or major portion thereof with the Corporation to a maximum amount equal to twenty-four (24) months salary and will have right of recall for fifteen (15) months.

38.2.3

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

38.2.3.1

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

Trial Period

38.4.1.1

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

Note: Article 40.8 and 41.7 deal with lay off under Technological Change and Contracting Out

Unit 3

PROTECTED STATUS

312.2

No employee, as defined in Article 2, who was on staff as of December 1, 1983 and is still an employee as of the date of the signing of this Agreement will be laid off, separated or suffer a reduction in salary during the term of this Agreement because of a reduction of staff except where an employee with Protected Status:

i. refuses to be transferred to a vacant position within the bargaining unit, in his/her location or region, (as defined in

Article 46) or to any other location in the Corporation where there is a vacant position in the bargaining unit for which s/he possesses the basic occupational qualifications for the job as described in the selection criteria, with reasonable assistance and/or training to be provided, or

ii. refuses to bump another employee in the bargaining unit at his/her location or in any other location in the region in a position, for which s/he possesses the basic occupational qualifications for the job as described in the selection criteria, with reasonable assistance to be provided, following the procedures outlined in Article 312.2.1, or

iii. refuses temporary employment in a position, for which s/he possesses the basic occupational qualifications for the job as described in the selection criteria, in the location involved,

iv. refuses to accept a forced bump of another bargaining unit employee designated by the Corporation in any region in Canada starting at the adjacent region(s), the employee will be laid-off from the Corporation in accordance with Article 312.2.2.

312.2.1.

Redeployment and bumping shall first be made in order of Corporation seniority in accordance with the process outlined below. However, no employee is to be bumped by an employee with more Corporation seniority unless the latter possesses the basic occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. No employee is to be redeployed to a vacant position unless s/he possesses the basic occupational qualifications as described in the selection criteria with reasonable assistance and/or training within the trial period to adjust to the other position. Redeployment and bumping will occur in the bargaining unit in the following order:

312.2.1.1

i) Redeployment to a vacant position in his/her same salary group or, if no such position is available, bumping the most junior person in his/her same salary group for whose job the

affected employee possesses the basic occupational requirements.

ii) If necessary, redeployment to a vacant position in the next lowest salary group or, if no such position is available, bumping the most junior person in the next lowest salary group for whose job the affected employee possesses the basic occupational requirements.

iii) If necessary, step ii will be repeated for each successive salary group.

The process of identifying the most junior employee for whose job the affected employee possesses the basic occupational requirements commences with the employee with the least amount of seniority and progresses upwards. The steps in i), ii) and iii) above will be carried out (a) first for the Location in which the employee works; and (b) then, if necessary, for the Region in which the employee works. If an employee is not placed into a position as per Article 312.2.1.1 above, s/he will be redeployed to a vacant position in the bargaining unit in any other location in the Corporation starting with the adjacent region(s).

312.2.1.3
If an employee is not placed into a position as per Articles 312.2.1.1 or 312.2.1.2 above; s/he may be subject to a forced bump to any location in the Corporation, at the Corporation's discretion, starting at the adjacent region(s).

312.2.2
If a protected employee is laid-off in accordance with Article 312.2, Article 312.9, and Article 304.16, s/he shall receive at least four (4) weeks notice of separation or four (4) weeks pay in lieu of notice of separation and a separation allowance in a lump sum equal to one (1) weeks pay for each three (3) months of service or major portion thereof with the Corporation to a maximum amount equal to twenty-four (24) months salary and will be deemed to have been separated from their employment with the Corporation.

312.2.2.1
It is understood that where no forced bump is available anywhere

within the Corporation, the employee will be laid off and shall receive four (4) weeks notice of separation or four (4) weeks pay in lieu of notice of separation and separation allowance in a lump sum equal to one (1) weeks pay for each three (3) months of service or major portion thereof with the Corporation to a maximum amount equal to twenty-four (24) months salary and will have right of recall for fifteen (15) months.

312.2.3

i) Any protected employee who has resigned from their employment, who has been separated from the Corporation or who no longer has recall rights and is subsequently re-hired by the Corporation, will have lost their protected status.

ii) Any employee on layoff who is recalled into a lower classification will be paid no less a rate of pay than that which they were earning when they were laid off.

312.2.3.1

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

Trial Period

312.4.1.1

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

Note: Article 312.9 and 304.16 deal with lay off under Technological Change and Contracting Out

APPENDIX T: ENGAGEMENT OF EMPLOYEES ON CONTRACT

Statement of Principles:

Permanent employment is the predominant mode of employment under this Collective Agreement.

Normally no classification may be hired entirely as contract.

