

**Canadian Broadcasting Corporation**

**&**

**Canadian Media Guild**

**Memorandum of Agreement**

**December 12, 2008**

CBC/CMG 2009 – 2014 Collective Agreement  
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**MEMORANDUM OF AGREEMENT**

**Between**

**CANADIAN BROADCASTING CORPORATION ('the CBC')**

**And**

**CANADIAN MEDIA GUILD ('the GUILD')**

WHEREAS THE CBC AND THE GUILD have made a determined effort over the past months to improve their collective bargaining relationship and have entered into intense negotiations with the objective of renewing their collective agreement,

The undersigned representatives of the CBC and the Guild unanimously agree to recommend to their respective principals the terms of a revised collective agreement outlined below:

The revised collective agreement shall be effective from April 1, 2009 to March 31, 2014.

The collective agreement shall include the provisions of the collective agreement which will expire March 31, 2009 amended as follows:

There shall be a general wage increase of 1.5% effective January 1, 2009 and an increase of 1.5% April 1, 2010. Base salaries shall be further increased on April 1 in each subsequent year of the agreement based on Treasury Board funding.

In the event that the Treasury Board rate for these subsequent years is more or less than 1.5%, the parties agree to reopen negotiations on wages only.

The CBC agrees to share with the Guild all pertinent information related to Treasury Board funding and to invite the Guild to work with the CBC in making representations to the Treasury Board to maximize salary funding.

Any dispute between the parties relative to the level and timing of salary adjustments described above (subsequent to April 1, 2010) shall be referred to Mr. Warren Edmondson for final and binding arbitration.

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Freelance contributions rates will be increased by 2.5% effective January 1, 2009 on April 1, 2010 and on April 1 of each subsequent year of the collective agreement.

The text rate shall increase to 0.40 cents effective January 1, 2009 and to 0.45 cents / word effective April 1, 2011.

All matters contained in Appendix 'A' attached hereto and initialled by the parties. Some articles will require further editing of contract language to be incorporated into the collective agreement.

The documents contained in Appendix 'B' to this memorandum shall not form part of the collective agreement but are intended to assist and guide the parties in the administration of the collective agreement.

The Corporation and the Guild agree to enter into further negotiations as provided in the Letters of Understanding contained in Appendix 'C'. Agreement on these matters shall also be included in the collective agreement.

The parties agree that this agreement shall be considered a 'living' agreement and may be amended by mutual agreement between the parties. The Guild and the Corporation have agreed to retain Mr. Warren Edmondson to assist when requested in improving their relationship or in the resolution of disputes during the term of this collective agreement.

Signed at Mississauga Ontario, December 12, 2008.

FOR THE GUILD

FOR THE CORPORATION

**APPENDIX “A”**  
**Collective Agreement Language**

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## 10 PAY EQUITY

### 10.1

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

### 10.2

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

### 10.3

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

### 10.4

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

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## 15 JURISDICTION

### 15.2

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

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

exclude from the bargaining unit any person or group of persons normally included in the bargaining unit pursuant to Article 14 (Definition of the Bargaining Unit).

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

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## 20 INFORMATION TO THE UNION

### 20.1

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

### 20.2

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

Employee Name

Employee ID

Employee Title

Employee Status

**Full-time or Part-time Status**

Employee End Date, if applicable

City and Province of work

Media Component

Department

Corporation Seniority Date

Recognized Continuous Service Date

Date of birth

Pension date

Classification

Current salary

Salary band

Salary anniversary information

Additional remuneration amount

Temporary upgrade information in excess of four (4) weeks

Language of communication

Gender

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

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Employees who departed the Corporation during the month including the reason for the departure\*

\* Not applicable to per-occasion temporary employees

**20.2.1**

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

**Hours / days worked in the pay period**

**Rationale for hire (ie 27.5 (a), (b) or (c) with details including backfill information, details re: special circumstance, etc.)**

20.3

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

Overtime record (upon written request)

Newly created positions, vacancies, and abolished positions

20.4

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

20.5

The Corporation will provide direct access to personal and freelance contracts through the corporate contracting system. Until such access is provided, the Corporation will continue with the practice of providing copies of any personal or freelance contracts.

## **27 EMPLOYMENT STATUS**

### **27.5 TEMPORARY EMPLOYEES**

#### **27.5**

**It is the intent of the parties that temporary employees will be engaged primarily for the purpose of backfill. Where ongoing work exists, a position will be posted and filled on a permanent or contract basis, as appropriate.**

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

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

#### **Program Development Projects:**

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

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

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

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

- Uncertainty about the length of the development process.
- Uncertainty about the skills and talents needed for the program.
- Uncertainty about whether the program will be approved for airing.

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

#### 27.5.1

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

#### 27.5.2.

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

#### 27.5.3

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

#### 27.5.3.1

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

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27.5.3.2

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

27.5.4

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

27.5.4.1

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

27.5.5

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

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

27.5.6

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

27.5.7

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

27.5.8

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

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

27.5.9

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

27.5.10

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

27.5.11

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

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

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

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

27.5.12

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

27.5.13

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

27.5.14

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

27.5.15

The following Articles do not apply to temporary employees:

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

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

## **27.6 CONTRACT EMPLOYEES**

### 27.6

The Corporation may also engage employees on a contract basis.

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

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

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

#### 27.6.1

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

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

#### 27.6.2

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

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

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

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

27.6.4

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

**Effective \_\_\_\_\_, employees who are engaged on a combination of contract and temporary employment will each have a one-time only opportunity of converting to permanent status upon reaching four (4) years of continuous service. The combination of contract and temporary employment must be continuous. Furthermore, the last two (2) years of the four (4) year period must be contract employment.**

*Note: The parties agree that this provision will not be applied retroactively and that periods of employment prior to the ratification of the renewal collective agreement will not be counted under this provision.*

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

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

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

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27.6.5

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

27.6.6

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

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

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

27.6.7

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

27.6.8

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

- Producers, Associate Producers, Announcers, Hosts and Senior Hosts in Television Arts and Entertainment and Performance.

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- Producers, Associate Producers, Announcers, Hosts and Senior Hosts in Television Sports.
- Announcers, Hosts and Senior Hosts in Radio Music, Comedy and Drama
- Producer – National Line-up and Assignment, National Reporter, Producer, Provincial/Municipal Reporter, Reporter/Editor, Associate Producer, Associate Producer/Technician, Video Journalist and Video Producer employed in News and Current Affairs.

27.6.9

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

27.6.10

The following Articles do not apply to contract employees:

Article 11	Discipline
Article 30	Freelancers
Article 40	Improvement Plan
Article 46-52	Workforce Adjustment articles
Article 51	Severance Pay at Retirement

27.6.11

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

## **27.7 Community Talent Development**

### **27.7.1**

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

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

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

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

### **27.7.2**

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

### **27.7.3**

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

### **27.7.4**

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

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**27.7.5**

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

**27.7.6**

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

**27.7.7**

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

**27.7.8**

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

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

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

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

**27.7.9**

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

**27.7.10**

The following Articles do not apply to CTD employees:

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

**27.8**

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

## **30 FREELANCERS**

### **Freelance Contributors**

#### **30.5**

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

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

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

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

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

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

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**37 HIRING AND PROMOTION**

37.7

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

## **38 TEMPORARY UPGRADES**

### **38.1**

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

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

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

#### **38.1.1**

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

#### **38.1.2**

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

#### **38.1.3**

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

### **38.2**

Employees temporarily assigned to perform the principal functions of a higher paid classification within the bargaining unit for more than two (2) hours and no longer than a period of four (4) consecutive work weeks, shall receive a flat amount of twenty dollars (\$20) per shift for the duration of the assignment.

### **38.3**

Employees assigned to perform the principal functions of a higher paid classification within the bargaining unit in excess of four (4) weeks will receive, for the duration of the upgrade, **the salary of the higher classification that results in an increase of at least one full step on the employee's former**

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**salary band.** Anniversary increases will be applied to all time spent working within the higher classification.

38.3.1

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

38.4

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

38.5

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

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

38.5.1

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

38.5.2

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

38.5.3

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

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38.6

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

38.7

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

## **39 PERFORMANCE MANAGEMENT & STAFF DEVELOPMENT**

*Note: The entire PMSD article has been reorganized and some duplications have been removed. New language is bolded.*

### **39.1 Principles:**

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

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

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

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

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

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

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parties to the dialogue will make honest efforts to develop realistic and satisfying development objectives. Agreed-upon objectives will be supported and resourced appropriately.

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

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

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

39.1.1

For purposes of clarity:

The PMSD process is intended to encourage dialogue between an employee and his/her supervisor. During this process, the employee and supervisor will discuss the employee's job performance and collaborate on possibilities to enhance the employee's performance.

It is recognized by the parties that performance feedback should not be limited to the PMSD process and, instead, should be an on-going process. Feedback may also include a realignment of priorities and objectives at the midterm point of the PMSD process.

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

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

For an understanding of the meaning of discipline, refer to Article 11.

For an understanding of the Improvement Plan, refer to Article 40.

**For examples related to the above, see Appendix XX - PMSD**

39.1.2

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

**39.2 Application and Scope:**

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

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

**39.3 PMSD Objectives:**

The objectives of PMSD are:

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

39.3.1

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

They should also identify training and/or developmental opportunities that may be provided during the year.

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39.3.2

Development opportunities can occur through training, various work assignments, project work, participation in cross-functional or program teams, education, temporary work assignments, learning by doing, skills transfer, promotion, counselling, secondments, sabbaticals and other vehicles which enable an employee to obtain and maintain knowledge, skills, techniques, and experience. It is agreed that employees ultimately have responsibility for their career management.

