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## **SECTION I – AGREEMENT BETWEEN THE PARTIES**

### **Article 1 – PURPOSE OF THE COLLECTIVE AGREEMENT**

#### **1.1 Purpose**

The purpose of this Collective Agreement is to establish well-ordered dealings between the Parties, to develop seamless labour relations between the Employer and members of the Union, and to implement working conditions which are likely to promote safety, well-being, and self-worth.

The purpose of this Collective Agreement is also to nurture respect and collaboration between the Employer and the Union. The Parties signed and executed it in good faith, confirming their acceptance of working conditions they mutually agreed upon

Acknowledging that the industry they evolve in is ever-changing, the Parties intend to adapt efficiently to such changes while implementing the assignment conferred upon the Canadian Broadcasting Corporation under the Broadcasting Act.

### **Article 2 – DEFINITIONS**

#### **Callback List**

The list based on counter seniority which is used to allocate assignments to term Employees.

#### **Contract Employee**

Any Employee whose contract is meant to run for a specific amount of time and who is bound by the provisions of Article 48 (“Specific Conditions Applicable to Contract Employees”).

#### **Co-production**

Collaboration agreements that relate to the production or joint production of programs, program segments, and other content. Such agreements generally require that the Employer participate financially to the production of a program, a program segment, or some other content in exchange for broadcasting rights. They may also provide that the Employer will contribute by supplying human and material resources.

## **Counter**

The total number of days worked by a term Employee or a temporary Employee. The counter takes into account an Employee's annual leave as well as their approved absences (work-related accidents, occupational injuries, sick leaves, and special leaves). It also includes compensatory leaves insofar as they are taken in lieu of a scheduled assignment. All the rules defined in Article 56 when it comes to maternity leaves, adoption leaves, co-parenting leaves, parental leaves, child care leaves, caregiver leaves, compassionate care leaves, and other types of leaves apply to the counter.

## **Cycle**

The posted schedule that begins on a Monday and ends on the Sunday that comes fourteen (14) days later.

## **Employee**

Any individual who holds a position over which the Bargaining Unit has jurisdiction, regardless of status (i.e., permanent, temporary, or under contract).

## **Notification of Schedule**

Any posting of the schedule within the meaning of subsection 38.1.

## **Parties**

The Canadian Broadcasting Corporation (CBC/Radio-Canada) as well as the Syndicat des Travailleuses et Travailleurs de Radio-Canada (FNCC-CSN).

## **Payroll**

The total of all base salaries and wages earned by Employees.

## **Period**

Whenever used in Article 47 ("Specific Conditions Applicable to Term (Occasional) Employees"), refers to an interval of more or less three (3) months, as referred to in subsection 47.6.

## **Qualifications**

The body of knowledge that allows an Employee to fulfil their duties.

## **Recall List**

The list reserved for laid-off Employees who wish to be assigned a new permanent position, as referred to in Article 32 (“Elimination of Positions / Layoffs”).

## **Skills**

The skills a worker needs to acquire in order to fulfil the requirements of their position.

## **Standard Requirements of the Position**

The standard requirements provided for in an Employee’s job description. Qualifications and skill which are referred to in postings must align with the content of job descriptions.

## **Trainee**

Any individual who pursues studies that require in-the-field internship or participates in a program implemented by the Employer or any level of government

# **Article 3 – INTERPRETATION**

## **3.1 Official interpretation**

Any and all official interpretations of the provisions of this Collective Agreement are contingent upon the execution of a specific agreement by authorized representatives of both Parties.

## **3.2 Titles**

The titles given to the provisions of this Collective Agreement are meant to make them easier to read. No such title shall ever be used in order to interpret or construe the meaning or scope of specific provisions.

## **3.3 Inclusive wording**

The provisions of this Collective Agreement apply to any and all Employees of the Canadian Broadcasting Corporation, regardless of the gender they identify to.

Whenever the use of a non-sexist, gender-neutral vocabulary would render the text tedious or redundant, the masculine gender may be used in order to



enhance a reader’s experience – in which case it will apply to men as well as to women and non-binary individuals.

## **Article 4 – OFFICIAL TEXT**

### **4.1 French and English versions**

Both the French and English versions of this Collective Agreement must be viewed as official. Should any discrepancy or contradiction arise, however, the French version of the text shall prevail.

## **Article 5 – UNION RECOGNITION**

### **5.1 Bargaining agent**

The Employer recognizes the Union as the sole bargaining agent who is allowed to negotiate on behalf of Employees who hold a position covered by the bargaining certificate issued by the Canada Industrial Relations Board on July 6, 2021 – an excerpt of which reads as follows:

“[...] all employees in the province of Québec and the city of Moncton (New Brunswick), except those covered by other bargaining certificates, as well as producers, supervisors, and staff regarded as such.”

## **SECTION II – RIGHTS OF THE PARTIES**

### **Article 6 – RIGHTS OF MANAGEMENT**

#### **6.1 Management and administration**

The Employer reserves all rights and privileges pertaining to the direction and management of its current and future operations. It may, at its sole and absolute discretion (but subject to the provisions of this Collective Agreement), determine its operating methods and organizational structure – including by defining the nature and scope of functions as well as the terms and conditions of assignments, selecting, counting, and supervising the members of its staff, as well as hiring, evaluating, transferring, promoting, demoting, laying off, dismissing, terminating, or imposing sanctions on any Employee.

#### **6.2 Premises and equipment**

The Employer may, at its sole and absolute discretion (but subject to the provisions of this Collective Agreement), manage its properties and assets, maintain order and security at any location it owns or operates, and implement rules and standards aimed at governing their activities. It may, among other things, set up premises in any location of its choosing, select, manufacture, procure, and/or integrate the equipment and/or technology to be installed in any such location, and define the nature, quality, and quantity of the equipment it needs.

### **Article 7 – UNION DUES**

#### **7.1 Withholding of Union dues**

The Employer shall, free of charge and as of the first day of work, withhold from the pay of any Employee the amount of Union dues determined by the Union.

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

The Union shall give the Employer at least two (2) calendar months' written notice of any change made to the process according to which Union Dues are withheld.

### **7.3 Remittance to the Union**

The Employer shall deduct Union dues from an Employees' salary every other week, and hand over such dues to the Union within the week that will follow the payroll deposit.

## **Article 8 – UNION LEAVES / RIGHTS OF THE UNION**

### **8.1 Union leave with pay**

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

- a) to a maximum of three (3) Employees for each day during which any joint committee must meet under this Collective Agreement or any legislation then in force;
- b) to a maximum of eight (8) Employees for each day during which negotiations, conciliation, or mediation are held. The Parties shall, in advance, agree on a schedule of meetings meant to help them deal with replacements;
- c) to a maximum of two (2) Employees for each day during which arbitration proceedings are held in connection with the renewal of the Collective Agreement;
- d) to a maximum of three (3) Employees for each day spent preparing a meeting of the Labour Relations Committee (LRC) in accordance with the provisions of Article 12.

### **8.2 Union leave contingent upon recovered wages**

The Employer shall, subject to its operational needs and replacement (overtime) costs, grant union leaves contingent upon recovered wages:

- a) to any and all Employees elected or appointed to any full-time Union office, for the duration of any term of office not to exceed three (3) years. Such leave shall be renewed upon receipt of a written request submitted at least thirty (30) calendar days prior to its effective date.
- b) to a maximum of three (3) Employees elected or appointed to a full-time Union office with an official labour movement organization, for the duration of any term of office not to exceed three (3) years. Such leave may be renewed upon receipt of a written request submitted at least thirty (30) working days prior to its effective date.

- c) to Union officers and elected or appointed Union members who must either attend Union conventions, meetings, or seminars, or participate in other Union business.

### **8.3 Submission deadline**

All Union leave requests submitted under this Collective Agreement must be provided to the Employee's immediate supervisor no later than ten (10) working days prior to the projected date of leave. While calculating such timeframe, the first day of the delay will not be counted whereas the last one will be.

### **8.4 Impact on the employment timeline**

None of the Union leaves granted under this Collective Agreement shall ever extend the preset employment period of any term or contract Employee. Once their probationary period has ended, a term Employees will earn one day on the counter for every day of Union leave with pay or contingent upon recovered wages (found within the same payroll period) they would have been entitled to had it not been for the leave in question.

The Employer shall reschedule every term Employee sent on a Union leave with pay or contingent upon recovered wages.

### **8.5 Timing of meetings**

In most cases, the meetings the Parties must hold in accordance with this Collective Agreement will take place during regular working hours.

### **8.6 Compensatory leaves**

Whenever (i) an Employee is authorized to take a Union leave with pay in accordance with the provisions of subsection 8.1 above, and (ii) such leave overlaps with one or more of the Employee's weekly days off, said Employee will be awarded a compensatory leave they will be allowed to take at a time agreed upon with the Employer.