Contract employment is a valid part of the employment model to permit management flexibility, but under defined conditions.

All contract opportunities are to be posted and any current employees, regardless of employment status, may apply and will be considered if they meet the qualifications of the job posted.

When a permanent employee fills a contract opportunity for a project, the employee will be considered to be on secondment and will have the right to return to his/her base job when the project is complete.

When a permanent employee fills an ongoing contract opportunity as per the "specific circumstances" classifications in Schedule "A" of this Appendix the position will be considered to be permanent.

Should the Corporation decide to convert a position filled by a contract employee to a permanent position prior to the contract employee's four-year conversion date, the position will be posted.

The Corporation may utilize part time contract employment. In such cases, the contract shall count as one against the 9.5%+80 cap.

Projects:

The Corporation may hire on contract in any classification where work is of a defined project nature that will not support continuing employment - in other words, work with a clear start and end date. Contract employees will not be hired to work on a project to avoid

filling a vacancy for a permanent job or to eliminate or displace permanent employees.

A project is an undertaking of a clearly defined nature and period of time. Projects are for programming development or business development or technical/IT development and/or installations.

Contract employment may also be used for programming projects that have defined funding and where work is not continuous throughout the year. Examples include the "Living in..." programs that have six months of funding per year or "Test the Nation" which has four episodes per year.

It is agreed that the Corporation will provide the Union with all details of a project in advance of its implementation. (i.e. duration, location, number of employees, purpose, etc.)

The Parties agree that in some circumstances, there may be a need to extend a project's duration. Any extensions will be discussed between the Parties.

When it is recognized that a project has transitioned to ongoing work for the foreseeable future, the positions will be converted to either permanent, or contract under the terms and conditions laid out in "Specific Circumstances Contract Employment" below. These positions will be posted.

Specific Circumstances Contract Employment

In a limited number of classifications (see Schedule A) contract employees may also be used under specific circumstances related to on-air personality, or to expertise, specialty or key creative skills not available in house.

In all such cases of contract hires clear rationale will be provided consistent with the identified specific circumstances.

In reporter family classifications, the predominance of employees will be permanent. These classifications may be contract if they meet the on-air personality or expertise/specialty definitions.

In producer family classifications overall, the majority (i.e. more than 50%) of employees will be permanent.

In producer family classifications in news and current affairs, the predominance of employees will be permanent. Current usage of contract in these classifications in news and current affairs will be used as a guideline. (See Schedule B of this Appendix)

These classifications in news/current affairs may be contract if they meet the expertise/specialty or key creative definitions.

For employees hired in the reporter and producer family classifications for work in news and current affairs, a contract may be terminated early only for just cause or lack of work.

The Associate Producer classification is a key member of the producer family. The Parties recognize and agree that, given that the numbers of persons on contract in this classification must satisfy the producer family tests of majority, predominance, and current practice listed above, that the applicable "specific circumstances" defined below will be used as a guideline, in this classification only. The Parties agree to discuss and resolve any difficulties this may cause in good faith. Current usage of contract in this classification will be used as a guideline. (See Schedule B)

Recognizing the developmental nature of the Editorial Assistant, Program Assistant (Radio and TV) and Technician/Announcer classifications, these positions may be hired as contract. (See definitions.)

Where there are no specific circumstances, contract employment will not be used in the "specific circumstances classifications."

Specific Circumstances Definitions:
On-air personality: A person hired under an on-air personality contract is someone who has clearly demonstrated a level of expertise and/or popularity in a market where he/she has an established profile. An established profile refers to someone who has become known and is therefore recognizable for his/her expertise or popularity – in short, a person around whom a promotional strategy would be built.

Expertise/specialty/skills not available in house: A person hired under this type of contract would have expertise in a specific subject area. This person would be able to hit the ground running and would bring a specialized body of knowledge, experience, skill set and/or contacts. This is not a developmental role. Examples might be meteorologists, crime reporters, business reporters, international affairs, etc.

Key creative: A person hired under this type of contract would provide the conceptual focus for a program and would have responsibility for defining and shaping the overall personality and tone of a program. He/she would supervise the program content and content providers. In the selection of personnel under this criterion, in-house employees will be considered.

Developmental: This type of contract is permitted in the Editorial Assistant, Program Assistant – Radio, Program Assistant - TV, and Technician/Announcer classifications. It is understood that people in these positions are being assessed for their potential future in the CBC.

Where there is no developmental intent, individuals will be hired as permanent in these classifications.