**39.4 PMSD Process:**

**The PMSD cycle will be conducted and documented annually.**

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

39.4.1

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

39.4.2

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

39.4.3 Components of the Process:

The performance management cycle includes the following elements:

- a participative performance planning process which involves the development of an agreed set of objectives, performance indicators and a feedback plan for the ensuing performance period;

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- a mid term review
- an end of cycle review
- a personal development plan, and
- an updating and validation of the employees' skills and experiences.

39.4.4

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

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

39.4.4.1

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

39.4.4.2

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

39.4.5 Mid Term and End of Cycle Reviews

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

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

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

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39.4.6

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

**39.5 Joint PMSD Committees:**

39.5.1 National Joint Performance Management and Staff Development Committee:

The National Joint PMSD Committee will include:

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

The terms of reference will be to:

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

### **39.5.2: Local Joint PMSD Committee:**

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

**The terms of reference will be to:**

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

### **39.6 Training**

Responsibility for making decisions about the CBC's training investment and for managing that investment will rest with the CBC.

For employees covered under this Collective Agreement, the National Joint Performance Management and Staff Development Committee may identify training and development needs for CBC's annual training plan to the National Joint Committee on Training and Development.

Supervisors and employees will be able to identify possible training opportunities through the Learning Management System upon implementation.

### **39.7 Supervisor / Manager and Employee Support**

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

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

- **interview/counselling techniques**
- **identification and analysis of performance issues**
- **objective setting**

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- identification of development needs and career planning, and
- identification of workload issues

The above training will be made available to supervisors / managers before undertaking performance management. The training may be packaged in a variety of formats (classroom, self-study, intranet, mini-briefings) and available on a continuing basis.

## 40 IMPROVEMENT PLAN

### 40.3

The process will include a monthly review for a period of up to six (6) months, during which the employee and the manager will jointly review the employee's progress towards meeting outcomes of the action plan and requirements of the job. If at any point, the employee is meeting the objectives of the action plan and requirements of the job on a continuing and consistent basis, this will be stated in writing and jointly signed off, thereby ending the Improvement Plan.

If by the end of six (6) months following the start of the Improvement Plan the employee is not meeting the objectives of the action plan and requirements of the job, the following will occur:

- **Vacancies at the same or lower salary level will be canvassed in an employee's own area of work by location.** If a vacancy is found and if the employee has the qualifications in accordance with Article 46.1 (Staff Reduction - Qualifications), he/she will be placed in the vacancy without a posting. In the event of a placement at a lower salary group, the employee will be placed on the salary scale of the lower salary group at the step closest to but not more than their existing salary step.
- If after the above-noted process has been followed and a position is found but refused, or if no position is found, the employee will be laid-off in accordance with notice and severance provisions of Article 46 (Staff Reduction). Displacement and recall rights will not apply in such cases.

## **41 TRAINING AND PROFESSIONAL DEVELOPMENT**

### 41.1

The parties recognize the value of training and professional development for present and future needs of the Corporation and its employees. The Corporation agrees to provide employees in the bargaining unit with opportunities to participate in training that will broaden employees' skills, enhance levels of performance and support career development.

### 41.2

Training that is provided as a result of the Performance Management and Staff Development process shall be subject to this Article.

### 41.3

The parties recognize that the ability to provide training, as provided for under this Article, is subject to funds being made available by the Corporation for this purpose.

### 41.4

Decisions on training will be based on operational requirements and individual needs of employees.

### 41.5

The Corporation will provide available information pertaining to national, regional and local training and development opportunities.

Employees may express interest in appropriate opportunities to their manager. These expressions of interest will be given serious consideration by the Corporation.

#### 41.5.1

An employee who expresses interest and is not accepted for such an opportunity will be provided specific feedback, on request.

### 41.6

At the commencement of work, new employees will be provided up to two (2) weeks of supervised on-the-job orientation and/or training necessary for the performance of his/her job.

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An employee who has been permanently transferred to another location, or who has been promoted to a higher classification, or who returns to employment from an absence of one year or greater, shall be provided at least one (1) week of on-the-job orientation and/or training necessary for the performance of his/her job.

41.7

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

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

41.8

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

41.9

The parties recognize that training is primarily intended to assist employees in reaching a predetermined level of competence in a job, function or work procedure.

Training may be given in a classroom context or on the job and may require that course material be provided.

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

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

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

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

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

41.10

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

41.11

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

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

41.12

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

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

When an employee is required to travel on a scheduled day off or statutory holiday, he/she shall be granted an additional day off to be taken at a mutually agreeable time.

41.13

Employees will have the option of creating a profile and recording information related to their experience, knowledge and skills on the Talent Management System, once it is launched.

41.14

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

The purpose of this committee is to discuss training and development needs for the Corporation and employees covered under this agreement.

This Committee is expected to be both proactive and reactive. This means part of its mandate is to stay abreast of technological change and anticipated new work methods and practices and to make recommendations for relevant training and development.

The Corporation agrees to consider all proposals, advice, suggestions and other comments provided by the Union at the National Joint Committee on Training and Development meetings. However, all final decisions regarding training programs including the choice, availability, cost, frequency and timing of courses rests with the Corporation.

The National Joint Committee on Training and Development shall meet, at a minimum, on a quarterly basis and shall report after each meeting to the National Joint Committee. It shall consist of up to three (3) representatives each from the Corporation and the Union.

On a yearly basis, representatives from the National Joint Committee on Training and Development shall meet with representatives from the National

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Committee for PMSD to discuss training and development issues to support the on-going PMSD program.

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

## 42 TALENT MANAGEMENT SYSTEM SKILLS AND DEVELOPMENT INVENTORY

### 42.1

The parties recognize the benefit when employees and the employer have access to the most up to date information concerning each employee's skills, experience and career **aspirations**. Therefore, it is agreed that all employees will have access to CBC's **Talent Management System, via the intranet and/or internet.**

### 42.2

**The system will allow employees to create, update and view a personal profile that outlines information related to their knowledge, skills, experience, and career path. The profile will capture information such as:**

- Personal contact information
- Area(s) of interest
- Employment status preferences (such as full or part-time, permanent or contractual etc.)
- Willingness to travel
- Language skills
- Career objectives
- Employment Equity data (optional)
- Resume and skills summary
- **Training and Development activities**

### 42.3

Use of the system by employees will be entirely voluntary and employees are **primarily** responsible for inputting and updating their personal profile. Information in the employee's personal profile cannot be changed without the permission of the employee. **The profile on the Talent Management System will also include information on the employee's participation in training activities**

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42.4

**While respecting the requirement for confidentiality, the Corporation may use the information captured in the employee's personal profile for the purposes of hiring, promotion, and training.**

## 44 WORKLOAD

### 44.1 Definition

Workload is the amount of work assigned or expected in a specified time period.

### 44.2 Principles

- Workload is an important issue and managing it effectively leads to a healthy and productive workforce that benefits everyone.
- The promotion of a positive work / life balance benefits everyone.
- Where a job involves an excessive workload on an ongoing basis it is not acceptable and must be addressed.
- The unique nature of the media industry makes some work at CBC/Radio-Canada unpredictable.
- Everyone (management, the union, supervisors and employees) has a role to play in managing workload.
- Employees and managers will have access to tools and resources to assist in the management of workload.
- When resources change, expectations need to be reviewed and adjusted accordingly.
- A culture that encourages breaks and meal breaks is an effective way to help with workload.
- A culture where everyone feels free to discuss workload and where there is receptiveness to workload discussions is essential to a healthy workplace.

### 44.3

The following process has been agreed as one method of addressing workload issues. Management and the Union are committed to monitoring workload issues through this process and where appropriate make serious attempts to resolve problems. **The Local Joint Committee is one forum where these discussions may occur.**

### 44.4

There shall be no imposition of unreasonable workload upon any employee constituting a speedup.

#### 44.5

If an employee feels his/her ongoing workload is excessive, he/she should discuss it with his/her supervisor / manager. The discussions may include such things as the nature and requirements of the assignment(s), available staff, facilities, objectives, scheduling, **breaks, meal breaks** and demands on the employee's time.

#### 44.5.1

Where an employee feels his/her workload is excessive, the employee may identify the issue to the local Human Resources representative or may request that their local Union representative identify the issue to the employee's manager and/or local Human Resources representative. Once made aware, the manager will meet with the employee to discuss the issue.

#### 44.6

**When there appears to be a workload issue within a team or unit, workload meetings will occur as required. These meetings should include all employees of a working group who are affected and supervisors/managers. In these meetings workload will be the primary focus of discussion.**

#### 44.7

Where it is agreed the workload is excessive, management will make serious attempts to resolve the problem. Such attempts will include seeking input from the employee. In addition, management may take such actions as:

- **Re-assignment of duties elsewhere**
- **Re-assignment of the employee**
- **Assigning other persons to help with the workload**
- **Training**
- **Alternative work arrangements**
- **Re-examine scheduling of hours**
- **Planning ahead**
- **Workflow analysis**
- **Finding efficiencies**
- **Technological assistance**
- **Resource Review**
- **Examination of other factors including assignment locations and sites**

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**44.8**

Where the absence of one or more employees may create a significant increase in workload for other employees, management will review the issue(s) raised and look at a number of ways to attempt to relieve the workload issue(s).

**Expectations will be reviewed and adjusted accordingly, or backfill will be provided.** Options may include assignment and re-assignment, the hiring of temporary staff to ease the workload and/or other arrangements within the workplace.

**44.9**

Where there is a disagreement between management and the employee(s) over the issue of workload or the proposed remedy, the local Union representative and the local Human Resources representative will meet to discuss. Should the issue not be resolved, it will be referred to the dispute resolution process, Article 16 (Dispute Resolution and Grievance Procedure).

## **46 WORKFORCE ADJUSTMENT**

### **46.1 Purpose**

When the Corporation decides to change its programming, operations or other activities and these changes may result in a reduction in the workforce, the following provisions apply.

The parties have agreed to these processes to ensure consistency in application, to avoid or minimize negative impact on staff and to ensure that affected employees are treated with respect.