### **8.7 Amount of dues**

The Employer shall maintain the pay and other benefits of any Employee who is granted a Union leave contingent upon recovered wages. It shall, in fact, deduct from the Union dues handed to the Union an amount equal to the total of the recovered wages and of a percentage corresponding to the Employer's contribution to the various tax obligations related to the employment and to the benefits of the Employee on leave – the whole in accordance with the parameters set forth in Letter of Agreement 7 ("Increase of the percentage

associated with tax-related obligations and benefits available upon repayment of Union leaves (Article 8”).

Provisions relating to the accrual of annual leaves shall continue to apply. The Employer shall provide the Union with a written statement of all relevant Union leaves that will specify who benefits from a leave and for how long.

### **8.8 Accrual of seniority**

Employees shall continue to accrue seniority throughout the duration of any Union leave. On the other hand, Employees on leave pursuant to the provisions of paragraph 8.2 b) will cease to earn seniority the moment their term of office will extend beyond three (3) years.

### **8.9 Bank of Union leaves with pay**

The Union shall, in writing and within fifteen (15) days of execution of this Collective Agreement or of any amendment hereof, provide the Employer with the names of all members of the executive board and of the latter’s representatives.

The Union shall, in addition to the Union leaves with pay provided for in this Article 8, have access to a bank of twenty-five (25) additional Union leaves with pay per year (which shall start on April 1<sup>st</sup> and end on March 30<sup>th</sup> of the following year). None of the Union leave days left untaken at the end of any given year shall ever be cashed (i.e., exchanged for payment) or rolled over to the next year.

### **8.10 Support**

The Union may, at any given time it is scheduled to meet with the Employer, be accompanied by its elected representatives as well as by the union advisor in office.

### **8.11 Employee records**

Any Employee may, for a valid reason and after having submitted a written request at least five (5) working days prior, consult their employee records in the presence of their manager or of a member of Human Resources. They may, on that occasion, be accompanied by a Union representative.

### **8.12 No discrimination against Union representatives**

No discrimination or intimidation shall ever be exercised against members of the Bargaining Unit on account of their affiliation with the SCRC, the activities they conduct as stewards or officers of the Union or as members of one or more of

the committees created hereunder, or of any operation resulting from their membership (or any participation) in the Union.

## **Article 9 – ACCESS TO THE EMPLOYER’S PREMISES**

### **9.1 Safe access**

Subject to the guidelines it published about secure access to its premises, the Employer shall, insofar as reasonable prior written notice is given, allow duly authorized Union representatives to access the premises it owns and/or operates so that they may ensure compliance with this Collective Agreement.

### **9.2 Employer’s consent to meetings and gatherings**

The Union shall secure the Employer’s consent before holding any kind of meeting or gathering in or about premises owned or operated by the Employer or in any room or hall that happens to be available.

## **Article 10 – BULLETIN BOARDS**

### **10.1 Postings**

The Employer shall, within each and every location, provide the Union with bulletin boards of suitable dimensions and placement so the latter can announce upcoming meetings, elections, and negotiations, new Union positions and policies, as well as information about its current business.

The Union may, as well, use other bulletin boards insofar as it secures the authorization of an Industrial Relations representative.

The Employer may, after having discussed the matter with the Union, remove any notice it deems harmful to any ongoing or scheduled dealings between the Employer and the Union.

## **Article 11 – INFORMATION PROVIDED TO THE UNION**

### **11.1 Electronic file**

The Employer shall, once a month and in addition to the specific information discussed in this Collective Agreement, provide the Union with an electronic file which will disclose and update the following in relation to each and every Employee:

- name
- gender
- date of birth
- identification code
- job title
- employment status
- component
- department
- city
- date of hiring
- date of termination/end of employment
- reason for termination/end of employment
- seniority
- classification
- anniversary date of the pay/salary rate
- current salary
- amount of additional compensation
- nature of additional compensation
- temporary upgrades that lasted four (4) weeks or more and expected termination/end date
- cross-unit assignments
- amounts of Union dues
- position number
- primary or secondary assignment
- Absence throughout an entire month and reason for such an absence (maternity, paternity, adoption, short-term disability that lasted the whole month, long-terms disability (LTD), other absences)
- staffing percentage of the position (part-time)
- date the Employee became admissible to the pension fund
- preferred language of correspondence
- cancelled positions
- vacant positions
- dates at which temporary assignments and upgrades began and ended

## **11.2 List of administrative units**

A list of all administrative units and of the Employees who are members of them shall be provided to the Union once a year, no later than October 31<sup>st</sup>.

## **11.3 Personal contact information**

The Employer shall, every six (6) months and subject to the relevant provisions of the *Privacy Act*, provide the Union with a list of the names, home addresses, e-mail addresses, and personal phone numbers of its employees who are represented by the Union, as they are recorded in the Employer's registries.

## **11.4 Disability records**

The Employer shall, no later than May 31<sup>st</sup> of each year, provide the Union with an electronic file which will disclose and update the following with respect to the interval of time that ran from April 1<sup>st</sup> to March 31<sup>st</sup> of the previous year:

- a) the number of cases involving a short-term disability;
- b) the average duration of short-term disabilities;
- c) the number of cases in which a disagreement arose between the Employer's and the Employee's respective physician(s) in regards to the consolidation date or to the Employee's return to work, gradual return to work, or functional limitations.



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

### **Article 12 – LABOUR RELATIONS COMMITTEE**

#### **12.1 Purpose of the Committee**

The Parties, in order to promote a collaborative relationship between the Employer and its Employees who are represented by the Union, to review any and all issues and problems not covered by the provisions of the Collective Agreement, and to resolve misunderstandings or conflicts stemming from the interpretation and/or implementation of the Collective Agreement, have agreed to put together a Labour Relations Committee (“LRC”).

The Labour Relations Committee may not, before it consults with its representatives on the matter, make any ruling or decision that falls under the exclusive jurisdiction of the Grievance Committee or of any other committee created hereunder.

#### **12.2 Operating methods**

Operating procedures and meeting schedules shall be determined by the Committee’s members, who, unless they agree otherwise, must meet at least twelve (12) times a year.

In order to ensure an effective follow-up on the various matters that will be entrusted to the Labour Relations Committee, the latter’s members may create subcommittees whose composition, assignments, and operating procedures they shall also define.

#### **12.3 Composition**

The Labour Relations Committee shall include up to three (3) representatives from each Party. Each Party may, after providing the other party with at least ten (10)-days prior notice on the matter, appoint guest members who will discuss particular issues. Such prior notice shall specify the name of each guest member as well as the nature of their involvement.

#### **12.4 Agenda**

The Parties shall, at least seven (7) days prior to the date set for the Committee’s meeting, disclose the items they intend to add to the agenda.

## **12.5 Minutes of proceedings**

Minutes of the proceedings of each meeting must be prepared, read, and executed by representatives of both Parties before the meeting is adjourned.

## **12.6 Filing of grievances**

Should a dispute arise among members of the Labour Relations Committee about a matter associated with current working conditions or the interpretation or implementation of the Collective Agreement, either Party may file a grievance within the timeframe set forth in subsection 19.4.

The timeframe in question shall begin on the day of execution of the minutes that confirm a dispute arose between the Parties, insofar as the disputed matter is addressed by the Labour Relations Committee within the month that follows the occurrence of the incident – failing which the timeframe set forth in subsection 19.4 shall apply. The Parties may agree to extend the prescribed timeframe by means of a mutual agreement reached in the course of any scheduled meeting.

## **12.7 Modifying the Collective Agreement**

The Labour Relations Committee does not have the power to amend or otherwise modify any provision of this Collective Agreement.

# **Article 13 – NO STRIKES OR LOCK-OUTS**

## **13.1 Strikes and lock-outs**

As long as this Collective Agreement remains in force and effect, the Union shall not cause or support any strike, whereas the Employer shall not cause or support any lock-out.

## **13.2 Working during a strike or lock-out**

No Employee shall ever be required to perform any work (or to assist in the performance of any work) which is the exclusive responsibility of another bargaining unit of the Employer whose members are on strike or have been locked out.

## **SECTION IV – JURISDICTION**

### **Article 14 – WORK CARRIED OUT BY MANAGEMENT**

#### **14.1 Assignment of work to a member of management**

The Employer hereby agrees that unless supervision, training, equipment assessment, or an emergency is involved, it will not assign to management or to members of its trusted staff any work normally carried out by members of the Bargaining Unit.

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

#### **15.1 Responding to emergencies and unexpected circumstances**

The Employer may, in cases of emergency or whenever unexpected circumstances arise, assign to a member of another bargaining unit any kind of work or duty usually carried out by Unit members.

The Employer, should it turn out that no Unit Members are available, may also assign to a member of another bargaining unit any kind of work or duty usually carried out by staff responsible for transmitters that operate equipment used to handle remote transmitters.

