

Collective Agreement

BETWEEN

Canadian
Broadcasting
Corporation (CBC)



AND

Syndicat
des communications
de Radio-Canada
(FNC-CSN)



Syndicat des
communications
de Radio-Canada
FNC-CSN

March 30, 2009 to September 30, 2012
effective October 13, 2009

The heart and soul of public broadcasting

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Section 1

DEFINITION OF BARGAINING UNIT

1.1

The Corporation recognizes the Syndicat des communications de Radio-Canada (FNC-CSN) as the sole bargaining agent for the employees comprised in the bargaining unit defined by the Canada Industrial Relations Board in its decision of July 28, 1995.

1.2

The Collective Agreement applies to foreign correspondents and to CBC/Radio-Canada employees in geographical locations throughout Quebec and in Moncton where the Corporation has broadcasting facilities or bureaus. In Quebec, employees assigned outside these geographical locations shall be regarded as reporting to the bureau that assigns them.

Section 2

DEFINITION OF EMPLOYEE

2.1

The term "employee," as used in this Agreement, means any person employed in one of the job classifications covered by this Collective Agreement or in a job or classification created subsequently, which the parties by mutual consent decide to include in the bargaining unit.

2.2

After the establishment of a new category/classification, if the parties do not manage to reach an agreement on its inclusion in the bargaining unit, or its exclusion, this may not become the cause of a grievance under this Agreement, but may be referred by either party to the Canada Industrial Relations Board.

Section 3

DEFINITIONS

For the purposes of the Collective Agreement,

- a) The terms "Corporation" and "Employer" refer to the Canadian Broadcasting Corporation.
- b) The terms "Unit," "bargaining unit," "bargaining agent," "SCRC" and "Union" refer to the Syndicat des communications de Radio-Canada (FNC-CSN).
- c) The term "parties" refers to the Canadian Broadcasting Corporation and the Syndicat des communications de Radio-Canada (FNC-CSN).

- d) The expression “component” means English Radio, French Radio, English Television, French Television, Radio Canada International and CBC North Quebec.
- e) The term “professional group” refers to:
 - i) on-air staff;
 - ii) production staff.
- f) The expression “current affairs programs” means daily programs analyzing news and events.
- g) The expression “full-time” designates employees who complete a normal work week.
- h) The expression “unit seniority” designates the length of continuous service in the bargaining unit since July 28, 1995, plus unit seniority accumulated immediately prior to that date by employees from the SEPOA, SJRC and SCFP units integrated into the SCRC unit by the July 28, 1995, decision.
- i) “Corporate seniority” is calculated from the last date of assuming duties with the Corporation.
- j) The expression “continuous service” means the hiring for at least thirty-nine (39) weeks per year, from one year to the next. The length of this continuous service corresponds, however, to the total duration of the various contracts.
- k) **The expression “home city” refers to the city where the term employee had worked the most days beyond 195 days at the time when the Collective Agreement of September 30, 2009, came into force.**
- l) **The expression “regular platform” refers to either Radio, Television or Internet and Digital Services where the term employee had worked the most days beyond 195 days at the time when the Collective Agreement of September 30, 2009, came into force.**

Section 4

OFFICIAL TEXT

4.1

The English and French versions of this Collective Agreement are considered to be official and of equal effect, except where there are differences of interpretation, in which case the two versions shall be reconciled to discover the parties' intentions.

Section 5

JURISDICTION

5.1

The Corporation recognizes the Syndicat des communications de Radio-Canada (FNC-CSN) as the sole bargaining agent for all on-air staff, and for all persons assigned mainly to program design, preparation, coordination and finalization duties, except for producers and supervisory staff, and staff regarded as supervisory, throughout Quebec and in Moncton, and foreign correspondents. Such staff is grouped within the duties described in section 34.

5.2

The Corporation assigns work of an identical or similar nature for Internet distribution to employees in the unit.

5.3

Notwithstanding section 5.1, the Corporation may assign these duties to:

- a) specialized persons or persons who are authorities in a particular field;
- b) Corporation employees not working in Quebec and Moncton, N.B., provided such work does not replace or displace employees belonging to the bargaining unit represented by the Syndicat des communications de Radio-Canada (FNC-CSN), and provided employees belonging to this Union can work outside Quebec and Moncton, N.B.;
- c) employees belonging to bargaining units represented by the AR, STARF and SCFP, provided the employees belonging to the SCRC can perform duties normally performed by the AR, STARF and SCFP bargaining units and provided such duties do not normally constitute the main functions of these employees;
- d) Chief news editors, associate chief editors and persons acting as supervisors, for purposes of editorial supervision or in an emergency.
- e) journalists from foreign media organizations, under an exchange between the Corporation and these media organizations.

5.4

It is further agreed that the Corporation may continue existing newsroom practices. Thus, by way of illustration but not of restriction, basic news and news audiovisual material may continue:

- a) to be obtained under contract;
- b) to be exchanged with other broadcasting organizations;
- c) to be obtained from other sources;
- d) to be provided by CBC/Radio-Canada affiliates, although CBC/Radio-Canada may also assign its own resources.

5.5.1

When the Corporation assigns employees to private or co-productions, it does so in accordance with the provisions herein and ensures that these employees continue to enjoy their rights and privileges as specified in the Collective Agreement.

5.5.2

In the interest of affording its employees as much job stability as possible, the Corporation agrees to promote the services of Corporation employees to private producers and all those involved in co-productions and in particular when renting its equipment and its studios.

Section 6

MANAGEMENT RIGHTS

6.1

It is recognized that the management of the Corporation, the control of its properties, the maintenance of order on its premises and the establishment of policies and standards governing its operations, are the sole responsibility of Management.

6.2

It is further recognized that, to conform with the intent of the Broadcasting Act, the Corporation has the right and responsibility to choose its objectives and determine its methods of operation, to determine the number of staff required to carry out its operations and to hire them, to apply appropriate methods of selecting them, to dismiss them for proper cause, to assign them, and to transfer, promote, or release employees because of lack of work, provided such action is taken in accordance with the provisions of the Agreement.

6.3

In the event of divergence, the provisions of this Agreement shall override the internal regulations of the Corporation.

6.4

The Corporation shall maintain the existing reading rooms and lounges on the premises and is prepared to consider proposals to address new needs.

Section 7

UNION DUES

7.1

During the term of this Agreement, the Corporation shall deduct, free of charge, from the pay of every employee covered by this Agreement the amount of the Union dues as set by the SCRC. Furthermore, the Corporation will abide by any change in the amount of the dues that may occur during the term of this Agreement.

7.2

However, the Union shall give the Corporation at least two (2) calendar months written notice of any change in the dues check-off.

7.3

The Union dues collected from salaries paid for one (1) month shall be remitted to the Union by the 20th of the next month. The Corporation shall attach a monthly computerized statement showing the names of all contributing employees and the amount of dues.

Section 8

ACCESS TO EMPLOYER'S PREMISES

8.1

The Corporation will, upon reasonable notification, permit access to its premises to the accredited representatives of the Union to enable them to observe whether the terms of this Agreement are being complied with.

8.2

The Corporation shall, upon request, provide the Union with meeting rooms when such premises are available.

8.3

At each location, the Corporation shall reserve bulletin boards for the Union in suitable spots, so that the Union can announce meetings, elections, negotiations, Union policies and positions, and information concerning the Union's business. The Union may also use other bulletin boards provided it obtains authorization from the local Human Resources officer or authorized representative.

Section 9

LEAVE FOR UNION ACTIVITIES

9.1

The Corporation shall grant leave of absence as follows:

- a) without pay to Union officers and designated representatives to attend Union conventions and meetings and Union or professional seminars;
- b) without pay to employees elected or appointed to any full-time Union office for the duration of their term of office up to a maximum of three (3) years. However, such leave shall be renewed upon receipt of a written request;
- c) without pay to representatives of the SCRC for Union business.

9.2

The number of employees absent in accordance with section 9.1 depends on operating requirements. Barring mutually agreed exceptions, employees shall submit their applications for leave for union activities in writing at least ten (10) working days prior, to their immediate supervisor.

9.3

Meetings between the parties as provided for in this Agreement, usually take place during working hours without loss of pay or leave for the Union representatives.

The number of representatives released without loss of pay or leave to take part in grievance committee meetings and mediation or conciliation sessions shall not exceed three (3) at a time. It shall not exceed six (6) at time for bargaining sessions. Barring mutually agreed exceptions, such applications for leave shall be submitted in writing at least ten (10) working days prior, to the immediate supervisor.

9.3.1

When employees are authorized to take leave without loss of pay for one of the reasons listed in section 9.3, and such leave coincides with one or more of their weekly days off, these employees shall be given the choice of taking one or more additional days off or pay, in compensation.

9.4

The Corporation shall maintain the salary of an employee who is granted leave without pay for a period of three (3) months or less. It shall deduct from the Union dues provided for under section 7.1 the amount of salary plus a percentage corresponding to the Corporation's contribution to the pension fund, health and employment insurance, **and the Quebec Parental Insurance Plan**. The provisions relating to accumulation of annual leave shall continue to apply.

The Corporation shall send the Union, along with the cheque for the union dues it has collected as provided for in this section, a statement of the leave concerned, with dates and names of recipients.

Section 10

JOINT COMMITTEE

10.1

At the request of either party, a joint committee meeting shall be called to examine issues of shared interest not covered by the provisions of the Collective Agreement or to examine problems arising from its application. Cross-skilling and multi-skilling are among the subjects that shall be discussed in such meetings, as well as deferred salary leave. The Corporation shall inform the Union of its plans before the committee meets.

The committee shall examine all elements pertaining to experimental multi-skilling and continuing multi-skilling, to ensure the process is observed and examine any disputes entailed, in accordance with the provisions of section 22.

10.2

The conclusions of the discussions of the joint committee do not commit the parties to amending the Collective Agreement without mutual consent.

10.3

The Committee is convened at the request of either party and it meets within thirty (30) days. The party convening the Committee indicates in writing what it wants to put on the Agenda.

10.4

Within ten (10) days preceding the meeting, the parties agree on a final agenda and mutually exchange their lists of representatives. There will be a maximum of five (5) representatives for each party, the Union representatives being released without loss of salary in accordance with the provisions of section 9.3.

Section 11

GRIEVANCE PROCEDURE

11.1

For the purpose of this Agreement, a grievance is any complaint, misunderstanding or dispute:

- a) relating to the application, interpretation or violation of this Agreement;
- b) relating to working conditions, whether or not such are clearly specified in the Collective Agreement.

11.2

The parties recognize that the *Canada Labour Code* entitles them to file a grievance concerning application of the provisions of the Collective Agreement. The same rights and remedies are available to any employee or to any group of employees. All grievances may be subject to consideration and adjustment as provided in this chapter.

The parties declare their firm intention to make every possible effort to resolve disputes diligently and satisfactorily in a timely manner.

To this end, the parties shall create a union-management committee responsible for overseeing the everyday application of the Collective Agreement including any matter that may lead to a dispute. The parties agree to meet at least once a month. The members of the committee shall include at most three (3) people from each party. The parties recognize that these people must have a decision-making role in their respective organization. The committee's conclusions and deliberations may alter the terms of the Collective Agreement with the parties' consent.

11.3 Complaint Management

Before filing a grievance, the grievor must request a formal meeting with the manager(s) to discuss the matter in dispute. This meeting shall be attended by a Union steward and an Industrial Relations representative or a representative duly authorized by Corporation Management.

The parties summoned to this meeting are to attempt to resolve the dispute in question by applying the Collective Agreement.

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

A grievance filed to the other party within the timeframe set out in article 11.4 cannot be rejected by the arbitrator for the sole reason that the procedure stipulated in the previous paragraph (11.3) was not respected.

Unless otherwise decided by the parties, any agreement reached as part of the complaint management process, may not be cited as a precedent. Similarly, any discussions or exchanges of information related to the complaint management must be limited to the object of the complaint and may not be prejudicial to the grievance procedure.

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

11.4 Filing of Grievance

When the parties are unable to reach an agreement under section 11.3, the employee or Union may file a grievance.

All grievances must be submitted in writing on the prescribed form, which is appended to this Agreement, within thirty (30) calendar days following the date of the incident giving rise to it or within thirty (30) calendar days following the date on which those concerned learned of said incident. All grievances shall be sent to the other party by email to Industrial Relations, to the manager in question and, if applicable, to local Human Resources in Moncton or Quebec City.

Corporation grievances shall be submitted to the Union Office.

The responding party shall confirm receipt of the grievance by email.

11.4.1

A technical error in the submission of the grievance shall not be sufficient grounds for cancellation.

11.5 Grievance Committee

The Grievance Committee hears any outstanding grievances. Grievances are discussed at the monthly meeting. The Union shall send the agenda 15 days before the meeting. Management may make additions within seven days of receipt. The Grievance Committee is charged with seeking a settlement to the grievance(s). The grievor, the Union grievance committee and any person designated by any of the parties may attend such meetings. However, the Corporation shall not be obliged to release more than three (3) of its employees with pay.

11.5.1

Grievance Committee meetings shall take place at the Corporation's offices in Montreal during regular working hours.

When a grievance occurs in a location other than Montreal, a first meeting with representatives of local Management shall take place at this location and the parties shall attempt to settle the grievance to their mutual satisfaction. Failing settlement of the grievances within fifteen (15) days following the request for the meeting, either party may request that a meeting be held in accordance with section 11.5.

The parties agree, that any settlement at said location shall be submitted for ratification to the Grievance Committee.

11.5.2

The parties may agree to leave one or more grievances pending until the next meeting or either party may submit the grievance to arbitration.

11.5.3

Should the two parties fail to reach a settlement during the grievance meeting and should the grievance not be left pending, either party may refer it to arbitration by a statement included in the minutes or by written notice filed with the other party within a period of fifteen (15) days following such meeting, failing which the grievance will be considered as having been withdrawn.

11.5.4

The Union shall be free to bring an outside adviser to meetings of the Grievance Committee.

11.5.5

Within thirty (30) days following signature of the Collective Agreement, the Union shall inform the Corporation in writing of the names of the persons to represent it for grievance purposes. Subsequently, the Union shall advise the Employer of any changes that may arise.

11.6 Arbitration requests

The parties may not submit a grievance to arbitration without a prior Grievance Committee meeting.

Grievances relating to disciplinary measures or terminations of employment, however, may be referred directly to arbitration without prior meetings as provided in sections 11.3 and 11.5.

During Grievance Committee meetings, the parties shall agree on what grievances shall be heard on arbitration dates.

The parties shall not schedule more than four first hearing days per month.

The parties agree that priority shall be given to grievances relating to disciplinary matters or terminations of employment in setting arbitration dates.

11.7 Mediation-Arbitration

By mutual agreement between the parties, a dispute may be submitted to a mediator-arbitrator who will attempt to help the parties reach a negotiated settlement. The parties may jointly choose an arbitrator whose name is not included in the agreed upon list of arbitrators but must do so within fifteen (15) business days of the grievance's referral to arbitration. Before the start of mediation, the parties shall agree on a protocol with the chosen mediator-arbitrator.

Representations will be made without lawyers in attendance.

The arbitrator must hear out the issue on the merits before rendering a decision on a preliminary objection, unless s/he can deal with the objection immediately; the arbitrator shall be required to justify his/her decision regarding the objection at a later date, upon receiving a written request from one of the parties.

11.8 Expedited Arbitration

The parties may, by mutual agreement, refer any grievance to expedited arbitration as per the following procedure:

Ten (10) days before the hearing, the lawyers shall exchange the documents they intend to produce, statements of their positions, and the questions they wish to submit to the arbitrator.

The arbitrator may hear multiple grievances in a single session.

The arbitrator must hear out the issue on the merits before rendering a decision on a preliminary objection, unless s/he can deal with the objection immediately; the arbitrator shall be required to justify his/her decision regarding the objection at a later date, upon receiving a written request from one of the parties.

No witnesses shall be called. The parties shall each state their case. Within twenty-one (21) days of the hearing, the arbitrator shall render a decision in writing that includes the reasons therefor. The decision shall be final, without appeal and binding.

The parties agree to use the arbitrators contained in the established list.

11.9 Appointment of Arbitrator

The parties shall name an arbitrator from among the following people:

François Hamelin, Jean-Pierre Lussier, Louis B. Courtemanche, Carol Jobin, Maureen Flynn, Serge Brault, François Bastien, Michel G. Piché, André Ladouceur.

On June 1 of each year, they shall ask these arbitrators to provide their availability for the coming year.

Arbitration sessions shall be held on CBC/Radio-Canada premises. If the nature of grievance warrants it, however, the parties may agree to hold the hearing off CBC/Radio-Canada premises. The resulting expenses shall be shared equally between the parties.

11.10

At the beginning the first day of the hearing, in joint or separate statements, the Corporation and the Union shall describe the facts of the grievance and the issue(s) to be decided by the arbitrator.

11.11

If one of the interested parties summoned by the arbitrator fails to appear, the arbitrator may proceed to hear the case in the absence of that party.

11.12

Employees called as witnesses by either party shall be released by the Corporation without loss of pay or leave for the period required by the arbitration. In addition, three (3) persons employed by the Corporation responsible for the Union's case shall also be released without loss of pay for the duration of the hearing.

11.13

Arbitrators shall give reasons in writing for their decision, which shall be final and binding. Decisions shall be handed down within sixty (60) days after being taken under advisement.

11.14

Arbitrators shall not have the power to change, modify, extend or amend the provisions of the Agreement or to award costs or damages against either party, but they shall have the power to direct, if they think proper, that any employee wrongfully suspended, discharged or otherwise disciplined, be reinstated with pay, in whole or in part, and with any other benefit under this Agreement that may have been lost, or arbitrators may substitute for dismissal or any other disciplinary measure any other penalty they believe to be fair and reasonable under the circumstances. Arbitrators shall also be free to render decisions based not only on the letter but also on the spirit of the Agreement.

11.15

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

11.16

If, at any stage in the process, a party asks to postpone a hearing date, that party shall be solely responsible for covering all the arbitrator expenses for that hearing day.

Section 12

UNION RIGHTS

12.1

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

12.2

The Union shall inform the Corporation in writing of the names of the members of the general executive and of its representatives.

12.3 In its meetings or negotiations with the Corporation, the Union shall at all times be entitled to seek help from its elected or permanent representatives.

Section 13

INFORMATION TO UNION

13.1

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 conforming with the terms and conditions of the Collective Agreement.

13.2

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

- 1) Name
- 2) Employee ID
- 3) Employee date of birth
- 4) Job title
- 5) Employment status
- 6) City
- 7) Seniority at CBC/Radio-Canada
- 8) Adjusted seniority date
- 9) Classification
- 10) Salary anniversary date
- 11) Current salary
- 12) Amount of additional remuneration (however, the amount of additional leave will be sent to the SCRC via the contract or letter of agreement)
- 13) Temporary upgrade (longer than 4 weeks)
- 14) Employees absent during the month, including the reason for their absence (e.g., maternity leave, parental leave, LTD)
- 15) Employees who left the Corporation during the month, including the reason for their departure (e.g., resignation, retirement)
- 16) Gender
- 17) Media component
- 18) Department

The Corporation shall send the Union a similar list to the one above for temporary employees hired for less than thirteen (13) weeks, with the exception of points 8, 13, 14 and 15, as soon as this information is incorporated into the national Payroll System, but no later than March 31, 2007.

However, upon signing the agreement, the Corporation shall provide the Union, once per month, with the list of term employees hired for less than thirteen (13) weeks. This list will include the following information:

- 1) Name
- 2) Employee ID
- 3) Job title
- 4) Employment status
- 5) City
- 6) Classification
- 7) Current salary
- 8) Area
- 9) Department

For contract employees hired for less than thirteen (13) weeks, the Corporation will continue to provide the information currently available in electronic format.

13.3

The Corporation shall send the SCRC, every six (6) months, a list of the names, addresses and phone numbers of its employees represented by the Union, as they appear on the Corporation's rolls.

13.4

Furthermore, the Corporation shall inform the Union of all positions that are to be filled or newly created positions.

13.5

The Corporation shall provide direct access to personnel contracts through the corporate contracting system. Until such access is provided, that is, by no later than March 31, 2007, the Corporation shall continue with the practice of providing copies of personnel contracts.

Section 14

NO STRIKES OR LOCKOUTS

14.1

During the term of this Agreement, the Union shall not cause any strike or any other kind of interference or any other stoppage, total or partial, of the Corporation's operations. The Corporation, for its part, shall not cause, engage or permit a lockout at any of its locations.

14.2

Should another group of employees other than members of the bargaining unit go on strike, 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 that is on strike.

Section 15

EMPLOYMENT STATUS

15.1 Declaration of principle

The parties acknowledge the importance of hiring, retaining and developing a qualified, experienced and diverse workforce.

15.2

The employees covered by this Collective Agreement have one of three (3) types of employment status:

- Regular
- Contract
- Term

Section 16

PROBATION

16.1

A probationary period of two hundred and sixty (260) days worked shall apply to any person newly hired as regular staff as of the date of hiring. Employees may be confirmed in their jobs at any time before the end of the period of two hundred and sixty (260) days. On agreement with the Union, however, this period may be extended by one hundred and thirty (130) days worked.

Term employees hired as regular staff are subject to a probationary period of one hundred and thirty (130) days worked. This probation shall be reduced by the number of days worked in the same function as a term employee.

16.2

During the probationary period, the Corporation may dismiss an employee without proving valid grounds, except in cases of discrimination (article 29) or union activity (article 12.1). Such a dismissal is not subject to sections 11 and 28.

16.3

An employee who is dismissed during the probationary period shall be advised as follows:

Three (3) to twelve (12) months of service:

Two (2) weeks' basic salary in lieu of notice.

Twelve (12) to eighteen (18) months of service:

Three (3) weeks' basic salary in lieu of notice.

Section 17

CONTRACT EMPLOYEES

17.01

Employees covered by this section are hired in the following functions:

Announcer

Reads promos, public service announcements as well as radio and television network and regional cues in keeping with corporate standards and policies.

Host

Presents and hosts regional or network programs according to corporate standards and policies.