These contract employees must have a detailed development/work plan (which could include mentoring, opportunities for upgrade or secondment, job-shadowing, training, etc.) with a clear ongoing review process aimed at assessing skills and opportunities. This plan will be provided to the employee at the commencement of his/her contract. It is understood that all appropriate provisions of the Collective

Agreement will apply to any elements of the development plan (e.g. TUGS). The plan will be made available to the Union upon request.

Duration of contracts for this purpose will range between six months and two years. The exception is if there are specific reasons that are consistent with the developmental purpose, the contract can be extended for a period of up to a year after a discussion with the Union.

If the Corporation wishes to have the employee continue beyond two years, the employee will be converted to permanent status.

New Classifications

The Parties shall discuss newly created classifications in order to determine whether they are a "specific circumstances classification".

Continuous Service/Conversion:

Employees who are engaged on a combination of contract and temporary employment will each have a one-time only opportunity of converting to permanent status upon reaching four (4) years of continuous service. The combination of contract and temporary employment must be continuous. Furthermore, the last two (2) years of the four (4) year period must be contract employment. The Parties agree that this provision will not be applied retroactively and that periods of employment prior to the ratification of the renewal Collective Agreement will not be counted under this provision.

Individuals who the Union believes have been treated inappropriately by being hired on a combination of contract and temporary employment which has resulted in a defeat of the individual's right to conversion will have their cases referred to the agreed-upon contract dispute resolution process for resolution.

Transition/Implementation:

All existing contract employment will be examined to determine whether it meets the conditions of this Agreement.

Individuals who the Parties jointly agree have been treated inappropriately by being hired on a combination of contract and temporary employment which has resulted in a defeat of the individual's right to conversion will be converted to permanent status.

Contract employment that the Parties agree upon review meets the requirements for permanent status will be converted.

- These contracts will be allowed to run their course and a permanent position will be posted for each contract as it expires.
- A contract employee will be notified, according to the provisions of the Collective Agreement (30 days, 60 days, 90 days), that his/her contract is expiring and that the position will be posted and filled.
- If the contract employee who filled the position that is being reposted as permanent is the successful candidate for the permanent position, the Parties agree that no severance pay is required.
- Individuals who have entered the fourth year of their contract employment will be converted to permanent status. These positions will not be posted.
- A contract employee who has more than four years of employment in the same position and has refused the one-time opportunity to convert to permanent status and who wishes to remain on contract, despite the work being determined to meet the requirements for permanent status, will be grandfathered as a contract employee. However the work will be identified as permanent and when the contract employee ceases to be employed at the CBC, the work will then be posted and filled as permanent.

The existing contract committee will be responsible for addressing all aspects of the transition and implementation processes.

Transition and implementation of this Agreement will take effect upon ratification of the Collective Agreement.

Monitoring/Resolution:

It is agreed that the National Joint Committee will be responsible for monitoring the implementation and ongoing administration of this Agreement.

Any disputes, not resolved at the National Joint Committee, regarding the interpretation or administration of this Agreement or disputes that arise out of the transition/implementation process or the application of this Agreement to individual cases shall be referred to a dispute resolution process to be determined. The Parties agree to adopt the model of dispute resolution developed in the Workforce Adjustment committee negotiations.

Schedule "A"

Classification	Band
Editorial Assistant	1
Program Assistant – Radio	1
Program Assistant – TV	1
Technician/Announcer	2
Researcher	3
Designer	4
Associate Promo Producer	5
Advertising and Layout Artist	6
Announcer	6
Associate Art Director	6
Senior Researcher	6
Associate Producer	7
Account Manager	8
Reporter/Editor	8
Senior Designer	8
Videographer	8
Announcer Operator	9
News Editor Presenter	9
National Account Manager	10
Promo Producer/Director	10
Provincial Affairs Reporter	10
Senior Communications Officer	10
Senior Writer	10
Video Producer	10
Video-Journalist	10
Art Director	11
Host	11
Director	12
Senior Reporter	12
Producer	12
Producer/Recording Engineer	12
Senior Host	12

Producer - National Line-Up & Assignment	13
Production Designer	13
Executive Producer	13 EP
Senior Producer	13 SP

Schedule "B"

Percentage of "Producer Family" Jobs in News and Current Affairs
Based on August 31, 2008 establishment list.

Producer
Contract: 33 Total Permanent: 518
6.3%

AP
Contract: 26 Total Permanent: 90
28.8%

National Lineup
Contract: 0 Total: 22
0%

Video Producer
Contract: 0 Total: 8
0%

Contract Total: 59
Total Permanent Producers in News and CA: 638

"Producer Family" in News and CA: 9.2%

Percentage of Associate Producer contractual jobs
Based on August 31, 2008 establishment list

AP

Contract 77 Permanent 115
33.6% of AP population

APPENDIX U: TEMPORARY EMPLOYEES

Guiding Principles:

If it's ongoing work the position will be posted and filled on a permanent or contract basis.