#### **15.2 Occasional assignments entrusted to members of the APS**

The Employer may, in addition to subsection 15.1, require that a member of the Association of Professionals and Supervisors (APS) assess, familiarize themselves with, or demonstrate the features of any kind of equipment.

#### **15.3 Cross-skilling**

As part of the cross-unit training program, members of another bargaining unit may be assigned work usually performed by members of the Bargaining Unit defined in Article 5 (“Union Recognition”), insofar as (i) the latter are allowed to carry out work usually entrusted to members of the other bargaining unit, and (ii) the tasks at hand are not, generally speaking, known as the primary function of members of either bargaining unit.

Labour relations services shall, upon receipt, forward to the Union any and all cross-unit projects which are likely to impact duties or tasks that generally fall under the FNCC-CSN’s jurisdiction.

The Parties hereby agree that any cross-unit project is likely to involve more than one individual – in which case, the Employer shall define a single project to which it must append a list of all the Employees who will be involved (whether they belong to the Bargaining Unit concerned hereunder or to any other bargaining unit).

#### **15.4 Non-hybrid cross-skilling**

It is hereby understood and agreed that some Employees may, on occasions, have to perform cross-unit duties that are ancillary to their primary functions.

Any Employee required to perform such ancillary duties shall be paid an additional twenty dollars (\$20) per day whenever the assignment extends beyond ninety (90) minutes. Such additional compensation will also be due whenever an Employee is asked to replace another Employee involved in a cross-unit project.

Non-hybrid cross-unit projects, which by definition cannot span over more than one (1) year, can be renewed upon their expiry. The Employer shall notify the Union of any extension of such projects.

#### **15.5 Creation of hybrid positions**

Cross-skilling enables Employees (who are members of the Bargaining Unit) to perform duties covered under this Collective Agreement as well as duties that are specific to jobs entrusted to other bargaining units. Cross-skilling will be qualified as “hybrid” whenever an Employee ends up spending at least forty percent (40%) of their time carrying out duties usually entrusted to members of another bargaining unit. This threshold is used as a reference only, as the Parties hereby agree that it often proves difficult to determine exactly when a position actually becomes hybrid.

#### **15.6 Experimental phase**

Hybrid cross-skilling usually occurs at an experimental level. The Employer requests the participation of volunteers by posting notices in specific cities or districts. It then selects from the applications it has received the candidates who seem to best meet the requirements posted. Whenever potential candidates appear to have similar skills and qualifications, the Employer shall favor those who have gathered the most seniority.

Should none of the candidates display the skills and qualifications required, the Employer shall select at its sole and absolute discretion.

Before any hybrid inter-unit project is allowed to begin, the Employer shall disclose to the Union basic information such as its duration, a comprehensive description of the work it will cover, and the name of each and every Employee who will participate in it.

### **15.7 Duration**

The experimental multi-skilling phase must not last less than one (1) month or more than six (6) months. Any such phase may, upon mutual agreement, be extended by another interval of six (6) months. The Employer shall, no later than one (1) year after the experimental phase began, put an end to the latter and return the Employee to their former duties.

### **15.8 Hybrid position**

In the event where the Employer created a permanent hybrid position at the end of the initial six (6)-month period (or, on any event, no later than one (1) year after the experimental phase began), the Employee who has held the position so far shall be given priority. Should they refuse it, the position shall be made available by means of postings.

### **15.9 Compensation**

Should the project last less than one (1) month, subsection 15.4 shall apply.

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

- a) In the event where the Employer, in the course of or at the end of the experimental phase, found itself dissatisfied with the performance of any Employee holding experimental multi-skilled jobs, the latter shall be returned to their former duties upon expiry of a ten (10)-working day notice. It is hereby understood and agreed that any selected candidate may wilfully return to their former duties between the ninetieth (90th) and hundredth (100th) day of their hybrid assignment.
- b) No experimental phase that is deemed to have failed shall ever be held against any Employee in the context of a performance assessment.

### **15.11 Compensation**

No Employee shall ever, throughout the experimental phase, be paid more than the higher of (i) the salary attached to the best-paid job, or (ii) three percent (3%) more than their usual salary.

### **15.12 Training**

The Employer shall make sure that all Employees assigned to hybrid positions are given proper training.

### **15.3 Procedure**

- a) If the experiment proves conclusive, experimental cross-skilling becomes ongoing multi-skilling through the creation of a hybrid position.
- b) By definition, a hybrid position combines the primary functions of two (2) or more jobs covered under two (2) or more bargaining units, in proportions to be determined by the Employer.
- c) The Parties meet in order to define the tasks associated with the job at hand. Compensation rates must go through the job assessment process.
- d) A comprehensive job description must be submitted to all relevant bargaining units before the position can be filled and implemented;.
- e) The Parties meet in order to define all relevant functions, duties, and tasks, their respective affiliations, and the dues to be paid.
- f) Whenever it is clear that an individual assigned to a hybrid position performs on a primary and permanent basis any task generally allocated to the Bargaining Unit (or any other bargaining unit), the individual in question must be transferred to the appropriate unit.
- g) The Employer must make sure that hybrid jobs are allocated as fairly as possible among the participating bargaining units throughout the term of the Collective Agreement.
- h) Should it ever be determined that an Employee was laid off as a result of the creation of a hybrid position, said Employee shall be entitled to a severance indemnity corresponding to one more week of the regular pay provided for in Article 32 (“Elimination of Positions / Layoffs”) for each and every year of ongoing service.

### **15.14 Permanent joint committee**

- a) The Employer and the Union, without any kind of admission and subject to the rights arising from accreditation and conferred under this Collective Agreement, shall actively participate in a Permanent Joint Committee that will encompass all the unions interested in hybrid and non-hybrid cross-unit projects.

The Committee shall, among other things, pursue the following objectives:

- follow-up on any and all hybrid and non-hybrid cross-unit projects that are likely to have repercussions on work performed by union members;
  - assess the impact of cross-unit projects on union members;
  - contemplate means of promoting training likely to maximize the employability of union members;
  - provide training that will allow union members to carry out tasks usually entrusted to members of other bargaining units;
  - allocate projects among all the unions involved;
  - devise other solutions likely to meet the Employer's operational needs;
  - discuss any other topic or subject matter brought forward by participants.
- b ) Members of the Joint Committee shall meet at least four (4) times a year, or at any other frequency the participants will determine.
- c ) The Union shall be represented by no more than two (2) delegates.
- d ) So they can adequately prepare each meetings of the Joint Committee, representatives of the Union will benefit from a one (1)-day leave with pay.
- e ) All the decisions and rulings made by the Joint Committee must be recorded in writing and executed by all its members.

## SECTION V – INDIVIDUAL RIGHTS

### Article 16 – EXTERNAL ACTIVITIES / POLITICAL ACTIVITIES

#### 16.1 External activities

Employees may, outside of regular working hours, undertake external activities provided that:

- a) None of those external activities come into direct competition with the broadcasting services provided by CBC/Radio-Canada. This paragraph does not apply to term Employees or to individuals hired as hosts of non-informational programs – insofar as their external activities do not interfere with the performance of their work or to the availability they must maintain.
- b) They do not, without prior authorization, make use or take advantage of their relationship with the Employer in the course of such external activities;
- c) None of those external activities violate the Code of Conduct, the Conflict of Interest Policy and Ethical Considerations, or the Journalistic Standards and Practices (as they may be amended from time to time), to the extent that any of those authorities indeed apply to the Employee.

#### 16.2 Political activities

Employees may participate in political activities (and even run for any kind of office) insofar as they comply with applicable legislation as well as with the restrictions imposed by the Corporation's policies (including the *Journalistic Standards and Practices*), as they may be amended from time to time.

### Article 17.A – HARASSMENT AND VIOLENCE IN THE WORKPLACE

#### 17.A.1 Workplace

The Parties hereby acknowledge and agree that all Employees, supervisors, and members of management have the right to evolve within a workplace that is free and devoid of any kind of harassment or violence.

#### 17.A.2 Collaboration

The Parties will actively collaborate in order to prevent or eradicate, by any appropriate means, any and all acts of harassment or violence involving the workplace.



### **17.A.3 Filing and process of complaints**

As soon as a complaint involving harassment and/or violence in the workplace is filed, the Employer shall apply the relevant provisions of the Canada Labor Code (Part II) and of the *Work Place Harassment and Violence Prevention Regulations*.

Without the general scope of the foregoing being limited in any way, such a complaint shall be reviewed and processed in accordance with the policies the Employer implemented in that respect (and may amend from time to time).

While reviewing and processing the complaint, the Employer may take any and all actions, measures, and initiative it deems appropriate under the *Work Place Harassment and Violence Prevention Regulations*.

### **17.A.4 Support and privacy**

Employees who participate in an investigation may, upon request, be accompanied by an individual of their choosing – including a Union representative. Any individual who participates in the investigative process must execute a non-disclosure agreement.