Columnist

Prepares and presents columns in keeping with corporate standards and policies.

Broadcaster-Researcher

Researches, proposes and develops content based on a program's mandate. Prepares and presents columns in keeping with corporate standards and policies.

Traffic Reporter

Presents live traffic reports during rush-hour programs in keeping with corporate standards and policies.

Commentator-Interviewer

Covers, presents and comments on events and topics and conducts interviews for general programming in keeping with corporate standards and policies.

Web Editor

Writes texts and articles, adapts the content of general programming, and updates Internet web sites in keeping with corporate standards and policies.

Meteorologist

Analyzes and prepares weather forecasts and presents live and taped weather reports in keeping with corporate standards and policies.

Researcher

Researches, proposes and develops content in keeping with the mandate of general programming and in keeping with corporate standards and policies.

Digital Archive Editor

Produces historical content to enhance and contextualize Radio de Radio-Canada and Télévision de Radio-Canada archive material, for New Media, in keeping with corporate standards and policies.

Sportswriter

Writes sports news texts for information programs and newscasts in keeping with corporate standards and policies.

17.02

Notwithstanding the foregoing, this section shall not apply to:

- a) people who take part in a program as lecturers, commentators, demonstrators, panellists or public service information officers, and who acts thus because of their profession or status;
- b) politicians who participate in programs on government business;
- c) people who are newsmakers and are interviewed in this capacity;
- d) people whom the Corporation asks to sit on a panel or be interviewed as a guest;
- e) people outside the bargaining unit who have recognized or special skills for performing the duties covered by this section.

17.03

Contracts shall be for a specific term and shall be negotiated to the mutual agreement of the Corporation and each employee.

Employees shall have a period of forty-eight (48) hours **excluding weekly days off** and statutory holidays to accept the Corporation's offer.

If negotiations are held for additional pay, each employee may be accompanied by a Union representative if so desired.

Term

17.04

- a) Contracts shall be negotiated by assignment or for variable periods from thirteen (13) to fifty-two (52) weeks. The Corporation shall not use successive short-term contracts to avoid making annual contracts.
- b) The Corporation may also make contracts for a period of less than thirteen (13) weeks in cases of replacement, specific short-term assignments to a program, work overload or extension of a contract.
- c) Contracts shall be negotiated for one or more programs.
- d) A single contract may cover hiring for both radio and television.

Provision of service

17.05

Employees shall be at the disposal of the Corporation in accordance with the conditions mentioned in their respective contracts.

Compensation

17.06

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

Effective date

17.07

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

17.07.1

- a) Hiring contracts shall include the name of the employee, the employee's personal address, the employment start and end dates, the program(s) for which the employee is hired, and the compensation, including the number of additional leave days.
- b) Hiring contracts shall include the details of the compensation negotiated under section 17.06 and further conditions, if applicable.

TERMINATION

Mutual

17.08

For its term, the contract may be terminated on the mutual agreement of the Corporation and the employee.

Force majeure

17.09

For its term, the contract may be terminated because of force majeure. When the Corporation terminates a contract for this reason, it shall pay compensation equal to:

- two (2) weeks for a contract of thirteen (13) weeks or less;
- four (4) weeks for a contract of over thirteen (13) weeks.

Termination by one of the parties

17.10

The Corporation or the employee may terminate a contract before its expiry by giving advance notice of:

two (2) weeks for a contract of thirteen (13) weeks or less;

four (4) weeks for a contract of more than thirteen (13) weeks;

or failing that, by paying an amount equal to the share of compensation accounted for by the said advance notice.

However, the Corporation may not terminate a contract before its expiry except for disciplinary reasons.

NON-RENEWAL

17.11

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

17.12

When the Corporation decides not to renew the contract of an employee having completed three (3) years of continuous service, it shall provide the employee with the reasons for non-renewal. These reasons shall be:

1. the end of the program to which the employee is bound by contract;
2. changes in the objectives and production methods of the program to which the employee is bound by contract;
3. recruitment of someone from within or outside the Corporation who is better qualified for the position or has greater potential to cope with market changes or competition;
4. reduction of the number of employees for a function;
5. reduction of the budget for a program to which the employee is bound by contract;
6. any technological changes affecting the employee's function;
7. failure by the employee to fulfill all or part of the contract;
8. breach of the Corporation's by-laws and regulations or its policies;
9. occurrence of conflict of interest involving the employee;
10. the employee's professional performance or performance in relation to the program's objectives or the functioning of production crews.

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

17.13

When the Corporation decides not to renew the contract of an employee who has completed at least fifty-two (52) weeks' continuous service, it shall give the employee four (4) weeks' advance notice or, failing that, equivalent compensation. In addition, the Corporation shall pay a lump sum equal to one (1) week's work for each twenty-six (26)-week period of continuous service, at the basic rate mentioned in this Collective Agreement.

17.14

When an employee's contract is not renewed for one of the reasons provided for in paragraphs 1, 2, 3, 4, 5 or 6 of section 17.12, the Corporation shall try to offer the employee another contract before seeking someone from outside, for a period of twelve (12) months following expiry of the unrenewed contract. The employee shall keep the continuous service already accumulated up to the end of the twelve (12) months. This exercise will take place by component, by location, and in information or general production.

CONTINUOUS SERVICE

17.15

Continuous service shall apply for purposes of accessibility to sick leave, annual leave, parental leave, sabbatical leave, and notices and allowances when contracts are not renewed.

The expression "continuous service" means the hiring for at least 39 consecutive weeks per year. The length of this continuous service, however, corresponds to the total terms of the various contracts.

17.16

Service shall continue to accumulate during paid leave. Such leave shall not extend the term of the contract.

17.17

During any other leave authorized, service shall not continue to accumulate but shall only be interrupted. Leave shall not extend the term of the contract.

17.18

Union seniority shall be calculated from the last date of beginning a job belonging to the bargaining unit.

17.19

The transition from term to contract status shall not entail a break in service as long as the employee works full time.

17.20

When SCRC contract employees change bargaining units, they shall keep any continuous service already accumulated.

Contract employees who return to the bargaining unit shall be deemed to be still on continuous service as defined in section 17.15 if, during their absence, they have been employed by the Corporation at least thirty-nine (39) weeks from one year to the next.

Staff benefits

17.21

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

17.22

If a contract employee meets the Pension Plan's eligibility criteria and decides to enrol, the compensation paid in lieu of benefits under section 17.21 a) shall cease. The employee shall have access to the staff benefits plan in keeping with the established conditions and the costs shall be borne by CBC/Radio-Canada.

17.23

Disability insurance and optional insurance premiums shall be paid for by the employee, as is the case with regular employees.

Postings

17.24

When the Corporation is seeking a candidate to fill one of the positions listed in section 17.01 for a period of thirteen (13) weeks or more, it shall give prior notice to employees by means of a posting. The notice shall be posted for seven (7) working days and shall include the location, the media line, and the function.

17.25

The Corporation shall send the Union a copy of the notice provided for in section 17.24 at the same time as it sends this notice for posting.

17.26

The following sections of the Collective Agreement do not apply to contract employees:

Section 16	Probation
Section 18	Term Employees
Section 19	Posting of Vacant Positions
Section 20	Hiring and Promotion
Section 21	Temporary Assignments and Upgrades
Section 27	Retirement (except contract employees enrolled in the CBC Pension Plan)
Section 31	Corporation Seniority
Section 32	Termination of Employment for Economic Reasons
Section 38	Schedule Posting and Changes
Section 39	Meals
Section 40	Night Premiums
Section 41	Callbacks
Section 42	Turnaround Periods and Encroachments
Section 43	Compressed Work Week
Section 44	Job Sharing
Section 58	Hospital and Health Insurance for Regular Full-Time Employees

Individual contracts

17.27

An individual contract is a one-time hiring contract for a program or program series, and only sections 7 and 35 shall apply to it. It shall be used for people hired to host quiz, variety, gala and comedy programs in areas other than information.

Section 18

TERM EMPLOYEES

18.1

The parties acknowledge and accept that people may be hired to meet temporary needs, with a specific purpose, for a term, in accordance with the following provisions.

Term employees may be hired to replace an absent employee, for special events (election, referendum, cultural and sports events), in an emergency or to meet ad hoc needs. Their assignment shall not exceed twelve (12) months without the written approval of the Union.

The above-mentioned limit does not apply to term employees who are hired for less than one normal work week.

18.2

The employee shall be paid according to the number of hours of actual work, with a minimum credit of four (4) hours a shift.

18.3

Term employees hired for less than thirteen (13) weeks shall receive 12.5% of their salaries in lieu of benefits.

18.3.1

Term employees hired for more than thirteen (13) weeks shall enjoy all the benefits of the current Agreement, with the exception of job security, bumping provisions and the 12.5% for benefits provided for in section 18.3. These same conditions shall be maintained for all subsequent periods of employment, as long as there is no interruption of work longer **than three (3) months. The same shall hold true for the group insurance program, subject to the eligibility criteria given in section 18.3.2.**

18.3.2

Term employees specified in section 18.3.1, who meet, for three (3) consecutive months, one of the following eligibility criteria, may enrol in the group insurance program, subject to the provincial legislation in force:

- i) Monthly compensation equal to at least fifty per cent (50%) of the position's basic salary, or
- ii) A minimum of two and a half (2½) days of work per week, or
- iii) A minimum of twenty (20) hours of work per week.

18.3.3

Term employees shall have the statutory holidays listed in section 48 provided they have been paid for at least fifteen (15) days in the thirty (30) calendar days immediately preceding the statutory holiday. If such is not the case, they shall be paid, for a statutory holiday on which they do not work, an amount equal to 1/20 of the salary earned in the thirty (30) calendar days immediately preceding the statutory holiday.

18.3.4

Term employees maintain their sick-leave and annual-leave credits up to one (1) month following a work interruption. Employees may, if they so choose, use annual leave to extend this period.

18.4

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

Notwithstanding the foregoing, term employees shall move up within any pay band to which they are assigned after two (2) calendar years of service, at the very least.

18.5 Probationary Period

The probationary period for term employees is **two hundred and sixty (260) days** worked in a component, department, city, occupational group and function.

The Corporation shall have one (1) calendar month as of the date the Agreement is signed to validate the probationary period for term employees who have worked between 225 and 299 days.

Term employees accumulate seniority on the callback list for each day worked by component, by department, by city, by occupational group, and by function.

Term employees may also accumulate seniority according to the terms provided in article 18.7.2 regarding mobility and professional development.

18.5.1

Term employees who do not work a single day for the Corporation during a period of 12 consecutive months shall lose their accumulated seniority. Consequently, their names shall be removed from the callback list as of the next update. However, the length of parental leave or authorized absence for long-term illness is not counted in the 12-month period.

18.6

Halfway through the probationary period, term employees shall have their performance assessed. The Corporation and the employee shall use the jointly created evaluation grid. Employees shall receive the results of their evaluation in writing.

18.7 Callback List by Seniority

Four (4) times a year, the Corporation shall send the Union a list of term employees having worked at least 195 days per component, department, city, occupational group and function. Once the list has been drawn up, it shall be posted at the workplaces concerned.

However, starting on April 1, 2007, the list shall include all term employees.

Except in emergencies, to deal with contingencies over which the employer has no control and lasting no longer than twenty-four (24) hours, the

Corporation shall call back to work, by seniority and according to its needs, the people having worked at least 195 days whose names appear on the list in the department concerned, provided they have the required occupational skills to perform the work.

For the purpose of this article, seniority is defined as the numbers of days work as specified on the list.

The posted callback list shall serve as the reference for calling back term employees, by seniority, who have worked at least 195 days.

18.7.1

If, at the time of a work interruption, a term employee having exceeded a period of one hundred and ninety-five (195) days in a component, department, city, occupational group or function has seniority over a term employee in the same component, the same department, the same city, the same occupational group or the same function, the term employee with the most seniority can claim the right to continue to work, as long as that employee has the required occupational skills to perform the work and that the period of work remaining exceeds ten (10) days.

18.7.2

To facilitate the mobility and professional development of term employees, the Corporation and the Union acknowledge the following:

- a) When a **journalist** is assigned to one of the following functions within their Information department (including news, current affairs and public affairs):
 - Specialized, national, and national-specialized reporter
 - **Journalist-anchor**
 - **Journalist-anchor (specialty newscast)**
 - National/regional lineup editor
 - **Assistant lineup editor**
 - National/regional assignment editor

That employee accumulates concurrently in the journalist (**group 9**) function, the days worked in one of these functions.

- b) Term employees may make themselves available to different Corporation components. In each case, they must inform the relevant Department Heads in writing.
- c) **SCRC term employees assigned to a city other than their home city accumulate days worked on the two (2) callback lists, no matter which manager assigned them there, insofar as this assignment is not intended to replace or displace an employee having worked at least 195 days in the function in question.**

The managers of the two cities agree together on the terms of this assignment.

Employees are required to inform their manager in writing that they shall be unavailable during their time assigned to the other city.

- d) The Corporation has the right to offer a term employee an assignment in a city outside Quebec and Moncton. Term employees who accept these assignments outside their home cities continue to accumulate in their home cities, the days worked in their basic function within the component and department that assigned them. The assigning department is responsible to ensure follow up for the number of days worked to ensure they are properly accumulated.

18.8

The provisions of this section shall not serve as a pretext for not filling a vacant position or a newly created position.

18.9

Term employees accrue annual leave on a pro rata basis, according to the number of days worked. They earn annual leave credits for each month in which they have worked at least ten (10) days.

Term employees are entitled to annual leave with pay 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.

Term employees who have completed eight (8) years of service shall be granted twenty (20) working days of annual leave.

Term employees who have completed eighteen (18) years of service shall be granted twenty-five (25) working days of annual leave.

Term employees who have completed twenty-five (25) years of service shall be granted thirty (30) working days of annual leave.

Statutory holidays that occur during a term employee's annual leave are credited to the employee and may be added to this annual leave.

Term employees may, with the Corporation's approval, extend their annual leave without pay for a reasonable time. Such requests must be made before departure on annual leave, except in emergencies.

Pay during annual leave is calculated on the basis of the employee's annual salary.

Annual leave for term employees shall be arranged according to seniority and may be taken all at once or at different times, as the employee wishes, subject to operational requirements.

Term employees must take annual leave earned during a given fiscal year within the following fiscal year.

Taking annual leave does not interrupt continuous service. Seniority continues to accrue during annual leaves.

Term employees wishing to take annual leave during the following peak replacement periods:

1. From December 23 to January 2*
2. During school break weeks, as determined by the school boards in the served area
3. From the Thursday to Easter Monday
4. From June 23 to Labour Day inclusively

must have their request approved by their department head.

*** Term employees wishing to declare themselves unavailable between December 23 and January 2 must offer their availability for at least one of the two holiday periods: Christmas (December 23 to 27) or New Year's (December 28 to January 2).**

During peak periods, section 37.1.8.1 iii) of the Collective Agreement applies to all term employees for approval of time in lieu.

Term employees who declare themselves not available during peak periods shall not be able to claim annual leave or time in lieu.

18.10 Updating Term Seniority

By no later than April 1, 2007, a computer system to administer days worked by term employees shall be introduced and implemented. The system must allow :

- THE CORPORATION TO:
 - record days worked by term employees, by component, by department, by city, by occupational group, and by function;
 - compile all information into a central file;
 - produce the callback list needed to apply article 18.7 of the Collective Agreement (callback list sent to the Union).
- THE UNION TO:
 - receive a callback list of term employees, by component, by department, by city, by occupational group, and by function;
 - access, via the Internet or intranet, the status of days worked by term employees, by component, by department, by city, by occupational group, and by function.
- TERM EMPLOYEES TO:
 - access, via the Internet or intranet, a status of their days worked, by component, by department, by city, by occupational group, and by function.

18.11

Once their probationary period ends, term employees accumulate seniority on the callback list for each day they are released by the Union with or without pay. The Corporation shall place on the schedule any term employee released by the Union with or without pay.

Section 19

POSTING OF VACANT POSITIONS

19.1

Except for a vacant position that is abolished, when a position becomes vacant or is newly created, it shall be posted and filled within a maximum of six (6) months. The position shall be posted in all Corporation locations for two (2) calendar weeks.

A position becomes vacant when its incumbent steps down permanently regardless of the reason.

However, when the Corporation wishes to recruit a journalist-anchor or host for a flagship program in Information, it is not bound by sections 19 and 20.

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

- Journalist-anchor for national radio morning news
- Journalist-anchor for national radio afternoon news
- Journalist-anchor for Le Téléjournal/Le Point on weekdays
- Journalist-anchor for Le Téléjournal/Le Point on weekends
- Journalist-anchor for the national TV lunch-hour newscast
- Journalist-anchor for the regional supper-hour newscasts in Quebec City, Moncton and Eastern Quebec
- Journalist-anchor for national TV morning news programs
- Journalist-anchor for the national TV supper-hour newscast in Montreal

19.1.1

The notice of vacant position shall contain the following information: the component, location, job title, classification, work system, salary scale, required qualifications, the deadline for applying and, for guidance purposes, the program title or the area.

19.1.2

An employee wishing to fill a vacant position shall apply in writing during the posting period.

19.1.3

Employees who are absent for a reason provided for in the Collective Agreement or on extended leave outside, for the whole posting period, may apply on their return if the appointment has not yet been announced.

If absent, all employees may apply by written proxy.

19.1.4

Employees who apply for a new or vacant position shall receive written acknowledgement of their application within ten (10) days of the closing date of the competition. A selection board shall be formed and applicants shall be advised whether they will be interviewed by the board.

If the applicant satisfies the job requirements and has two (2) years or more of seniority within the bargaining unit, the selection board must interview the applicant unless the applicant has been interviewed for the same position during the twelve (12) months before it was posted. This interview may, as in the past, be conducted by telephone.

The Corporation shall notify the Union upon request of the selection criteria that will be used to evaluate applicants. These criteria must not be excessive, but rather relevant and related to the nature of the job.

19.2

A position held by a regular full-time employee that is reclassified is not considered to be a vacant position under the terms of this Collective Agreement and is therefore not covered by the posting provisions.

19.3

A copy of each notice posted shall be sent to the Union's national office.

Section 20

HIRING AND PROMOTION

20.1

When the Corporation fills a new or vacant position, it shall hire the person who best meets the qualifications set in the notice of position to be filled. If it must choose between two (2) equally qualified candidates, it shall give preference to the candidate having the most unit seniority.

20.1.1

Corporation employees who are promoted may be subject to a probationary period of up to six (6) months, which may be extended by another six (6) months on written notice. The probationary period shall be reduced by the number of working days during which the employee has been temporarily assigned or promoted to the job in the 12 months immediately preceding the promotion.

20.1.2

During the probationary period, the Corporation may return employees to their former category and salary. Furthermore, the Corporation acknowledges the right of selected candidates to return to their former functions of their own free will, during the probationary period.

20.2

A job released through the application of sections 20.1.1 and 20.1.2 shall be reposted in accordance with the provisions of section 19.

20.3

The Corporation shall provide the Union, in writing, within ten (10) days, of the name of the candidate appointed to any job posted under section 19, along with a list of employees in the bargaining unit who applied.

Employees may examine their files in the presence of their immediate supervisor and, if they so wish, of a Union representative, following an application for promotion or transfer.

Section 21

TEMPORARY ASSIGNMENTS AND UPGRADES

21.1

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

Employees who are assigned temporarily to perform the main functions of a better paid classification within the bargaining unit for one (1) day or more but no more than four (4) consecutive work weeks shall receive a set amount per shift for the duration of the assignment. This amount shall be:

- | | | |
|----|----------------|--|
| A) | \$20.00 | for employees on a regular schedule of five (5) days per week; |
| B) | \$25.30 | for employees on a compressed schedule of four (4) days per week; |
| C) | \$33.30 | for employees on a compressed schedule of three (3) days per week. |

This provision also applies to term employees who replace in a function that is better paid than their usual basic function.

21.2

Employees who are assigned to perform the main functions of a better paid classification within the bargaining unit for more than four (4) weeks, when the functions command a higher salary, shall be paid throughout the assignment as follows: **The employee's salary is first adjusted to the higher classification that is closest to the current salary and constitutes an increase. The salary is then increased by two (2) steps. When the employee's salary cannot be increased by two (2) steps, the fixed amount specified in section 21.1 applies.**

21.3

Employees cannot be assigned or upgraded temporarily for more than 24 months unless they are replacing an employee on extended leave provided for under this Agreement, for the duration of such leave.

21.3.1

Once a regular employee has spent thirty-six (36) continuous months on a temporary upgrade, this employee shall be given hiring priority on this position if the position becomes vacant.

21.4

Contract employees shall keep their status when they are assigned temporarily to a function considered or recognized as regular within the bargaining unit.

21.5

Employees who are temporarily assigned to perform the functions of a position within another bargaining unit shall not be paid a salary lower than their current salary. If the temporary assignment constitutes a promotion, they shall be paid at the next higher step closest to their current salary.

The provisions of the Collective Agreement to which the position is subject shall apply to the incumbent of the temporary assignment.

When temporary assignments or upgrades end, employees shall return to their former positions in the bargaining unit without losing any of their seniority rights or benefits provided for under the Agreement and which they would have enjoyed had they remained in the bargaining unit.

During their temporary assignments or upgrades, employees shall enjoy the same provisions respecting job security that they would have enjoyed within the bargaining unit.

21.6

Employees may be temporarily assigned or upgraded to a management position for more than four (4) weeks but less than one (1) year. It is agreed that none of the provisions in the Collective Agreement shall apply. If employees return to the bargaining unit, they shall be credited with their full seniority in the same position they held before the temporary assignment and be paid the same salary and any increases that may have been granted meanwhile. Employees who accept the temporary assignment or upgrade described above shall maintain throughout the assignment the same benefits as they would have enjoyed in their basic position.

21.7

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

Section 22

CROSS-UNIT ASSIGNMENTS AND MULTI-SKILLING

22.1

It is acknowledged that every employee hired full-time holds a job whose main function is represented by one of the groups. Notwithstanding an employee's main function, assignment or mobility within the group or from one group to another is possible. Such multi-skilling may be experimental, ongoing, occasional or emergency.