Temporary employees are primarily for backfill.

Temporary employees will normally be engaged to fill positions occupied by permanent full time or part time employees who are on leave from the workplace for a variety of reasons (e.g., approved leaves, absences and secondments).

Temporary employees may be used in a period where a posting of a vacant position is in process or is being assessed (e.g. because "job design" may be in flux) – both should have a reasonable time limit (6 months). There may be exceptions which will be discussed with the Union.

Temporary employees can be hired in addition to existing staff for the purpose of dealing with a "special situation" requiring the additional resources and/or unique skills not readily available within the normal staff complement, for a defined period of time. (e.g., elections, major sporting events, program development projects, etc.) In other words, where there is no "special situation" additional temporary employees should not be engaged. It is recognized that the term "special situation" could refer to other projects or activities not necessarily of the same major scope as an elections or Olympics. These "special situations" may refer to events of regional or local significance requiring exceptional coverage. However, efforts should be made to ensure the term "special situation(s)" is not undermined by broadening its intent. Such situations should be unique and not a regular part of the daily business.

Any time limits described in this document are to be respected under normal conditions. It is acknowledged that from time to time there may

be unique conditions and in such cases, the Parties agree to consult each other.

Terms such as "special situation(s)" and "excessive work" will mean those unusual or unique situations beyond the normal work demands.

In situations where the volume or pattern of work has resulted in an increased demand for ongoing full time or part time work, temporary employees will not be engaged to perform such work.

Where it is recognized a temporary vacancy is longer than 13 weeks, temp employees will normally be hired for the duration of a vacancy – a process would also apply in chain-of-backfill situations.

For clarity, a chain-of-backfill refers to those situations where more than one permanent employee is being moved to a new assignment and where those changes involve the engagement of a temporary employee.

Programme, Project and Professional Development:

Temporary employees can be hired to backfill existing permanent full time or part time employees who are seconded or temporarily re-assigned for the purpose of professional development in an enterprise outside his/her normal duties such as programme or project development (e.g., Radio's 2008 summer schedule). Such situations should have a specific duration (normally 1 year) and be followed by a review process.

Temporary employees can also be hired as a direct part of the programme development process. Such situations should have a specific duration. (Less than 13 weeks or maximum of six months).

Temporary employees can be hired for programmes/projects that run less than 13 weeks.

APPENDIX V: PMSD

Definitions:

PMSD is a process, not an event. It operates as a continuous cycle.

Performance Management:
Performance management is a collaborative process that requires a shared commitment to high performance. It is a process that both raises the quality of the work and benefits the employee.

The process must clearly outline what is expected of the employee and his/her place in the organization. It must also recognize an employee's value as an individual as well as the value of his/her performance.

Performance management will be used to guide the employee's professional development through a series of conversations and a formal process that both encourage and support the employee in achieving his/her highest potential. This will be accomplished through honest objective setting, an open dialogue and ongoing feedback.

Staff Development:
Staff development is a multi-faceted process intended to motivate employees, recognize their contributions to the organization and enhance job satisfaction. It also enhances overall job performance and broadens an employee's skills and experience in the context of organizational needs. It is used to assist employees identify career paths and develop mutually agreed-upon plans.

The goal of staff development is to maximize the value of each employee's contribution to the future of the CBC. Staff development is expected to evolve over the course of an employee's career.

Staff development opportunities may include but are not limited to:

- Training
- Assignments to stretch or challenge
- Secondments
- Project work

- Sabbaticals
- Financial support for outside learning
- Self-directed learning
- Job shadowing
- Mentoring, taking advantage of the knowledge and experience of senior employees
- New or additional responsibility
- Conferences, subscriptions, e-learning
- Informal time off arrangements for learning activities, either in house or outside the organization
- Team learning
- Job exchanges

The following examples are intended as guidelines to assist in determining what is and is not appropriate for the PMSD process. They are not meant to encompass all eventualities. It is understood that real-life situations will be considered carefully and that there may be overlap between processes.

Scenario 1: An employee is behaving badly in a meeting.
Immediate action and correction is required. This is not about performance, it's about behaviour. Therefore the conversation will take place outside the PMSD process.

Scenario 2: The meeting is ineffective.
This could well be addressed during PMSD, although it is expected that a problem of this nature would also be addressed in a timely fashion. The discussion would be framed in a positive manner and would focus on how to improve the meeting and what supports were needed.