### **46.2 Consultation and notice to the National Union**

The key to the successful application of this Article is constructive and open communications between the parties on an ongoing basis.

In this context, when the Corporation has made a decision that it expects may result in a reduction of the workforce or the reorganization of work resulting in the loss of an employee's job, it will consult with the National Union as soon as possible. At this meeting, the Corporation will, in a timely manner and prior to any implementation, thoroughly discuss its decision with the National Union including an estimate of the potential impact on the workforce.

### **46.3 Avoiding and/or Minimizing Adverse Impact**

Management will exercise its right of assignment in this agreement by re-assigning work or employees, consistent with seniority and qualifications, with a view to minimizing the need to declare redundancies, and to arrange the workforce in a manner to streamline the workforce adjustment process.

This will include, where appropriate, discussions with individual employees. When these discussions occur, Management will advise the National Union, and the local Union, where appropriate.

## **46.4 Joint Employment Planning Committees**

### **46.4.1 Local**

Once Management has completed its efforts as described in Article xx (above) and if it has determined that there may be a workforce reduction or the reorganization of work resulting in the loss of an employee's job, Local Joint Employment Planning Committee(s) will be formed to provide for thorough consultation and cooperation between the parties to avoid and minimize the adverse effect on employee(s). Local Joint Employment Planning Committees will oversee the local redeployment and displacement process until all employees who have been declared redundant are permanently placed or laid off.

### **46.4.2 National**

In addition, a National Joint Employment Planning Committee will be established to oversee regional or national redeployments or displacements if required. The National Committee will work with the Local Committee(s) to resolve issues referred to it by the local Committees.

### **46.4.3 Membership of Committees**

The Corporation agrees to release not more than three (3) employees per required committee without loss of pay or leave credits to attend meetings of the Joint Employment Planning Committee. By mutual agreement, either side may add members to the committee where these members may have special knowledge of an area of work or other information helpful to the committee.

## **46.5 Consultation and Notice to Local Joint Employment Planning Committee**

As soon as possible, and no later than eight (8) weeks prior to an anticipated lay-off, Local Joint Employment Planning Committees will meet at each location involved. At this meeting, Management will share with the Local Joint Employment Planning Committee its plans for the re-assignment of employees and identify those employees to whom it plans to give redundancy notices.

The parties will discuss the plan and the impact of any reduction to staff, including ideas to minimize adverse effects on employees, e.g., possible voluntary exits or retirements, alternative employment, creative redeployment,

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etc. Once this review is concluded, Management will confirm those employees who will receive redundancy notices.

Group notice of quantitative lay-offs will be in accordance with pertinent sections of the Canada Labour Code. Where appropriate, the parties will use the relevant services of the Federal Department of Labour. The parties may also take other steps to assist affected employees in obtaining employment outside the Corporation.

#### **46.6 Notice to Employees**

As soon as possible and no later than six (6) weeks before impending job reductions, Management will provide each affected employee with a notice of redundancy. Notice will normally go to the most junior employee(s) in the affected classification in the location.

Prior to giving an employee a redundancy notice, the Corporation will notify the National and Local Union a minimum of twenty-four (24) hours in advance of its intention to provide the notice(s).

Each employee who receives a redundancy notice will be provided with a list of resources to assist them through this process including EAP contact numbers and a list of Local Union Reps and their contact numbers. Supporting material will also be provided to guide each employee in assembling the information required by the Local Joint Employment Planning Committee.

The Local Joint Employment Planning Committee will prepare a list of employees that includes their Corporation seniority date. This information will be kept updated by the Local Joint Employment Planning Committee until the conclusion of the redeployment and displacement process.

#### **46.7 Seniority**

Corporate seniority as defined in Article 5 (Corporate Seniority) shall be used in determining rights under this Article.

#### **46.8 Redeployment and Displacement Process - General**

This process will proceed in order of Corporation seniority.

## **46.9 Local Process**

### **46.9.1 Definition of Location**

For the purposes of this Article, Location shall mean a metropolitan area including its transmitter maintenance base.

An employee who works in a bureau or who works at home will be deemed to be working from the location to which the employee reports. A bureau is a station that does not originate programming and reports into a location that originates programming.

### **46.8.2 Available Work for Redeployment and Displacement**

For the purposes of potential redeployment and displacement of full-time permanent employees, available full-time temporary vacancies, full-time contract vacancies or full-time permanent vacancies in the affected location and corresponding region (if applicable) will be considered. These opportunities will not be filled through the normal hiring process until the Joint Employment Planning Committee has reviewed them.

### **46.9.3 Redeployment and Displacement Process Assessing an Employee's Skills and Experience**

Each employee who receives a redundancy notice will be given up to the equivalent of one day of paid time off to prepare materials related to his/her previous work history, experience and training for the Local Joint Employment Planning Committee.

The employee must provide this information to the Union and Management co-chairs of the Local Joint Employment Planning Committee no later than three (3) business days after receiving the redundancy notice so that the Local Joint Employment Planning Committee may make informed decisions about the employee's redeployment or displacement. It is understood that the Committee will make decisions based on the information it has available at the time. As part of assessing an employee's background, skills and experience, the Local Joint Employment Planning Committee will appoint one management and one union rep to meet with the employee.

#### **46.9.4 Assessing the Duties and Responsibilities of Available Work**

When assessing the suitability of available work for the purposes of redeployment or displacement, the Local Joint Employment Planning Committee will identify the ongoing duties and responsibilities that define the position(s) and the skills and experience required to do this work. Duties and responsibilities include the core functions of the position that are performed on a regular basis. As part of this assessment, the skills and experience necessary to perform the duties and responsibilities of the job will be identified with input from a manager in the department where the position exists.

Skills and experience will include those normally required in filling content and non-content producing roles, for example, language requirements; the requirement for cultural knowledge in content-producing jobs in either the French or English media, etc.

#### **46.9.5 Qualifications**

Wherever qualifications are referred to in any part of the provisions related to Workforce Adjustment, the following definition prevails.

An individual who is redeployed to a vacant position or who otherwise exercises his/her displacement rights under this article must already have the skills and experience to perform the duties and responsibilities of the position into which she or he is to be placed. This does not mean that the individual must have previously performed the specific position being sought. The standards for demonstrating he or she has the qualifications to perform the duties required is less than the standard of “best qualified” that applies at the time of hiring.

As part of assessing whether an employee is qualified, it is understood that the employee may require a short period of familiarization in the new position in order to minimize disruption and to assist the employee in the transition.

Additionally, an employee may require some assistance to meet all of the duties and responsibilities of the position to which he/she may be redeployed. In practice, the employee will be offered the same assistance that would normally be offered to an employee recruited externally or from another work area. This assistance may take the form of minimal training, for example, related to

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systems and processes, but should not be taken to mean either retraining nor is it intended to be developmental in nature.

#### **46.9.6 Matching an Employee to Available Work**

Beginning with the most senior employee, and following the Redeployment and Displacement Sequence below, the Local Joint Employment Planning Committee will identify potentially available work for each employee who has received a redundancy notice. It will then determine whether the employee is qualified to perform the work.

The Local Joint Employment Planning Committee will take into consideration any tests that are normally required to evaluate potential candidates for the position in question (e.g., the French media General Knowledge tests used for content-related jobs or exams recognized under the Broadcast Technology structure, etc.). The results of the test will be one factor used in assessing the employee's skills and experience as part of the Committee's overall determination of whether the employee has the qualifications.

The employee may also meet with the manager responsible for the position in question (or his/her delegate) to discuss the requirements of the role (this is not a job interview but a meeting to explore a potential fit.)

#### **46.9.7 Timelines for Qualification Disputes**

The parties agree that the process of evaluating qualifications and matching employees to available work must be carried out in the most expeditious manner possible.

Best efforts will be made to reach a decision on qualifications at the local level before any referrals to the National Joint Employment Planning Committee. As soon as the Local Joint Employment Planning Committee has fully discussed and determined it cannot reach agreement over an individual's qualifications, it will refer the case to the National Joint Employment Committee. In any case the Local Committee must refer the matter within 15 business days of the notice of redundancy. All relevant materials will be forwarded to the National Joint Employment Planning Committee.

The National Joint Employment Planning Committee will have 48 hours in which to determine whether an individual matter should be sent back to the

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local committee with recommendation for resolution or forwarded to the Adjudication Panel.

The Adjudication Panel (see Article xx) will then have 48 hours in which to render a decision.

Time limits may be extended by mutual consent between the parties.

#### **46.9.8 Redeployment and Displacement Sequence**

The Local Joint Employment Planning Committee shall proceed through the following sequence when attempting to place an employee who has received a redundancy notice. This employee shall:

- i. be redeployed first to a permanent full-time vacant position in his/her classification for which the employee has the qualifications;
- ii. if no such position is available, displace the most junior permanent full-time employee in his/her classification where the employee has the qualifications;
- iii. if no such position is available, be redeployed to a permanent full-time vacant position in his/her salary band for which the employee has the qualifications;
- iv. if no such position is available, displace a more junior permanent full-time employee in his/her salary band starting with the most junior, where the employee has the qualifications;
- v. if no such position is available, be redeployed to a permanent full-time vacant position in the next lower salary band for which the employee has the qualifications;
- vi. if no such position is available, displace a more junior permanent full-time employee in the next lower salary band starting with the most junior, where the employee has the qualifications;
- vii. if no such permanent full-time position is available, the process shall be repeated through the lower bands until all options are exhausted for the employee.

#### **46.9.9 Use of Temporary and Contract Vacancies**

The Committee may place the affected employee in an appropriate temporary or contract vacancy to delay the displacement process or the lay-off of the employee, provided s/he possesses the qualifications. The employee will remain in this vacancy until he/she can again occupy a permanent vacancy or

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until the term of the temporary or contract vacancy expires (whichever comes first) at which time the employee may exercise his/her rights under this Article.