The Corporation shall give the Union, around May 30, a list of experimental intra-unit projects and projects converted into continuing multi-skilling.

Experimental multi-skilling

22.2

The Corporation shall ask for volunteers for multi-skilling assignments by means of posting for 5 days in the city where the experiment is being conducted. Further to such posting, the Corporation shall form a selection board to interview the candidates with more than two (2) years of seniority in the bargaining unit. Failing volunteers, the Corporation reserves the right to designate employees for trials.

Experimental multi-skilling should not last for less than one (1) month or more than six (6) months.

By mutual agreement, the experiment may be extended for another six (6) months.

A final evaluation of the situation shall be made on completion of the trial period and be discussed by the joint committee.

22.3

If the Corporation, during or on completion of the trial period, is not satisfied with the employee holding an experimental multi-skilling job, the employee shall return to his/her former function. Likewise, the Corporation acknowledges selected candidates' right to return to their former functions after three (3) months, further to agreement between the employee and his/her immediate supervisor, or on completion of the trial period.

An experiment that ends in failure shall not be held against employees in their performance appraisal or for disciplinary reasons.

When employees perform duties other than, and in addition to, their main functions within their own group or another group, if these duties are paid at a higher level, the employee shall be paid at the higher level for the duration of the trial. If the duties concerned are paid at a lower level, the employee's salary shall be maintained.

22.4

The Corporation agrees to provide employees with appropriate training so that they may perform the duties assigned to them.

Continuing multi-skilling

22.5

At the end of the experimental period, the Corporation shall have the options below:

- Abolish the project;
- Extend it as continuing multi-skilling;
- Transform it into a new job profile.

22.5.1

Once the experimental period ends, the Corporation shall inform the Union of the continuing multi-skilling functions that certain departments wish to maintain under section 22.5. From then on, the Corporation shall pay the affected employees the highest basic salary of their various multi-skilling functions, plus a premium of 3%. Departments taking advantage of this flexibility can terminate these continuing multi-skilling functions at any time.

22.5.2

For multi-skilling projects that the Corporation wishes to transform, it shall provide the Union with the profile of all the new job classifications or of all the job classifications whose duties are noticeably modified by its decision, as well as the list of affected employees and the assigned salary level, all in accordance with section 34 of the Collective Agreement. When determining the salary level, the Corporation shall use the mutually approved performance appraisal grid and give each appraisal subfactor the highest score of the two jobs that were originally multi-skilling positions.

22.6

Withdrawn

22.6.1

The Corporation agrees to notify the Union within thirty (30) days of any change in the multi-skilling functions of its members.

22.6.2

The Corporation agrees not to change the incumbent of an experimental project involving multi-skilling or continuing multi-skilling functions and agrees to continue to grant the pay stipulated in sections 22.3 and 22.5 when the employee is sick, on leave or placed on a new assignment. However, if this assignment lasts more than thirty (30) days, the incumbent keeps the highest salary level, although the 3% premium is suspended.

22.7

A job is multi-skilled, regardless of the number of times a week an employee performs the duties of a function other than that employee's main function.

Occasional or emergency multi-skilling

22.8

An employee may occasionally be designated to perform the duties of another employee within the same group.

22.9

In an emergency, for example, to replace someone who is on leave or to deal with contingencies, an employee may be assigned to the functions of another job or another group if there is no one available in the group. It is understood that such a replacement may not exceed three (3) working days.

22.10

The Corporation shall not create multi-skilling jobs to carry out layoffs.

Section 23

SPECIAL ASSIGNMENTS

23.1 **FOREIGN CORRESPONDENTS**

23.1.1 **General**

23.1.1.1

- a) Before increasing or reducing its staff of foreign correspondents from Canada or to redistribute such assignments, the Corporation shall discuss the changes being considered with the Union. Any assignments available abroad shall be posted for seven (7) calendar days.
- b) When the Corporation plans to transfer a foreign correspondent, it shall inform the Union of its intentions, in writing, after discussing the transfer with the correspondent concerned. Such notice shall be given at least three (3) months before the effective date of change.
- c) The Corporation, when it assigns a new foreign correspondent from Canada, shall advise the Union of its decision at least two (2) weeks before the effective date of the assignment.
- d) The Corporation shall send each foreign correspondent notices of management positions to be filled above Group III and any higher positions in the on-air group.

- e) Before assigning a national service journalist temporarily to an area normally covered by the foreign correspondent, the Corporation shall discuss it with the latter, unless s/he is not available. The Corporation acknowledges that the temporary assignment of national service journalists should not harm the professional interests of foreign correspondents assigned to the area, particularly with regard to contacts and relationships established by the latter. As far as possible, the national service journalist shall work in tandem with the foreign correspondent in the area.
- f) All foreign correspondents shall be called back to Canada once a year, subject to programming needs. Foreign correspondents working on an urgent or important assignment may not be called back.

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

23.1.2 Temporary hiring

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

23.1.3 Contract correspondents

- a) The Corporation reserves the right to hire foreign correspondents on contract. In such cases, the rates paid shall not be less than those appearing in the salary section of this Agreement.
- b) If the Corporation wishes to terminate the job contract of a foreign correspondent, it shall give 90 days' prior notice, even if this means going beyond the expiry date of the contract.

23.1.4 Freelancers

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

23.2 ASSIGNMENTS

23.2.1

- a) When a foreign correspondent who has been hired and sent from Canada is assigned or transferred to another city or country, the Corporation shall specify the duration of the assignment.
- b) The Corporation and the foreign correspondent may, by mutual agreement, amend or renew any assignment on its expiry.
- c) The Corporation shall give foreign correspondents four (4) months' prior notice of its intention to offer them a renewal of their assignments or to call them back to Canada on expiry of the assignment. Foreign correspondents shall give the same notice of their intentions.

d) Notwithstanding paragraphs a), b) and c) above, the Corporation is entitled to cancel a foreign correspondent's assignment for the following reasons:

- (1) Unsatisfactory performance
- (2) Changes in news priorities
- (3) Closing of foreign bureau

23.2.2 Repatriation

- a) Foreign correspondents who have continuous service shall be offered, on their repatriation, a salary that is not less (plus a contract if they had one) than the salary they would have been paid if they had remained in their former position within the bargaining unit.
- b) The position offered at the time of repatriation shall not be subject to the provisions of the Collective Agreement respecting posting.
- c) When an assignment ends and the foreign correspondent is returned to Canada, the Corporation shall apply, as necessary, the provisions of section 32 to settle the cases of redundant employees.
- d) The Corporation shall make every effort to comply with foreign correspondents' preferences concerning the location where they will work in Canada and the position they will hold.

23.3 SALARIES AND PREMIUMS

23.3.1 Salaries

- a) The salary scale appearing in section 35 for On-Air Staff, Group 13, Level I, shall apply.
- b) A minimum contract of 30% shall be granted to every foreign correspondent. At the end of one year, the minimum contract shall be 35%. All foreign correspondents are self-assigning and, for the lack of a definition of the workday or work week, the basic salary scale, to which is added a minimum contract for each correspondent, is designed to compensate them for all the professional services and operational requirements of the job. This contract may be negotiated at a higher rate than the minimum and shall reflect the workload and other conditions. Negotiation shall take place annually or twice a year and shall occur individually between the foreign correspondent and the Corporation. It is agreed that these additions shall take effect on April 1 each year or on the foreign correspondent's assignment date.

c) Payment method

Depending on their choice and whether it is legally possible to do so, foreign correspondents shall be paid in local currency or in Canadian dollars. In the latter case, their salaries shall be paid into their bank accounts in Canada, in proportions as their instructions.

d) There shall be no payroll deductions or premiums without prior notice.

23.3.2 Premiums

a) Foreign service

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

b) Risk premium

Foreign correspondents assigned to war-risk zones shall receive an additional premium of \$42 a day.

c) Right of refusal

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

23.3.3 Travel

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

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

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

d) Transfer and relocation expenses – Foreign assignments

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

23.3.4 Incidental expenses

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

23.4 BENEFITS

23.4.1 Pension Plan

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

23.4.2 Insurance

- a) Foreign correspondents' group life insurance shall be consistent with the level of coverage selected at the time of the application submitted for the new insurance plan, which came into effect on April 1, 1977, and the authorized group life insurance that is related to salary, plus the contract, and it shall be valid in case of death, regardless of the cause or the circumstances. After repatriation to Canada, the group life insurance shall apply only in relation to the basic salary.
- b) The Corporation shall take out, for all employees who travel in the performance of their duties, free of charge to them, an insurance policy for accidental death and dismemberment worth \$25,000. Employees assigned to war-risk zones shall automatically have additional coverage of \$275,000, for a total of \$300,000 in insurance.
- c) Under the terms of the optional 24-hour insurance for accidental death and dismemberment, foreign correspondents may, on April 1 each year, take up to \$500,000 as the face amount. Under this plan, if they are killed accidentally while in a war-risk zone, their beneficiaries shall receive 50% of the face amount.

23.4.3 Hospital and health charges

The Corporation shall cover any reasonable health and hospital charges incurred by foreign correspondents and their families that exceed what is provided for by foreign plans. It shall pay 100% of the health and hospital insurance premiums of employees assigned abroad. The Corporation may grant an advance when a health bill exceeds \$200.

23.5 LEAVE

23.5.1 Annual leave

Regular foreign correspondents shall be entitled to four (4) weeks' annual leave. Foreign correspondent who have 20 years' service with CBC/Radio-Canada shall be entitled to five (5) weeks' annual leave; and after twenty-five (25) years' service, they shall have six (6) weeks' annual leave. Depending on departmental requirements, such leave may be taken all at once. Annual leave may not be carried over from one year to the next without management authorization. Credits for annual leave that is unused or cannot be carried over shall be paid in cash each year.

23.5.2 Quarterly leave

After consultation, foreign correspondents shall be granted one (1) week's uninterrupted leave every quarter, except the quarter when they take their annual leave. It is up to them to plan their schedules and coverage so as to be free. Such leave cannot be carried over or paid in money. If correspondents do not take the leave in the appropriate quarter, they lose it. Furthermore, depending on service requirements, correspondents are granted an additional minimum leave of two (2) consecutive days per calendar month.

23.5.3 Reports

All foreign correspondents shall submit a quarterly report by the 15th of the month following the period covered by the report. In this report, they shall indicate the leave they have taken—annual leave, quarterly leave provided for in paragraph 23.5.2 above, special leave, sick leave—and any other kind of leave.

23.6 GRIEVANCE PROCEDURE

23.6.1

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

a) Filing an individual grievance

If a foreign correspondent or a group of foreign correspondents who have been hired and sent from Canada have a complaint to file, they are entitled to do so and shall discuss it with their supervisor before filing a grievance. The supervisor and the employee(s) shall make a sincere effort to resolve the complaint before a grievance is filed. Once the complaint has been made, the parties shall agree on a reasonable length of time for finalizing it; barring a contrary agreement, this time shall not exceed five (5) calendar days.

If the issue is not settled at the complaint stage above, within 20 days of the incident or the employee's having become aware of it, or within 20 days of the issue not being settled at the complaint stage, a grievance shall be filed in writing on the prescribed form appearing in Appendix J. Such a grievance shall be filed directly at the national level.

b) Grievance hearing and arbitration

All meetings called for grievance hearing and arbitration shall take place in Canada.

23.6.2

The parties shall use all the means at their disposal to avoid having to have the foreign correspondent concerned go to Montreal and shall suspend the prescribed deadlines so that procedures can take place when the correspondent is in Montreal. The Corporation is nevertheless not bound to cover the expenses of a foreign correspondent who wishes to attend a meeting of the national grievance committee or an arbitration hearing.

23.6.3

The following sections shall not apply to foreign correspondents:

<i>Section 15</i>	– <i>Employment Status*</i>
<i>Section 19</i>	– <i>Posting of Vacant Positions*</i>
Section 20	– Hiring and Promotion
Section 21	– Temporary Assignments and Upgrades
Section 24	– Transfers Between Cities
Section 32	– Termination of Employment for Economic Reasons (repatriation only)
Section 33	– Technological Change
Section 37	– Work Week, Days Off and Overtime
Section 38	– Schedule Posting and Changes
Section 39	– Meals
Section 40	– Night Premiums
Section 41	– Callbacks
Section 42	– Turnaround Periods and Encroachments
<i>Section 45</i>	– <i>Travel*</i>
Section 48	– Statutory Holidays
<i>Section 49</i>	– <i>Annual Leave*</i>
Section 51	– Leave for Jury Duty
<i>Section 58</i>	– <i>Hospital and Health Insurance for Regular Full-Time Employees*</i>

** Indicates that separate provisions apply to them.*

Section 24

TRANSFERS BETWEEN CITIES

24.1

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

An appointment or transfer to a position in the CBC/Radio-Canada bureau on Parliament Hill in Quebec City shall generally be for three (3) years; the duration may be extended by mutual consent.

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

Section 25

PERFORMANCE APPRAISALS

25.1

Performance appraisals shall be introduced to all departments in which members of the unit are working. They are designed to let employees know what the employer's expectations are of them, the standards to be met and the objectives to be achieved, so that employees can fulfill their potential and give the performance expected of them in their job. Performance appraisals are also an opportunity to identify training needs. The performance appraisal objectives shall be established with employees. Occurring once a year, the process provides employees with an opportunity to comment regularly on their performance and discuss how they perceive the work. The conclusions of this appraisal shall be given in writing to employees within 30 days of the interview. The parties agree that this performance appraisal system shall not be a substitute for the disciplinary process.

Section 26

SEVERANCE PAY

26.1

This article applies only to those employees in the bargaining unit who had regular status on the date the Collective Agreement was signed.

26.2

If a job is terminated owing to the illness, retirement or death of an employee, the employee (or the employee's assigns) shall receive a lump sum payment equal to:

- Three (3) calendar months' salary after ten (10) years' continuous service and, for each year of continuous service, an additional one-fifth (1/5) of the employee's monthly salary, up to a maximum of six (6) months.

26.2.1

Employees belonging to the bargaining unit who have more than three (3) years' service but less than ten (10) years and who leave their jobs owing to serious or extended illness or who retire shall receive severance pay equal to one (1) week's salary for each nine (9) months' service, up to a maximum of 13 weeks' salary, provided they are not entitled to the severance pay provided for in article 26.2.

26.2.2

Employees who take early retirement or who leave their jobs on account of illness may choose to receive a retirement allowance equal to the severance pay provided for in article 26.2. This allowance shall be paid in the same way as regular salary and is subject to deductions for benefits provided by the Corporation, as applicable. The period during which the retirement allowance is paid is called retirement leave and counts as service for the purposes of the CBC Pension Plan. Retirement leave cannot be extended beyond the normal retirement age, as defined in the CBC Pension Plan. Any balance remaining at that time shall be paid in a lump sum.

26.3

No severance pay shall be given to an employee who resigns, who is dismissed for cause, or who is laid off. (Laid-off employees shall receive the layoff pay provided for in article 32.)

26.4

To calculate severance pay, a layoff (if layoff pay has been given to the employee) constitutes a break in service even if the employee is rehired within 24 months of the layoff.

Section 27

RETIREMENT

27.1

Retirement is based on age and occurs in all job categories on the last working day of the month in which an employee reaches the age of 65.

Employees may keep their jobs beyond the age of 65, subject to the Corporation's regulations respecting retirement dated September 1, 1961, and any amendments made to them.

Moreover, it is agreed that any condition linked to retirement shall be governed by the provisions of the law and any Corporation policy consistent with this Agreement.

Section 28

DISCIPLINARY MEASURES

28.1

For the purposes of this section, a disciplinary measure is a written reprimand, a suspension or a dismissal.

28.2

In the event that an expression of dissatisfaction concerning an employee's work or conduct that may be detrimental to the employee's advancement or standing with the Corporation is not made in accordance with the following procedure, it may not become part of the employee's record for use against the employee at any time or give rise to a disciplinary measure.

28.3

The Corporation shall advise employees in writing of the relevant facts of an expression of dissatisfaction and of the holding of an investigation; this notice shall be given not later than fifteen (15) working days after the facts are learned. The Union shall also be informed of the holding of such investigation.

28.4

Within fifteen (15) working days following receipt of the notice provided for in section 28.3, the investigation shall be conducted and the employee shall be summoned to an interview during which the relevant facts shall be established and discussed. This interview shall be held between the fifth and fifteenth day of the period provided for in this section, unless it is held earlier by mutual agreement.

28.5

The Corporation's decision shall be conveyed to the employee within fifteen (15) working days following the interview provided for in section 28.4.

28.6

When an expression of dissatisfaction is shown to be unjustified, all references to such expression shall be removed from the employee's status and pay file and destroyed.

28.7

Employees summoned to the interview provided for in section 28.4 shall be informed of the fact that they may be accompanied, if they so desire, by a Union representative. They may consult their status and pay files in the presence of a Corporation representative and, if they so desire, in the presence of a Union representative. It is understood that the non-availability of a Union representative must not unduly delay more than five (5) working days the date of summons provided for in section 28.4.

28.8

A disciplinary measure may be imposed only for just and sufficient cause. In arbitration, the burden of proof shall rest with the Corporation, and grievances dealing with disciplinary measures shall

have priority over other kinds of grievances. The arbitrator may not uphold a disciplinary measure if there is reasonable doubt.

28.9

The Union shall be given written notice of any disciplinary action taken against an employee.

28.10

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

Section 29

DISCRIMINATION

29.1

The parties agree to refrain from all discrimination on grounds of race, nationality, colour, sexual preference, sex, (including pregnancy), age, family status, religious or political belief, physical or mental handicap, and marital status.

Section 30

OUTSIDE ACTIVITIES

30.1

Employees may undertake outside work outside working hours provided that:

- a) such activities do not enter into direct competition with CBC/Radio-Canada broadcasting services. This provision does not apply to term employees and persons hired to host programs, as described in section 17.27;
- b) they do not, without prior authorization, make use of their connection with the Corporation in their outside activities;
- c) such activities are consistent with the *Journalistic Standards and Practices*, as they apply to the employee;
- d) announcers, announcer-producers and farm program commentators do not undertake private work without prior authorization.

Section 31

CORPORATION SENIORITY

31.1

Corporation seniority means the duration of continuous service with CBC/Radio-Canada. It shall be calculated from the date of hiring in a full-time job or from the beginning of the latest period of uninterrupted continuous service. "Continuous service" means any uninterrupted service since the latest date of hiring and shall include all regular leave, statutory holidays, annual leave and leave authorized by the Corporation.

Seniority criteria shall apply to layoffs and reinstatement, and to the choice of annual leave.

For temporary employees who become regular staff, there shall be no interruption of continuous service if the employee has been employed by the Corporation for at least one hundred ninety-five (195) days per fiscal year (April 1 to March 31) in a function included in the bargaining unit. In this case, their seniority with the Corporation shall depend on the total number of days worked and their seniority date shall be determined accordingly.

31.2

Unit seniority shall be calculated as specified in Section 3.1 h); it shall apply in accordance with the provisions of sections 19.1.4 and 20.1.

31.3

Corporation seniority and unit seniority shall continue to accrue during the following types of leave:

- a) Annual leave
- b) Statutory holidays
- c) Special leave
- d) Leave owing to sickness or accident
- e) Leave with pay or partial pay
- f) Absence without pay for up to six (6) months
- g) Suspensions
- h) Temporary assignments to a job outside the bargaining unit for up to 24 months
- i) Imprisonment for professional reasons as long as employees have cooperated with the Corporation in their defence and the evidence has not revealed any fact inconsistent with the conditions stated in section 47.10
- j) Parental leave
- k) Union leave for up to three (3) years
- l) Layoffs up to 12 months
- m) Deferred salary leave

31.4

Corporation seniority and unit seniority shall be maintained during absence without pay for up to three (3) years and union leave without pay of more than three (3) years.

31.5

Employees who are appointed to a function not included in the bargaining unit and who, within six (6) months of their appointment, return to their former job or another job in the bargaining unit, shall retain the unit seniority they had at the time of the appointment, plus any seniority acquired outside the bargaining unit. Beyond that period, they shall lose their unit seniority.

Section 32

TERMINATION OF EMPLOYMENT FOR ECONOMIC REASONS

32.1

If some jobs must be terminated for economic reasons, the Corporation shall identify redundant positions by component, city, professional group and function.

32.2

The Corporation, when it considers terminating jobs for economic reasons, shall notify the Union at least eight (8) weeks before beginning to apply such measures. The Corporation shall also give four (4) weeks' written notice to the employee concerned.

When the Corporation notifies the Union of its intention to terminate jobs for economic reasons, the parties shall meet as a joint committee to discuss ways of attenuating the effects of the planned measures on employees belonging to the bargaining unit.

32.3 Bumping

Employees whose positions have been declared redundant shall exercise their bumping rights within their component, the city where the management to whom they reports is located, their professional group and by seniority, provided they have the professional skills required to perform the functions of the employee with less seniority. If employees do not manage to bump in the city where the management to whom they report is located, they may then bump within their component in other cities. Relocation expenses, which may not exceed \$10,000, shall be covered by the Corporation.

Employees who hold a hybrid or multi-skilled job whose function is declared redundant shall exercise their bumping rights within their original function.

Employees who refuse to bump another employee shall be laid off immediately.

32.4 Term Employees

When employment is terminated for economic reasons, in each component, city, professional group and function, term employees' jobs shall be terminated before those of regular employees in order of seniority.

32.5 Salary

Barring an express indication to the contrary in this Agreement and subject to the provisions mentioned in section 36, salaries shall not be reduced.

32.6 Layoff pay

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

When employees who have received severance pay are reinstated within the number of weeks used to calculate the pay, the portion of pay corresponding to the number of weeks not yet lapsed shall be deducted from their pay, in amounts set by mutual agreement by the two parties.

32.7

When employees are laid off a second time, or subsequent times, they shall receive layoff pay equal to one (1) week's salary for each six (6) months of continuous service or a major part thereof for the Corporation, the calculation being made from the last layoff period.

32.8

For calculating severance pay, a layoff (if layoff pay has been given to the employee) shall constitute a break in service even if the employee has been rehired within 24 months of the layoff.