### **17.A.5. Investigation report**

The Employer must, in accordance with the *Work Place Harassment and Violence Prevention Regulations*, provide a copy of the investigator's report to the applicant, the respondent, the local committee, and the designated recipient.

### **17.A.6 Expedited arbitration process**

Any Employee who finds themselves dissatisfied with the Employer's decision may file a grievance within the forty-five (45) calendar days that will follow its issuance – in which case such a grievance will be deemed to have gone through all the standards steps of the grievance procedure and may, without further ado, be referred to arbitration in accordance with Article 20 ("Arbitration Procedure"). The Parties may, if they agree to it, proceed by means of expedited arbitration.

## **Article 17.B – DISCRIMINATION**

### **17.B.1 Employer's policies**

Employees are granted equal rights under the *Canadian Human Rights Act* and the policies the Employer has implemented and may amend from time to time.

### **17.B.2 No discrimination**

Neither the Parties nor any Employee may ever exercise any kind of discrimination based on race, national or ethnic origin, skin color, religious beliefs, age, gender, gender identity or expression, sexual orientation, family or marital status, genetic features, physical limitations, mental disability, judicial pardon, or any other prohibited ground referred to in the *Canadian Human Rights Act*.

### **17.B.3 Appropriate means**

The Parties will actively collaborate in order to prevent or eradicate, by any appropriate means, any and all acts of discrimination involving the workplace.

## **SECTION VI – DISCIPLINARY MEASURES**

### **Article 18 – DISCIPLINARY MEASURES / OFFICIAL IMPROVEMENT PLAN / COMMUNICATIONS OUTSIDE OF WORKING HOURS**

#### **18.1 Definitions**

For the purpose of this Article, the expression “disciplinary measures” refers to any written reprimand, unpaid suspension, or dismissal.

All disciplinary measures shall be imposed in accordance with the procedure defined in this Article.

#### **18.2 Disclosure of measures**

All disciplinary measures must be disclosed to the Employee within thirty (30) calendar days of the relevant incident or of the moment at which the Employer became aware of the facts and circumstances that led to it. The Union must be provided with a copy of any and all disciplinary measures an Employee is subjected to.

#### **18.3 Notification and investigation**

Employees must be given at least three (3) calendar days previous notice of any interview during which they will be invited to discuss the facts and circumstances which are relevant to the investigation. The interview notice (a copy of which must be provided to the Union) shall expose such facts and circumstances in detail. The Employer must inform the Employee that a Union representative can also attend the interview.

#### **18.4 Withdrawal of measures / Employee records**

Any and all disciplinary measures that are later deemed to be unwarranted must be withdrawn from the Employee’s records and properly disposed of.

Any Employee may, following a reasonable prior notice to that effect, consult their personal records in the presence of an Employer’s representative, and, should they so request, of a Union representative.

#### **18.5 Onus of proof**

Disciplinary measures may only be imposed for a fair and sufficient reason, which the Employer has the onus of proving.

### **18.6 Account of events**

The Employee may, within the fifteen (15) business days that follow the Employer's disclosure of disciplinary measures, file in their records their own written account of the facts.

### **18.7 Removal from the Employee's records**

Any mention of disciplinary measures must be removed from the Employee's records eighteen (18) months after they were disclosed. Any and all interval of absence must be added to this timeframe regardless of weekly, compensatory, and annual leaves.

### **18.8 Support / Improvement plan**

Any Employee who attends an interview aimed at introducing an official improvement plan may, if they so request, be accompanied by a Union representative.

Official improvement plans must be submitted in writing and specify (among other things) target objectives, the amount of time granted to meet said objectives, the frequency of follow-ups, and (whenever required) the identity of people in charge.

### **18.9 Communications outside of regular working hours**

No disciplinary measures may ever be imposed upon an Employee who failed to respond to an Employer's communication outside of their regular working hours.

That being said, nothing in this subsection shall ever prevent the application of any other provisions found in this Collective Agreement.

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

### **Article 19 – GRIEVANCE PROCEDURE**

#### **19.1 Definition**

For the purpose of this Agreement, “grievance” refers to any complaint, misunderstanding, or dispute relating to working conditions and arising from the interpretation, implementation, or violation of this Collective Agreement or from the failure to abide by any of the policies the Employer has published.

#### **19.2 Management of complaints**

- a) Any Employee who believes they have a valid reason to file a complaint can discuss the matter with their manager or another representative of the Employer in order to come to an agreement. They may, on that occasion, be accompanied by a Union representative – in which case a member of the Human Resources department may also be present.
- b) Before a grievance is allowed to be filed, the Parties must deploy reasonable efforts in order to resolve the issue at hand. Unless provided or stipulated otherwise, the Parties have five (5) business days (from the date the meeting is held) to find a mutually acceptable compromise.
- c) No grievance filed against the other Party may ever be dismissed by the arbitrator on the only ground that the procedure provided for in paragraph 19.2 a) was not followed.
- d) Unless the Parties have explicitly agreed otherwise, no agreement reached in the course of the complaint management process may ever be invoked as a precedent. In the same vein, no discussions or negotiations held in accordance with paragraph 19.2 a) or b) may ever be referred to in the context of a subsequent grievance.
- e) Both the applicant and the Union steward (if any) shall be relieved with pay for the whole duration of the meeting. Should the Employer request that the meeting be held before or after the regularly scheduled work day, both the applicant and the Union steward (if any) shall be paid the relevant overtime rate.

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

It is hereby agreed that the Employer, the Union, and any Employee or group of Employees may file a grievance.

### **19.4 Filing a grievance**

Any grievance must refer to the provisions of the Collective Agreement it is based on, recount all relevant facts and circumstances, specify what is claimed as compensation or remedy, and indicate who is acting as applicant(s).

Any and all grievances filed by the Union, an Employee, or a group of Employees must be addressed to the Labour Relations Service by means of electronic mail.

Any and all grievances submitted by the Employer must be addressed to the Union, also by means of electronic mail. The Party to whom a grievance is addressed must issue an e-mail that confirms its receipt.

All grievances must be submitted within forty-five (45) calendar days of the occurrence of the event that gave rise to it or of the date on which the interested party was made aware of such event. The Parties may not, regardless of the provisions of subsection 19.9, extend this forty-five (45)-day deadline in any way.

### **19.5 Settlement of grievances**

The Parties hereby vow to deploy all required efforts in order to resolve disputes in a timely fashion – which is why all grievances will be reviewed during meetings held periodically by the Grievance Committee.

The Parties, unless they eventually decide otherwise, agree to meet at least ten (10) times a year.

### **19.6 Agenda and minutes of proceedings**

Each Party shall, at least ten (10) days before a meeting is set to be held, communicate to the other a list of the grievance they intend to add to the meeting's agenda. The Parties may agree to leave one or more grievances pending until the next meeting, failing which either Party may submit such grievances to arbitration within the timeframe set forth in subsection 20.1.

The Parties shall, at the end of each meeting, draft minutes in which they summarize the discussions they had and any follow-up they agreed upon in regards to each grievance. Such minutes must be executed by representatives of both Parties.

### **19.7 Leaves**

The Employer agrees to relieve no more than three (3) Employees with pay so they can attend meetings held by the Grievance Committee.

### **19.8 Written agreement**

Any settlement of a grievance opposing the Employer and the Union shall be confirmed in a written agreement that must be executed by duly authorized representatives of both Parties.

### **19.9 Extension of deadlines**

Any deadline set forth in this Article 19 may, provided it has not already expired, be extended by means of a written agreement.

## **Article 20 – ARBITRATION PROCESS**

### **20.1 Application for arbitration**

In the event where (i) the Parties failed to reach an agreement during the first meeting held by the Grievance Committee, and (ii) the relevant grievance was not left pending pursuant to subsection 19.6, either Party may refer said grievance to arbitration by including a statement to that effect in the minutes of proceedings or by providing the other Party with a formal notice within the thirty (30) days that will follow the meeting.

The relevant grievance must, by means of a written notice addressed to the Employer or the Union, be referred to arbitration no later than twelve (12) months after it was filed – failing which it will be deemed to have been so referred.

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

Any grievance pertaining to the imposition of disciplinary measures may be referred to arbitration directly (i.e., without having to be discussed at any meeting of the Grievance Committee).

### **20.2 Mediation-arbitration**

The Parties may, by mutual agreement, refer a dispute to a mediator-arbitrator whose mission will be to help them negotiate a settlement.

The Parties shall, before the mediation process is allowed to begin, agree on a case protocol with the mediator-arbitrator.

### **20.3 Expedited arbitration**

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

Whenever the Parties agree to refer a grievance to expedited arbitration, they commit to taking all necessary measures so the case can be heard by the arbitrator they appointed within thirty (30) days of filing, and a ruling can be made within thirty (30) days of the arbitrator taking the matter under advisement.