An employee who fills a temporary or contract vacancy to postpone a displacement will fulfill the term of that vacancy before exercising her/his right to displace under this Article.

#### **46.9.10 Use of Other Temporary Employment**

Temporary employees will be released in each location prior to any permanent employees being laid-off provided that:

- 1) the permanent employee possesses the qualifications of the job filled by the temporary employee; and
- 2) the permanent employee is employed in the same location as the temporary employee to be released.

An employee who uses temporary work to postpone a displacement will fulfill the term of the temporary work before exercising her/his rights to displace under this Article.

#### **46.9.11**

There will be no reduction in the employee's salary if the temporary employment is at a lower salary band and the employee otherwise would have exercised his or her displacement rights.

#### **46.9.12 Full-Time to Part-Time Offer**

If a full-time employee has exhausted his/her redeployment or displacement rights within his/her location will be offered an existing part-time vacancy for which they have the qualifications. This offer will only be made after the local process for part-time employees is completed. Such an offer may be turned down by the employee who will then continue exercising his/her rights under this Article.

Should the employee accept this offer, he/she must accept the working conditions associated with the part-time positions and they will be considered permanently placed as a part-time employee.

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He/she will be offered recall to full-time work if it becomes available in accordance with Article 46.14.

Should the employee subsequently be laid off his/her separation allowance will be pro-rated for both his/her full time and part time work.

#### **46.9.13 Employee Election**

Once the committee has made an offer for redeployment or displacement, the employee will have two (2) business days to accept or decline the offer.

At any time before being placed into a permanent position, an employee may decide to accept a lay-off and will not be penalized.

An employee who refuses placement into a vacancy in his or her classification will be laid-off immediately with no recall rights.

An employee who refuses to displace an employee at the same or lower band or who refused to be placed in a vacancy at a lower pay band will be laid-off immediately and given recall rights in accordance with Article xx.

Having gone through the local redeployment process described above, an employee exhausts all of his or her options for redeployment or displacement and the employee has fewer than six (6) years of service, he or she will be laid off in accordance with the Lay-off and Recall Provisions outlined in Article xx.

#### **46.10 Regional Rights**

If, having gone through this process, an employee exhausts all of his or her options for redeployment or displacement and the employee has six (6) or more years service, the employee may be redeployed or bump within his/her region in accordance with the above sequence and the definition of regions outlined below.

##### **46.10.1 Available Work for Regional Redeployment and Displacement**

For the purposes of potential redeployment and displacement of full-time permanent employees, full-time permanent positions in the region where the employee's rights exist will be considered. These regional vacancies will not be

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filled through the normal hiring process until the National Joint Employment Planning Committee has reviewed them.

#### **46.10.2 Regional Process**

- Definition of Regions

The regions for the purpose of this Article shall be defined as:

Newfoundland Region

Maritime Region

Province of Ontario

Manitoba and Saskatchewan Region

Alberta Region

British Columbia Region

CBC North Any affected CBC North employee who has exhausted his/her rights locally will have a choice to exercise his/her rights either within their region or to their point of departure. An employee whose point of departure is Montreal shall be considered as part of the Ontario Region.

#### **46.10.3 Regional Redeployment and Displacement Sequence**

The Regional redeployment and displacement process will be the same as that outlined for local redeployment and displacement. The National Joint Employment Planning Committee will oversee the redeployment and displacement activities for employees who have regional rights.

An employee will be given a maximum of ten (10) business days to accept relocation. If an employee elects to relocate, that employee will have up to thirty (30) business days from the date he or she accepts the job to report to the new location, unless mutually agreeable alternate arrangements are made between the employee and the Corporation. Failure to report within these time limits will result in the employee's name being removed from the seniority list

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and the employee will be considered as having resigned from the Corporation with loss of all rights and privileges.

**46.10.4 Relocation**

When an employee accepts a relocation as a result of exercising his or her regional redeployment or displacement rights, the employee and the employee's immediate family shall be reimbursed for relocation expenses as applicable: a house-hunting trip, moving of household effects, and transportation and travel accommodation to a maximum per family of \$11,000 based on acceptable receipts. The employee will also receive a \$1,000 lump sum for incidentals.

**46.11 National Vacancies**

Once an employee receives a notice of lay-off and before he or she is laid-off, the employee will be offered a vacant position that exists nationally based on his/her qualifications, starting in the employee's region.

**46.12 Salary Treatment on Redeployment or Displacement or Recall**

Any employee who is redeployed or recalled to a position in a lower pay band and whose last salary was higher than the top of this new pay band shall have their salary adjusted to the maximum of the appropriate pay band, in accordance with Article 54 (Classifications and Hourly Rates). Where an employee's current salary is below top of new lower salary band to which he or she is to be redeployed, the employee will maintain his or her current salary and anniversary date and will move to the next highest step in the new pay band on his or her next anniversary date.

**46.13 Redeployment and Displacement for Permanent Part-time Employees**

These are employees as defined in Article 28 of the collective agreement.

Their Corporation seniority shall be determined using their Date of Continuous Service for the purposes of this Article.

#### **46.13.1 Available Work**

For the purposes of potential redeployment and displacement of permanent part-time employees, available part-time temporary, part-time contract or permanent part-time vacancies in the affected location and corresponding region (if applicable) will not be filled through the normal hiring process until the Joint Employment Planning Committees have reviewed them.

#### **46.13.12 Redeployment and Displacement Process**

The redeployment and displacement process as outlined in Article xx will apply to permanent part-time employees except that their rights to redeployment and displacement will be exercised with respect to part-time vacancies and other part-time employees respectively. When a part-time employee is redeployed to a vacant part-time position or displaces another part-time employee, a condition of accepting this assignment is that the employee accepts the hours of work associated with the assignment.

The permanent part-time employee's salary and hourly rate shall be adjusted, if necessary, using the same principles as those applied to permanent full-time employees in Article xx.

#### **46.13.3 Part-time to Full-time Offers**

If a part-time employee has exhausted his/her redeployment or displacement rights within his/her location they will be offered an existing full-time vacancy for which they have the qualifications. This offer will only be made after the local process for full-time employees is completed. Such an offer may be turned down by the employee who will then continue exercising his/her rights under this Article.

Should the employee accept this offer, he/she will accept the working conditions of the position and he/she will be considered permanently placed as a full-time employee.

They will be offered recall to part-time work if it becomes available in accordance with Article 46.14.

Prior to a part-time employee moving into a full-time vacancy, qualified part-time employees will be considered based on seniority by the Local Joint

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Employment Planning Committee, in the event there is interest in full-time work. Should an employee express interest, and the redundant employee is qualified to replace them, the full-time vacancy will be offered to the interested employee. Should he/she accept the full-time work then the created vacancy will be offered to the redundant employee.

#### **46.14 Lay-off and Recall**

A lay-off occurs after the redundancy process has been exhausted and it has been determined that there is no other opportunity for redeployment or displacement. An employee who is laid off will be placed on a local and national recall list for a fifteen (15) month period from the date of lay-off.

##### **46.14.1 Notice**

Employees are entitled to a minimum of four (4) weeks notice of lay-off or pay-in-lieu of notice.

During the notice period, the employee shall receive reasonable time off (Corporation assignments permitting) to be interviewed for positions outside the Corporation. An employee may also request to use unused vacation (etc), banked time to seek external opportunities.

##### **46.14.2 Separation Allowance**

An employee whose probationary period has been completed and who is unable to displace or be redeployed shall be laid off. They shall receive a separation allowance equal to one (1) week's salary for each four (4) months of continuous service or major portion thereof with the Corporation.

Such separation allowance will be paid in two portions, one half at the time of lay-off and the other at the end of the 15-month recall period or when the employee otherwise relinquishes their recall rights. The employee may decide at any time to give up their recall rights and receive their full separation allowance.

If an employee is recalled to permanent status, they will not receive the second half of the separation allowance. When an employee who has been recalled to permanent status and is then laid off again, the amount of separation allowance shall be one (1) week's salary for each four (4) months of continuous service or

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major portion thereof with the Corporation, calculated from the date of the most recent recall. If an employee has any outstanding separation allowance from a previous lay-off this amount will be added to his/her separation allowance and included in the above calculation.

#### **46.14.3 Recall process**

Recall to available work shall occur based on seniority in the following priority:

- i) First, if a position becomes available at the original location the employee was released,
- ii) Second, if a position becomes available in his/her original region,
- iii) Third, nationally.

#### **46.14.4 Permanent Vacancies**

Employees on the recall list will have access to permanent vacancies in their former band and below after these vacancies have been reviewed by the Local Joint Employment Planning Committee for employees currently subject to the redeployment and displacement process or on deferral from lay-off or displacement.

Vacancies will be made available to employees who possess the qualifications for the vacant position, based on Corporation seniority, in the following order:

- i) to employees with protected status who bumped, were bumped, or were redeployed to another position at a lower level within their location,
- ii) to other employees who bumped, were bumped, or were redeployed to another position at a lower level within their location,
- iii) to employees on the recall list including those who have been currently recalled to temporary work under Article xx.

When posted permanent vacancies become available, the Corporation will provide a copy of the posting to employees on recall who have been laid-off by email to his/her last known address. It is the responsibility of the employee to advise the Corporation of any change of address, and email address. The employee will have five (5) business days to respond to the Corporation and declare his/her interest in the vacancy.

**46.14.5 Offer to an Employee Where Permanent Position is in the same location**

When an employee is offered a position in their previous location and at the same salary band, he or she will have two (2) days to accept or reject the offer. Where the offer is accepted, the employee will be required to report as directed but no later than five (5) business days from the date of acceptance, unless otherwise extended in writing by mutual agreement. Failure to do so will result in his/her removal from the recall list and he/she will be deemed to have immediately resigned from the Corporation.