32.9 Reinstatement rights

- a) The names of laid-off employees shall be added to a reinstatement list for 24 months as of the layoff date.
- b) When a position becomes vacant within the employee's component, the Corporation shall notify the employee(s) whose names appear on the list by telephone or registered mail at their last known telephone number or address. The employee(s) concerned shall have ten (10) working days to answer the Corporation and express their interest in the position.
- c) Vacant positions shall be granted to component employees with the most seniority who have declared their interest, who have held a position at a similar or higher level, and who have demonstrated that they have the professional skills required to perform the functions of the position.
- d) If there are no candidates on the component's recall list, laid-off employees who have performed the same function in other components shall be called to an interview. From among equally skilled candidates, the one with the most seniority shall get the position.
- e) A person who applies for a job under the above provisions and who gets it shall report for work in accordance with the instructions received, though no later than 30 days after the acceptance date, unless otherwise agreed in writing with the employer. If the person does not do so, the person's name shall be withdrawn from the reinstatement list and the person shall be deemed to have resigned immediately from the Corporation.

- f) If none of the employees whose names appear on the reinstatement lists meets the requirements of the position, the position may be posted and filled normally.
- g) If an offer of reinstatement requires the employee's relocation, the Corporation shall assume transfer and relocation expenses in accordance with its policy.
It is agreed that these expenses may not exceed \$10,000.
- h) An employee who is laid off shall inform the Corporation of his/her interest in holding a term or part-time job. When such a job, in the same function, becomes available, the Corporation shall offer it to the employee. Such an assignment shall not be regarded as reinstatement. The acceptance or rejection of such work shall not have any effect on the reinstatement period.

32.10

The parties acknowledge that employees who previously benefited from "protected status" in accordance with the SCFP collective agreement and who were included in this bargaining unit further to the decision by the Canada Industrial Relations Board shall be granted the following rights for the term of this Collective Agreement.

If "protected" employees has their position declared redundant, they shall be entitled to bump an employee having less seniority in accordance with sections 32.3 and 32.5, provided they have the professional skills required to perform this employee's duties.

A protected employee likely to be laid off shall be subject to a probationary period and specific training determined by the parties, of a maximum of nine (9) months, in order to enable the employee to acquire the knowledge required to perform the duties of a position identified by the joint committee.

If there is no one to bump or if the Corporation does not find a job for the "protected" employee, the latter shall be laid off and receive four (4) weeks' salary for every year of continuous service. The person shall enjoy the reinstatement rights provided for in section 32.9.

If "protected" employees refuse to bump someone or reject a vacant position, they shall be laid off and the Corporation shall grant them four (4) weeks' salary for each year of continuous service. Since these employees rejected a job, the reinstatement rights described in section 32.9 shall not be granted.

32.11

Posting requirements shall not apply to the provisions of this section.

Section 33

TECHNOLOGICAL CHANGE

33.1

"Technological change" occurs when the Corporation introduces equipment or hardware that differs from that used in the past and whose introduction brings about a change because of the way it works or is operated.

33.2

When the Corporation proposes to make a technological change that is likely to affect the job conditions of a significant number of employees covered by this Collective Agreement, it shall advise the Union at least 120 days prior to the introduction of the equipment or hardware differing from that used in the past.

The above-mentioned notice shall specify the following:

- The nature of the technological change;
- The date on which the Corporation proposes to make the technological change;
- The approximate number and type of employees who will likely be affected by the technological change;
- The effect that the technological change will likely have on the conditions and security of the employees affected.

33.3

The following measures are designed to help employees who are affected by technological change.

After the notice provided for in section 33.2 has been given, the parties shall meet to discuss the technological change with a view to minimizing or avoiding any negative effects and to discuss the options available for helping the employees affected by the change to adapt to any negative effects associated with it.

33.4

Affected employees shall first have the option of being reassigned to another vacant job, depending on their corporation seniority. No employees, however, shall be reassigned to a vacant job unless they can demonstrate that they have the professional skills required for the job, it being understood that reasonable assistance will be provided. Reassignment shall take place in the following order:

- i. Reassignment to a vacant job within the bargaining unit in the employee's location;
- ii. Reassignment to a vacant job within another bargaining unit in this location;
- iii. Reassignment to a vacant job within the bargaining unit;
- iv. Reassignment to a vacant job within another bargaining unit.

33.5

If it is impossible to reassign the employee to a vacant job, another employee may be bumped according to corporation seniority. No employee, however, shall be bumped by another employee with more corporate seniority unless the latter can demonstrate having the professional skills required to exercise the functions of this employee and a development potential equal to that of this employee, subject to the provision of reasonable assistance. Bumping shall take place in accordance with the process described in section 32.3.

An employee who refuses to bump another employee or who refuses to be placed in a vacant job at the same or lower level shall be laid off immediately and granted the reinstatement rights provided for in section 32.9.

33.6

If an employee who does not enjoy the protection provided for in section 32.9 cannot be reassigned to a vacant position or cannot bump another employee, as provided for above, said employee may then choose one of the following two options:

- i. Be laid off and receive at least four (4) weeks' notice of technological change or four (4) weeks' pay in lieu of notice and severance pay equal to one (1) week's salary for each six (6) months' continuous service or major part thereof with the Corporation.

The employee shall be entitled to recall for 12 months following the layoff date. If, during the 12-month period, the employee waives recall rights, the employee shall immediately receive a training allowance equal to one (1) week's salary for each year of service completed or major part thereof.

In any case, the employee may receive the training allowance at the end of the 12-month recall period.

- ii. Resign from the Corporation and receive at least four (4) weeks' notice stating that his/her job has been declared redundant or four (4) weeks' pay in lieu of notice, plus severance pay equal to one (1) week's salary for every six (6) months' continuous service or major part thereof with the Corporation. Furthermore, the employee shall immediately receive a training allowance equal to one (1) week's salary per year of service completed or major part thereof.

33.7

Employees enjoying the protection provided for in section 32.9 who refuse to be reassigned to a vacant job or to bump another employee, as mentioned in section 32.7, shall be laid off in accordance with section 32.

Such employees shall not be entitled to a training allowance of one (1) week per year of service.

33.8

Employees who agree to be retrained, reassigned or relocated may have to undergo a probationary period that may last up to 12 months.

33.8.1

Employees who fail their probationary period shall be declared redundant and shall be treated in accordance with section 32.

33.9

If "protected" employees refuse to bump someone or reject a vacant job, they shall be laid off and the Corporation shall pay them four (4) weeks' salary for each year of continuous service. Since these employees refused a job, the reinstatement rights described in section 32.9 shall not be granted.

33.10

The parties agree to expedite any joint committee action at the local or national level in order to examine the question of technological change. Decisions concerning the reassignment, bumping or layoff of employees affected by technological change shall be taken at the end of the six (6)-month period following the notice of technological change sent to the Union. The parties may extend the process by mutual agreement.

Section 34

JOB GROUPS

34.1

The Union accepts the jobs held by employees on the date the Collective Agreement is signed subject to the provisions of Appendix "K".

The Corporation agrees to send the Union the job profile for any job that is declared by common consent or decision to be within the bargaining unit, as well as any job whose duties are considerably altered and to indicate the salary level assigned by the Corporation to this new or altered job. The Corporation shall also advise the Union of the effective date of a new or altered job profile, and provide the Union with a list of the employees affected.

Within four (4) weeks of receiving such notice, the Union shall advise the Corporation:

- 1) if it challenges the accuracy of the new or altered job profile; and
- 2) if it challenges the salary level assigned by the Corporation to the new or altered job.

34.2

Failing agreement between the parties within (6) six months of the challenge, the Union may refer the dispute to an arbitrator, who has the power to sanction the accuracy of the new or altered job description or to amend the job description if necessary so that it accurately reflects the duties of the job. Once the accuracy of the job description has been established, the arbitrator shall place the job at the appropriate salary level, using the criteria of the relative position of the job within the salary structure of this Agreement.

The Corporation shall notify the Union of the date on which a new or altered job description comes into effect and provide it with a list of the employees concerned.

The arbitrator's decision shall apply as of the date on which the employee was assigned and performed the duties described in the new or altered job description.

SALARY GRID

SCRC Salary Scales March 2, 2009

Regular work week of 37.5 hours

1.50%

	*	Gr	Starting	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years	11 years	12 years	13 years
Assignment Editor (National) Lineup Editor (National) Foreign Correspondent	O O O	13	63 290	65 839	68 388	70 935	73 485	76 033	78 582	81 130	83 679				
National Specialized Reporter National Reporter Host	O O O	12	60 650	62 277	63 905	65 533	67 164	68 791	70 419	72 047	73 675				
Assignment Editor (Regional) Lineup Editor (Regional) Reporter-Producer	O O O	11	55 062	57 279	59 496	61 714	63 932	66 149	68 366	70 583	72 800				
Specialized Reporter Journalist-Presenter Associate Line-up Editor (National) Associate Assignment Editor (National) Videojournalist (non-grandfathered)	O O O O O	10	51 898	53 988	56 078	58 168	60 258	62 346	64 437	66 527	68 616				
Media Librarian, Team Leader Librarian, Team Leader Journalist-Presenter (Thematic/Blended Newscasts) Designer-Editor Closed Captioner, Team Leader Announcer-Interviewer Journalist	P P O P P O O	9	49 239	51 221	53 203	55 186	57 170	59 152	61 134	63 117	65 100				
Researcher Digital Archive Editor Digital Archive Content Editor Communications Officer Web Content Editor Meteorologist Commentator-interviewer Evaluation and Programming Officer	O O O P O O O P	8	45 522	47 439	49 356	51 274	53 190	55 107	57 025	58 942	60 858				
Broadcaster-Researcher Traffic Reporter Columnist	O O O	7	44 803	46 571	48 340	50 109	51 877	53 646	55 413	57 183	58 950				
Violence Coding Evaluator Product Assistant (TV) Resource Assistant Assistant Producer (Radio) Assistant Director Media Librarian Librarian Closed Captioner	P P P P P P P P	6	43 393	45 106	46 819	48 531	50 245	51 957	53 670	55 382	57 096				
Sportswriter	O	5	42 040	43 578	45 116	46 652	48 190	49 727	51 265	52 801	54 339				
Announcer Communications Assistant Document Center Researcher	O P P	4	38 956	40 494	42 032	43 571	45 109	46 648	48 186	49 724	51 263				
Editorial Assistant Production Assistant (Radio) Documentalist Assignment Assistant	P P P P	3	35 443	36 871	38 297	39 724	41 152	42 578	44 006	45 433	46 860				
Empty		2													
News Clerk	P	1	26 073	27 982	29 861	31 798									
Videojournalist (grandfathered)	O	A	63 632	65 729	68 529	72 723									
Stenotypist	P	B	44 698	46 413	48 130	49 845	51 561	53 276	54 994	56 708	58 424	60 140	61 856	63 571	65 288

* The letter "P" refers to production staff and the letter "O" refers to on-air personnel.

SCRC Salary Scales April 1, 2010

Regular work week of 37.5 hours

1.40%

	*	Gr	Starting	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years	11 years	12 years	13 years
Assignment Editor (National) Lineup Editor (National) <i>Foreign Correspondent</i>	O O O	13	64 176	66 761	69 345	71 928	74 514	77 097	79 682	82 266	84 850				
National Specialized Reporter National Reporter Host	O O O	12	61 499	63 149	64 800	66 451	68 104	69 754	71 405	73 055	74 706				
Assignment Editor (Regional) Lineup Editor (Regional) Reporter-Producer	O O O	11	55 833	58 081	60 329	62 578	64 827	67 075	69 323	71 571	73 819				
Specialized Reporter Journalist-Presenter Associate Line-up Editor (National) Associate Assignment Editor (National) Videojournalist (non-grandfathered)	O O O O O	10	52 625	54 744	56 863	58 982	61 101	63 219	65 339	67 459	69 577				
Media Librarian, Team Leader Librarian, Team Leader Journalist-Presenter (Thematic/Blended Newscasts) Designer-Editor Closed Captioner, Team Leader Announcer-Interviewer Journalist	P P O P P O O	9	49 928	51 938	53 948	55 958	57 970	59 980	61 990	64 000	66 011				
Researcher Digital Archive Editor Digital Archive Content Editor Communications Officer Web Content Editor Meteorologist Commentator-interviewer Evaluation and Programming Officer	O O O P O O O P	8	46 159	48 103	50 047	51 992	53 935	55 879	57 823	59 767	61 710				
Broadcaster-Researcher Traffic Reporter Columnist	O O O	7	45 430	47 223	49 017	50 810	52 603	54 397	56 189	57 984	59 775				
Violence Coding Evaluator Product Assistant (TV) Resource Assistant Assistant Producer (Radio) Assistant Director Media Librarian Librarian Closed Captioner	P P P P P P P P	6	44 001	45 737	47 474	49 211	50 948	52 684	54 422	56 158	57 895				
Sportswriter	O	5	42 629	44 188	45 747	47 306	48 865	50 423	51 982	53 541	55 100				
Announcer Communications Assistant Document Center Researcher	O P P	4	39 501	41 061	42 621	44 181	45 740	47 301	48 861	50 420	51 980				
Editorial Assistant Production Assistant (Radio) Documentalist Assignment Assistant	P P P P	3	35 939	37 387	38 833	40 280	41 728	43 174	44 622	46 069	47 516				
Empty		2													
News Clerk	P	1	26 438	28 373	30 279	32 243									
Videojournalist (grandfathered)	O	A	64 523	66 650	69 488	73 741									
Stenotypist	P	B	45 323	47 063	48 804	50 542	52 283	54 022	55 764	57 502	59 242	60 982	62 722	64 461	66 202

* The letter "P" refers to production staff and the letter "O" refers to on-air personnel.

SCRC Salary Scales April 1, 2011

Regular work week of 37.5 hours

1.40%

	*	Gr	Starting	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years	11 years	12 years	13 years
Assignment Editor (National)	O														
Lineup Editor (National)	O	13	65 075	67 695	70 316	72 935	75 557	78 176	80 798	83 418	86 038				
Foreign Correspondent	O														
National Specialized Reporter	O														
National Reporter	O	12	62 360	64 033	65 707	67 381	69 057	70 730	72 404	74 078	75 752				
Host	O														
Assignment Editor (Regional)	O														
Lineup Editor (Regional)	O	11	56 614	58 895	61 174	63 454	65 734	68 014	70 294	72 573	74 853				
Reporter-Producer	O														
Specialized Reporter	O														
Journalist-Presenter	O														
Associate Line-up Editor (National)	O	10	53 361	55 510	57 659	59 808	61 957	64 104	66 254	68 403	70 551				
Associate Assignment Editor (National)	O														
Videojournalist (non-grandfathered)	O														
Media Librarian, Team Leader	P														
Librarian, Team Leader	P														
Journalist-Presenter (Thematic/Blended Newscasts)	O														
Designer-Editor	O	9	50 627	52 665	54 703	56 742	58 782	60 820	62 858	64 896	66 936				
Closed Captioner, Team Leader	P														
Announcer-Interviewer	O														
Journalist	O														
Researcher	O														
Digital Archive Editor	O														
Digital Archive Content Editor	O														
Communications Officer	P	8	46 805	48 777	50 748	52 719	54 690	56 661	58 633	60 604	62 574				
Web Content Editor	O														
Meteorologist	O														
Commentator-interviewer	O														
Evaluation and Programming Officer	P														
Broadcaster-Researcher	O														
Traffic Reporter	O	7	46 066	47 884	49 703	51 521	53 339	55 158	56 975	58 795	60 612				
Columnist	O														
Violence Coding Evaluator	P														
Product Assistant (TV)	P														
Resource Assistant	P														
Assistant Producer (Radio)	P	6	44 617	46 377	48 139	49 900	51 661	53 422	55 183	56 944	58 706				
Assistant Director	P														
Media Librarian	P														
Librarian	P														
Closed Captioner	P														
Sportswriter	O	5	43 226	44 807	46 388	47 968	49 549	51 129	52 710	54 290	55 871				
Announcer	O														
Communications Assistant	P	4	40 054	41 636	43 217	44 799	46 381	47 964	49 545	51 126	52 708				
Document Center Researcher	P														
Editorial Assistant	P														
Production Assistant (Radio)	P	3	36 442	37 911	39 377	40 844	42 312	43 779	45 247	46 714	48 181				
Documentalist	P														
Assignment Assistant	P														
Empty		2													
News Clerk	P	1	26 808	28 770	30 703	32 694									
Videojournalist (grandfathered)	O	A	65 427	67 583	70 461	74 773									
Stenotypist	P	B	45 958	47 722	49 487	51 250	53 015	54 779	56 544	58 307	60 072	61 835	63 600	65 364	67 129

* The letter "P" refers to production staff and the letter "O" refers to on-air personnel.

35.2

Basic salaries shall again be adjusted on March 1, 2012, in keeping with the funding received from the Treasury Board.

Assuming that the rate set by the Treasury Board for the year 2012 is higher or lower than 1.5%, the parties agree to reopen negotiations on salary scales only.

CBC/Radio-Canada agrees to pass on to the SCRC any relevant information on funding granted to it by the Treasury Board and on the salary envelope received by CBC/Radio-Canada.

Any dispute between parties on the level and timing of salary adjustments mentioned previously (after the adjustment of April 1, 2011) shall be submitted to an arbitrator, who shall render a final and binding decision.

Section 36

GENERAL SALARY PROVISIONS

36.1

No employee shall suffer a loss of salary or lose additional pay as a result of the application of this Collective Agreement. It is also agreed that employees shall not enjoy undue gains further to implementation of this Agreement.

36.2

The members belonging to the bargaining unit shall be paid according to the rates, scales and fees appearing in the scale of the minimums provided for in section 35.

During negotiations for additional pay, each employee may be accompanied by a Union representative if so desired.

36.3

Progression within a salary scale shall be automatic, barring indication to the contrary, and shall occur on the anniversary of the employee's appointment to a given salary level.

36.4

Barring express indication to the contrary in this Agreement and subject to the provisions mentioned below, there shall be no reduction of salary. **If an employee** is affected by the provisions of section 32 and if their current salary exceeds the maximum salary in the lower classification, their salary shall be brought back to the maximum level of this classification.

When an employee request in writing to be reclassified, they must submit their application when a vacant or newly created position is posted.

36.4.1

During probation in a new job, the Corporation may return employees to their former classification and former salary.

36.4.2

Staff shall be paid every other Thursday.

Section 37

WORK WEEK, DAYS OFF AND OVERTIME

37.1 REGULAR SCHEDULE

37.1.1

Employees' work week shall be thirty-seven and one-half hours (37 ½). The Corporation may organize schedules based on two (2)-week cycles.

Employees shall be paid at time and a half (1½) their regular salary or receive compensatory leave calculated in the same way, for each extra hour worked over eight (8) hours a day if they have a seven-and-a-half-hour workday, ten (10) hours a day if they have a four-day compressed work week, or thirteen-and-a-half (13½) hours a day if they have a three-day compressed work week. To be entitled to pay for their overtime hours or compensatory leave, employees must receive prior authorization for any overtime work.

Paid leave, such as sick leave, paid holidays, annual leave and compensatory leave shall be accounted for as hours worked in application of the averaging formula up to seven and one-half (7½) hours a day and shall not be subtracted from the averaging formula. The sixth (6th) and seventh (7th) hours worked shall not be accounted for in the distribution of hours.

37.1.2

The two (2) weekly days off shall be consecutive, though not necessarily in the same work week. Two (2) weekly days off may, however, be separated by statutory or declared holidays. The Corporation agrees not to multiply ten (10)-day assignments for a single employee.

37.1.3

Management may not change employees' timecards without notifying them when the change concerned reduces the pay to which they are entitled. Employees shall submit timecards in accordance with management instructions.

37.1.4

Any work performed by employees on a regular schedule on a day off shall be paid at time and a half (1½) their regular salary for all hours worked, the minimum payment being for seven and a half (7½) hours at the increased rate (1½).

37.1.5

When employees on a regular schedule work their two days off, all the hours they work on the second day shall be paid at twice their regular salary, the minimum payment being for seven hours and a half (7½) at double time.

37.1.6

The Corporation shall refrain from regularly scheduling extra hours.

37.1.7

The Corporation shall keep a record of overtime, which it shall send monthly to the Union. It agrees to make every reasonable effort to assign overtime equitably among employees doing the same type of work.

37.1.8 Compensatory leave

37.1.8.1

By indicating their intention on their timecards, regular schedule employees may choose to accumulate or to take, each fiscal year, in the form of compensatory leave, the hours they have worked over eight (8) hours a day if they have a seven-and-a-half-hour workday, ten (10) hours a day if they have a four-day compressed work week, or thirteen-and-a-half (13½) hours a day if they have a three-day compressed work week, as well as work performed on a day off or a holiday.

- i) Compensatory leave may only be taken, however, in half-days or whole days, according to the hours accrued under this option. Any time remaining shall be paid at the appropriate rate.
- ii) Employees are entitled, at any time in the fiscal year during which they have accumulated the compensatory leave concerned, to request that they be paid in cash at the initial rate the time was acquired.
- iii) Employees may take their compensatory leave at a time set by mutual agreement with the Corporation.

37.1.8.2

By indicating their intention, employees may, each fiscal year, choose to convert up to 30 days' overtime paid at their normal salary to compensatory leave. By mutual agreement, this time may be added to their annual leave or taken at other times that suit both the employee and the Corporation. It is agreed that annual leave shall be taken before compensatory leave.

37.1.8.3

Such leave shall accumulate from April 1 to March 31 each year and shall be taken outside the period between June 15 and September 15. If such leave is not used up by March 31 of the following fiscal year, it shall be paid on the following April 30 at the rate at which it was originally accumulated. If the employee leaves or at any time, on the employee's written request, any unused leave shall be paid to said employee at the rate at which it was originally accumulated.

37.1.8.4

It is possible to use other options for paying overtime, including the advance payment of overtime and buyback of overtime.

Advance payment of scheduled overtime is only based on an estimate of scheduled overtime. If the time actually worked exceeds the payment made, the difference shall be paid to the employee.