### **20.4 Extension of deadlines**

Any deadline set forth in this Article 20 may, provided it has not already expired, be extended by means of a written agreement.

### **20.5 Selecting an arbitrator**

The Party who refers a dispute to arbitration must provide the other Party with a list of three (3) potential arbitrators.

If the Parties cannot agree on the selection of an arbitrator, the other Party shall, in turn, submit a list of three (3) potential arbitrators.

The selection process shall be completed within forty-five (45) days of referral.

Should it turn out that the Parties still cannot agree on the selection of an arbitrator within such a timeframe, either Party shall submit an appointment request to *Employment and Social Development Canada* – being understood and agreed that none of the arbitrators the Parties already suggested may be mentioned in such an application.

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

No arbitrator shall ever have the power to amend, revise, extend, or otherwise modify the provisions of this Collective Agreement, or to award costs or expenses to either Party. Should it be determined that the incident on which the grievance was based resulted in a loss of income and/or of benefits, the arbitrator may order that such a loss be fully or partially compensated.

The arbitrator may also substitute to disciplinary measures any other sanction they deem fair and reasonable under the circumstances.



## **20.7 Arbitration award**

The arbitrator's award, which must be issued in writing after no more than ninety (90) days of advisement, shall be final, definite, and unappealable.

## **20.8 Arbitration fees and costs**

The fees and costs invoiced by the arbitrator shall be borne by the Employer and the Union, in equal shares. Neither Party shall ever have to bear any portion of the fees and/or costs associated with stenographic transcripts they have not explicitly consented to.

## **20.9 Indemnification**

Any Employee who is summoned as a witness by either Party shall be relieved with pay (or without loss of leave) for the duration of their involvement in the arbitration process.

Two (2) Union representatives shall also be relieved with pay throughout the whole arbitration hearing.

Whenever arbitration proceedings must take place outside of the district where Employees concerned by the paragraph above usually work, such Employees shall, in accordance with the provisions of Article 8 ("Union Leaves / Rights of the Union") be granted a leave contingent upon recovered wages with respect to their travelling time.

## **20.10 Priority**

The Employer and the Union hereby agree that priority will be given to grievances pertaining to disciplinary matters or the termination of employments.

## **20.11 Translation costs**

The Party who requires simultaneous translation services in the course of an arbitration hearing shall be solely and entirely responsible for all related expenses.

## **20.12 Postponing a hearing**

The Party who requests the postponement of a hearing shall be solely and entirely responsible for the fees, costs, and expenses the arbitrator will invoice in connection with the date previously scheduled. Should postponement be requested on account of an unpredictable *force majeure* event (including the illness or passing of a next of kin of any individual summoned as a witness or

assigned to the representation of a Party), the arbitrator's fees, costs, and expenses shall be borne by both Parties, in equal parts.

### **20.13 Technical error**

No technical error detected at any stage of the submission of a grievance shall ever compromise its validity. Any and all technical errors shall be disclosed to the other Party within sixty (60) days of filing.

## **SECTION VIII – RECRUITING, PROMOTIONS, TRANSFERS, AND SENIORITY**

### **Article 21 – TRAINEES**

#### **21.1 Internship project**

The Employer shall inform the Union of any and all projects involving an internship. All trainees shall be employed in addition to regular staff.

### **Article 22 - SENIORITY**

#### **22.1 Basic principles**

Subject to specific rules defined in this Article:

- a ) Each and every Employee shall earn seniority regardless of their status (i.e., permanent, temporary, or under contract);
- b ) Seniority accrues as of the date of hiring;
- c ) As seniority takes into account every day spent working, one (1) day of work corresponds to one (1) day of seniority;
- d ) Overtime is excluded from any and all calculations relating to seniority;
- e ) Seniority is expressed in terms of years and calendar days.

#### **22.2 Accrual of seniority**

Seniority accrues in any of the following instances:

- a ) Leaves the Employer has authorized, including:
  - annual leaves;
  - statutory holidays;
  - special leaves;
  - leaves on account of an illness or occupational disease;
  - paid leaves;
  - union leaves with pay or contingent upon recovered wages;
  - maternity, paternity, parental, co-parenting, and adoption leaves;

- compassionate leaves;
  - leaves based on a critical illness;
  - leaves based on a death or disappearance;
  - deferred salary leaves.
- b) Absences without pay that last no more than six (6) months;
- c) Suspensions from duty;
- d) Imprisonment for actions taken while performing the Employee’s duties in accordance with the Employer’s policies, guidelines, and standards, insofar as the Employee (i) cooperated with the Employer in the management of their legal defence, and (ii) was not found guilty of serious misconduct or gross negligence;
- e) Election or appointment to any full-time union office that does not extend beyond three (3) years, as provided for in subsection 8.2;
- f) Layoff that does not extend beyond twelve (12) months and leads to the Employee being placed on the recall list in accordance with paragraph 32.6 c) and subsection 32.9.

### **22.3 Retention of seniority without accrual**

Seniority, even though it is retained, ceases to accrue in any of the following instances:

- a) Authorized leave without pay that lasts more than six (6) months but less than two (2) years;
- b) Union leave taken outside of the Union for more than three (3) years, within the meaning of Article 8 (“Union Leaves / Rights of the Union”).

### **22.4 Loss of seniority and termination of employment**

An Employee will lose both their job and their seniority in any of the following instances:

- a) Dismissal that is not subsequently cancelled through the grievance process, arbitration proceedings, or the intervention of a court of law;
- b) Resignation;
- c) Retirement;

- d ) Layoff that persists beyond twelve (12) months;
- e ) Unauthorized and unjustified absence that lasts more than three (3) consecutive days.

### **Seniority accrued by term Employees**

#### **22.5 Accrual**

A term Employee's seniority is based on the sum of all the counters allocated to them. In other words, seniority takes into account the total number of days recorded on each and every counter, regardless of the locations (cities) in which individual days were earned.

#### **22.6 Acknowledgement**

For the purpose of seniority, the number of days recorded on each and every counter is converted into years and calendar days.

#### **22.7 Loss of seniority**

Term Employees will lose both their job and their seniority the moment it is determined that not a single assignment, upgrade, or replacement was offered to them throughout an interval of twelve (12) consecutive months.

#### **22.8 Permanent status**

The moment a term Employee is granted a permanent position, their seniority shall accrue and be calculated in accordance with the provisions of subsections 22.1 to 22.5.

### **Seniority accrued by contract Employees**

#### **22.9 Retention of seniority**

The seniority recognized to a contract Employee, even though it is retained, ceases to accrue while said Employee remains "between jobs".

#### **22.10 Loss of seniority**

Contract Employees will lose both their job and their seniority the moment it is determined that not a single contract was awarded to them throughout an interval of twelve (12) consecutive months.

### **22.11 Permanent status**

The moment a contract Employee is granted a permanent position, their seniority shall accrue and be calculated in accordance with the provisions of subsections 22.1 to 22.5.

### **22.12 Seniority statement**

Within the sixty (60) calendar days that will follow the effective date of this Collective Agreement, and then on or around March 31<sup>st</sup> of every subsequent year, the Employer shall provide the Union with an electronic statement of the seniority earned by each and every Employee who, as of February 28, is covered under the bargaining certificate. Such statement must also contain the information discussed in subsection 11.1.

### **22.13 Seniority records**

The Employer shall, within the timeframes set forth in subsection 22.12, update the seniority of each and every Employee as it appears in their electronic records. Such an update must clearly relate to the seniority each and every Employee has earned since the last update. The moment the update is published, Employees will have thirty (30) calendar days to request, by means of a fully detailed and supported written notice, that the Employer correct the amount of seniority it has recorded throughout the year. In the event where the Employer made corrections to an Employee's seniority on its own initiative, it shall bring such corrections to the attention of both the Employee and the Union.

Subject to a written request for corrections submitted within the thirty (30) calendar day timeframe, seniority will become official upon expiry of said timeframe.

### **Updating seniority**

#### **22.14 Official data**

Upon expiry of the thirty (30) calendar day timeframe discussed in subsection 22.13 above, the seniority earned by the relevant Employee shall become official with respect to every single period of time that preceded its latest publication.

#### **22.15 Seniority vs. postings**

The Employer, while undergoing the recruiting process discussed in Article 24, must take into account the seniority accrued upon the posting's closing date.