**46.14.6 Offer to an Employee Where Position is in a different location**

When an employee is offered a position in a location other than their previous location, at the same salary band, he or she will have five (5) days to accept or reject the offer. Where the offer is accepted, the employee will be required to report as directed but no later than thirty (30) business days from the date of acceptance, unless otherwise extended in writing by mutual agreement. Failure to do so will result in his/her removal from the recall list and he/she will be deemed to have immediately resigned from the Corporation.

**46.14.7 Refusal at Lower Salary Band**

Notwithstanding the above, recall rights will be maintained if an employee refuses a job offer at a lower salary band.

**46.14.8 Relocation**

When an employee accepts relocation to a permanent vacancy in accordance with the recall provisions, the employee and the employee's immediate family shall be reimbursed for relocation expenses as applicable: a house-hunting trip, moving of household effects, and transportation and travel accommodation to a maximum per family of \$11,000 based on appropriate receipts. The employee will also receive a \$1,000 lump sum for incidentals.

#### **46.14.9 Contract vacancies**

Contract vacancies are not available for the purposes of recall. When contract vacancies become available, employees on the recall list will be considered along with other candidates for the position. The provisions of the Article 37 (Hiring and Promotion) shall apply.

#### **46.14.10**

##### **Access to Temporary Employment (Less than Six Months and Greater than Four Weeks)**

An employee who is laid off shall inform the Corporation, prior to or at the time of his/her lay-off, of his/her interest in temporary employment for which he/she is qualified.

Employees who are on the recall list within a location, shall have access to temporary work that is four weeks or longer in duration (when the employer has a minimum of two weeks notice of the work) and less than six months based on seniority and qualifications. It is understood that if the employee does not respond within 24 hours of the date the offer of temporary work is made the employer is free to move to the next eligible employee on the recall list if applicable.

#### **46.14.11**

##### **Access to Long-term Temporary Employment (greater than six months)**

When temporary employment of six months or more is posted, employees on the recall list will have access to this work in the following order: local, regional, national.

If the employee has the qualifications to perform the work, the Corporation will offer the employee this work based on seniority first within the location, then the region, then nationally. When temporary is offered, the employee is expected to report to work no later than five (5) days from the date of offer. The acceptance or rejection of this work will not affect the recall period.

If an employee is offered and accepts temporary work in another location, she or he will not be eligible for relocation expenses.

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If no one on the recall list has the required qualifications or if no one on the recall list expresses interest in the vacancy, the job will be filled in the normal manner.

#### **46.15 Protected Employees**

Protected employees will maintain their protected status. Protected employees are those employees previously identified under the former Unit 1, 2 and 3 Collective Agreements i.e., those employees still on staff who were formerly NABET and CUPE prior to December 1, 1983.

All previous entitlements will apply except that the definition of Qualifications will be that as outlined in Article 46.8 as it applies to redeployment and displacement rights for protected employees. Excerpts from the former agreements relating to protected employees can be found in Appendix XX.

#### **46.16 Dispute Resolution**

##### **46.16.1 Disputes related to Qualifications**

If there is a disagreement between the parties with respect to the qualifications of an employee and his or her ability to do the duties and responsibilities of a specific position, the dispute will be referred by the National Joint Employment Planning Committee to an Adjudication Panel.

This Panel will only deal with the application of the Qualification provisions. The Panel's decisions will be made by majority. They will be made without prejudice or precedent, will be final and binding and not subject to the Arbitration process. The Adjudication Panel will have forty-eight (48) hours to render its decision.

The Adjudication Panel will be comprised of one neutral, one Management representative and one CMG representative. It is in the interest of the parties that members of this Panel will be chosen according to their understanding of the needs of the position, including, e.g., cultural requirements in the case of SRC. Language of the proceedings will respect the employee and the position under review.

In addition to providing a final and binding decision on the matter, the Adjudication Panel also has the right to request more information on the

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employee's skills and experience (including requesting that additional tests be administered) or to refer the matter back to the Local Joint Employment Committee for further consideration.

Time limits may be extended by mutual consent.

**46.16.2 Disputes Related to Other Workforce Adjustment Issues**

The parties agree that arbitrations related to the administration and application of the Workforce Adjustment Process should be heard as quickly as possible.

Any grievances of this nature will be submitted to the arbitrator within ten (10) business days of referral by the National Joint Employment Planning Committee. Proceedings must begin within twenty (20) business days of such referral and a final and binding decision rendered within five (5) business days of the hearing.

To assist in the earliest possible resolution of these issues the parties will endeavour to submit a joint statement of facts and written submissions wherever possible.

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

## 58 WORK WEEK AND DAYS OFF

### Weekly Scheduled

#### 58.3

If an assignment allows **the employee** flexibility in arranging hours of work, it is recognized such an assignment may be weekly scheduled. Given the nature of these assignments, daily hours shall not be scheduled.

#### 58.3.1

The normal work week for these employees will be either 36.25 or 38.75 hours per week, subject to the classification listing in Article 54 (Classifications and Hourly Rates), scheduled as five (5) days of work in a work week. **Generally these days will be equal in length but may vary at the employee's discretion.** The hours of work shall be exclusive of meal periods, but inclusive of break periods.

#### 58.3.2

Weekly scheduled employees undertake, in consultation with their supervisor, to **plan** their hours of work in order to complete their assignments consistent with economy of operation and quality of work.

#### 58.3.3

Weekly scheduled employees will be compensated at their basic hourly rate for work up to 38.75 hours per week. Hours worked in excess of a 38.75 in a work week will be compensated as per Article 60 (Overtime).

**The weekly scheduled regime will not be used to avoid paying overtime. Overtime will apply if the employee is required to work outside their planned hours due to events beyond their control.** Any overtime must be pre-approved in accordance with Article 60 (Overtime).

#### 58.3.4

Any day of paid leave such as sick leave, holiday, annual leave and time off in lieu shall normally be credited as one-fifth (1/5<sup>th</sup>) of the regular work week, **up to, and to a maximum of, 38.75 hours. Overtime that is already earned will not be negatively affected by authorised paid leave.**

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**58.3.5 Transmission Services**

**Employees in Transmission Services designated as weekly scheduled will meet with their supervisor no later than the Friday prior to the commencement of a normal Monday to Friday work week to discuss the plan for that week.**

**In the event there is any change to the planned hours of work, such changes will be discussed forty-eight (48) hours in advance. Notwithstanding, it is understood that only CBC Transmission equipment emergencies may result in a change of planned hours including days off with notice prior to the end of the employee's shift the day before. Other situations such as client equipment failures and contractor scheduling will not be considered an emergency for this purpose.**

**58.3.6**

**Time worked on a scheduled day off will be compensated as per Article 60 (Overtime).**

## **59 MEAL AND BREAK PERIODS**

### 59.1

For daily scheduled employees, there shall be an unpaid meal period of not less than thirty (30) and not more than sixty (60) minutes during each shift.

#### 59.1.1

Meal periods will normally be given between two (2) and five (5) hours from the start of the employee's shift.

### 59.2

Where practicable meal periods will be included on the posted schedule. In any event, meal periods will be assigned at the start of the shift or shortly thereafter. Meal periods can be displaced for valid operational requirements or unforeseen circumstances.

### 59.3

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

### 59.4

In shifts of eight (8) hours or more, subsequent meal periods will be assigned and given within the fourth (4<sup>th</sup>), fifth (5<sup>th</sup>), or sixth (6<sup>th</sup>) hour since the last meal should have been completed.

#### **59.4.1**

**Employees will be entitled to a second and subsequent meal allowance, equal to the lunch per diem, as follows:**

**For regularly scheduled employees:**

- a) When an employee's shift extends to 10 or more continuous hours, exclusive of meal periods, a meal allowance may be claimed, and**
- b) Subsequent meal allowances on the same continuous shift may be claimed every four (4) hours thereafter.**

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**For employees on a compressed work week:**

- a. When an employees shift extends 2.25 hours beyond their regular shift, exclusive of meal periods, a meal allowance may be claimed, and**
- b. Subsequent meal allowances on the same continuous shift may be claimed every four (4) hours thereafter**

59.4.2

The meal payment provided in 59.4.1 shall not apply when:

- Travelling on a common carrier where the carrier provides a meal;
- An employee on remote assignment is entitled to compensation for meals
- through traveling;
- Meal is provided (consideration will be given to special dietary needs where it is known in advance).

59.5 Break Periods

Daily scheduled employees shall be entitled during a shift, to two (2) paid break periods of fifteen (15) minutes each, which may be taken away from their immediate work area.

59.5.1

The first break period will normally be given between the employee's starting time and his/her first meal period, and the second normally between the end of the first meal period and his/her finishing time.

59.5.2

An additional fifteen (15) minute break period will be given within each additional four (4) hours worked.

59.6 Emergency Response

The Corporation must be able to respond to emergency situations and therefore personnel in transmitter maintenance may be required to carry a communication device such as a pager or cellular telephone for the duration of their shift including meal and break periods.

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Where a meal period is terminated for such personnel, as a response to an emergency situation, the employee will be compensated at the appropriate overtime rate for such meal periods.

59.7 Part-Time

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

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**63 SCHEDULING**

63.5

**From time to time**, changes to posted schedules, except days off, may also be made seventy-two (72) hour prior to the start of an employee's scheduled start of shift.

63.6

**From time to time**, other changes, including days off, can be made by mutual agreement between the employee and management.

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**66 CALLBACK**

66.4

**Cancellation of callback before the employee actually reports for duty shall be compensated with one (1) hour's pay at the basic hourly rate.**

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**68 ANNUAL LEAVE**

68.6

The Corporation and the employee may agree to carry annual leave credits into the next fiscal year. ~~in accordance with Federal legislation~~ (*delete - not applicable*).