The employee concerned and the manager may agree to a complete buyback of scheduled overtime. Once a buyback agreement has been concluded, no other payment of overtime may be approved. The agreement shall, however, be reviewed once a year.

37.2 SELF-ASSIGNMENT

37.2.1

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

Self-assigning employees only have to report the leave they take and the work they perform on a statutory holiday, after receiving the required prior authorization.

37.2.2

Self-assigning employees who work a statutory holiday shall be paid at time and a half (1½) their regular salary, or may request compensatory leave.

37.2.3

Self-assigning employees shall conclude agreements concerning their workload. The workload shall be administered according to the following provisions:

At least once a year, the manager shall examine the workload with the employee, it being understood that the work is done according to an average of thirty-seven and a half (37½) hours a week. They shall examine the nature of the employee's assignment, the program objectives, time requirements and the one-day credit allocated for work done on a weekly day off. Work performed on a statutory holiday shall be excluded from this agreement. Buyback of overtime and of the night premium, if necessary, shall be covered by a specific agreement, identified as such (in the contract, if applicable), which may not be changed during its term. The employee shall be responsible for managing the volume of buyback time.

37.2.4

The following sections shall not apply to self-assigning employees:

- Section 38 - Schedule Posting and Changes
- Section 39 - Meals
- Section 41 - Callbacks
- Section 42 - Turnaround Periods and Encroachments

37.2.5

Self-assigning employees are required to submit time sheets as per management instructions.

37.2.6

To be entitled to compensation for their overtime hours or to compensatory leave, self-assigning employees must obtain prior approval for all overtime or all work performed on a statutory holiday or day off.

Section 38

SCHEDULE POSTING AND CHANGES

38.1

For employees having a regular work schedule, the schedule shall be posted two (2) weeks in advance.

38.2

Schedules may be changed if employees are sick or released from their duties, or for any other reason forcing employees to take special leave. Schedules can also be changed after posting when employees are released for union business. Finally, the Corporation may also change the schedule in the following cases:

- a) Emergency or unscheduled events of political, economic or social importance that must be covered and that the Corporation was not aware of or could not normally have been aware of in advance; e.g., death of a political figure or a celebrity, a sudden national or world crisis or disaster or international sports playoffs.
- b) Force majeure: Unscheduled events that the Corporation was not aware of or could not normally have been aware of in advance.
- c) Flexible work organization related to the averaging formula over two (2) consecutive weeks.

38.3

The following provisions shall apply to production staff assigned to General Television programming or major outside programs:

- When the starting times are posted, notice of change of starting time shall be given as soon as possible but at least 24 hours before the new starting time when the starting time is brought forward, or 24 hours before the initial starting time when the starting time is delayed.
- Failing such notice, affected employees shall be credited with all the hours initially scheduled and all the additional hours they worked.

38.4

Any change to be made in weekly days off after posting is subject to the consent of the employees concerned.

38.5

The Corporation shall make an effort to assign shifts and weekend leave equitably.

Section 39

MEALS

39.1

Employees having regular schedules are expected to take, during each shift, an unpaid meal period of at least thirty (30) minutes and at most sixty (60) minutes.

39.2

Employees who are asked to work at least two (2) hours' overtime in addition to their normal shift and who take a second meal period of at least 30 minutes shall receive an allowance determined according to the applicable policy. The second meal period shall be deductible from their workday.

Section 40

NIGHT PREMIUMS

40.1

Employees shall receive a premium of 15 per cent (15%) of their basic hourly rate in addition to their regular salary for any work performed between midnight and 7 a.m.

Section 41

CALLBACKS

41.1

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

41.2

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

41.3

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

Section 42

TURNAROUND PERIODS AND ENCROACHMENTS

42.1

Employees shall have at least eleven (11) hours off between the end of the regular workday and the beginning of another, barring mutual agreement. Hours worked in the intervening eleven (11) hours are paid at one-and-half (1½) times the basic hourly rate.

42.2

The two (2) weekly consecutive days off shall comprise forty-eight (48) hours, plus the eleven (11)-hour period provided for in article 42.1.

42.3

No supplement shall be paid when there is encroachment because the employee works the day after a sick leave, special leave, annual leave of three (3) or more days, paid leave for union duties, or absence without pay.

Section 43

COMPRESSED WORK WEEK

The Corporation may establish a compressed work week, depending on production needs or evaluation of a request made by employees.

43.1 Four-day schedule

43.1.1

Employees with a regular schedule may be asked to work a four (4)-day week, with days of nine and one-quarter hours (9¼) or nine and one-half (9½) hours, as the case may be.

Three (3) consecutive days off, not necessarily in the same work week, shall be scheduled. Statutory or declared holidays may separate two days off.

43.1.2

Employees shall have at least eleven (11) hours off between the end of one regular workday and the beginning of another, barring mutual agreement.

43.1.3

The weekly three (3) consecutive days off shall comprise seventy-two (72) hours, plus the eleven (11)-hour period provided for in section 43.1.2.

43.1.4

Regular employees working a four (4)-day week shall accumulate five (5) days' seniority for each complete week of work.

43.1.5

Time worked in excess of ten (10) hours per day shall be paid at the applicable overtime rate provided for in the Collective Agreement.

The Corporation and the employee may agree on overtime buyback.

43.1.6

When employees work two (2) of their three (3) weekly days off, the time worked on the second day off shall be paid at twice the rate of their usual salary.

When employees work their three (3) weekly days off, the time worked on the third day off shall be paid at twice the rate of their usual salary.

43.1.7

Leave taken during a four (4)-day week shall be calculated in hours for incomplete weeks of leave. The full weeks of leave shall be calculated according to a five (5)-day week.

When a qualification period is expressed in working days, it shall be prorated for employees working four (4)-day weeks. Thus, including but not limited to:

- a) Employees shall not be entitled to a statutory holiday unless they have worked at least twelve (12) days in the thirty (30) calendar days immediately preceding the statutory holiday.
- b) Employees shall be entitled to one and a quarter (1¼) days' paid annual leave for every calendar month of service completed up to 15 working days (three [3] weeks).
- c) Employees who have completed eight (8) years' service shall be entitled to an annual leave credit of 20 working days (four [4] weeks).
- d) Employees who have completed eighteen (18) years' service shall be entitled to an annual leave credit of 25 working days (five [5] weeks);
- e) Employees who have completed twenty-five (25) years' service shall be entitled to an annual leave credit of 30 working days (six [6] weeks).
- f) Employees shall accumulate annual leave credits according to the number of calendar months of service completed during a fiscal year. However, employees who are entitled to their salary for at least eight (8) working days in a calendar month shall be entitled to a full credit.

- g) Employees shall accrue sick leave at the rate of one and a quarter ($1\frac{1}{4}$) days per calendar month of service completed. These credits shall accrue from one month to the next. Employees who are entitled to their salary for at least eight (8) working days in a calendar month shall be entitled to a full credit.

43.2 Three-day schedule

43.2.1

Employees having a regular schedule may be expected to work a three (3)-day week, with days of $12\frac{1}{2}$ hours.

Four (4) consecutive days off, not necessarily in the same work week, shall be scheduled. Statutory or declared holidays may separate two days off.

43.2.2

Employees shall have at least eleven (11) hours off between the end of one regular workday and the beginning of another, barring mutual agreement.

43.2.3

The four (4) weekly consecutive days off shall comprise ninety-six (96) hours, plus the eleven (11)-hour period provided for in section 43.2.2.

43.2.4

Regular employees working a three (3)-day week shall accumulate five (5) days' seniority for each complete week of work.

43.2.5

Time worked in excess of $13\frac{1}{3}$ hours per day shall be paid at the applicable overtime rate provided for in the Collective Agreement.

The Corporation and the employee may agree on overtime buyback.

43.2.6

When employees work two (2) of their three (3) weekly days off, the time worked shall be paid at the applicable overtime rate provided for in the Collective Agreement.

When employees work their third and fourth days off, the time worked on the third or fourth day off shall be paid at twice the rate of their usual salary.

43.2.7

Leave taken during a three (3)-day week shall be calculated in hours for incomplete weeks of leave. Full weeks of leave shall be calculated according to a five (5)-day week.

When a qualification period is expressed in working days, it shall be prorated for employees working three (3)-day weeks. Thus, including but not limited to:

- a) Employees shall not be entitled to a statutory holiday unless they have worked at least nine (9) days in the thirty (30) calendar days immediately preceding the statutory holiday.
- b) Employees shall be entitled to one and a quarter (1¼) days' paid annual leave for every calendar month of service completed up to 15 working days (three [3] weeks).
- c) Employees who have completed eight (8) years' service shall be entitled to an annual leave credit of twenty (20) working days (four [4] weeks).
- d) Employees who have completed 20 years' service shall be entitled to an annual leave credit of twenty-five (25) working days (five [5] weeks).
- e) Employees who have completed twenty-five (25) years' service shall be entitled to an annual leave credit of thirty (30) working days (six [6] weeks).
- f) Employees shall accumulate annual leave credits according to the number of calendar months of service completed during a fiscal year. However, employees who are entitled to their salary for at least six (6) working days in a calendar month shall be entitled to a full credit.
- g) Employees shall accrue sick leave at the rate of one and a quarter (1¼) days per calendar month of service completed. These credits shall accrue from one month to the next. Employees who are entitled to their salary for at least six (6) working days in a calendar month shall be entitled to a full credit.

43.3

If employees who work a compressed work week are away for the compressed hours of their week, it is agreed and understood that their replacements (if applicable) shall assume the same hours under the same conditions.

43.4

The full Collective Agreement shall apply subject to the specific provisions of section 43, which replace or amend the corresponding sections.

Section 44

JOB SHARING

44.1

Job-sharing occurs when two (2) regular employees share a permanent full-time position at the employee's workplace and the shared position continues to be designated as a regular full-time position.

44.2

The way the hours are shared shall be determined by the parties to the sharing agreement, but in no case shall the employee work less than 18¾ hours a week or less than seventy-five (75) hours a month. It is understood that the work week shall consist of five (5) days shared between the two employees and that the provisions of section 37 respecting overtime shall apply to this job-sharing agreement. It is clearly understood that there will be no accrual of allowances or benefits for anyone under such an arrangement.

44.3

Employees whose application for job sharing has been approved shall have their benefits—dental plan, annual leave, sick leave and so on—prorated according to the hours they work. Anyone who takes part in job-sharing shall be enrolled in the Pension Plan (Part II).

The Corporation shall continue to pay supplementary health care premiums. By way of example, when employees share a job, for instance, one person working Monday, Tuesday and Wednesday, and the other person working Thursday and Friday, if a statutory holiday coincides with the turn of the employee normally scheduled, the latter shall be paid for the statutory holiday and the other employee shall not. The Corporation shall not pay the same statutory holiday twice. Seniority shall continue to accrue. Employees, however, while they take part in a job-sharing arrangement, shall not accumulate continuous service for purposes of severance pay, but the time they actually work is credited to them. Beyond forty (40) hours, the overtime rate shall apply.

44.4

All the details of a job-sharing arrangement shall be recorded in writing and the Corporation, Union and employees shall sign the agreement before it comes into effect.

44.5

The Corporation or the employees concerned may cancel a job-sharing agreement on four (4) weeks' prior notice.

Section 45

TRAVEL

45.1

The entire time employees spend travelling in the performance of their duties is regarded as time worked, except for the time spent travelling by public transit between midnight and 8 a.m., local time, which does not entitle employees to a time credit if they have a chance to sleep. For the purposes of this article, a single berth in a train provides the employee with a chance to sleep.

45.2

Employees on a foreign mission for seven (7) or more days shall take two (2) consecutive days off a week unless prohibited by departmental requirements.

45.3

The Corporation shall reimburse the expenses of employees who travel for work purposes, in accordance with the Corporation's policy on travel in Canada and abroad.

45.4

Employees who agree to use their personal car on agreement with their department head or representative shall be entitled to an allowance provided for under the Human Resources policies respecting travel.

45.5

Employees do not have to use their personal car in the performance of their duties.

45.6

The Corporation shall pay for a taxi for employees who have to travel to and from work when public transit is not running. The Corporation shall pay only the fraction of the trip not served by public transit. It shall reimburse the employee up to fifteen dollars (\$15) on presentation of a receipt.

Section 46

WORKING CONDITIONS AND SAFETY

46.1

The Corporation shall ensure the observance of government standards relating to the safety, health and welfare of its employees and, as a consequence, shall assume responsibility for the occupational health and safety of said employees, having regard for their obligations to take all reasonable and necessary precautions.

46.2

The Corporation and the Union shall form a committee to assess, study, improve and apply all statutory provisions and regulations regarding the safety, health and welfare of employees.

The Committee shall comprise one representative from the Union and one from the Corporation, who will be responsible for its actions. Union representatives from other bargaining units or other employee associations having related interests may be brought into the Committee.

The Union representative on the committee provided for in this section shall be released from duty with pay.

The Committee shall meet as soon as possible following a request for a meeting by either party.

46.3

Complaints relating to occupational health and safety shall be submitted first to a committee provided for in this section. Should the Corporation fail to remedy the situation complained of as quickly as possible, the Union may file a grievance.

46.4

The parties shall name their representatives to the Occupational Health and Safety Committee within thirty (30) days following the signing of the agreement.

46.5

The Corporation shall ensure that employee facilities are always in a clean and sanitary condition.

46.6

The Corporation agrees not to impose on employees against their will an assignment involving disproportionate risks in relation to the normal requirements of their profession. The Corporation recognizes employees' right to submit their own assessment of the risks involved in an assignment.

46.7

The Corporation agrees to employ the necessary complement of employees to meet normal workloads, particularly during vacation periods, holidays and weekly days off and, when possible, during absences through sick leave, unless there is a reasonable reduction in the work load at such times.

46.8

The Corporation shall not impose unreasonable amounts of work upon its employees forcing them to work at an accelerated rate.

46.9

46.9.1

To identify staff requirements, the Corporation shall draw up staffing plans for each department and program. These plans shall be updated and submitted to the Union once a year (on October 1).

To this end, the Corporation shall provide the Union with the information below:

- a) List of regular employees;
Job title
Name of incumbents or their replacement(s) and the date that the replacement ends
City
Seniority
Status
Component
- b) List of vacant positions:
Job title
City
Vacancy date
- c) List of term employees:
Employee's name
Replacement's name
Reason for hiring (special event, emergency situation, specific need)
Length of hiring
- d) List of term employees working full-time and not serving as replacements

46.10

The Corporation shall provide employees with good quality equipment with which to perform their duties. However, should an item of Corporation equipment be lost or damaged, employees shall be responsible for reporting same immediately upon becoming aware of it.

46.11

Employees shall take proper care of the equipment provided by the Corporation. The Corporation shall be responsible for maintaining such equipment.

46.12 – Clothing allowance

Because television news reporters providing live coverage outdoors have to work in changing weather conditions, they shall, upon submission of receipts, be reimbursed for the cost of outdoor clothing to a maximum of six hundred dollars (\$600) every two (2) years.

Section 47

PROFESSIONAL PROVISIONS FOR INFORMATION STAFF

47.1

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

47.2

In order to fulfill the mandate given to the Corporation by Parliament by the *Broadcasting Act* and the statutes arising from it, the parties recognize that the professional obligations of the Corporation and of its employees are first toward the public, which is entitled to news and information that is impartial, complete, factual and balanced, in accordance with the provisions of section 47.1.

47.3

Taking into account section 47.1 and subject to 6.2, all employees in the performance of their duties shall adhere to the corporate guidelines, especially those contained in the Corporation's *Journalistic Standards and Practices*.

47.4

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

47.5

The Corporation acknowledges the right of any employee or group of employees to challenge the application of its policies and guidelines in accordance with section 11.

47.6

The Corporation shall send each employee who has not already received it, a copy of its *Journalistic Standards and Practices*, and shall convey any subsequent changes; employees shall acknowledge receipt in writing.

47.7

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

47.8

The Corporation shall endeavour to ensure the continuity of an employee's assignment to cover an event.

47.9

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

47.10

In the event of legal action being taken against an employee following the broadcast of a report or news item made by said employee, the Corporation shall defend the employee and pay any professional fees incurred in accordance with section 47.13, provided that:

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

47.11

In civil matters where employees have cooperated with the Corporation in their defence and proof does not reveal any facts contrary to the conditions listed in section 47.10 a), the Corporation shall indemnify the employee against any judgment rendered.

47.12

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

47.13

In all cases listed in sections 47.10 and 47.12, the Corporation shall consider the employee's suggested choice of lawyer.

47.14

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

47.15

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

47.16

When in accordance with section 47.14 the Corporation provides third parties with news items, broadcast or not, it will immediately inform the employees concerned or in their absence, their Union representative.

47.17 Awards

- a) The Corporation may, at its discretion, enter news reports by its employees in appropriate competitions, and in the event that an award is granted for the excellence of the work by one or more members of a team, the Corporation shall give them the award. The Corporation shall also allow such employees, when appropriate, to go and accept the award in question.
- b) With the Corporation's authorization, employees may submit news reports on which they worked to competitions targeting individuals rather than organizations.

47.18 Credits

All members belonging to the unit shall be eligible for inclusion in credits in accordance with Corporation policy. They may, however, request in writing that they be excluded.

47.19

The Corporation shall make documentation services meeting production needs available to its employees.

Section 48

STATUTORY HOLIDAYS

48.1

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

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

as well as any other day officially proclaimed as a statutory holiday by the federal, provincial or municipal authorities in the area in which the place of employment is located. When a holiday is proclaimed by these authorities owing to the fact that one of the above-mentioned holidays falls on a Saturday or Sunday, it is agreed that the Saturday and/or Sunday or proclaimed holiday shall be deemed to be a holiday but not both. If December 27 is proclaimed a holiday instead of December 26, one of the two (2) days, at the discretion of the Corporation, shall count as a holiday but not both. The Corporation shall advise employees two (2) weeks in advance of which days it recognizes as holidays.

The Union may ask the Corporation, by April 1 each year, to replace the statutory holiday given for Remembrance Day with a day off on January 2. The Corporation shall not withhold its consent without just cause.

- b) In addition, any other holiday so declared by the Corporation shall be granted to employees covered by this Agreement.
- c) In addition, if federal, provincial or municipal authorities do not proclaim them as holidays, the Corporation shall declare the following as holidays:

If New Year's Day falls on Tuesday, December 31.

If New Year's Day falls on Thursday, January 2.

48.2

Employees shall not be entitled to holiday pay:

- a) if they have refused to report for work on a holiday, after being called;
- b) if they were not entitled to pay for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.

48.3

Subject to the provisions of section 48.2 b), salary shall not be deducted for a holiday falling during a period of absence without pay for Union duties covered under sections 9.1 a) and c).

48.4

Days off may fall in separate work weeks or in the following work week next to one (1) or more statutory holidays, or separated by one (1) or more statutory holidays, and when no work is scheduled on the statutory holiday(s) in question.

When a statutory holiday provided under section 48.1 coincides with the employee's day off, the employee's day off shall be moved on a date set by mutual agreement between the employee and the Corporation, when the employee shall be paid as if for a regular day of work at the basic rate.

48.5

Work performed on a statutory holiday shall be paid at one and a half (1½) times the employee's regular rate for all the hours worked, the minimum payment being seven and a half (7½) hours at time and a half.

48.6

The Corporation and the employee may negotiate in an individual work contract an arrangement providing for buyback of work performed on a statutory holiday.

Section 49

ANNUAL LEAVE

49.1

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

49.2

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

- c) Employees who have completed twenty-five (25) years of service shall be granted thirty (30) working days of annual leave (six [6] weeks).

49.3

Leave accumulated during a fiscal year may be granted to employees only in the following fiscal year. Provided the Corporation agrees, employees may carry forward their annual leave credits to the following fiscal year.

49.4

If the Corporation should improve its leave regulations, such improvement will automatically become part of the Agreement.

49.5

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

49.6

Upon separation from staff, employees shall receive a cash payment equivalent to salary for unused annual leave credits.

49.7

Holidays that occur during annual leave are credited to the employee and can be added to such leave.

49.8

Employees may, with Corporation approval, extend their annual leave at their own expense for a reasonable time. Such requests must be made before departure on annual leave except in emergencies.

49.9

Pay during annual leave is calculated on the basis of the employee's annual salary.

49.10

Annual leave shall be arranged according to Corporation seniority and may be taken all at once or in several parts, as employees wish, subject to operational requirements, but no employees shall be required to take their annual leave before May 1 or after September 30. Employees must indicate their preference, subject to seniority, before April 1, otherwise they will lose such preference. The vacation schedule shall be posted before May 1.

49.11

Should employees' annual leave be interrupted during a period of at least five (5) consecutive calendar days because of a serious illness or injury that disables them, or for a shorter period if they are hospitalized or finally as the result of a death in their immediate family qualifying for special leave, the days of annual leave they miss shall be taken from their short-term disability or sick leave credits, provided the Corporation receives medical proof.

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

Section 50

SPECIAL LEAVE

50.1

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

- marriage: five (5) days
- legal separation or divorce: one (1) day for appearance in court.

For the death of a spouse or a child, the employee is entitled to leave for each working day within the 5-day period following the day of the death.

For the death of a father, mother, parents-in-law, a brother, a sister or any relation who is a permanent member of the household of an employee or with whom an employee lives, the employee is entitled to leave for each working day within the 3-day period following the day of the death.

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

50.2

Special leave may also be granted to allows employees to deal with domestic contingencies or unforeseen emergencies that affect their immediate families.

Section 51

LEAVE FOR JURY DUTY

51.1

Employees required to serve as a witness or juror shall receive regular salary for the period upon satisfactory evidence of such service.

Section 52

ABSENCE WITHOUT PAY

52.1

Employees may, upon agreement with the Corporation, take absence without pay for such time as is agreed between the employee and the Corporation.

52.2

Conditions of return to work shall be agreed upon between the Corporation and the employee before the employee's departure.

52.3

Employees returning to the service of the Corporation after a period of absence without pay shall have their salaries adjusted in accordance with increases obtained during renewal of the Agreement.

Section 53

PARENTAL LEAVE

53.1

For the birth or legal adoption of a child, all CBC/Radio-Canada employees who have at least six (6) months' continuous service shall be entitled to leave of up to 52 weeks, in accordance with the following provisions.

