

WORKLOAD AGREEMENT GUIDELINES

Management and the Union at the National Level, have jointly agreed on guidelines for conducting workload reviews. Attached, is the agreed upon guideline(s). This document is being made available to all applicable employees who are, or will be, engaged in workload discussions, in accordance with the requirements of clause 58.5.3 of the CBC/CMG Collective Agreement.

It is hoped that these guidelines will assist everyone involved in understanding the workload process, and to ensure that it is administered consistently and fairly for both the Corporation and its employees.

Workload issues should be taken seriously, and dealt with as quickly as possible. It is expected that serious attempts will be taken at the local level, by managers, employees, and local union representatives to resolve issues relating to workload at the Local Level.

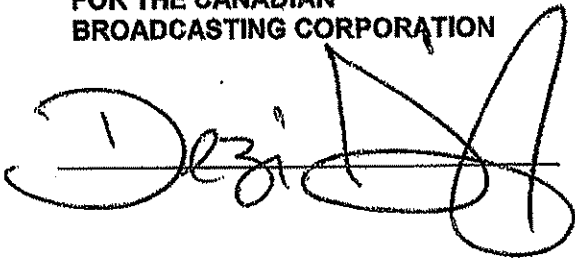
Employees can contact their Union office at (416) 591-5333 or 1-800-465-4149 for further clarification, if required, and the Human Resource professionals will also be happy to answer any questions anyone may have.

It is our hope that this will allow the identification and resolution of workload issues at the local level, and trust this guide will serve that purpose.

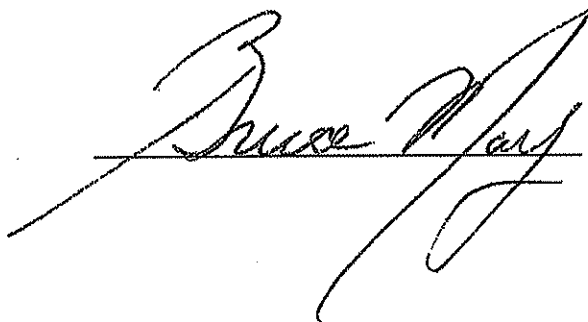
Agreed to on January 15, 1998 and amended September 2010.

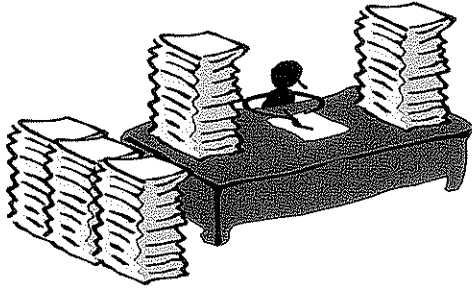
Signed the 23 day of December, 2010.

FOR THE CANADIAN
BROADCASTING CORPORATION



FOR THE CANADIAN MEDIA GUILD





A CBC/CMG Agreed Upon Guideline for Managers and Self-Assigned Employees **WORKLOAD AGREEMENT GUIDE (Article 58.5.3)**

INTRODUCTION

NOTE: This document is a guideline, and in the event of a dispute, the collective agreement will be the governing document and process

Resolving identified workload issue(s) is a joint process and available only to persons in the self-assigned category given the nature and degree of employee control over their assignments.

The self-assigned person is expected to arrange his/her hours, days of work, rest days etc., in order to complete his/her assignments consistent with the economy of operation and good staff employee relations.

The purpose of workload is to ensure that each self-assigned employee is obtaining fair and reasonable remuneration, time off etc., for their contributions. Workload agreements are warranted where the nature of assignment requires unusual ongoing demands on the employee's time.

For clarity and reference, the workweek should be based on a normal workweek for that employee's classification. For example if an employees' classification would normally work 36 ¼ hours a week (or 38 ¾ hours a week) their self assigned workload agreement would be based on a 36 ¼ hour workweek (or 38 ¾ hours) depending on their classification.

If the employee's workload does not permit them to arrange days off and/or hours or patterns of

work, on an ongoing basis, workload agreements and solutions should be negotiated to put the employee in a position as close as possible to what they would receive under a two week overtime averaging regime (e.g. money, time off or a mixture of both).

By way of example, an employee who is in a classification that requires them to work 36 ¼ hours per week, would be entitled to negotiate a workload agreement based on time and one half (1 1/2 X) their regular salary for work that is consistently done beyond 72 1/2 hours over two week periods.

It is understood that the purpose of self-assigned and workload provisions of the collective agreement is to enhance and make the workplace more effective. Articles 58.5, 58.5.1, 58.5.2 58.5.3 are the articles in the collective agreement governing workload and self-assignment. They should be read and understood before workload discussions take place.

A workload agreement is not required if the employee's regular assignment impedes their ability to arrange days off and/or hours or patterns of work for a short period that is not repeated throughout the year.



ADMINISTRATION

The supervisor or delegate will, at the minimum, conduct an annual review of the requirements of each self-assigned position. In addition, employees can request a review of their workload agreement throughout the year if they feel there has been a change in expectations which requires unusual ongoing demands on the employee's time, or the agreement does not cover the requirements of their time, as it relates to the assignment(s).