## 69 PARENTAL LEAVE

### 69.9.1 Supplemental Employment Benefits Plan (SUB Plan)

The Corporation's Supplemental Employment Benefits plan is dependent on the employee's receiving Employment Insurance benefits. As a result, the fifteen (15) weeks of Maternity, or ten (10) weeks of Paternity or Adoption SUB payments cannot start until Employment Insurance benefits begin. The two (2) weeks of SUB payments at ninety-three per cent (93%)\* of salary will be paid for the two (2) weeks immediately preceding the fifteen (15), or ten (10) weeks, which are paid at **eighty percent (80%)** of the employee's weekly salary.

\*The two weeks at a full 93% assume that the 2 week waiting period has not already been satisfied by the other parent. If the 2 week waiting period has already been satisfied by the other parent, then it is two (2) weeks SUB plan of an amount equaling the difference between normal EI Parental Benefits and 93% of the employee's salary. The CBC will require proof of E.I. Benefits.

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

Note: Employment Insurance benefits cannot be applied until ten (10) weeks before the expected birth week and there is a two (2)-week waiting period.

## 71 LEAVE WITH/WITHOUT PAY

### 71.1

The employer will attempt to meet the needs of an employee in accommodating his/her request for absence with/without pay.

### 71.2

Employees must request a leave of absence in writing as far in advance as possible, no less than four (4) weeks prior to the requested commencement of the leave. **When an employee requests six (6) months or more of leave, the employee must submit the request no less than eight (8) weeks prior. Exceptions may be made in cases of personal emergencies.**

### 71.3

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

### 71.4

The Corporation shall provide the employee with a written answer within **fourteen (14)** calendar days of the employee's written request (or as soon as possible thereafter should the **fourteen (14)** day time limit not be met). If the leave is denied, written reasons shall be provided.

### 71.5

When an employee is granted leave without pay, continuity of service for the purposes of seniority shall be considered unbroken for a maximum period of up to one (1) year, upon the employee's return to work.

However, the period of such leave will not count as service for the purpose of calculating severance pay or for pension purposes. Benefits can be maintained for a maximum of one (1) year by prepaying all premiums to cover the period.

### 71.6

Leave of absence with pay may be granted at the discretion of the Corporation.

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71.7

Requests for leave with / without pay will be subject to operational requirements and will not be unreasonably denied.

**Note: For application of this article, see Appendix XX - Leave Without Pay Principles.**

## **73 BEREAVEMENT LEAVE**

### 73.1

An employee shall be entitled to bereavement leave of up to five (5) consecutive days immediately following the day of the death of his/her spouse, common-law spouse, same sex partner, son or daughter (including stepchildren).

### 73.2

An employee shall be entitled to bereavement leave of up to three (3) consecutive days immediately following the day of death of the employee's:  
Mother, father (including step parents), the spouse or common-law spouse of his/her mother or father  
Brother, sister (including step siblings)  
Mother-in-law, father-in-law, the spouse or common-law spouse of his/her mother-in-law or father-in-law  
The father or mother of the employee's common-law spouse or same-sex partner  
Grandparents / grandchildren  
Dependant or other relative residing in the same permanent residence

### 73.3

If any or all of the five (5) or three (3) days (as described above) coincides with a normal working day, he/she is entitled to a normal day's pay for such days. The intent is to provide employees with consecutive days off without loss of income.

### 73.4

**An employee shall be entitled to an additional one (1) day of leave in circumstances where the funeral service is held outside of the five (5) days or three (3) days of leave provided for in Article 73.1 and 73.2.**

### 73.5

Travel time in addition to the five (5) or three (3) days may also be allowed depending on the specific circumstances. Such travel time will not be unreasonably denied.

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**73.6**

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

## Appendices

## **LETTER OF UNDERSTANDING RE: COMMITMENT TO EMPLOYEES**

### **Statement of Principles**

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

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

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

The parties agree that within 60 days of ratification of the Collective Agreement they will meet to exchange information and views on this activity. The Corporation will undertake to provide information about current activity, and the parties agree to engage in consultative discussions as needed.

On an ongoing basis, the parties agree they will discuss any concerns arising or opportunities to better address our mutual interests.

## **APPENDIX XX - Engagement of Employees on Contract**

### **Statement of Principles:**

**Permanent employment is the predominant mode of employment under this Collective Agreement.**

**Normally no classification may be hired entirely as contract.**

**Contract employment is a valid part of the employment model to permit management flexibility, but under defined conditions.**

**All contract opportunities are to be posted and any current employees, regardless of employment status, may apply and will be considered if they meet the qualifications of the job posted.**

**When a permanent employee fills a contract opportunity for a project, the employee will be considered to be on secondment and will have the right to return to his/her base job when the project is complete.**

**When a permanent employee fills an ongoing contract opportunity as per the “specific circumstances” classifications in Appendix XX (a), the position will be considered to be permanent.**

**Should the Corporation decide to convert a position filled by a contract employee to a permanent position prior to the contract employee’s four-year conversion date, the position will be posted.**

**The Corporation may utilize part time contract employment. In such cases, the contract shall count as one against the 9.5%+80 cap.**

### **Projects:**

**The Corporation may hire on contract in any classification where work is of a defined project nature that will not support continuing employment - in other words, work with a clear start and end date. Contract employees will not be hired to work on a project to avoid filling a**

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vacancy for a permanent job or to eliminate or displace permanent employees.

A project is an undertaking of a clearly defined nature and period of time. Projects are for programming development or business development or technical/IT development and/or installations.

Contract employment may also be used for programming projects that have defined funding and where work is not continuous throughout the year. Examples include the “Living in...” programs that have six months of funding per year or “Test the Nation” which has four episodes per year.

It is agreed that the Corporation will provide the Union with all details of a project in advance of its implementation. (i.e. duration, location, number of employees, purpose, etc.)

The parties agree that in some circumstances, there may be a need to extend a project’s duration. Any extensions will be discussed between the parties.

When it is recognized that a project has transitioned to ongoing work for the foreseeable future, the positions will be converted to either permanent, or contract under the terms and conditions laid out in “Specific Circumstances Contract Employment” below. These positions will be posted.

#### Specific Circumstances Contract Employment

In a limited number of classifications [see Appendix XX (a)], contract employees may also be used under specific circumstances related to on-air personality, or to expertise, specialty or key creative skills not available in house.

In all such cases of contract hires clear rationale will be provided consistent with the identified specific circumstances.

In reporter family classifications, the predominance of employees will be permanent. These classifications may be contract if they meet the on-air personality or expertise/ specialty definitions.

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In producer family classifications overall, the majority (i.e. more than 50%) of employees will be permanent.

In producer family classifications in news and current affairs, the predominance of employees will be permanent. Current usage of contract in these classifications in news and current affairs will be used as a guideline. [See Appendix XX (b)]

These classifications in news/current affairs may be contract if they meet the expertise/specialty or key creative definitions.

For employees hired in the reporter and producer family classifications for work in news and current affairs, a contract may be terminated early only for just cause or lack of work.

The Associate Producer classification is a key member of the producer family. The parties recognize and agree that, given that the numbers of persons on contract in this classification must satisfy the producer family tests of majority, predominance, and current practice listed above, that the applicable “specific circumstances” defined below will be used as a guideline, in this classification only. The parties agree to discuss and resolve any difficulties this may cause in good faith. Current usage of contract in this classification will be used as a guideline. [See Appendix XX (b)]

Recognizing the developmental nature of the Editorial Assistant, Program Assistant (Radio and TV) and Technician/Announcer classifications, these positions may be hired as contract. (See Specific Circumstances definitions.)

Where there are no specific circumstances, contract employment will not be used in the “specific circumstances classifications.”

**Specific Circumstances Definitions:**

**On-air personality:** A person hired under an on-air personality contract is someone who has clearly demonstrated a level of expertise and/or popularity in a market where he/she has an established profile. An established profile refers to someone who

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has become known and is therefore recognizable for his/her expertise or popularity – in short, a person around whom a promotional strategy would be built.

**Expertise/specialty/skills not available in house:** A person hired under this type of contract would have expertise in a specific subject area. This person would be able to hit the ground running and would bring a specialized body of knowledge, experience, skill set and/or contacts. This is not a developmental role. Examples might be meteorologists, crime reporters, business reporters, international affairs, etc.

**Key creative:** A person hired under this type of contract would provide the conceptual focus for a program and would have responsibility for defining and shaping the overall personality and tone of a program. He/she would supervise the program content and content providers. In the selection of personnel under this criterion, in-house employees will be considered.

**Developmental:** This type of contract is permitted in the Editorial Assistant, Program Assistant – Radio, Program Assistant - TV, and Technician/Announcer classifications. It is understood that people in these positions are being assessed for their potential future in the CBC.

Where there is no developmental intent, individuals will be hired as permanent in these classifications.

These contract employees must have a detailed development/work plan (which could include mentoring, opportunities for upgrade or secondment, job-shadowing, training, etc.) with a clear ongoing review process aimed at assessing skills and opportunities. This plan will be provided to the employee at the commencement of his/her contract. It is understood that all appropriate provisions of the Collective Agreement will apply to any elements of the development plan (e.g. t.u.g's). The plan will be made available to the Union upon request.

Duration of contracts for this purpose will range between six months and two years. The exception is if there are specific

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reasons that are consistent with the developmental purpose, the contract can be extended for a period of up to a year after a discussion with the Union.

If the Corporation wishes to have the employee continue beyond two years, the employee will be converted to permanent status.

### New Classifications

The parties shall discuss newly created classifications in order to determine whether they are a “specific circumstances classification”.

### Continuous Service/Conversion:

Employees who are engaged on a combination of contract and temporary employment will each have a one-time only opportunity of converting to permanent status upon reaching four (4) years of continuous service. The combination of contract and temporary employment must be continuous. Furthermore, the last two (2) years of the four (4) year period must be contract employment. The parties agree that this provision will not be applied retroactively and that periods of employment prior to the ratification of the renewal collective agreement will not be counted under this provision.