53.2 Maternity leave

53.2.1

For the birth or legal adoption of a child, all CBC/Radio-Canada employees who have at least six (6) months' continuous service shall be entitled to leave of up to 52 weeks, in accordance with the following provisions.

53.2.2

Employees with at least one (1) year's continuous service who are eligible for special Employment Insurance (EI) maternity or Quebec Parental Insurance Plan (QPIP) benefits shall receive supplemental EI or QPIP benefits equal to 93% of their basic weekly salary for the first **two** (2) weeks of leave and supplemental EI or QPIP benefits equal to the difference between the special EI maternity benefits and **80 %** of their weekly salary for up to fifteen (15) additional weeks.

53.2.3

Expectant mothers having at least 12 consecutive months' continuous service and who are not eligible for EI benefits may take:

- a) two (2) weeks' leave with full pay;
- b) up to 15 weeks' leave without pay.

53.2.4

When employees receive, under the terms of EI, income from other sources and consequently their normal weekly level of special EI maternity benefits is reduced, the Corporation shall not increase its supplemental unemployment benefits to cover the decrease in EI benefits.

When employees receive, under the terms of EI, income from other sources, which when added to the special EI maternity benefits and SUB payments exceed 95% of their salaries, SUB payments shall be reduced by the same amount.

53.2.5

Employees who take leave before the beginning of their maternity leave for medical reasons associated with their condition may apply for sick leave or short-term disability leave in the usual way. Pregnancy in itself, however, shall not entitle employees to sick leave.

53.3 Adoption leave

53.3.1

Employees who adopt a child and who are actively responsible for the care and custody of this child shall be entitled to leave, with the same benefits and conditions as those of an employee who gives birth to a child.

However, the period during which they are entitled to the supplemental unemployment benefit equal to the difference between the special EI parental benefits and 75% of their weekly salary shall be limited to the period during which they are paid special EI parental benefits, or a maximum of ten (10) weeks, which may be extended to 15 in special circumstances.

53.3.2

Employees who have six (6) months or more of continuous service and who adopt a child of a close family member or their spouse's close family shall be entitled to 24 weeks' leave for child care without pay. The employee shall not be entitled to maternity, paternity or additional unpaid leave.

53.4 Child-care leave

53.4.1

Child-care leave is authorized leave without pay, lasting up to 24 weeks, which all employees having more than six (6) months' continuous service may take when they are actively responsible for the care and custody of a newborn or newly adopted child. Such leave may be taken by either parent or shared between them.

53.4.2

At the female employee's request, such leave may begin:

- a) on the expiry of her maternity leave;
- b) the day the child is born; or
- c) the day she becomes actively responsible for the care and custody of the child.

53.4.3

At the male employee's request, this leave may begin:

- a) on the expiry of any maternity leave taken by the employee's spouse in connection with the child, in accordance with the *Canada Labour Code* or provincial legislation;
- b) the day the child is born; or
- c) the day he becomes actively responsible for the care and custody of the child.

53.5 Absence without pay

53.5.1

Employees having at least six (6) consecutive months' continuous service who are eligible for maternity or adoption leave shall be entitled to absence without pay of up to 52 weeks for maternity-related needs and for the care of their child. The total of the 17 weeks' maternity or adoption leave, plus child-care leave (up to thirty-five [35] weeks), plus the absence with pay shall not exceed fifty-two (52) weeks.

53.5.2

In addition to maternity and child-care leave, additional unpaid leave may be granted.

Employees eligible for special EI parental benefits may, on request, receive parental leave without pay for the period during which such benefits are paid. These benefits may be paid to both natural and adoptive parents while they are taking care of a newborn or adopted child. The benefit period, lasting a maximum of ten (10) weeks, may be allocated to one of the parents or shared between the two (each parent receiving five [5] weeks' benefits together or separately) if both parents are eligible. This maximum shall be increased to fifteen (15) when the child is at least six months old on arrival at the beneficiary's home and has physical, psychological or emotional problems requiring extension of the care period. These benefits are payable at any time during the year following the child's arrival in the home.

The total period of parental leave, however, may not exceed fifty-two (52) weeks.

53.6 Parental leave

53.6.1

A parent who does not take maternity or adoption leave and has at least 12 consecutive months' continuous service shall be entitled to parental leave with pay of three (3) days for the birth or adoption of a child.

53.6.2 Paternity leave

In addition, an employee with at least twelve (12) months' continuous service and who are eligible for Employment Insurance (EI) parental leave* or Quebec Parental Insurance Plan (QPIP) paternity benefits shall receive supplemental EI or QPIP benefits equal to 93% of his basic weekly salary for

the first two (2) weeks of leave and supplemental EI or QPIP benefits equal to the difference between regular EI benefits or QPIP benefits and 80% of his weekly salary for up to ten (10) additional weeks.

*Reference: Human Resources Policy 2.2.6.

53.7 Authorized leave

53.7.1

If eligible, employees may take authorized leave, with or without special monetary benefits, in the following circumstances:

- *Expectant mother*: maternity leave, child-care leave, absence without pay
- *Adoptive parent taking adoption leave*: adoption leave, child-care leave, absence without pay
- *Parent (not taking maternity or adoption leave) who takes a child in the home*: three days' parental leave, child-care leave, absence without pay

53.8

When both parents work for the Corporation, a maximum of fifty-two (52) weeks' parental leave may be shared between the two (2) employees.

53.9 Benefits

53.9.1 Pension Plan

For employees who are eligible for EI benefits and who have one (1) year's continuous service, the first four (4) months of adoption or maternity leave count as pensionable service under the Corporation's Pension Plan, but no contribution shall be required of the employee (the Corporation shall continue to make its contribution to the plan). At no time may pensionable service during maternity or adoption leave exceed four (4) months without a contribution being required of the employee.

Employees who have one (1) year's continuous service and who are not eligible for EI benefits shall pay their regular contributions to the Pension Plan during the first two (2) weeks of leave with pay, but shall not have to do so for the following fifteen (15) weeks.

The first four (4) months count as pensionable service only if employees return to work at the end of the maternity or adoption leave and any other leave authorized under this policy, and if they resumes their pensionable service (i.e., if they receive a salary for fifteen (15) days in a calendar month and thus begin contributing to the Pension Plan).

Employees who have more than six (6) but less than 12 months' continuous service and who take child care leave may choose to maintain their pensionable service if they continue to pay their share of contributions to the Plan during this period.

Employees who take absence without pay after maternity leave and child-care leave may choose to maintain their pensionable service if they pay both the employee and employer share of contributions

during this period. The commitment to pay two shares shall be made before the beginning of child-care leave, and the payment arrangements shall be made on the employee's return to work.

Maternity, adoption and child-care leave count as pensionable service only if employees work for at least fifteen (15) days in the month following the end of the authorized leave.

53.9.2 Other benefits

- (i) During the maternity, paternity, adoption, parental or child-care leave, the Corporation shall continue to pay, free of charge to the employee, the benefits it grants its employees, namely supplementary health insurance, dental insurance, and basic group life insurance.

During absence without pay, employees may maintain their coverage by paying all the premiums themselves.

- (ii) In the case of benefits paid by employees, employees may make the necessary arrangements to maintain the benefits at their own expense.

53.10 Break in service

53.10.1

Continuity of service for purposes of seniority shall not be broken if employees resume work in accordance with the authorized duration of their leave.

53.11 Annual leave

53.11.1

Employees shall accumulate annual leave credits during their maternity, paternity or adoption leave just as if their were at work provided they work at least ten (10) days during the month following the end of their authorized absence.

53.12 Severance pay

53.12.1

The first four (4) months of maternity, paternity or adoption leave count as service for the purposes of calculating severance pay provided employees work at least fifteen (15) days at the end of their authorized leave.

53.13 Applications for leave

53.13.1

Applications for maternity leave indicating the desired length and accompanied by a medical certificate shall be submitted in writing at least four (4) weeks in advance, unless the employee has a valid reason for not doing so. Leave may begin no sooner than eleven (11) weeks before the expected date of birth and employees may remain at work after the 30th week of pregnancy on presentation of a medical certificate attesting that they may continue to perform their usual jobs.

Applications for legal adoption leave shall be submitted in writing at least four (4) weeks before the beginning of maternity or legal adoption leave.

Applications for child-care leave shall be submitted in writing at least four (4) weeks before the end of maternity or legal adoption leave.

Employees shall indicate the expected length of leave in their applications.

53.14 Return to work

53.14.1

Employees may return to work at any time after their delivery provided they are able to perform their usual duties and give the Corporation two (2) weeks' prior notice.

53.14.2

During their absence for parental leave, term employees accumulating at least 195 days on a callback list shall maintain their ranking on this list.

When they return to work, employees shall maintain, in relation to the person ranked after them, the same difference in days worked that existed before their departure.

If employees had accumulated fewer than 260 days when they took parental leave, their probation shall resume from where it left off and must be completed in accordance with section 18.5.

53.15

Employees who are unable to return to work on account of inability or illness shall receive the benefits provided for in section 55, provided they have maintained their coverage.

53.16

Employees who do not return to work at the end of the leave they requested and obtained shall be dismissed on the last day of their authorized leave.

53.17

Employees may request to change the length of their child-care leave (without exceeding the maximum allowable length) by submitting a written request to the Corporation four (4) weeks prior.

53.18

There shall be no accumulation (double payment) of amounts or benefits granted by CBC/Radio-Canada in the application of this section.

Section 54

DEFERRED SALARY LEAVE

54.1

The Deferred Salary Leave Plan is an arrangement offered by the Corporation whereby eligible employees may defer part of their gross bi-weekly salaries exclusively for the purposes of funding a future period of self-funded leave.

54.2

This plan aims to give all regular employees the opportunity to take leave for educational, recreational or other purposes and to save up for what amounts to absence without pay by deferring pre-tax income over a maximum period of five (5) years.

54.3

This leave, which may last either twenty-six (26) or fifty-two (52) weeks, shall be taken during the final year of the salary deferral period agreed upon between the employer and employee. A trust officer shall sign the application form.

54.4

The plan is open to regular employees with at least two (2) years of service as of January 1 of the first year of participation in the plan.

54.5

Employees shall enrol three (3) months before the start of the deduction period.

54.6

Employees shall enrol in the plan by filling out an application form, available at Human Resources, which must include the exact dates of the requested leave. The leave application must be approved by the vice-president of the component.

54.7

Subject to the provisions of the *Income Tax Act* (including the Regulations) and interpretations and policy statements issued by the Canada Revenue Agency, plan provisions and operational needs, the Corporation shall endeavour to accede to any request. A request shall be rejected only in cases of rare operational challenges, such as a leave request that coincides with a period in which the Corporation requires the specific services of the employee or too many simultaneous leave requests have been received in the same department. In these situations, a meeting shall be held with the employee(s) in question to resolve the issue.

54.8

If the planned leave is for twenty-six (26) weeks, the employer shall pay the trustee, on a bi-weekly basis during each year of the deferral period, the following percentage of the employee's salary:

- Sixteen and two-thirds percent (16⅔%) if the deferral is over three (3) years
- Twelve and a half percent (12½%) if the deferral is over four (4) years
- Ten percent (10%) if the deferral is over five (5) years.

If the leave is for fifty-two (52) weeks, the above percentages are doubled for the same deferral period.

54.9

All income received from the trustee during the leave represents taxable income and a T4 shall be issued for the period (of six months to one year) in which payments are received.

54.10

The trustee shall make the appropriate investments during the period in which employees save up for leave. Interest earned on these investments shall be paid out to employees each year by the trustee. This interest may not be compounded and constitutes taxable income for the year in which it was received.

54.11

Regular employees temporarily assigned outside the bargaining unit are still eligible for the plan.

54.12

Employees promoted or transferred to a position in the bargaining unit who meet all the other eligibility criteria may apply for the plan.

54.13

Employees shall be considered to be on absence without pay during the leave period.

54.14

While on deferred salary leave, employees must not work for or receive any salary or wages from the Corporation.

54.15

Employees shall take absence without pay, subject to collective agreement and plan provisions, and shall receive from the trustee the total amount of their investment, without any further contribution from the Corporation. As per the *Income Tax Regulations*, employees must return to work with CBC/Radio-Canada for at least the same length of time as the period of leave.

54.16

During the effective deferred salary leave period, employees shall receive each week one twenty-sixth (1/26) or one fifty-second (1/52), as the case may be, of their deferred salary, plus any investment income generated by the trustee.

54.17

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

54.18

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

54.19

Employees' participation in the benefits and pension plans continues during the leave period at a rate that reflects employees' full basic salary. Employees shall maintain all benefits during the leave period. Premiums are the sole responsibility of employees, who must cover both the employer and employee shares. Payment must be made in full at the start of the leave or by a series of post-dated cheques covering the leave period.

54.20

During the leave period, employees shall contribute to the Pension Plan by paying the employer and employee shares. To be eligible, employees must be at work for a contribution period of the same length of time as the leave taken. Employees shall pay their own and the employer's contributions as outlined in the CBC Pension Plan.

54.21

Contributions to the CBC Pension Plan are based on the gross basic salary before the deduction of Pension Plan contributions. The basic salary is used to determine the contribution amount and to calculate pensions.

54.22

Employees on deferred salary leave are entitled to normal anniversary progression on the salary scale, starting upon their return from leave.

54.23

Upon their return, employees shall resume the position they held at the time of departure. The employee's assignment shall be agreed upon by the employee, the Union and the employer.

54.24

An employee's participation in the deferred salary leave plan may be terminated in the following circumstances: the employee ceases to be employed by the Corporation; resignation; transfer to a position outside the bargaining unit; or financial hardship. In these cases, the trustee shall pay the employee all deferred funds outstanding.

54.25

In the event of employees' pre-retirement, early retirement or death occurring before or during the effective deferred salary leave period, the employees or their estates shall receive an amount equal to the difference between their established salaries plus the investment income earned by the trustee, and the actual amount paid out during the leave period.

54.26

All plan contributions shall be transferred by CBC/Radio-Canada into a trust fund. The trust fund is held by the trustee and is not part of the Corporation's income or assets.

54.27

The trustee shall ensure that plan contributions are invested in accordance with trust agreement guidelines.

54.28

At the end of each year, the trustee shall inform participants of the interest earned on their investments, accumulated principal, and unpaid interest.

The Corporation shall cover plan administration costs, except those related to trustee fees, which under the trust agreement, are chargeable to the trust fund and must be borne by participants.

54.29

Neither the Corporation nor a plan participant may use the plan as collateral for the purposes of securing a loan, or any other purpose.

Section 55

SHORT- AND LONG-TERM DISABILITY

55.1

Employees are protected against any loss of basic salary due to disability arising from sickness or injury under the Short-Term Disability or Long-Term Disability Plan.

55.2 Short-Term Disability

Employees shall receive STD benefits according to the following schedule:

Length of Service	Benefits	
	Days at 100%	Days at 66 ² / ₃ % Basic Salary
3 months but less than 1 year	10 working days	75 working days
1 year but less than 2 years	20 "	65 "
2 years but less than 3 years	30 "	55 "
3 years but less than 4 years	40 "	45 "
4 years but less than 5 years	50 "	35 "
5 years but less than 6 years	60 "	25 "
6 years but less than 7 years	70 "	15 "
7 years or more	85 "	0 "

New employees who are absent on account of illness or injury during the first three (3) months of service may receive up to five (5) days short-term disability benefits (at 100% of basic salary).

55.3 Long-Term Disability Plan

55.3.1

Employees who are disabled, within the definition given in the LTD plan, for a period of over eighty-five (85) working days are entitled to receive (unless they have chosen the option in section 57.1) from the 86th day of disability, income protection benefits equal to sixty per cent (60%) of their basic salary until their recovery, retirement, or death. Claims under the LTD plan may be subject to review before being approved.

55.3.2

In cases where employees who have recovered are deemed fit to resume their former duties but are potentially hindered from doing so by a temporary medical restriction, said employees may be reinstated in their positions, as long as the necessary temporary accommodations can be made for the position in question. If employees have recovered but cannot fill their regular positions because of temporary restrictions, they may be assigned a gradual return-to-work program or to available transition work. If the medical restrictions are of a permanent nature, the Corporation will do

everything in its power to make the necessary accommodations, within reason, to help employees resume their regular positions.

Employees who have recovered and can no longer fill their former positions, or whose positions were abolished during their absence, shall be reassigned within the unit or bump, in keeping with the provisions of section 32 of this Collective Agreement. The joint manpower committee shall take into account their training, skills, education, experience, as well as their physical or mental condition.

If, owing to medical restrictions, employees are reassigned to or bump a position in a lower salary group, they shall be paid a salary equal to the basic salary they were earning on the date the long-term disability began, but this salary shall be frozen until the salary scale of the new position catches up to their former salary level.

If, at the end of this process, the Corporation and the Union are unable to find a position for the employee, the employee's employment shall still be guaranteed.

55.3.3

Employees receiving LTD benefits are exempt, during the period they receive them, from paying premiums to the various optional plans, while maintaining full insurance coverage. They are also exempt from paying into the CBC Pension Plan, while continuing to accumulate pensionable service.

55.3.4

All the sick leave credits accumulated by employees before joining the new plan will be frozen and "banked" for them. These "credits" may be used in accordance with the following options or in any other manner that may be offered to them.

Employees with less than seven (7) years of service can draw on their banked credits to ensure they receive a full salary in case of short-term disability.

Employees who are at work and whose age, added to their banked sick leave credits or short-term disability benefits can guarantee them income security until retirement, may drop out of the LTD plan.

Similarly, employees receiving LTD benefits whose age, added to their "banked" sick leave credits, guarantees them a disability income until retirement, may drop out of this plan. In the event that the salary scale for the position (or its equivalent) abandoned by the disabled employee increases, the income protection shall correspond to the higher salary in effect at the time the employee chose to use "banked" sick leave credits rather than continue to receive a long-term disability income.

Employees may decide to draw on their "banked" sick leave when their short-term disability coverage is exhausted before beginning to receive long-term disability benefits.

55.3.5

The bargaining units shall have the right through their representatives on the Consultative Committee on Staff Benefits to participate in the election of a Union representative to sit on the Claims Settlement Committee, which examines applications for LTD benefits and may, when an application involves an employee, name a representative of the Union who will sit on the committee during this particular claim settlement.

Section 56

LIFE INSURANCE

56.1

The premium for the Corporation's group life insurance is \$0.15 biweekly for every \$1,000 of insurance. If the premium increases, the Corporation shall continue to pay the same proportion. This provision shall apply only to regular employees who have not joined the new benefit plans. It is agreed that any eligible employees hired after April 1, 1977, shall belong to the new plans as of their hiring.

56.2

The Corporation shall provide eligible employees, free of charge, with "comprehensive" life insurance coverage of \$25,000 or twice the employee's basic annual salary (when the latter amount is higher). All employees shall be entitled to purchase optional insurance coverage (at group rates). Employees may decide to participate in any optional component of the new group life insurance program in accordance with the provisions of the insurance policy.

In addition to the basic "comprehensive" life insurance provided by the Corporation under section 56.2, employees may take out additional insurance equal to one time (1x), two times (2x) or three times (3x) their basic annual salary, for a total equivalent to five times (5x) their salary at the group rate.

Medical evidence is required in all such cases, except in the one-time (1x) option.

56.3

Dependants' life insurance worth \$15,000 for a spouse and \$7,500 for each child. Common-law marriages shall be recognized after one (1) year's cohabitation and single parents are eligible. The family premium remains the same irrespective of the number of dependants. Medical evidence of insurability is not mandatory if employees enrol:

- 1) within 30 days of the date of their marriage;
- 2) within 30 days of the birth of their child;
- 3) within 30 days of their date of employment;
- 4) within 30 days of the first year of cohabitation.

56.4

Reducing term insurance of up to \$100,000 is available at group rates and evidence of insurability must be provided. The premium remains set at the rate established according to the employee's age at the time of enrolment.

56.5

The current optional 24-hour insurance plan against accident, death and dismemberment shall continue to be available to employees, who may choose to join the plan or leave it every year on April 1.

56.6

A paid-up life insurance policy worth \$4,000 is available without cost to all eligible employees at the normal retirement age. Employees who retire early (before 65) remain insured free of charge up to the normal retirement age for the basic life insurance described in section 56.2.

56.7

The Corporation shall insure employees at its own expense:

- a) while travelling for the Corporation, up to \$25,000 against accidental death or dismemberment;
- b) on assignment to an area classified by insurers as dangerous because of war risks, for an additional amount of \$275,000.

Section 57

SICK LEAVE

57.1

Term employees with less than thirteen (13) weeks, as well as casual and part-time employees, accumulate sick leave at the rate of one and one-quarter (1¼) days per calendar month of service rendered. Such credits are earned month by month. However, employees who are entitled to their salary for at least ten (10) working days in a calendar month are entitled to a full credit.

57.2

Term employees hired for less than 13 continuous weeks, as well as casual and part-time employees, shall not be eligible for short-term or long-term disability.

57.3

Upon using up their sick leave credits, eligible employees shall receive the special 13-week disability insurance provided for in Human Resources Policy 4.10.

57.4

Employees who are ill shall notify their department head as soon as possible. Employees shall, if requested, usually before their return to work, provide a certificate (provided by a qualified physician of their choice) attesting to their inability to perform their duties.

57.5

Before reporting for duty, employees who have been absent because of serious illness or accident or because of contagious disease must produce upon request evidence of good health satisfactory to the Corporation showing that they have recovered and are able to resume normal duties. Upon receipt of such evidence, the officer in charge of personnel will authorize employees to return to duty.

57.6

In accordance with established practice, the Corporation shall give paid leave to any employees who, in the performance of their duties, receive an injury eligible for compensation under the *Government Employees Compensation Act*. Such leave shall not be deducted from the employee's leave credits.

Section 58

HOSPITAL AND HEALTH INSURANCE FOR REGULAR FULL-TIME EMPLOYEES

58.1

When the Corporation pays, by means of social security taxes, provincial/territorial health and hospital insurance plan premiums directly, no refund shall be granted to employees. Where there is not a payment mechanism, the Corporation shall pay 100% of the provincial/territorial health and hospital insurance plan premiums to ensure the employee's coverage.