## Article 23 – POSTINGS

### 23.1 Vacant or newly created positions

- a) Except when it comes to a vacant position that is subsequently eliminated, any position that becomes vacant or is created must be posted for no more than six (6) months. For the purpose of this Article 23, a position becomes “vacant” at the time its incumbent leaves it definitely, for whatever reason.
- b) Positions shall be posted electronically on the Employer’s job site during at least fourteen (14) days, during which it shall remain accessible to all Employees. The Employer shall, no later than the day on which any posting is to become public, provide the Union with an electronic copy of said posting’s wording.
- c) The Employer shall notify the Union of the elimination of a position within the six (6)-month deadline referred to in paragraph a) above. Should the Employer be unable to meet this deadline, it shall inform the Union accordingly and provide valid reasons in that respect.
- d) The Employer shall complete the selection process and fill the position no later than four (4) months following the posting’s closing date – being understood and agreed that this four (4)-month timeframe will be suspended from June 23<sup>rd</sup> to Labour Day, and from December 15 to January 15.
- e) The Employer shall, in accordance with the provisions of Article 11 (“Information Provided to the Union”) provided the Union with a list of all the positions left vacant within each and every department.
- f) Whenever a position is filled following a posting and becomes vacant again within the four months that follow the posting’s closing date, the Employer may select the Employee who had initially applied for said position, provided that they still meet the requirements of paragraph 24.5 a), b), or c). This paragraph f) only comes into play when more than five (5) candidates have applied for the position in question.

### 23.2 Notice of a vacant position

Any notice of a vacant position must, among other things and for reference purposes only, provide the following information:

- the relevant sector;
- the program (whenever relevant);

- the workplace;
- the job title;
- a summary description of the tasks to be performed;
- the applicable wage scale;
- the work schedule;
- the skills and qualifications the candidate must possess;
- preliminary screening
- testing requirements and the nature of each test;
- the posting's starting and closing dates.

### **23.3 Application**

All Employees who wish to apply for a vacant or a newly created position must do so within the timeframe set forth in the relevant posting. They may, if they plan on being absent, designate an individual who will apply on their behalf.

### **23.4 Exception in case of recruiting – Flagship program**

Whenever the Employer wishes to recruit a host or a journalist-anchor with respect to a flagship program, it is neither required to post the position nor to abide by the provisions of Articles 23 and 24.

The Union and the Employer hereby recognize and agree that all the positions listed below relate to flagship programs:

- journalist-anchor in charge of national radio morning news;
- journalist-anchor in charge of national radio afternoon news;
- journalist-anchor for Le Téléjournal broadcasted on weekday evenings;
- journalist-anchor for Le Téléjournal broadcasted on week-end evenings;
- journalist-anchor in charge of the national TV lunch-hour newscast;
- journalist-anchor in charge of the regional dinner-hour newscasts broadcasted in Québec City, Moncton, and Eastern Quebec;
- journalist-anchor in charge of national TV morning news programs;
- journalist-anchor in charge of the national TV dinner-hour newscast broadcasted in Montreal.



## **Article 24 – RECRUITING**

### **24.1 Application**

Any and all Employees who apply for a posted position will receive a written acknowledgement of receipt within the ten (10) days that will follow the posting's closing date.

The Employer shall notify all the Employees who do not meet the posted requirements (skills and qualifications) and explain why that is.

### **24.2 Selection criteria / Stages of the process**

- a ) The Employer shall, upon request, provide the Union with the names of all members of the selection board as well as with the selection criteria that will be used to evaluate applicants – which, by definition, must be relevant and related to the nature of the job at hand.
- b ) The interview assessment criteria, the weighing parameters, and the coefficient allocated to each stage of the selection process shall be applied in a consistent manner to all applicants.
- c ) Subject to the provisions of subsection 24.5, all applicants who meet the posted requirements will be invited to undergo the following stages:
  - i ) theoretical test (whenever relevant);
  - ii ) practical test (whenever relevant);
  - iii ) interview (whenever relevant).

Each stage must be successfully completed before the next one can be addressed. The Employer may, for practical reasons, require that applicants undergo the first two (2) stages simultaneously before the results of the theoretical tests are revealed.

The Employer may also, in some cases, require that a demonstration or portfolio be submitted.

### **24.3 Feedback**

The Employer shall, in a timely fashion, notify Employees whose application was rejected at either stage of the selection process. It shall, upon request, provide

detailed reasons for the dismissal of an application as well as the results of tests and/or interviews.

The Employer must also disclose to Employees the ranking they were given in relation to other applicants who participated in the selection process.

#### **24.4 Prior notice of interview**

The Employer shall provide all Employees selected for an interview with at least forty-eight (48) hours prior notice of such an interview.

#### **24.5 Selection of an applicant**

- a) Whenever the Employer offers a vacant or newly created position whose job title is included in Category A of Appendix A, it shall retain the application filed by the Employee of the Bargaining Unit who has gathered the most seniority and otherwise displays all the skills and qualifications mentioned in the posting.

The Employer may confirm the Employee's skills and qualifications by means of the theoretical and practical tests referred to in paragraph 24.2 c).

Should the Employer be unable to fill the position with any Employee who is also a member of the Bargaining Unit (i.e., an internal applicant), it may select a candidate who is not a member of said Bargaining Unit (i.e., an external applicant).

- b) Whenever the Employer offers a vacant or newly created position whose job title is included in Category B of Appendix A, it shall retain the application filed by the Employee of the Bargaining Unit who has gathered the most seniority and experience, and otherwise displays all the skills and qualifications mentioned in the posting.

The Employer may confirm the Employee's skills and qualifications by means of the stages defined in paragraph 24.2 c).

For the purpose of this paragraph b), experience is defined as "the interval of time during which the Employee actually performed the tasks mentioned in the posting".

Should the Employer be unable to fill the position with any Employee who is also a member of the Bargaining Unit (i.e., an internal applicant), it may select a candidate who is not a member of said Bargaining Unit (i.e., an external applicant).

- c ) Whenever the Employer offers a vacant or newly created position whose job title is included in Category C of Appendix A, it shall retain the application filed by the Employee who meets the position's standard requirements, displays the skills and qualifications referred to in the postings, and undergoes with notable success the stages defined in paragraph 24.2 c).

In the presence of two (2) equally skilled and qualified applicants, the Employer shall select the one who is also a member of the Bargaining Unit. In the event where both applicants were members of the Bargaining Unit, the Employer shall select the one who has gathered the most seniority.

#### **24.6 Exemption from theoretical and practical tests**

Any and all Employees who have performed for at least the last two (2) years the tasks associated with the position they have applied for while earning the equivalent of fifty percent (50%) of a full-time position will be deemed to have successfully undergone the theoretical and practical tests insofar as they meet the job requirements mentioned in the relevant postings.

In such a case, the Employee will be attributed the average grade obtained by the group of applicants who underwent the tests in question.

The Employee may, nonetheless, submit to the theoretical and practical tests – in which case they will be attributed the higher of the grade they have obtained, the group average, or the passing score.

#### **24.7 Posting outcome**

The Employer must share the outcome of any and all postings with the Union.

#### **24.8 Test and interview results**

- a ) Test and interview results shall remain valid for twelve (12) months. Employees who have successfully passed a test may, however, take it again upon expiry of a six (6)-month interval.
- b ) No Employee who has failed a test may apply for a position associated with the same requirements before six (6) months have elapsed since the relevant posting's closing date.

#### **24.9 Challenge**

In the event where an Employee challenged the selection of an applicant by means of a grievance, the Employer shall bear the burden of evidence.

#### **24.10 Storage of results**

The Employer shall make sure that test and interview results are, for archival purposes, properly stored for at least one (1) year – or longer whenever specific results are disputed.

#### **24.11 Content of tests**

The Employer shall, upon request, disclose the main themes and topics of upcoming tests.

#### **24.12 Tests conducted during working hours**

- a) The Employer must relieve from their duties any Employee who is required to take a test during their regular working hours. Should their superior determine that lost time must be recovered, the Employee shall be entitled to a leave credit or paid their regular rate on account of the hours worked in addition to their regular work day.
- b) Any full-time Employee who must take a test outside of their regular working hours shall be entitled to a leave credit or paid their regular rate on account of the time so spent.

### **Article 25 – TEMPORARY ASSIGNMENTS AND UPGRADES**

#### **25.1 Temporary assignments**

Employees who, within the Bargaining Unit, are assigned a position whose functions are compensated at an equal or lower regular wage rate shall continue to receive their usual salary throughout the whole assignment.

#### **25.2 Temporary upgrades / Terms / Bonuses**

Employees who, for more than two (2) consecutive hours, must perform the main functions of a classification that is paid better than their own permanent position shall receive, in addition to their regular salary, a fixed amount contingent upon the following terms and conditions:

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

None of these fixed amounts shall be paid to Employees who are temporarily upgraded in order to replace another employee during break or meal time.

Employees who, for an undetermined amount of time that will not amount to four (4) weeks, are asked to perform the main functions of a better paid classification shall be compensated on account of the fixed amounts discussed above.

### **25.3 Upgrades lasting more than four (4) weeks**

Any and all Employees who are assigned or upgraded temporarily for more than four (4) weeks shall be compensated in accordance with the general salary provisions found in subsection 62.5.