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

### Transition/Implementation:

All existing contract employment will be examined to determine whether it meets the conditions of this agreement.

Individuals who the parties jointly agree have been treated inappropriately by being hired on a combination of contract and temporary employment which has resulted in a defeat of the individual's right to conversion will be converted to permanent status.

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Contract employment that the parties agree upon review meets the requirements for permanent status will be converted.

- These contracts will be allowed to run their course and a permanent position will be posted for each contract as it expires.
- A contract employee will be notified, according to the provisions of the collective agreement (30 days, 60 days, 90 days), that his/her contract is expiring and that the position will be posted and filled.
- If the contract employee who filled the position that is being reposted as permanent is the successful candidate for the permanent position, the parties agree that no severance pay is required.
- Individuals who have entered the fourth year of their contract employment will be converted to permanent status. These positions will not be posted.
- A contract employee who has more than four years of employment in the same position and has refused the one-time opportunity to convert to permanent status and who wishes to remain on contract, despite the work being determined to meet the requirements for permanent status, will be grandfathered as a contract employee. However the work will be identified as permanent and when the contract employee ceases to be employed at the CBC, the work will then be posted and filled as permanent.

The existing contract committee will be responsible for addressing all aspects of the transition and implementation processes.

Transition and implementation of this agreement will be take effect upon ratification of the collective agreement.

**Monitoring/Resolution:**

It is agreed that the National Joint Committee will be responsible for monitoring the implementation and ongoing administration of this agreement.

Any disputes, not resolved at the National Joint Committee, regarding the interpretation or administration of this agreement or disputes that arise out of the transition/implementation process or the application of this agreement to individual cases shall be referred to a dispute

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**resolution process to be determined. The parties agree to adopt the model of dispute resolution developed in the Workforce Adjustment committee negotiations.**

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Appendix XX (a)

<b>Classification</b>	<b>Band</b>
Editorial Assistant	1
Program Assistant - Radio	1
Program Assistant - TV	1
Technician/Announcer	2
Researcher	3
Designer	4
Associate Promo Producer	5
Advertising and Layout Artist	6
Announcer	6
Associate Art Director	6
Senior Researcher	6
Associate Producer	7
Account Manager	8
Reporter/Editor	8
Senior Designer	8
Videographer	8
Announcer Operator	9
News Editor Presenter	9
National Account Manager	10
Promo Producer/Director	10
Provincial/Municipal Reporter	10
Senior Communications Officer	10
Senior Writer	10
Video Producer	10
Video-Journalist	10
Art Director	11
Host	11
Director	12
National Reporter	12
Producer	12
Producer/Recording Engineer	12
Senior Host	12
Producer - National Line-Up & Assignment	13
Production Designer	13

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**Appendix XX (b)**

**Percentage of “Producer Family” Jobs in News and Current Affairs  
Based on August 31, 2008 establishment list**

**Producer**

**Contract: 33 Total Permanent: 518  
6.3%**

**AP**

**Contract: 26 Total Permanent: 90  
28.8%**

**National Lineup**

**Contract: 0 Total: 22  
0%**

**Video Producer**

**Contract: 0 Total: 8  
0%**

**Contract Total: 59**

**Total Permanent Producers in News and CA: 638**

**“Producer Family” in News and CA: 9.2%**

**Percentage of Associate Producer contractual jobs  
Based on August 31, 2008 establishment list**

**AP**

**Contract 77 Permanent 115  
33.6% of AP population**

## APPENDIX XX: TEMPORARY EMPLOYEES

**Guiding Principles: If it's ongoing work the position will be posted and filled on a permanent or contract basis.**

**Temporary employees are primarily for backfill.**

- Temporary employees will normally be engaged to fill positions occupied by permanent full time or part time employees who are on leave from the workplace for a variety of reasons (E.G., approved leaves, absences and secondments).
- Temporary employees may be used in a period where a posting of a vacant position is in process or being assessed (EG. because “job design” may be in flux) – both should have a reasonable time limit (6 months). There may be exceptions which will be discussed with the union.
- Temporary employees can be hired in addition to existing staff for the purpose of dealing with a “special situation” requiring the additional resources and/or unique skills not readily available within the normal staff complement, for a defined period of time. (E.G., elections, major sporting events, program development projects, etc.) In other words, where there is no “special situation” additional temporary employees should not be engaged. It is recognized that the term “special situation” could refer to other projects or activities not necessarily of the same major scope as an elections or Olympics. These “special situations” may refer to events of regional or local significance requiring exceptional coverage. However, efforts should be made to ensure the term “special situation (s)” is not undermined by broadening its intent. Such situation should be unique and not a regular part of the daily business.

*[Note: Any time limits described in this document are to be respected under normal conditions. It is acknowledged that from time to time there may be unique conditions and in such cases, the parties agree to consult each other.]*

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*[Note: Terms such as “special situation(s)” will mean those unusual or unique situations beyond the normal work demands.]*

*[Note: In situations where the volume or pattern of work has resulted in an increased demand for ongoing full time or part time work, temporary employees will not be engaged to perform such work.]*

*[Note: Where it is recognized a temporary vacancy is longer than 13 weeks, temp employees will normally be hired for the duration of a vacancy – a process would also apply in chain-of-backfill situations.]*

*[Note: For clarity, a chain-of-backfill refers to those situations where more than one permanent employee is being moved to a new assignment and where those changes involve the engagement of a temporary employee.]*

**Programme, Project and Professional Development:**

- Temporary employees can be hired to backfill existing permanent full time or part time employees who are seconded or temporarily re-assigned for the purpose of professional development in an enterprise outside his/ her normal duties such as programme or project development (E.G., Radio’s 2008 summer schedule). Such situations should have a specific duration (normally 1 year) and be followed by a review process.
- Temporary employees can also be hired as a direct part of the programme development process. Such situations should have a specific duration. (less than 13 weeks *or* maximum of six months).
- Temporary employees can be hired for programmes/ projects that run less than 13 weeks.

## **APPENDIX XX: TEMPORARY UPGRADES**

### **Temporary Upgrades/Temporary Promotions:**

- A Temporary Upgrade/Temporary Promotion will normally be for the purpose of filling a higher classification left vacant by the temporary re-assignment/deployment of the incumbent;
- Such a Temporary Upgrade will be for an identified and reasonable period of time (normally up to 12 months);
- Temporary Upgrades/Temporary Promotions may in some circumstances (E.G.: succession planning) be for the purpose of employee development where no higher position exists but again only for an identified and defined period (normally up to 12 months);
- The parties will discuss and agree to any unusual circumstances involving upgrades.
- To be clear, using a Temporary Upgrades/Temporary Promotion to avoid filling a vacancy is inappropriate.

## Appendix XX - PMSD

### Definitions:

**PMSD is a process, not an event. It operates as a continuous cycle.**

### Performance Management:

**Performance management is a collaborative process that requires a shared commitment to high performance. It is a process that both raises the quality of the work and benefits the employee.**

**The process must clearly outline what is expected of the employee and his/her place in the organization. It must also recognize an employee's value as an individual as well as the value of his/her performance.**

**Performance management will be used to guide the employee's professional development through a series of conversations and a formal process that both encourage and support the employee in achieving his/her highest potential. This will be accomplished through honest objective setting, an open dialogue and ongoing feedback.**

### Staff Development:

**Staff development is a multi-faceted process intended to motivate employees, recognize their contributions to the organization and enhance job satisfaction. It also enhances overall job performance and broadens an employee's skills and experience in the context of organizational needs. It is used to assist employees identify career paths and develop mutually agreed-upon plans.**

**The goal of staff development is to maximize the value of each employee's contribution to the future of the CBC. Staff development is expected to evolve over the course of an employee's career.**

**Staff development opportunities may include but are not limited to:**

- **Training**
- **Assignments to stretch or challenge**
- **Secondments**
- **Project work**

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- Sabbaticals
- Financial support for outside learning
- Self-directed learning
- Job shadowing
- Mentoring, taking advantage of the knowledge and experience of senior employees
- New or additional responsibility
- Conferences, subscriptions, e-learning
- Informal time off arrangements for learning activities, either in house or outside the organization
- Team learning
- Job exchanges

The following examples are intended as guidelines to assist in determining what is and is not appropriate for the PMSD process. They are not meant to encompass all eventualities. It is understood that real-life situations will be considered carefully and that there may be overlap between processes.

**Scenario 1: An employee is behaving badly in a meeting. Immediate action and correction is required. This is not about performance, it's about behaviour. Therefore the conversation will take place outside the PMSD process.**

**Scenario 2: The meeting is ineffective. This could well be addressed during PMSD, although it is expected that a problem of this nature would also be addressed in a timely fashion. The discussion would be framed in a positive manner and would focus on how to improve the meeting and what supports were needed.**

**Scenario 3: An employee is not performing at the level required for the job. Assuming this is not deliberate, the problem might be first identified in the PMSD process, then move to Improvement Plan if deemed appropriate. The PMSD process would be suspended until completion of the Improvement Plan.**

**Scenario 4: The employee engages in deliberately unacceptable behaviour.**

If this is culpable behaviour, the discipline process is engaged. This is not part of the PMSD process and PMSD will not take place until the matter is resolved.

**Scenario 5: An employee has gone off track from the original agreed-upon objectives.**

Assuming this is the result of either changing priorities or a misunderstanding of what was intended, this matter would be addressed within the PMSD process, most likely as a mid-term realignment.

Additional information and materials related to PMSD may be found on the employee portal, IO, on the Talent Management System or through an employee's supervisor/manager.