Scenario 3: An employee is not performing at the level required for the job.
Assuming this is not deliberate, the problem might be first identified in the PMSD process, then move to Improvement Plan if deemed appropriate. The PMSD process would be suspended until completion of the Improvement Plan.

Scenario 4: The employee engages in deliberately unacceptable behaviour.
If this is culpable behaviour, the discipline process is engaged. This is not part of the PMSD process and PMSD will not take place until the matter is resolved.

Scenario 5: An employee has gone off track from the original agreed-upon objectives.
Assuming this is the result of either changing priorities or a misunderstanding of what was intended, this matter would be addressed within the PMSD process, most likely as a mid-term realignment.

Additional information and materials related to PMSD may be found on the employee portal, IO, on the Talent Management System or through an employee's supervisor/manager.

Remedial Actions arising from this Agreement:

1. The Parties will jointly undertake to communicate the purpose and definition of PMSD and its importance to the organization and to the employee. The communiqué will frankly acknowledge the current shortcomings of the process and will outline the steps to be taken.

2. The National PMSD Committee will explore and develop a method for monitoring the quality of the PMSD dialogue. It will seek input at the local level. The existing auditing process will be examined to see if it is the appropriate vehicle for this action.

3. The Parties acknowledge the large in-house resource of knowledge and experience and will recommend to the National PMSD Committee that it explore ways to make effective use of this resource in the context of staff development. With limited resources, this may assist in providing staff development opportunities.

4. The Parties will jointly review the "Ready to Lead" program and the "Difficult Conversations" training and any other similar training programs to ensure that they are consistent with this Agreement.

APPENDIX W: TEMPORARY UPGRADES/TEMPORARY PROMOTIONS

A Temporary Upgrade/Temporary Promotion will normally be for the purpose of filling a higher classification left vacant by the temporary re-assignment/deployment of the incumbent;

Such a Temporary Upgrade will be for an identified and reasonable period of time (normally up to 12 months);

Temporary Upgrades/Temporary Promotions may in some circumstances (e.g.: succession planning) be for the purpose of employee development where no higher position exists but again only for an identified and defined period (normally up to 12 months);

The Parties will discuss and agree to any unusual circumstances involving upgrades.

To be clear, using a Temporary Upgrades/Temporary Promotion to avoid filling a vacancy is inappropriate.

APPENDIX X: LEAVE WITHOUT PAY PRINCIPLES

- Leave without pay is a valuable tool for work-life balance.
- Management must make reasonable efforts to accommodate an employee request.
- Operational needs of CBC must be considered when weighing leave requests.
- Approval of leave without pay could be affected by factors such as the time of the production year i.e. a major ratings period or when other employees in the unit are away.
- Leave approval can also be affected by management's reasonable ability to replace the individual.
- Leave requests are not automatically granted.
- Leave can be for a broad range of reasons including professional development, education advancement or providing work-life balance.
- The replacement arrangements should not incur significant costs to CBC for travel, training and so on.
- The employee must clearly articulate their intentions for the leave, especially when it relates to industry related activities in accordance with Article 12 (Outside Activities).
- In general, the leave should not be extended or reduced. The time should be taken as it is approved subject to extenuating circumstances.
- The employee should be provided with written confirmation of the leave period and the agreed-upon return-to-work date.
- If the leave includes work at another CBC location, there needs to be written approval from managers in both locations.
- Normally, commencement of the leave would start eight weeks after being requested for a job requiring posting. For positions that don't require posting, the request must be made at least four weeks prior to the leave.
- There may be exceptions to the above principle based on personal emergencies.
- Managers must respond to the leave request within two weeks.

- It should be the intention of the employee to return to their job when the leave is over.
- The use of the unpaid leave can't result in a carry-over of annual leave.

If management has multiple requests that cause operational problems, seniority will be the deciding factor except where the senior employee has been granted leave in the previous three years.

LETTERS OF AGREEMENT

LETTER OF AGREEMENT: FREELANCE CONTRIBUTORS

The Corporation appreciates the value, richness and diversity of voice Freelance Contributors bring to the CBC.

The Parties agree to create a Joint Committee, with representatives from the freelance community, to review the current Freelance Contributor language with the intent to simplify and modernize this Article of the Collective Agreement with particular focus on the categories and scales identified in Article 30.5.9.

The Committee will research, consider and is mandated to make recommendations for final approval based on CBC's fiscal reality.

The topics for discussion will include:

- Categories of engagement;
- Modernize scales;
- Examine and research CBC's use of freelance contributors, assess the feasibility of recognizing individual experience and contribution to the Corporation,
- Review the terms of the current Freelance Guide.

The Committee will be co-chaired and consist of no more than four individuals from each of the Union and the Corporation. The Parties are committed to meet within the first six months of this Agreement.