All Employees subjected to a temporary upgrade shall continue to benefit from pay raises and (whenever applicable) to move up the ranks associated with their basic position. Their financial compensation shall then be reviewed and adjusted on account of the rules set forth in the previous paragraph.

### **25.4 Creating and filling out positions**

Once a permanent Employee has spent twenty-four (24) consecutive months working on a temporary assignment or upgrade, they shall be hired to fill this position insofar as it is vacant.

Whenever an Employee's or permanent Employees' temporary assignment or upgrade is not related to a leave which was authorized under this Collective Agreement, the Employer shall create a position accordingly. Such a position shall be allocated to the Employee or permanent Employee who has been temporarily assigned or upgraded to it for twenty-four (24) consecutive months.

The Employer shall, in such a case and in order to position the Employee within the applicable wage scale, rely on the general salary provisions of subsection 62.5 and take into consideration the experience the Employee acquired while fulfilling their temporary assignment.

### **25.5 Retention of status**

Contract Employees shall retain their status whenever they are temporarily assigned or upgraded to another function within the Bargaining Unit.

### **25.6 Return to the unit**

Employees can be temporarily assigned or upgraded to a position comprised within another bargaining unit or to a non-affiliated position. Such an assignment or upgrade may not extend beyond thirty (30) months.

Employees who return to the Bargaining Unit at the end of their assignment or upgrade shall be reinstated to their primary position and be paid the same wages

plus any pay raises granted in the meantime. Should it turn out that the position was eliminated, Employees shall benefit from all the rights defined in Article 32 (“Elimination of Positions / Layoffs”).

### **25.7 Seniority**

No Employee who was given an assignment pursuant to subsection 25.6 and subsequently returned to the Bargaining Unit shall ever lose any of the seniority or other rights provided for under the Collective Agreement that they would have benefited from should they have remained in the Bargaining Unit.

### **25.8 Right of refusal**

Employees have the right to refuse a temporary assignment or upgrade without such refusal having any detrimental impact on their position or job. Should the Employer be unable to find another suitable candidate, however, it may go ahead with the assignment insofar as departmental needs warrant it.

### **25.9 Wage group**

The Employer may, while maintaining an Employee’s basic wages, entrust them with tasks associated with a job that is the responsibility of an equal or lower wage group.

### **25.10 Foreseeable assignments and upgrades lasting three (3) months or more**

Whenever dealing with foreseeable, temporary assignments or upgrades meant to last at least three (3) months, the Employer shall issue a call for interest to the administrative unit within which a need must be satisfied. For the purpose of this subsection, “administrative unit” refers to all the Employees that operate under the Employer’s first (1<sup>st</sup>) line manager.

The Employer shall, following the call for interest and before the temporary assignment or upgrade is allocated, take into account not only the skills, qualifications, and development objectives of the Employees who have shown an interest, but also the operational needs of the relevant administrative unit.

In the event where (i) not a single Employee of the relevant administrative unit showed an interest, or (ii) no Employee was endowed with the required skills and qualifications, the Employer shall allocate the temporary assignment or upgrade to an Employee of its choosing.

The Employer shall disclose the grounds for its decision to all the Employees who have shown an interest but were not granted the temporary assignment or

upgrade. The Employer may initiate with any Employee a discussion pertaining to the latter's development objectives.

## **Article 26 – TRANSFERS**

### **26.1 Consent**

The Employer may not, within the territory or Québec City or Moncton, transfer any Employee from one city to another without their consent.

### **26.2 Moving expenses**

Whenever the Employer transfers an Employee from one city to another, it must cover their moving and resettlement expenses in accordance with its Human Resources policy.

## **Article 27 – PROBATIONARY PERIOD**

### **27.1 Duration**

Each and every new Employee shall undergo a probationary period lasting up to one hundred and thirty (130) days worked. The probationary period in question may be extended by no more than eighty (80) days worked by providing a written notice to that effect to both the Employee and the Union. The Employer may confirm or terminate employment at any given point of a probationary period.

### **27.2 Performance review**

The Employer shall, once half of the probationary period has elapsed, conduct a review of the Employee's performance.

Should the probationary period be extended pursuant to subsection 27.1 above, performance reviews shall be conducted at the beginning of (and halfway through) the extension period.

### **27.3 End of employment**

As long as a probationary period is still ongoing and unless discrimination or union activities are in issue, termination of employment shall not be governed by any provisions pertaining to disciplinary measures, the grievance procedure, or the arbitration process.

## **27.4 Dismissal**

Unless their employment is terminated for cause, Employees who are dismissed are entitled to two (2) weeks prior notice or to the financial compensation that corresponds to the assignment they were given throughout the relevant period.

## **Article 28 – TRIAL PERIOD**

### **28.1 Duration**

Each and every Employee who is promoted, transferred, or granted a permanent status following a posting shall undergo a trial period lasting up to one hundred and thirty (130) days worked. The Employer may extend the trial period in question by no more than eighty (80) days worked by providing both the Employee and the Union with a written notice exposing the grounds for such an extension.

### **28.2 Shortened trial period**

The trial period shall be shortened by the number of days worked during which an Employee was temporarily assigned or promoted to the position throughout the eighteen (18) months that came immediately before the promotion, the transfer, or the award of a permanent status.

### **28.3 Performance review**

The Employer shall, once half of the trial period has elapsed, conduct a review of the Employee's performance.

Should the trial period be extended pursuant to subsection 28.1 above, performance reviews shall be conducted at the beginning of (and halfway through) the extension period.

### **28.4 Return to a previous position**

At any time during the trial period, the Employer or the Employee may decide that the latter will return to their former position while benefiting from the status and working conditions associated with said former position.

### **28.5 Postings**

Whenever an Employee returns to their former position or status, the position they are leaving must be reposted in accordance with the provisions of Article 23 ("Postings").



## **Article 29 – TRAINING**

### **29.1 General principle**

The Parties, who recognize the importance of training and development being offered to Employees in a fair manner, agree to collaborate in order to fulfil such a goal. Training provided by the Employer shall reflect the general strategy and objectives pursued by the Corporation, the priorities of each and every department, as well as the performance and development objectives discussed with Employees.

Training is, among other things, provided with the following goals in mind:

- occupational enhancement
- professional development
- academic education
- familiarization

### **29.2 Occupational training and enhancement**

The Employer shall adequately train all Employees so they can perform the tasks they are given. Such training shall, for the most part, focus on (without being limited to) the acquisition of theoretical and practical knowledge related to the nature of the work and the introduction of innovative equipment, technologies, and working methods. It is hereby understood and agreed that no such training will ever be announced by means of postings.

### **29.3 Professional development**

- a) The Employer, who is committed to promoting the professional development of Employees who must acquire new skills, shall, during at least seven (7) days, post training opportunities that may be consulted by any and all Employees.
- b) Professional development opportunities shall be determined as part of the annual performance management cycle, during which the Employer must take into consideration the needs and expectations of each and every Employee.
- c) Any training provided under this subsection 29.3 shall be authorized by the Employee's immediate superior. It will, from the outset, be contingent upon space availability, operational needs, and the budgets allocated to training.

- d) The Employer shall, whenever training has been confirmed, take all necessary measures so all Employees concerned are properly released from duty.

#### **29.4 Confirmation of interest**

Employees may, in writing, confirm to their immediate superior that they are interested in undergoing training associated with positions or duties which are likely to become available throughout the following year.

Employees may also confirm their interest in such training to the relevant manager.

#### **29.5 Academic education**

- a) The Employer may grant leaves without pay to Employees who wish to undergo academic training. It may, also, refund all or any portion of the registration and tuition fees associated with classes it has approved, insofar as such classes are, in accordance with Human Resources' Policy on Learning & Development, related to the type of work carried out by the Employees concerned.
- b) In light of departmental needs and the requirements of a specific job, the Employer may, free of charge, provide second-language courses.
- c) Sabbatical leaves may be granted as a result of annual competitions during which eligible Employees submit projects aimed at promoting their personal and professional development. Such projects shall be reviewed and assessed by the Labour Relations Committee. Once all projects have been reviewed and assessed, the LRC makes recommendations about potential candidates to a sabbatical leave. Only Employees who have earned seven (7) years of ongoing service shall be eligible for such a leave. All sabbatical leaves are to be taken without pay.
- d) Employees shall be, upon their return from a study leave, reinstated in their former job, position, or functions.
- e) Employees may request that all documents evidencing the enhancement of their skills or knowledge be added to their personal file.

#### **29.6 Familiarization**

- a) Familiarization training is reserved for circumstances where Employees already have the skills and qualifications associated with their position and only need to be given instructions on how to apply their experience to a new

work environment.

- b) No Employee who is required to provide familiarization training shall ever receive any kind of additional compensation. The Employer shall make sure that any such employee is given sufficient time to adequately infuse their knowledge – which may involve a temporary reduction of their workload.