Workload discussions should take place prior to developing a workload agreement being put in writing.

Employees should consult with their Union representative relating to workload issues, before commencing the process. (Employees may be assisted in these discussions by a Union representative).

This review should include the complete nature and requirements of the assignment(s), including available staff, facilities, programme objectives, ongoing/unusual demands on an employee's time, and the number of rest days likely to be worked where applicable.

If an excessive workload is identified, the employee and the supervisor/delegate should meet to discuss the assignment and workload with a view to developing a satisfactory resolution in accordance with article 44.7 and 58.5.3 (c) of the CBC/CMG Collective Agreement.

If after the meeting the employee is not satisfied with their workload agreement, the issue will be forwarded to the National Joint Committee for further review and final resolution.

The issue(s) in dispute will be clearly identified for the National Committee.

WORKLOAD AGREEMENT

Workload is not just about extra money. Solutions may include:

- alternative organization of staff and facilities;
- changes to the assignment;
- extra compensation and/or time off;
- other such acceptable alternatives as outlined in article 44.7 in the CBC/CMG collective agreement

Remedies should not include:

- unpaid leave;
- proposing time to think and plan as compensation for excessive hours; thinking and planning can be part of an employee's normal duties.

It is strongly recommended that workload reviews be done separate and apart from individual contract negotiations or other reviews.

Extra compensation under the workload agreement should not cover items that are covered under other articles in the collective agreement, such as:

- extra responsibility outside of employee's jurisdiction (i.e. management responsibilities, upgrades - article 38);
- assignments to senior or executive producers (article 34);
- freelance work (article 30);
- recognition of prominence and excellence, special production skills, special expertise, special initiatives or achievements of significant benefit to the Corporation (article 53).
- It is important to remember that no amount of money can compensate for the imposition of an

unreasonable workload; it is preferable to explore options for resolution as outlined in article 44.7 and 58.5.3 (c).

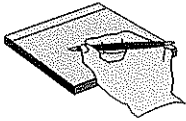
Management should use its best efforts to ensure employees are not, on an ongoing basis, assigned tasks causing a substantial workload that requires long hours on a continual basis.

If an employee's assignment regularly carries a workload compensation, it's only fair to consider a similar workload agreement for an employee's long-term replacement or successor, pro-rated (if, and as required).

The workload agreement should be completed at the workload meeting with the employee, or as soon as possible thereafter. The document should outline both parties' agreement on expected workload and/or pattern of work and outline any remedies that have been agreed to.

The workload agreement should cover a period of not more than one year. Given the nature of the agreement, it is not necessary to have a cancellation provision. If substantially new ongoing duties or a special short-term assignment is given, causing additional demands on time, a new review will be required as soon as possible. The employee and his/her supervisor or delegate must sign the workload agreement.

NOTE: Managers and Employees at the local level should try to resolve any "problem" issues before referring them to the National Joint Committee for resolution.



AGREEMENT STRUCTURE - Putting It in Writing

When a workload problem is identified and is being addressed through a workload document, the workload agreement should be structured as follows:

A. Workload Agreement

The agreement should be clearly identified as a Workload Agreement.

B. Employee Name

C. Assignment, Location

The agreement should outline the nature of the employee's assignment and location.

D. Expected Workload

This could include the program objectives, the staffing, and other resources available to the employee. The agreed expectations of output should be detailed in the workload agreement and may be subject to change without the need for a revised workload agreement. This could include items such as the average number of stories to be generated weekly, number of specials, documentaries, dramas or concerts to be worked on in the year, number of contributions to network programs, production of daily or weekly programs, et cetera.

Outline, as clearly as possible, the expected pattern of work and responsibilities. This can include a reference to days or total demands on the employee's time. This does not, nor should it, include any reference to scheduled hours, given the self-assigning nature of the employee's role.

From time to time, an employee may be asked or assigned to work on special short-term assignment(s) (e.g. documentary series, special events and/or out of town/country assignments) that require(s) excessive workload hours for a short duration. If that is the case, a workload agreement should be discussed and be agreed upon prior to the assignment if necessary.

Be as specific as possible. Continuous substantial work demands, i.e. early morning or late evening work, calls after hours, number of rest days likely to be worked, constant weekends, continual requirement to be on-call via pagers or cell phones, continual requirement to work at home or corporation supplied computers for work at home et cetera, can be addressed in the workload agreement.

The agreed expectations of output should be detailed in the workload agreement and may be subject to change without the need for a revised workload agreement.

E. Remedy (if required)

This section must be clear and specific.

F. Duration

Period the workload agreement covers and should not be greater than one (1) year.

G. Signature

Requirement for the supervisor or delegate and the employee.

THE NATIONAL JOINT COMMITTEE'S ROLE

Copies of all "agreed to" workload agreements will be forwarded to the National Office of the Canadian Media Guild and the National Joint Committee (quarterly) for informational purposes. If there is a disagreement with the workload, it will be referred to the National Joint Committee for final resolution.

The National Joint Committee will review the issue(s) in dispute and will determine the appropriate remedy which will be communicated to the parties involved.