Dated this 21st day of November, 2013.

For the Corporation:	For the Union:
_____	_____
Ron Ouellette	Glenn Gray
Director, Industrial Relations CBC	Staff Representative CMG

LETTER OF AGREEMENT: FOREIGN BUREAUS

The Parties agree that there is a mutual interest to meet and discuss many aspects of Foreign Bureaus and Foreign Correspondents including compensation, staffing, Collective Agreement language and various other issues.

Therefore, the Parties agree to hold an initial meeting to begin discussions within 90 (ninety) days of the signing of this Letter of Agreement and to schedule additional meetings to continue discussions.

Dated this 21st day of November, 2013.

For the Corporation:	For the Union:
Ron Ouellette	Glenn Gray
Director, Industrial Relations CBC	Staff Representative CMG

LETTER OF AGREEMENT: MAINTENANCE AND IT COMPENSATION REVIEW

The Parties agree to a joint review of compensation for maintenance and IT classifications.

The purpose of such review is to identify and make recommendations to address any market condition deficit subject to available funding.

The Parties agree to complete the above by December 1, 2009.

Dated this 21st day of November, 2013.

For the Corporation:	For the Union:
Ron Ouellette	Glenn Gray
Director, Industrial Relations CBC	Staff Representative CMG

LETTER OF AGREEMENT: EMPLOYMENT EQUITY AND DIVERSITY IN THE WORKPLACE – ARTICLE 9

The Parties acknowledge that the Joint Employment Equity Committee should meet on a regular and consistent basis.

Therefore, the Parties agree that a recommendation will be made to the Joint Employment Equity Committee to schedule, at their next meeting, all meetings for 2009 and to do so for all future years in the first meeting of each year.

Dated this 21st day of November, 2013.

For the Corporation:	For the Union:
Ron Ouellette	Glenn Gray
Director, Industrial Relations CBC	Staff Representative CMG

LETTER OF AGREEMENT: INFORMATION TO THE UNION – ARTICLE 20.5

The Parties acknowledge the Corporation shall provide CMG with access to personal and freelance contracts through the corporate contracting system and that the CMG is currently experiencing difficulties with accessing such system.

Therefore, the Corporation agrees to correct the difficulties experienced by the CMG in order to provide CMG with meaningful access to the contract database that would provide:

- Clear name, location and date of engagement(s)
- Searchable by name and location or date of contract
- Contract type
- Name of the file, not date document was scanned

Dated this 21st day of November, 2013.

For the Corporation:	For the Union:
_____	_____
Ron Ouellette	Glen Gray
Director, Industrial Relations CBC	Staff Representative CMG

LETTER OF AGREEMENT: UNION ACCESS – ARTICLE 21

The Corporation agrees to allow the CMG to hold its balloting process on the Toronto premise of the Corporation in an agreed area of the Atrium, subject to operational requirement. Outside of Toronto, the local management will determine the appropriate location for such balloting process.

The CMG agrees to conduct such balloting process in a non-disruptive manner and to obtain prior Corporation approval for the use of any flyer, banner, poster or sandwich board utilized in the balloting area.

The Parties also agree that the widespread posting of campaign posters in the workplace is unacceptable but that respectable and controlled posting is an integral part of the democratic process. In addition to the CMG designated boards, the Corporation and the CMG agree that a candidate may post 1 (one) of his/her letter size posters on a designated bulletin board(s) but that no such posters will be posted other than on a designated bulletin board(s). The repeated abuse of these posting provisions will permit the Corporation to terminate this Letter of Agreement.

Either Party may terminated this Letter of Agreement within 30 (thirty) days notice to the other Party.

Dated this 21st day of November, 2013.

For the Corporation:	For the Union:
Ron Ouellette	Glenn Gray
Director, Industrial Relations CBC	Staff Representative CMG

LETTER OF AGREEMENT: ENHANCED SEVERANCE

The Parties agree that the Workforce Adjustment provisions of the new Collective Agreement replace Article 46 (Staff Reduction) and Appendix S (Interim Staff Reduction Procedures) of the 2004-2009 Collective Agreement, in their entirety.

It is the intent of the Parties to no longer provide enhanced severance to employees affected by the Introduction of New Work Methods, Technological Change, Sale of Business and Contracting Out, nor to employees who had a greater entitlement to severance under the former CEP (Unit 2) Collective Agreement(s).

Severance (i.e. lay off pay) provisions in the new Workforce Adjustment article apply to all employees affected by workforce adjustment with the exception of "protected employees" who will maintain their previous entitlements.

Dated this 21st day of November, 2013.