**Remedial Actions arising from this Agreement:**

1. The parties will jointly undertake to communicate the purpose and definition of PMSD and its importance to the organization and to the employee. The communiqué will frankly acknowledge the current shortcomings of the process and will outline the steps to be taken.
2. The National PMSD Committee will explore and develop a method for monitoring the quality of the PMSD dialogue. It will seek input at the local level. The existing auditing process will be examined to see if it is the appropriate vehicle for this action.
3. The parties acknowledge the large in-house resource of knowledge and experience and will recommend to the National PMSD Committee that it explore ways to make effective use of this resource in the context of staff development. With limited resources, this may assist in providing staff development opportunities.
4. The parties will jointly review the "Ready to Lead" program and the "Difficult Conversations" training and any other similar training programs to ensure that they are consistent with this agreement.

## Appendix XX - Leave Without Pay Principles.

Unpaid leave is a valuable tool for work-life balance.

- Management must make reasonable efforts to accommodate an employee request.
- Operational needs of CBC must be considered when weighing leave requests.
- Approval of unpaid leave could be affected by factors such as the time of the production year i.e. a major ratings period or when other employees in the unit are away.
- Leave approval can also be affected by management's reasonable ability to replace the individual.
- Leave requests are not automatically granted.
- Leave can be for a broad range of reasons including professional development, education advancement or providing work-life balance.
- The replacement arrangements should not incur significant costs to CBC for travel, training and so on.
- The employee must clearly articulate their intentions for the leave, especially when it relates to industry related activities in accordance with Article 12.
- In general, the leave should not be extended or reduced. The time should be taken as it is approved subject to extenuating circumstances.
- The employee should be provided with written confirmation of the leave period and the agreed-upon return-to-work date.
- If the leave includes work at another CBC location, there needs to be written approval from managers in both locations.
- Normally, commencement of the leave would start eight weeks after being requested for a job requiring posting. For positions that don't require posting, the request must be made at least four weeks prior to the leave.
- There may be exceptions to the above principle based on personal emergencies.
- Managers must respond to the leave request within two weeks.

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- It should be the intention of the employee to return to their job when the leave is over.
- The use of the unpaid leave can't result in a carry-over of annual leave.

If management has multiple requests that cause operational problems, seniority will be the deciding factor except where the senior employee has been granted leave in the previous three years.

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**LETTER OF INTENT RE: VACATION PURCHASE PLAN**

The parties agree to implement a vacation purchase plan as of April 1, 2009.

The purpose of such plan is to enable employees to defer five (5) days of salary to be taken as annual leave in the following fiscal year. It is understood that the employee must exhaust all of their annual leave in that fiscal year.

The parties agree that the TVO plan be used as a guideline.

It is further agreed that such plan may be expanded to ten (10) days after a two (2) year trial.

**LETTER OF INTENT RE: “WEEKLY SCHEDULED” REVIEW**

The parties agree to review the application of the weekly scheduled provisions for all classifications within ninety (90) days of the signing of this collective agreement.

The purpose of this review will be to assist the parties with their mutual understanding of the weekly scheduled regime and to ensure that employees are appropriately designated as either daily scheduled, weekly scheduled or self assigned.

## **LETTER OF AGREEMENT RE: FREELANCE CONTRIBUTORS**

The Corporation appreciates the value, richness and diversity of voice Freelance Contributors bring to the CBC.

The parties agree to create a Joint Committee, with representatives from the freelance community, to review the current Freelance Contributor language with the intent to simplify and modernize this Article of the Collective Agreement with particular focus on the categories and scales identified in Article 30.5.9.

The Committee will research, consider and is mandated to make recommendations for final approval based on CBC's fiscal reality.

The topics for discussion will include:

- Categories of engagement;
- Modernize scales;
- Examine and research CBC's use of freelance contributors, assess the feasibility of recognizing individual experience and contribution to the Corporation,
- Review the terms of the current Freelance Guide.

The Committee will be co-chaired and consist of no more than four individuals from each of the Union and the Corporation. The Parties are committed to meet within the first six months of this Agreement.

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**LETTER OF AGREEMENT RE: MAINTENANCE AND IT  
COMPENSATION REVIEW**

The parties agree to a joint review of compensation for maintenance and IT classifications.

The purpose of such review is to identify and make recommendations to address any market condition deficit subject to available funding.

The parties agree to complete the above by December 1, 2009.

**LETTER OF CLARIFICATION RE: EMPLOYMENT EQUITY AND  
DIVERSITY IN THE WORKPLACE (ARTICLE 9)**

The Parties acknowledge that the Joint Employment Equity Committee should meet on a regular and consistent basis.

Therefore, the Parties agree that a recommendation will be made to the Joint Employment Equity Committee to schedule, at their next meeting, all meetings for 2009 and to do so for all future years in the first meeting of each year.

**LETTER OF AGREEMENT RE: FOREIGN BUREAUS**

**The Parties agree that there is a mutual interest to meet and discuss many aspects of Foreign Bureaus and Foreign Correspondents including compensation, staffing, collective agreement language and various other issues.**

**Therefore, the Parties agree to hold an initial meeting to begin discussions within 90 days of the signing of this Letter of Intent and to schedule additional meetings to continue discussions.**

**LETTER OF INTENT RE: TRANSMISSION SERVICES**

**The Parties agree that they will meet to discuss the possible reduction of Analog TV transmitters and any impact this may have on employees in Transmission Services.**

**The parties will also discuss contract employees, training and “monitors”.**

**The parties agree to meet within 90 days of the signing of this Letter of Intent.**

**LETTER OF AGREEMENT RE: ENHANCED SEVERANCE**

The parties agree that the Workforce Adjustment provisions of the new collective agreement replace Article 46 (Staff Reduction) and Appendix S (Interim Staff Reduction Procedures) of the 2004-2009 collective agreement, in their entirety

It is the intent of the parties to no longer provide enhanced severance to employees affected by the Introduction of New Work Methods, Technological Change, Sale of Business and Contracting Out, nor to employees who had a greater entitlement to severance under the former CEP (Unit 2) collective agreement(s).

Severance (i.e. lay off pay) provisions in the new Workforce Adjustment article apply to all employees affected by workforce adjustment with the exception of “protected employees” who will maintain their previous entitlements.

## **LETTER OF UNDERSTANDING RE: GRIEVANCE PROCEDURE**

**That the application of the current language concerning Dispute resolution and grievance procedure has being destructive to the overall relationship between the parties and all actors who are involve in this process;**

**That we need to deal with grievances in a reasonable time frame that will prevent problems and will also prevent the grievance resolution system from being clogged with old grievances;**

**That we need to schedule the arbitrations within a reasonable time frame after the grievance has run its course, it should promote the resolution and/or closing of grievances during the grievance process and limit the number of cases going to arbitration.**

**Therefore, in a matter to improve the Dispute resolution and grievance procedure the parties agree to do a full review of the current language in the collective agreement.**

**The revision of the current language must be done by the end of January 2009.**

**The review of the current language should meet the following objectives:**

- **Improving the overall relationship;**
- **Scheduling arbitrations as soon as possible;**
- **Increasing resolutions of grievances before arbitration;**
- **Limit the number of cases going to arbitration**

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**LETTER OF UNDERSTANDING RE: INFORMATION TO THE UNION (Article 20.5)**

The Parties acknowledge that the Corporation shall provide CMG with access to personal and freelance contracts through the corporate contracting system and that the CMG is currently experiencing difficulties with accessing such system.

Therefore, the Corporation agrees to correct the difficulties experienced by the CMG in order to provide CMG with meaningful access to the corporate contracting system that would provide:

- Clear name, location of contract creation and contract start/end date.
- Searchable by name and location or date of contract.
- Contract type.
- Name of the file, not date document was scanned.

**LETTER OF UNDERSTANDING RE: NATIONAL JOINT  
COMMITTEE ON TRAINING AND DEVELOPMENT**

It is recognized that an active National Joint Committee on Training and Development is critical to ensuring that training needs are met. The parties will establish the Committee within 30 days of ratification of the Collective Agreement.

The Committee will meet as often as necessary on start-up. It shall meet, at a minimum, on a quarterly basis thereafter and shall report after each meeting to the National Joint Committee.

The following issues will be referred to the Committee:

- An exploration of the feasibility of a jointly administered training fund
- An assessment of whether regional barriers to accessing training exist
- An assessment of whether age affects an employee's ability to access training
- An examination of current skills training and practices to determine if they are adequate to meet employees' needs
- Re-skilling will be a regular item for discussion on the Committee's agenda.

**LETTER OF UNDERSTANDING RE: UNION ACCESS (ARTICLE 21.5)**

The Corporation agrees to allow the CMG to hold its balloting process on the premises of the Corporation in an agreed area of the Atrium, subject to operational requirements. Outside of Toronto, the local management will determine the appropriate location for such balloting process.

The CMG agrees to conduct such balloting process in a non-disruptive manner and to obtain prior Corporation approval for the use of any flyers, banners, posters or sandwich boards utilized in the balloting area.

The Parties also agree that the widespread posting of campaign posters in the workplace is unacceptable but that respectable and controlled posting is an integral part of the democratic process. In addition to the CMG designated boards, the Corporation and the CMG agree that a candidate may post 1 of his/her letter size posters on a designated bulletin board(s) but that no such posters will be posted other than on a designated bulletin board(s). The repeated abuse of these posting provisions will permit the Corporation to terminate this Letter of Clarification.

Either Party may terminate this Letter of Clarification with 30 days notice to the other Party.

**LETTER OF INTENT RE: SALES COMMISSION PLAN AND TARGETS**

**It is agreed that the Sales Commission Plan and targets are at management's discretion.**

**It is also agreed that commissions and targets will be established and administered in a reasonable manner consistent with market conditions and considerations. The Corporation agrees to consult with employees, consistent with current practice, in regards to target setting.**

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**Compassionate Leave**

The parties agree to amend the Collective Agreement to provide for  
Compassionate Leave (EI).