If, in future, the Corporation is no longer required to pay these premiums as the result of legislation being passed or the introduction of another form of payment, it reserves the right to keep all the savings that might arise from the new funding method.

58.2 Supplementary health insurance

For eligible employees, unless otherwise specified herein, the Corporation shall pay the premiums due for the supplementary health insurance plan in effect when this Agreement was ratified.

Salary adjustment

The costs of the supplementary health insurance plan shall be covered in part by a 0.1% reduction in basic salary increases. This salary adjustment shall take effect annually on the dates when the salary scales are scheduled to come into force, as of 2010.

58.3

Whatever the circumstances, there shall be no accumulation (double payment) of benefits or rights granted by CBC/Radio-Canada. This provision shall not apply to employees' private insurance plans.

Section 59

TRAINING AND DEVELOPMENT

59.1

When it is in the interest of the employee and the Corporation, the Corporation shall encourage creative renewal activities by its employees, including, but not limited to, the following:

- a) Training activities:
 - full-time education
 - part-time education
 - participation in seminars
 - mentorships
 - retraining
 - sabbatical leave

- b) Professional activities:
 - attendance at symposiums and conferences
 - exchanges with other CBC/Radio-Canada stations
 - exchanges with other media organizations

59.2

Sabbatical leave shall be granted by means of an annual competition, during which eligible employees may submit a project to promote their personal and professional development. The project shall be evaluated by a "Creative Renewal Committee" that includes one Union representative. Once the project has been evaluated, the committee shall make its recommendations to the Corporation concerning applications for sabbatical leave for creative renewal. Only employees who have completed seven (7) years of service shall be eligible for such leave.

59.3

Bursary and professional training opportunities received by the Corporation shall be posted in work areas.

59.4

The Corporation may send, at its own expense, one or more employees to take courses (subject to their consent), when it is in the Corporation's interest or when it is a job requirement.

59.5

The Corporation may grant to an employee who applies for it leave with or without pay or on part pay, at its discretion, and may pay part or all of the registration and tuition fees of an educational course that has received prior approval.

59.6

In light of departmental and job requirements, the Corporation may offer second-language courses to an employee free of charge.

59.7

On their return from training or study leave, employees shall return to their former job or functions.

59.8

Employees may have entered in their file any documents pertaining to their enhanced knowledge and skills.

Section 60

CONCLUSION

60.1

If one of the provisions of the Agreement is declared inconsistent with Canadian legislation, the parties agree and declare that the said provision shall be deemed null and void to the extent that it is contrary to the statutes. In such cases, all the other provisions of the Agreement shall remain in effect and the parties shall meet within 30 days of the declaration to renegotiate the provision concerned.

Section 61

CONCLUSIVE AGREEMENT

61.1

The parties acknowledge that this Collective Agreement is conclusive. It is acknowledged and understood by the parties that the appendices to which they subscribe and which are attached to this Collective Agreement are an integral part of the Agreement, provided that, if the two texts contradict each other, the Agreement shall take precedence.

Section 62

NOTICE OF NEGOTIATION/RENEWAL

62.1

The party that wishes to negotiate a new agreement shall give notice to the other party by registered mail ninety (90) days prior to the expiry date of this Agreement. This Agreement shall remain in effect until the conclusion of a new agreement or until the right to strike or lockout is exercised. The Union may be assisted by outside consultants in the negotiation of a new collective agreement.

62.2

If neither party terminates the Agreement or expresses the wish to negotiate a new one within the three (3) months prior to its expiry, it shall be automatically renewed for one (1) year, and then from year to year.

Section 63

EFFECTIVE DATE AND TERM OF COLLECTIVE AGREEMENT

63.1

The Collective Agreement shall come into effect **as of October 13, 2009**, and terminate **on September 30, 2012**

Appendix A

SHIFT DIFFERENTIAL

Employees covered by the SJRC agreement and who used to have evening and night premiums are now subject to the following rules:

1. Employees working between 8 p.m. and midnight are entitled to a 10% premium for the hours worked unless they are working overtime.
2. Employees working a minimum of two (2) hours between midnight and 7 a.m. are entitled to a 15% premium for one normal complete workday; if employees works less than two (2) hours during this period, they shall receive the premium for the time worked only.
3. Employees whose work hours span the two (2) periods mentioned in paragraphs 1 and 2 shall receive the premium corresponding to each period without accumulation.

Appendix B

CROSS-SKILLING

Cross-skilling enables a full-time employee to perform job duties within the competence of other bargaining units. This sort of cross-skilling shall be called hybrid when 40% of the time is spent performing the basic functions of a job within the competence of a bargaining unit other than the SCRC or when it involves journalist's and producer's duties.

Hybrid cross-skilling

a) Experimental

Hybrid cross-skilling may occur on an experimental basis. The Corporation shall ask for volunteers for cross-skilling assignments by means of posting in the city in which the experiment is being conducted. Further to such posting, the Corporation shall form a selection board to interview the selected candidates.

Experimental multi-skilling should not last for less than one (1) month or more than six (6) months. By mutual agreement, an experiment may be extended by another six (6)-month period. No more than one year after the experiment begins, the Corporation shall end the experiment or create a regular hybrid job.

If the Corporation, in the course of or at the end of the experimental period is not satisfied with employees holding experimental multi-skilled jobs, said employees shall return to their former duties; likewise, the Corporation acknowledges the right of selected candidates to return to their former duties at any time after three (3) months and up to the end of the experimental period.

Experiments that end in failure shall not be held against employees in their performance appraisals or for disciplinary reasons.

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

The Corporation is committed to providing employees with appropriate training with a view to holding hybrid jobs.

b) Continuing

1. If the experiment is conclusive, the experimental cross-skilling shall become continuing multi-skilling through the creation of a hybrid function.
2. A hybrid job combines the basic functions of two (2) or more jobs within the competence of two (2) or more bargaining positions in proportions determined by the Corporation.

3. The parties shall meet to discuss the functions of the job and to agree on the level of pay. If they manage to agree, the employee shall be paid at the agreed rate; otherwise, the matter shall be subject to the job evaluation process.
4. Prior to implementation, a complete job description shall be sent to the bargaining units concerned.
5. The parties shall meet to determine the functions concerned, the affiliation and dues to be paid. Each time it is clear, however, that a person assuming a hybrid duty performs on a preponderant and lasting basis SCRC unit duties, this person shall be transferred to the SCRC unit. Likewise a member of the SCRC unit, who performs, on a preponderant and lasting basis, duties within the competence of another unit shall be transferred to this unit.
6. The Corporation shall make every effort for hybrid jobs to be distributed equitably among the participating bargaining units and among all the media lines, for the term of the Agreement. A summary shall be submitted to the joint committee by June 1 of each year so as to make any necessary adjustments.
7. The parties acknowledge that any current practice shall be maintained as in the past.
8. The Corporation shall not create hybrid jobs to carry out layoffs.

Non-hybrid cross-skilling

The parties acknowledge that it may be necessary for employees to perform cross-unit duties that are ancillary to their basic function, and performance of such ancillary functions shall not entail any additional pay.

Emergency or occasional multi-skilling

In emergencies or to deal with unexpected or unusual circumstances, employees may be assigned to functions within the competence of another bargaining unit provided they are deemed qualified to perform the duty requested. If the functions are paid at a higher level, the employee shall receive the higher pay. The Corporation may not oblige people to perform such a duty against their will.

Furthermore, an employee from another bargaining unit may be assigned to functions within the competence of the SCRC in emergencies or to deal with unexpected or unusual circumstances.

Appendix C

CROSS-SKILLING AND COMPENSATION

The Corporation agrees to pay cross-skilling-related compensation.

For the period of June 22, 1998, to May 31, 2002, compensation amounting to \$15 per day worked shall be paid to employees who performed the basic functions of employees from other bargaining units subject to cross-unit work for ninety (90) minutes or more in a tour of duty.

For the period of June 1, 2002, to the signing of this Collective Agreement, compensation amounting to \$18 per day worked shall be paid to employees who performed the basic functions of employees from other bargaining units subject to cross-unit work for ninety (90) minutes or more in a tour of duty.

As of the signing of this Collective Agreement, this compensation shall increase to \$20 per day worked.

However, this compensation shall be discontinued upon the eventual merger of union units pursuant to a currently pending application under section 18 of the *Canada Labour Code*.

Appendix D

LIST OF TERM EMPLOYEES

Term employees previously affiliated with the SJRC **and** who had completed their probation when this Agreement was signed shall continue to be called back by list and number of paid days in accordance with the practices in effect in the Corporation's newsrooms.

The recall list of newsroom **term employees** shall apply according to the terms defined above, except for replacements in the functions of editor-reader on the small newscasts in the French Radio newsroom in Montreal, where the criterion of competence shall be taken into account, along with that of days paid.

Appendix E

PART-TIME WORK

1.
The Corporation acknowledges that regular full-time employees may wish, in certain circumstances, to work part-time. If operational requirements allow, the Corporation shall offer part-time work for up to one (1) year.
2.
With the exception of the full-time employees' pension plan, all benefits applicable to regular full-time employees working part-time shall be calculated on a pro rata basis according to the number of hours worked. Employees shall continue to accumulate seniority according to the number of hours worked. Furthermore, they shall participate in the part-time employees' pension plan.
3.
Before the end of the year, regular employees who have invoked paragraph 1 shall decide whether they want to continue working part-time. If there is part-time work and the parties agree, the full-time employee shall become a regular part-time employee, it being agreed that if the full-time job has to be filled permanently, it shall be filled in accordance with the provisions of the Collective Agreement regarding job postings. This situation may be reviewed at any time at the request of the Corporation or the employee.
4.
Part-time contract employees who acquire regular employee status shall become part-time employees.
5.
Supernumerary SJRC staff hired for scheduled weekend shifts will hold regular part-time jobs.

Appendix F

CONSULTATIVE COMMITTEE ON STAFF BENEFITS

There shall be a Consultative Committee on Staff Benefits, whose mandate is outlined below.

1. Training

The Consultative Committee on Staff Benefits shall be maintained. Membership in the Committee shall be open to employees represented by bargaining agents who shall determine the terms and conditions of participation of their members, as well as confidential and management staff, who themselves will decide how they will take part in the Committee's work. No employee, however, may be represented by more than one union, association or group. The Corporation shall be represented by the Director, Pay and Benefits (or his/her authorized representative), who shall chair the Committee. The vice-chair shall be elected by the employee groups. The Committee or any of its members may invite observers and technical consultants, who shall have the right to speak but not to vote. The Committee shall set its own rules of procedure.

2. Mandate

The Committee shall have a mandate to discuss the establishment, administration and amendment of all current and future benefit plans offered to Corporation employees, and to make recommendations in this regard. By way of illustration, the Committee may examine such things as:

- pension plans
- life insurance, accident insurance, etc.
- health insurance
- leave
- premiums

Information, material and correspondence pertaining to questions related to the Committee's mandate shall be made available to it. The documents in question shall be given to the Committee Chair, who shall have copies made for distribution to all members.

3. Powers

Committee decisions shall be made by a simple majority of votes. Subject to the provisions of section 44 of the *Broadcasting Act*, the Corporation shall implement any recommendations duly adopted by the Committee bearing on the adoption, amendment or termination of staff benefit plans that do not entail additional expenses.

- If the recommendations require additional funding, the Committee shall recommend to the Corporation, the bargaining units and various employee groups what it considers to be a fair and equitable cost-sharing agreement.

- It is agreed that the Committee shall not have the power to amend the provisions of any collective agreement, except with the mutual agreement of all the parties to the agreement concerned.

4. Meetings

The Consultative Committee on Staff Benefits shall meet every three months or according to what the majority of the members decide. The agenda and related documents shall be distributed two weeks before the date of the meeting. The Committee Chair shall have the minutes of the meetings taken and distributed to the members of the Committee within one month of the meeting.

Nothing herein prevents one or each of the unions represented on the Committee to negotiate in its collective agreement any amendment to the Corporation's financial contribution to the CBC staff benefit plans insofar as one or more employee groups are affected. Furthermore, it is understood that the Committee shall not have the power to amend any provisions in the Collective Agreement, unless there is mutual agreement between the parties to the Agreement.

Appendix G

GRIEVANCE FORM

Grief / Grievance	Lieu et no du grief / <i>Location and Grievance No.</i>	
	Convention visée / <i>Agreement involved</i>	
	Article(s) visé(s) / <i>Article Number(s) involved</i>	
Exposé du grief / Grievance		
Réclamation / Claim		
Chef de service du plaignant: <i>Grievor's Supervisor:</i>	SIGNATURES	
Le grief a-t-il été porté à l'attention du Chef de service? Has grievance been discussed with Supervisor?		
Par qui? / <i>By whom?</i>		Le plaignant / <i>Grievor</i>
TRAITEMENT (à l'usage exclusif du bureau) <i>PROCESSED (For office use only)</i>		
No de la réunion locale / <i>Local meeting no.</i>	Date	
Suite / <i>Action</i>	Le délégué / <i>Representative</i>	
Deuxième étape / <i>Second step</i>	Date	
Suite / <i>Action</i>		
Nature du grief / <i>Type of grievance</i>	Date	

Appendix H

DENTAL PLAN

Following the agreement reached as part of the Collective Agreement renewal, the applicable fee guide, starting January 1, 2010, will be the 2008 guide.

Reimbursement Basis	The fee guide for general practitioners and specialists is adjusted to reflect the 2008 fees.
At 95%	Basic Coverage, such as: <ul style="list-style-type: none"> • Diagnostic services • Preventive services • Minor restoration • Extractions • Denture maintenance
At 90%	Endodontics and Periodontics
At 75%	Major Coverage, such as: <ul style="list-style-type: none"> • Major surgery • Crowns and onlays • Dentures • Bridgework
At 50%	Orthodontic treatment
Maximum reimbursement	<ul style="list-style-type: none"> • Basic Coverage, Endodontics, Periodontics and Major Coverage combined: \$2,500 per each benefit year, per person • Orthodontics: \$2,000 a lifetime for each person
<u>Benefit year</u>	<ul style="list-style-type: none"> • June 1 to May 31

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

The plan covers four categories of services:

- Basic Coverage
- Endodontics and Periodontics
- Major Coverage
- Orthodontics

Eligible Basic Coverage, Endodontics, Periodontics and Major Coverage expenses are reimbursed to a combined maximum of \$2,500 for each insured family member, each benefit year, and Orthodontics are reimbursed to a lifetime maximum of \$2,000 for each person. There is no deductible.

Reimbursement is based on the cost of eligible services, provided it does not exceed the amount shown in the 2000 Fee Guide for General Practitioners and Specialists in the province where the

services are given or, if the treatment is outside of Canada, in your province of residence.

Basic Coverage

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

- **Diagnostic services**
 - **Examinations**
 - complete oral examination excluding exam by a prosthodontist and orthodontist (once every five years)
 - limited oral examination
 - limited periodontal examination (once every six months)
 - recall oral examination (once every nine months)
 - specific examination (excluding exam by prosthodontist)
 - emergency examination
 - **Tests**
 - biopsy of oral tissue
 - cytological smear from oral cavity
 - pulp vitality and caries susceptibility tests
 - microbiological culture
 - diagnostic casts (excluding orthodontic diagnostic casts)
 - **Radiographs**
 - complete series of intra-oral (one complete series every two years)
 - periapical (one complete series every two years)
 - occlusal
 - bitewing (once every year)
 - sialography
 - extra-oral
 - panoramic (once every five years)
 - radiopaque dyes to demonstrate lesions
 - interpretation of radiographs on models from another source
 - tomography
 - skull and facial bone
 - temporomandibular joint
 - cephalometric
 - hand and wrist

- **Preventive services**
 - Preventive recall package (once every nine months)
 - Dental prophylaxis (polishing and light scaling - one unit - once every nine months)
 - Topical application of fluoride (once every nine months - for dependent children under age 19)
 - Pit and fissure sealants (for dependent children under age 19)
 - Recontouring of teeth for functional reasons
 - Interproximal discing
 - Space maintainers
- **Minor Restorative**
 - Caries, trauma, pain control
 - Fillings
 - amalgam (non-bonded)
 - tooth-coloured fillings
 - prefabricated crowns
 - retentive pins
 - anaesthesia
- **Extractions**
 - Uncomplicated removals
 - Anaesthesia
- **Denture maintenance**
 - Adjustments to dentures
 - Repairs and addition of tooth to dentures
 - Relines and rebases
 - Partial denture remake

Endodontic and Periodontics

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

- **Endodontics**
 - Pulpotomy
 - Root canal therapy
 - Apexification
 - Periapical services
 - Root amputation
 - Isolation of endodontic tooth
 - Hemisection
 - In office chemical bleaching (associated with root canal treatment)
 - Intentional removal, apical filling and replantation
 - Pulpectomy
- **Periodontics**

- Surgery
- Post-surgical treatment visit and periodontal re-evaluation
- Occlusal equilibration (maximum eight time units every year)
- Scaling and root planing
- Management of oral disease

Major Coverage

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

- **Major surgery**
 - Surgical removals (excluding uncomplicated removal of erupted tooth)
 - Surgical excisions and incisions
 - Fractures
 - Repair of soft tissue and lacerations
 - Frenectomy and dislocations
 - Antral surgery
 - Alveoplasty, gingivoplasty, stomatoplasty
 - Surgical exposure and repositioning
 - Control of haemorrhage
 - Post-surgical care
 - Anaesthesia
- **Oral examination by a prosthodontist**
- **Crowns and onlays**
 - Gold foil restorations
 - Onlays and inlays
 - Crowns, including posts, cores and retentive pins
 - Removal and recementation of crowns, onlays and inlays
 - Repairs to plastic, porcelain/ceramic crowns, onlays and inlays
- **Dentures**
 - Removable initial partial or complete dentures
 - Replacement of existing denture or bridgework with a new denture, if installed at least five years before
- **Fixed bridgework**
 - Pontics
 - Abutment retainers
 - Posts, cores and retentive pins in abutments
 - Splinting
 - Replacement of existing bridgework or denture with a new fixed bridgework, if installed at least three years before
 - Repairs to bridgework
 - Anaesthesia

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

Orthodontic treatment

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

- Diagnostic services
 - Orthodontic examination
 - Orthodontic diagnostic cast
- Removable and fixed appliances
- Retention appliances
- Comprehensive orthodontic treatment
- Observation and adjustment
- Repairs and alterations
- Appliances to control harmful habits
- Anaesthesia

Limitations

The Dental Care Plan does not cover:

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

Appendix I

BENEFITS

It is understood that the minimum benefits shall be those appearing in the following table.

Supplementary Health Care Plan#

INSURER	COVERAGE
Deductible	\$75 per insured person / \$100 per family per calendar year
Semi-private room	100% (no deductible)
Out-patient services	100% (no deductible)
Additional charges for private room	Up to \$12 a day
Prescription drugs	100% (\$5 deductible per prescription, up to a maximum of \$150 per person per calendar year)
Private nursing care provided outside the hospital	100%
Out-of-province healthcare	100%
Psychologist	90%
Speech therapy (medical recommendation required)	90% up to a maximum of \$500/year
Physiotherapist (medical recommendation required)	100%
Chiropractor, podiatrist, osteopath, acupuncturist, naturopath, massage therapist (medical recommendation required for massage therapist)	100% up to a maximum of \$500 per year per practitioner
Equipment and supplies for treatment of diabetes	100% (restrictions apply to some equipment)
Detoxification treatments	Up to certain maximums
Eye care	\$240 per 24 months per insured person

Additional costs covered at 100%:

- Ambulance transportation
- Convalescent care, up to 120 days per calendar year
- Hearing aids, up to \$500 per 60 months
- Wheelchairs
- Some prostheses
- Registered physiotherapist care, no maximum

Appendix J

TRAINEES

The Corporation shall inform the Union of any plans to have trainees. Trainees shall be received in addition to regular employees.

Appendix K

JOB PROFILES AND EVALUATIONS OF POSITIONS

The parties have completed the job profile and evaluation of positions established in Appendix N of the May 31, 2002, Collective Agreement. However, at the conclusion of the mediation-arbitration process involving the contested cases, four job profiles remain to be resolved.

Consequently, between now and June 16, 2006 at the latest, the parties agree to continue talks aimed at reaching a joint settlement or, failing that, the arbitrator's decision on the following job profiles, in accordance with the terms of the mediation-arbitration protocol, as amended on March 9, 2006, in the presence of Serge Brault.

- RCI Announcer-Producer
- Announcer-Producer (North Quebec)
- Journalist-Editor
- Regional Webmaster (New Media)

Once these job profiles and evaluations have been completed and the pay scales negotiated, upward salary adjustments shall be retroactive to May 31, 2002; consequently, employees whose positions have been re-evaluated upwards shall be reclassified in the new pay scale at the level corresponding to the one they were at in the former pay scale. However, employees who are already receiving a salary higher than the one in the new scale shall have their salary frozen until the new scale catches up to them (red circle).

As stipulated in the mediation-arbitration settlement agreement, lineup editors specified in Appendix N of the previous Collective Agreement shall continue to be classified as national lineup editors under this appendix, or so long as they are responsible for planning, assigning and editing the work of 10 or more people.

Appendix L

COORDINATION BONUS – TV AND RADIO PRODUCTION ASSISTANTS

As of the signing date of this Collective Agreement, TV and Radio production assistants assigned full-time to an executive producer shall receive a coordination bonus of no less than \$3,000 annually, prorated to the term of their assignment. A higher amount may be negotiated with the individual to reflect the scope of the assignment.

Entitlement to the bonus shall terminate when either the TV and Radio production assistant's or the executive producer's assignment ends.

Appendix M
PAY EQUALITY

Further to CBC/Radio-Canada producing its February 20, 2004, action plan for correcting situations of wage inequalities between male and female employees affiliated with the present union unit, the SCRC has joined in the CBC/Radio-Canada action plan by helping implement it as part of a joint committee. It is therefore following the same steps and timetable contained therein.