For the Corporation:	For the Union:
_____	_____
Ron Ouellette	Glenn Gray
Director, Industrial Relations CBC	Staff Representative CMG

LETTER OF AGREEMENT: INTERIM PROCEDURES, MAINTENANCE CAREER STRUCTURE

Group 8 Technicians connected with the Maintenance Career Structure in its initial implementation in 1979 will continue to be treated in accordance with a side letter to the Agreement the contents of which appeared as item (c) in the Letter of Understanding on the Structure signed August 1980.

For the Corporation:	For the Union:
Ron Ouellette	Glenn Gray
Director, Industrial Relations CBC	Staff Representative CMG

LETTER OF AGREEMENT: SALES COMMISSION PLAN AND TARGETS

It is agreed that the Sales Commission Plan and targets are at management's discretion.

It is also agreed that commissions and targets will be established and administered in a reasonable manner consistent with market conditions and considerations. The Corporation agrees to consult with employees, consistent with current practice, in regards to target setting.

Dated this 21st day of November, 2013.

For the Corporation:	For the Union:
Ron Ouellette	Glenn Gray
Director, Industrial Relations CBC	Staff Representative CMG

LETTER OF AGREEMENT: HEALTH CARE COSTS AND HEALTH AND WELLNESS IN THE WORKPLACE

CBC and the CMG are concerned about health and wellness in the workplace and the rising costs of health care coverage. As a result, it is understood and accepted by the Parties that the work being undertaken by the Consultative Committee on Staff Benefits and the associated Working Group on Employee Health Care in the health care plan, disability management, employee wellness and work environment, including musculoskeletal injuries, may result in changes in the associated terms and conditions of this Collective Agreement. Such changes will only be made by mutual agreement through the agreed upon processes of the Committee and/or Working Group, consistent with the powers and authority of the Consultative Committee on Staff Benefits.

For the Corporation:	For the Union:
Ron Ouellette	Glenn Gray
Director, Industrial Relations CBC	Staff Representative CMG

LETTER OF AGREEMENT: PENSION SURPLUS SHARING AND COST MANAGEMENT UNDER THE SUPPLEMENTARY HEALTH CARE PLAN

The Parties acknowledge and agree that they are bound by the Memorandum of Agreement and its terms and conditions, including the arbitration provisions.

For purposes of clarity, all issues regarding interpretation, application or compliance of the Memorandum of Agreement shall only be arbitrated under the arbitration provisions of the Memorandum of Agreement and cannot be grieved or arbitrated under the Collective Agreement.

For the Corporation:	For the Union:
Ron Ouellette	Glenn Gray
Director, Industrial Relations CBC	Staff Representative CMG

LETTER OF AGREEMENT: APPENDIX L: BILINGUAL PREMIUMS

The Parties acknowledge that Appendix L: Bilingual Premium of the 2004-2009 Collective Agreement was removed from the 2009-2014 Collective Agreement because there were no employees receiving the Bilingual Premium.

Despite the above, the Parties agree that if it is determined that an employee is entitled to the Bilingual Premium under the conditions of Appendix L, such premium will be paid and continued in accordance with the Appendix.

The text of old Appendix L is:

> The Parties agree that the bilingual premium is no longer paid. However, employees within the former CMG Unit 3 bargaining unit who, at the time of signing of this Agreement, currently receive the premium will continue to receive it while they occupy an existing designated position. The Corporation agrees to provide the Union with a list of those positions/employees upon signing of the agreement.

Dated this 21st day of November, 2013.

For the Corporation:	For the Union:
Ron Ouellette	Glenn Gray
Director, Industrial Relations CBC	Staff Representative CMG

LETTER OF AGREEMENT: BROADCAST TECHNOLOGY CAREER STRUCTURE

The Parties agree to form a sub-committee of the National Joint Committee (NJC) to review the relevance of Article 56 (Broadcast Technology Career Structure) in today's world.

The Committee will provide recommendations to the NJC on all aspects of the structure, including but not limited to: job structure, career development and training.

Such review will be completed no later than October 31, 2014.

It is further agreed that recommendations adopted by the NJC may be implemented during the life of this Agreement and form part of the Collective Agreement.

Dated this 21st day of November, 2013.

For the Corporation:	For the Union:
Ron Ouellette	Glenn Gray
Director, Industrial Relations CBC	Staff Representative CMG

LETTER OF AGREEMENT: STATEMENT OF PRINCIPLES – ADDITIONAL REMUNERATION (AD REMS)

The Parties recognize that additional remuneration (Article 53.6) is provided under exceptional circumstances.