CBC/Radio-Canada agrees to implement the entire action plan by no later than February 28, 2007.

Moreover, the parties are setting up an oversight committee comprising four representatives from each party.

The oversight committee's mandate is to ensure application of the measures resulting from the above-mentioned action plan; guard against any type of gender-based inequalities; and address any question submitted to it regarding wage inequalities between men and women in the SCRC unit, specifically as concerns the awarding of additional compensation paid to employees doing the same or similar work.

In performing its work, the oversight committee may be assisted by a pay equality expert to resolve deadlocks, if necessary, particularly with regard to complaints that could be submitted to it. The expert shall be chosen by mutual agreement between the parties and any fees shall be paid equally by the SCRC and CBC/Radio-Canada. In the event of a dispute within the oversight committee, the expert shall be empowered to recommend a settlement.

Appendix N

SUPPORT FOR PROFESSIONAL DEVELOPMENT

The Union and the Corporation want to promote:

1. creativity, innovation and efficiency in the production of programming content;
2. the creation of a work environment that supports the professional growth of its employees; and
3. offering the best possible career development opportunities.

A consultative committee shall be formed to this end; it shall be made up of three people from each party and be assisted by a representative of the Federal Mediation and Conciliation Service. The committee shall have the following specific objectives:

- Suggest ways for identifying the best practices and opportunities to foster the professional development of employees.
- Suggest ways for identifying the best practices and opportunities to foster the professional evolution of contract employees.
- Propose training or development programs aligned with Corporation and employee needs.
- Share statistics on the staff profile and the main workforce risks identified by management for succession purposes.
- Suggest strategies to minimize the risks associated with retirements.
- Achieve a common understanding of the technical terms used in the staffing process, such as the concepts of position, job, qualifications, professional skills, requirements, etc.
- Contribute ideas and suggestions that aim at a uniform and transparent hiring process, while meeting employee needs as well as the objectives and flexibility/efficiency requirements of the Corporation.
- Discuss and agree on an effective process for handling complaints related to the awarding of positions.
- Agree, if necessary, on appropriate modifications to the staffing process during the term of the Collective Agreement. In the meantime, the status quo shall be maintained on articles 19 and 20 of the Collective Agreement.

The committee shall begin work no later than sixty (60) days after the signing of the Collective Agreement.

Twice a year, the committee shall report its progress.

Appendix O

LETTER OF AGREEMENT – 5/2 SCHEDULE

Whereas, since October 25, 1999, employees have been assigned a non-standard schedule of seven (7) days of work per fourteen (14) day period.

The parties acknowledge that the organization of work within the CDI's reception (AJE/DJE) and processing modules may require the implementation of a schedule spread over a two-week cycle as follows: one week of five (5) workdays of ten and three-quarters (10¾) hours, followed by one week of two (2) workdays of ten and three-quarters (10¾) hours.

Employees are compensated at time and a half for any work in excess of 11 hours and 25 minutes in a given day. Moreover, the first day off worked in a week is compensated at time and a half, and the second, third, fourth and fifth, at double time, based on the hours worked.

Regular employees on the 5/2 schedule are considered to be in continuous service and accumulate ten (10) days of seniority for each two-week work period.

Temporary employees on the 5/2 schedule accumulate ten (10) days of seniority on the callback list provided for in section 18.7 for the seven (7) days worked per two-week period.

Appendix P

PERFORMANCE APPRAISAL GRID

The parties agree that if changes need to be made to the performance appraisal grid, a joint committee shall be set up for this purpose.

The joint committee is made up of three (3) representatives from the SCRC and three (3) representatives from CBC/Radio-Canada.

In the event of disagreement, the previously defined grid shall continue to apply.

Appendix Q
CONTRIBUTORS

This letter of agreement is intended to settle the disagreement between the Syndicat des communications de Radio-Canada and CBC/Radio-Canada (hereinafter the “parties”) concerning the Corporation’s use of people whom it previously called “contributors” or “guests” and who are not recognized under SCRC jurisdiction.

The Corporation therefore agrees to refrain from using the services of people performing one of the functions specified in the job titles recognized by the SCRC Collective Agreement without placing them under SCRC jurisdiction unless these people are covered by section 5.3 of this Agreement.

The Corporation agrees to give priority to its regular employees for presenting, explaining and analyzing the news.

Under section 15.2 of the Collective Agreement, which lists the three (3) types of SCRC employment status, the parties agree to integrate the people in question as follows:

Part 1: News

The parties recognize that, for limited or occasional use, the Corporation may rely on outside professionals who are not covered by section 5.3 of the Collective Agreement or news professionals from other media to take part in certain news programs under the following conditions:

1. These people are employees recognized as belonging to SCRC jurisdiction.
2. These people have term employee status throughout their hiring, with a job title matching one of the job profiles in effect.
3. These people are called to work irrespective of callback list procedures. They cannot acquire any rights on the existing callback lists, and the other term employees have no precedence over their hiring.
4. The following sections of the Collective Agreement do not apply to these people: 18.5, 18.5.1, 18.6, 18.7, 18.7.1, 18.7.2 and 18.10.
5. These people appear in current affairs and public affairs programs, newscasts and special election programs on radio or television in accordance with existing practices.
6. These people do not conduct reports or interviews or write copy to be delivered on air or on the Internet.
7. These people are hired in numbers greater than regular staff and cannot be used to replace an absent employee.

8. The Corporation shall not hire any of these people if doing so results in layoffs.

Part 2: General Radio and Television

The parties recognize that the Corporation can rely on outside professionals not covered by section 5.3 of the Collective Agreement to take part in certain programs on general radio and television.

The parties also recognize that section 17.02 of the Collective Agreement cannot be invoked to exclude from SCRC jurisdiction any person whose performance corresponds to one of the functions listed in section 17.01.

These people have contract employee status and sign contracts less than thirteen (13) weeks long. Their job titles match one of the contract job titles recognized by the Collective Agreement.

Part 3: People Covered by Section 5.3

During their employment, the Corporation reveals to the Union the identity of people whom it has excluded from SCRC jurisdiction under section 5.3 a).

Part 4: Excluding Regular "Guest Contributors" from the Present Agreement

The parties recognize that they have not managed to agree on the status and job titles of "guest contributors" hired regularly and that the present Agreement does not settle this matter. Subject to the jurisdiction of the Canada Industrial Relations Board, the Corporation acknowledges the Union's intent to file a grievance if this aspect of the disagreement continues.

Appendix R

Task Force on Employability and General TV Program Production

The Corporation and the Union want to work together to maximize the employability of General TV production staff in an external environment that, largely thanks to government funding policies for TV production, tends to encourage and support independent production.

Consequently, the Corporation and the Union agree to set up a task force comprising three (3) management and three (3) bargaining unit representatives, whose work will be focused primarily on employees fulfilling the functions of Researcher, Production Assistant (TV), and Assistant Director.

The task force's objectives are to:

- identify the best methods for promoting CBC/Radio-Canada human resources and production facilities with independent producers;
- propose actions for improving employees' client service approach so that our human resources become an essential part of our service rentals;
- identify the rules applicable to funding programs for TV production and develop strategies to maintain and increase the employment of our production staff;
- pinpoint training and development opportunities to help employees adapt to work environments with differing characteristics, duties and responsibilities;
- examine opportunities for employee training and career reorientation.

The task force work shall begin within sixty (60) days of the signing of the collective agreement and shall continue throughout its term. Meetings shall be held at the parties' mutual convenience. Following a timetable set by the parties, but at least once every six (6) months, the task force shall report its progress and send its recommendations to General TV and Union management.

Appendix S
JOB EVALUATIONS

Job Evaluation Implementation

1. The parties recognize that the Job Evaluation Plan, classification profiles and ratings established at the signing of this Collective Agreement form the basis for Job Evaluation implementation. The plan and ratings are documented and provide the official record for Job Evaluation implementation and management, and are part of the collective agreement. The parties agree to preserve the documentation related to the ratings.

2. Employees will move to the new pay band structure, at the level corresponding to their current basic salary when an equivalent level exists.

When the current basic salary falls between two levels in the new pay band, employees will move up to the closest level in their new pay band.

When the current basic salary is greater than the highest level in the new pay band, employees will retain their basic salary.

Notwithstanding article 36.3, when an employee's new pay band results in new levels beyond his/her current basic salary, the anniversary date for his/her progression to a higher level shall be set at twelve (12) months from the signing of the Collective Agreement. This date shall become the reference for future progression on the scale.

These changes shall not entail any reduction in basic salary.

However, the Corporation shall draw up a list of employees whose additional remunerations could be reflected or incorporated in their new basic salary. This list shall be presented to and negotiated with the Union.

3. Employees whose current basic salary corresponds to the one provided by their current pay scale but exceeds the scale under the new pay-band structure, shall have their basic salary protected and shall be entitled to negotiated pay-scale increases once their basic salary no longer exceeds the maximum limit in their new pay band. In the meantime, employees in this situation shall receive a lump-sum payment equal to the negotiated general pay raise.

4. Retroactive monies owed to employees resulting from the implementation of the Job Evaluation Plan will be paid in accordance with Appendix T (Job Evaluation Retroactivity) of the Collective Agreement.

The Syndicat des communications de Radio-Canada, on behalf of the employees belonging to the on-air staff group, accepts the attached conditions of employment, subject to the conditions contained in this Collective Agreement, and the two parties agree to recommend these conditions to their principals.

The SCRC acknowledges that the signing of this document means that all collective bargaining issues are settled by this Agreement.

Signed this 10th day of December 2009, in Montreal

**FOR THE SYNDICAT DES
COMMUNICATIONS DE
RADIO-CANADA**

FOR THE CORPORATION

ALEX LEVASSEUR
President

PASCAL ROCHEFORT
Director
Industrial Relations, French Services

FRANÇOIS MORIN
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JASMINE BOUCHER
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SUZANNE MORRIS
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MICHEL HAMELIN
Executive Director, Industrial Relations

LETTER OF AGREEMENT: Posting and Part-time Needs

IN VIEW of the agreement reached between the parties on February 6, 2009, on the posting of vacant positions;

IN VIEW of the agreement reached between the parties on March 12, 2009, within the current round of negotiations on the same matter;

IN VIEW of the budget cut process announced on March 25, 2009, by the Corporation;

The parties agree to the following:

1. No later than one month after the end of the workforce adjustment process scheduled for September 30, 2009, the Corporation agrees to post vacant positions. The complete list of positions is appended hereto.
2. The Corporation pledges to the Union to jointly examine its recurring weekend needs and replacement needs for Information in Montreal, and the Corporation shall determine the number of regular positions that can be created to develop a multi-platform floating team. This exercise shall begin when the Collective Agreement is signed and wrap up no later than March 31, 2010. If need be, sections 19 and 20 shall apply. A list shall then be drawn up and become part of this Agreement.
3. In view of the foregoing, the Union agrees that regular part-time positions shall be created. Their number shall be limited to the appended list and may be reduced by the Corporation, subject to section 13 of this Agreement. These positions are for a minimum duration of twenty-two and a half (22.5) hours a week and shall be reserved for weekend rounds, while allowing their incumbents to complete a work week of thirty-seven and a half (37.5) hours.
4. These regular part-time positions shall be granted through postings in keeping with sections 19 and 20 of the Collective Agreement. This selection process shall be reserved for the Corporation's term employees. The granting of these positions by staff status may also be subject to agreements between the Corporation and the Union.
5. Regular part-time employees are confirmed in their positions after a probationary period in keeping with section 16.1 of the Collective Agreement.
6. Regular part-time employees accumulate seniority according to the number of days worked.
7. Regular part-time employees move up the salary scale according to the number of days worked.
8. Regular part-time employees can make themselves available to complete their work week by replacing regular full-time employees up to a total of thirty-seven and a half (37.5) hours a week.

9. Regular part-time employees have precedence over term employees for these replacements provided that no overtime is required. Regular part-time employees are called by seniority, depending on needs, and provided that they have the occupational skills needed to perform the work.
10. Hours worked beyond a regular part-time employee's basic schedule are paid in accordance with section 37.1.1.
11. Regular part-time employees qualify for benefits provided under this Agreement and for staff benefit plans subject to eligibility requirements and applicable laws. Amounts set for life and disability insurance shall be determined annually according to the regular part-time employee's gains in the previous reference year.
12. Regular part-time employees accumulate annual leave credits on a pro rata basis according to the time worked.
13. When regular part-time employees must receive severance pay in keeping with sections 32 or 26, the period of continuous service entitling them to this pay shall be determined according to the periods of part-time work converted into equivalent full-time work. If need be, the period of continuous part-time service shall be combined with the period of full-time work.
14. Regular part-time employees whose positions have been declared redundant shall exercise their right to bump other regular employees subject to section 32.3.
15. Once the Corporation's needs are fully reviewed as stipulated above (vacant positions posted, regular positions created within a floating team and regular part-time positions created), the Union agrees that a restricted and limited list of weekend shifts under twenty-two (22) hours long may be assigned to term employees. This list shall not be different (unless it is shorter) than the list submitted on September 22, 2009, by the Corporation and appended hereto. The Corporation's needs in this area shall be reviewed once a year when the labour plan provided under the Agreement is assessed. At that time, a new list shall be subject to an agreement between the parties.

LETTER OF AGREEMENT: Postings and Part-time Needs
 - Appendix 1 -

LIST OF REGULAR AND CONTRACT POSITIONS TO POST			
DEPT.	LOCATION	NUMBER	POSITION
Info	Montreal	3	Resource Assistant
Info	Montreal	2	Specialist Reporter
Info	Montreal	2	Journalist
Info	Montreal	1	National Reporter
Info	Montreal	1	Columnist
PTRC	Montreal	2	Closed Captioner (re-speaker)
Regions	Quebec City	1	CBC Broadcaster-Researcher
Regions	Rimouski	1	Production Assistant (employment date?)
Regions	Quebec City	1	Journalist-Anchor (January at the latest)
Regions	Trois-Rivières	1	Media Librarian
Regions	Trois-Rivières	1	Production Assistant
Regions	Val d'Or	1	Journalist
Regions	To be determined	1	Journalist
RCI	Montreal	1	Web Content Editor
CBC	Montreal	1	Videojournalist

LETTER OF AGREEMENT: Postings and Part-time Needs
 - Appendix 2 -

LIST OF REGULAR POSITIONS – PART-TIME (minimum 22 hours/week)			
DEPT.	LOCATION	NUMBER	POSITION
ISN	Montreal	1	Lineup Editor (3 x 9.75 hours) S-S-M
Radio info	Montreal	1	Editor (3 x 7.5 hours) F-S-S
Radio info	Montreal	1	National Lineup Editor (3 x 9.5 hours) F-S-S
Radio info	Montreal	1	Journalist-Anchor (3 x 9.5 hours) F-S-S
TV info	Montreal	1	Production Assistant TJ weekend (3 x 9.5 hours) F-S-S
TV info	Montreal	1	Production Assistant TJ2 weekend (3 x 7.5 hours) F-S-S
TV info	Montreal	3	National Lineup Editor (3 x 9.5 hours) F-S-S
TV info	Montreal	2	Journalist (Editor) (3 x 9.5 hours) F-S-S
TV info	Montreal	2	Journalist (Reporter) (3 x 9.5 hours) F-S-S
TV info	Montreal	1	Research Journalist (3 x 9.5 hours) F-S-S
TVG	Montreal	1	Journalist-Anchor (29.5 hours) F-S-S

LETTER OF AGREEMENT: Postings and Part-time Needs
 - Appendix 3 -

LIST OF PART-TIME ASSIGNMENTS Maximum 22 hours/week				
DEPT.	LOCATION	NUMBER	POSITION	NEEDS
ISN	Montreal	5	Journalist (writing)	2 x 7.5 h S-S
Radio info	Montreal	1	Assignment Assistant	2 x 10.5 h S-S
TV info	Montreal	1	Production Assistant (live, morning)	2 x 7.5 h S-S
TV info	Montreal	1	Production Assistant (live, morning, weekend)	2 x 9.5 h S-S
TV info	Montreal	1	Production Assistant (TJ2, weekend)	2 x 7.5 h S-S
TV info	Montreal	1	Production Assistant (AM, weekend)	2 x 7.5 h S-S
TV info	Montreal	1	Production Assistant (PM, weekend)	2 x 7.5 h S-S
TV info	Montreal	1	Production Assistant (newscast, day, weekend)	2 x 7.5 h S-S
TV info	Montreal	1	Production Assistant (newscast, evening, weekend)	2 x 9.5 h S-S
TV info	Montreal	1	Production Assistant (weekend)	2 x 7.5 h S-S
TV info	Montreal	1	Production Assistant (day, weekend)	2 x 7.5 h S-S
TV info	Montreal	2	Assistant Lineup Editor	2 x 7.5 h S-S
TV info	Montreal	8	Journalist (writing)	2 x 7.5 h S-S
TV info	Montreal	1	Research Journalist	2 x 7.5 h S-S
TV info	Montreal	2	Assignment Assistant (monitoring centre)	2 x 7.5 h S-S
TV info	Montreal	2	Clerk	2 x 7.5 h S-S
TVG	Montreal	1	Journalist	2 x 7.5 h S-S
TVG	Montreal	1	Assistant Director	1 x 7.5 h Th.
Radio	Saguenay	1	Regional Lineup Editor	2 x 7.5 h S-S
Radio TV	Quebec City	1	Journalist-Anchor (*)	2 x 7.5 h S-S
Radio TV	Quebec City	4	Journalist	2 x 7.5 h S-S
Radio TV	Quebec City	1	Production Assistant	2 x 7.5 h S-S
TV	Quebec City	1	Closed Captioner	2 x 4 h S-S
TV	Sherbrooke	1	Journalist	2 x 7.5 h S-S
Radio	Rimouski	1	Regional Lineup Editor	2 x 7.5 h S-S
TV	Moncton	1	Production Assistant	2 x 7.5 h S-S ½
Radio	Matane	1	Regional Lineup Editor	1 x 7.5 h S

(*) This position shall be posted (regular full-time) no later than January 2010.

LETTER OF AGREEMENT: Research Journalist

The parties agree to renew the pay band in force since March 27, 2006.

▪ **Salary scale for research journalists (March 2, 2009)**

Regular work week of 37.5 hours

1.50%

Starting	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs
45,522	47,439	49,239	51,221	53,203	55,186	57,170	59,152	61,134	63,117	65,100

▪ **Salary scale for research journalists (April 1, 2010)**

Regular work week of 37.5 hours

1.40%

Starting	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs
46,159	48,103	49,928	51,938	53,948	55,958	57,970	59,980	61,990	64,000	66,011

▪ **Salary scale for research journalists (April 1, 2011)**

Regular work week of 37.5 hours

1.40%

Starting	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs
46,805	48,777	50,627	52,665	54,703	56,742	58,782	60,820	62,858	64,896	66,936

LETTER OF AGREEMENT: Integration (Radio, Television, Internet and Digital Services)

The Corporation and the Union agree on the following guidelines for multi-platform integration (Radio, Television, Internet and Digital Services).

1. Within the same shift, the Corporation may ask an employee to perform work for Radio, Television or Internet and Digital Services (hereinafter "IDS").
2. Except for vacant or newly created positions, to which sections 19 and 20 apply, the Corporation may, by mutual agreement, assign an employee to Radio, Television or IDS within the same job title. The length of these assignments shall depend on their nature (project, season, program).
3. With a view to professional development, the Corporation may enable two employees with the same job title to swap assignments between Radio, Television or IDS. The employees may notify their managers in writing of their interest in such a swap.
4. Employees may turn down an assignment on another platform if they consider that they do not have the ability to perform the work required or the time to do so or if they deem the amount of work unreasonable. When business needs dictate, the Corporation proceeds with the assignment while providing the proper support.
5. Multi-platform work must not result in an unreasonable amount of work during a regular shift or generate overtime systematically.
6. At an employee's request or in keeping with its business needs, the Corporation shall provide employee training on one of the platforms at its own expense.
7. The Corporation shall not proceed with integration in order to carry out layoffs.
8. Once this Collective Agreement comes into force, the positions posted shall make no reference to a specific platform. The incumbents of these positions shall then be required to perform their work on the platform(s) determined by the employer, in keeping with section 46.8 (working conditions and safety).
9. As part of the selection process for filling a vacant or newly created position, the Corporation may not refuse employees a position under the pretext that they do not have experience or training on one of the platforms (Radio, Television, IDS).
10. Term employees called to work on a platform (Radio, Television, IDS) other than their regular platform accumulate days worked concurrently on the callback list for their regular platform. "Regular platform" is as defined in the Collective Agreement.
11. When term employees replace a regular employee hired before this Collective Agreement came into force, they are called to work according to seniority on the callback list of the component to which the regular employee being replaced belongs.

12. When term employees replace a regular employee hired after this Collective Agreement came into force, they are called to work according to seniority on the new multi-platform callback list (Radio, Television, IDS). To create this list, the Corporation calls back to work by seniority, according to need, those people who have completed 195 days worked and whose names appear on the combined Radio-Television-IDS list provided that they have the occupational skills required to perform the work. At that time, employees accumulate their days concurrently on their regular list and on the multi-platform list. Employees who have accumulated 195 days on the multi-platform list shall be called back first.
13. In the event of layoffs under sections 32 (economic reasons) and 33 (technological change), the parties agree to the following for employees hired before the Collective Agreement came into force:

If they cannot bump or be reinstated in a component, employees whose positions are declared redundant may exercise their rights in any one of the platforms.

For employees hired after the Collective Agreement came into force and whose positions are declared redundant, the parties shall meet and discuss bumping and reinstatement procedures.
14. At either party's request, a joint committee shall be convened to review matters of common interest outside the provisions of the Collective Agreement or to review problems arising from its application.

LETTER OF AGREEMENT: Reviewing Pay Bands

As of April 1, 2011, the Corporation and the Union agree, within a management-union committee, to review the matter of harmonizing pay bands with those of the Canadian Media Guild (CMG).

LETTRE OF AGREEMENT: Cross-cultural Projects

Provided that funding for these projects is renewed, the Corporation and Union agree that positions within cross-cultural projects meeting recurring and regular needs shall be posted on April 1, 2010.