It is a key tool for the Corporation to attract and retain employees in order to remain competitive. Ad rems are also a means of recognizing special or exceptional contributions, expertise and assignments. Ad rems are paid, reviewed and negotiated at the Corporation's discretion. It is recognized that the Corporation is responsible for managing resources and expectations, and is ultimately accountable for the allocation of ad rems.

Ad rems are of limited duration or are given in the form of lump sum payments. They are not automatically renewed: they are not to exceed the length of the employment contract (for contract employees) or 12 months (for regular employees). Written and reasonable notice of discontinuation will be provided to the employee.

The ad rem process will be managed based on the following principles:

- Fairness and consistency
- Transparency in communication both to employees and the Union
- To ensure employees understand the process and criteria
- To ensure that the reason for providing the ad rem is communicated to the employee and the Union

Employees may consult the Union for guidance in navigating the process and negotiating the ad rem.

These principles do not apply to overtime buyouts.

Dated this 21st day of November, 2013.

For the Corporation:	For the Union:
Ron Ouellette	Glenn Gray
Director, Industrial Relations CBC	Staff Representative CMG

FOR THE CANADIAN BROADCASTING CORPORATION	FOR THE CANADIAN MEDIA GUILD
Ron Ouellette	Glenn Gray
John Bertrand	Michael D`Souza
Chris Boyce	Wil Fundal
Catherine Gregory	Allan Gofenko
Hugo Hotte	Elaine Janes
Brigid Lumholst-Smith	Marc-Philippe Laurin
Monique Marcotte	Marianne Malo-Chenard
Susan Marjetti	Harry Mesh
Fred Mattocks	Dan Oldfield
Jennifer McGuire	
Shelly M. Patel	
Rob Renaud	
Todd Spencer	
Jonathan Whitten	

Hubert T. Lacroix
President and CEO
CBC/Radio-Canada

Roula Zaarour
Vice-President, People & Culture

Louis Lalande
Executive Vice-President, French Services

Heather Conway
Vice-President, English Services

Carmel Smyth
President
Canadian Media Guild

Tab B

This is Exhibit "B" referred to in the affidavit of Ron Ouellette sworn before me, this 5th day of November 2014

A COMMISSIONER FOR TAKING AFFIDAVITS

GRIEVANCE

Location and Grievance Number

Name of grievor(s)	Jian Ghomeshi		
Supervisor / manager		With supervisor/manager	
Department	National Radio		

Dispute Resolution Process (DRP) Information

Date of 1st DRP meeting	Date of 2nd DRP meeting	Date of any additional meeting, if applicable
N/A	N/A	N/A

Is statement of facts from the Dispute Resolution Process attached? Yes ☐ No ☒ If No, explain

N/A

Article Number(s) Involved

1, 6,11, 27 and any other relevant Article and Human Rights Act

Grievance Information

Issue/incident giving rise to the grievance

(If statement of facts from Dispute Resolution Process is not attached, provide all necessary details including dates, times, names of individuals involved, etc. If necessary, attach additional page)

The CMG, on behalf of Jian Ghomeshi grieve a violation of the CMG/CBC Collective Agreement including, but not limited to, Article(s) 1, 6,11, 27 and any other relevant Article.

Specifically, the Corporation has terminated Mr. Ghomeshi without proper cause contrary to the terms and conditions of the collective agreement. Such unjust termination has damaged the reputation and livelihood of the member.

The Guild understands that Mr. Ghomeshi has filed a Statement of Claim (Superior Court of Justice, Court File No. CV 14 514942) against the Corporation alleging breach of confidence and defamation and claiming punitive, aggravated and exemplary damages. In the event, a court determines the claims made in the Statement of Claim are in the exclusive jurisdiction of a grievance arbitrator, the Guild asserts those claims in this Grievance.

Specific remedy sought

(Provide as much detail possible)

1) Acknowledge a violation of the Collective Agreement
2) Reinstate the member to his previous position without any loss of pay or benefits
3) Make the member whole in all respects
4) Any other remedy deemed appropriate by a third party.

Grievor(s) Signature	Date

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JIAN GHOMESHI and **THE CANADIAN BROADCASTING CORPORATION**

Plaintiff Defendant

Court File No. CV-14514942

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

AFFIDAVIT OF RON OUELLETTE
(SWORN NOVEMBER 5, 2014)

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Lawyers for the Defendant
13923295

JIAN GHOMESHI and **THE CANADIAN BROADCASTING CORPORATION**

Plaintiff Defendant

Court File No. CV-14514942

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

MOTION RECORD
(MOTION TO STAY OR DISMISS RETURNABLE ON A DATE TO BE FIXED BY THE COURT)

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Lawyers for the Defendant

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