### **29.7 Financial compensation of Employees who undergo training**

- a) Occupational training and enhancement, which usually take place during regular working hours, are considered working time.
- b) Throughout the whole training period (which, by definition, excludes the interval referred to in subsection 29.6), Employees shall be paid the wages associated with their primary position.
- c) Any and all Employees assigned to training implicitly waive the application of the provisions of the Collective Agreement that deal with overtime and allowances.
- d) Training-related travel time will not be considered time worked unless the relevant classes are held outside of the location where an Employee usually works – in which case the latter shall receive a leave credit that covers the time they spent travelling.
- e) Employees undergoing training shall receive a leave credit equal to the duration of any training provided on a weekly day off. All such leaves shall be granted within thirty (30) days of the relevant training or at any other time mutually agreed upon should the Employer be unable to accommodate an Employee within that thirty (30)-day timeframe.

### **29.8 Financial compensation of Employees who provide training**

- a) Whenever the Employer asks an Employee to provide training that is normally entrusted to another Employee of the Bargaining Unit whose duties include such training, the Employer must release the Employee from their regular duties and pay them a bonus of twenty dollars (\$20) per day. No Employee whose duties already include training shall ever be paid such a bonus.
- b) Once training has been completed, an Employee may be led to the new work environment in order to be given familiarization training by another Employee – in which case the provisions of subsection 29.6 will apply.

## **29.9 Precedence given to in-house training**

Whenever it must fill a new position, job title, or temporary assignment, the Employer shall provide training to existing Employees before contemplating hiring an applicant from the outside, insofar as such training will most likely allow the candidate to get the position, job, or assignment in accordance with the criteria discussed in subsection 24.5. The provisions of this paragraph shall apply whenever operational needs allow the Employer to postpone the selected candidate's first day on the job.

## **29.10 Training denied**

Any Employee who is denied training or any other development opportunity may require that their manager disclose the reasons behind such refusal.

In the event where the Employer, the Employee, or the Union identified any issue relating to training or development, the matter shall, first and foremost, be processed locally by the Labour Relations Committee. If it turns out that it cannot be resolved locally, the matter shall be referred to the labour relations committee referred to Article 12.

## **29.11 Joint Committee for Learning and Development**

- a ) The Employer and the Union hereby commit to participating actively in a permanent Joint Committee for Learning and Development.
- b ) The Committee, who shall convene at least three (3) times a year, must promote ongoing learning by:
  - i ) assessing training needs and expectations each year – which involves disclosing the needs expressed by the Union and making recommendations to the Employer;
  - ii ) receiving and reviewing the yearly training programs implemented by the Employer;
  - iii ) receiving and reviewing an annual report on training programs;
  - iv ) making sure that adequate procedures are designed and implemented in order to promote access to learning and development opportunities.
- c ) The Committee shall be composed of three (3) Union representatives and three (3) Employer representatives, including one (1) member of the Learning and Development department.

- d ) In order to properly prepare for meetings of the joint Committee, all Union representatives shall, prior to such meetings, be released with pay for one (1) full day.

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

### **30.1 Linguistic skills**

The Employer shall take all necessary actions, measures, and initiatives so Employees whose language requirements are modified can acquire the linguistic skills they need.

The Employer may also reassign or transfer any Employee to another function that matches their skills and qualifications but does not require any knowledge of a second language.

### **30.2 Job protection**

No Employee shall ever be laid off on account of the fact that they cannot learn another language whose knowledge is not part of their job description.

## **Article 31 – PERFORMANCE ASSESSMENTS**

### **31.1 Performance assessments**

As the Parties agree that sound management practices require that work be reviewed periodically and that Employees be informed of their performance levels, the Employer hereby commits to taking all necessary actions, measures, and initiatives in order to ensure that a consistent process be implemented in that regard and that all Employees benefit from such process.

### **32.2 Integral part**

The Parties hereby agree that the ideals of professional enhancement and career development must be made an integral part of the performance management process.

### **33.3 Performance review meetings**

The manager and the Employee must, at least once a year, hold a meeting during which they will discuss relevant work objectives and the results obtained so far.

### **31.4 Disciplinary measures**

No performance assessment may ever be made a material part of any investigation leading to the imposition of disciplinary measures.

### **31.5 Job description**

An Employee's job description shall, in a non-limitative way, be used as the starting point of any assessment of their performance.

### **31.6 Employee records**

Once completed, a performance assessment must be filed in the Employee's records. The Employee, who must be informed of such filing, can request a copy of the assessment.

### **31.7 Appeal**

Any Employee who is dissatisfied with the outcome of a performance assessment may, within ten (10) days of execution of the acknowledgment of receipt, file an appeal with the responsible manager's superior by means of a written notice describing all areas of dispute. The superior, having reviewed the Employee's notice of appeal, shall provide the latter with a written decision. The Employee who is still dissatisfied with the outcome may then initiate the grievance process.

## **SECTION IX – JOB SECURITY**

### **Article 32 – ELIMINATION OF POSITIONS / LAYOFFS**

#### **32.1 Advance notice provided to the Union**

The Employer must provide the Union with three (3) calendar weeks' advance notice of any elimination of a position that will result in an Employee being laid off. The Employee themselves will not receive any notice of redundancy before such a three (3)-week timeframe has expired.

#### **32.2 Joint committee**

The Employer and the Union shall create a Joint Workforce Planning Committee whose mission is to make sure that the Parties consult and collaborate in order to mitigate the impact of corporate measures.

The Joint Committee shall convene within the timeframe set forth in subsection 32.1. In preparation for a meeting, the Employer shall provide the Union with:

- a list of vacant positions within the Unit (for each location);
- a list of all Employees concerned;
- an updated list of Employees based on seniority and wage level (but regardless of status);
- a list of all positions held by Employees undergoing a probationary period;
- an up-to-date list of all operating units.

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

#### **32.3 Composition of the Joint Workforce Planning Committee**

Subject to current operational needs, the Employer shall release up to three (3) Employees identified by the Union so that they can attend meetings of the Joint Committee. None of the timeframes set forth in Article 8 ("Union Leaves") shall ever apply to such meetings.

#### **32.4 Order of eliminated positions**

The Employer shall eliminate positions in accordance with the following order:

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

For the purpose of this subsection, “operating unit” refers to all the Employees who operate under the Employer’s first (1<sup>st</sup>) line manager.

### **32.5 Notice of redundancy**

The Employer must provide the Union with three (3) calendar weeks’ advance notice of any elimination of a position that will result in an Employee being laid off. Within the seven (7) days that follow the expiry of such three (3)-week timeframe (or at any other time the Joint Committee has agreed upon), the Employer shall provide a notice of redundancy to the Employee whose position has been eliminated. The Union must be provided with a copy of such a letter.

Any Employee who has received a notice of redundancy must, within the next seven (7) days, provide the Joint Committee with a copy of their résumé that will allow them to appraise their skills, qualifications, and experience.

### **32.6 Options**

Any Employee whose position has been declared redundant may benefit from one of the following options, as they are defined in the relevant subsection:

- a) subsection 32.7: vacant position or temporary assignment;
- b) subsection 32.8 : bumping;
- c) subsection 32.9 : recall list related to a permanent position;
- d) subsection 32.10 : severance pay.

In the event where (i) vacant positions, temporary assignments, or bumping options were available within another location (due consideration being given to the order associated with each and every step set forth in subsection 32.7 or 32,8), and (ii) the Employee happened to possess the required skills and agreed to move accordingly, the Employer shall offer them the vacant position, temporary assignment, or bumping option in question. With respect to each and every step referred to in subsections 32.7 and 32,8, the offer of a position within the Employee’s current location must always have precedence over the offer of a position outside of said location. Any Employee who declines a position that is



available outside of their current location may exercise any of the options discussed above.

Any Employee who is awarded a position outside of their location may, unless the assignment is of a temporary nature (regardless of duration), benefit from the terms and conditions of the Employer's then current policies.

Any Employee who is offered a vacant position, temporary assignment, or bumping option must, within the three (3) business days of receipt of said offer, inform the Employer of their decision to accept or decline it – failing which they will be deemed to have chosen to be given severance pay in accordance with the provisions of subsection 32.10.

Any Employee who accepts an offer related to a position whose wage levels are lower shall be paid the highest wages attached to such a position insofar as they were previously at the highest rank of their wage group. The Employee who was not at the highest rank of their wage group will be registered with a new wage group whose salary ranks equally or (failing which) just above their former one. They shall then progress within their new wage group in accordance with the terms, conditions, and requirements of the Collective Agreement.

### **32.7 Vacant position or temporary assignment**

- a) Whenever a vacant position associated with the same job title is available within their current location, the Employee who happens to display the required skills and qualifications must accept it. Any Employee who declines such a vacant position may exercise the options discussed in paragraph 32.6 (c) or (d).
- b) If no vacant position happens to be available within the meaning of paragraph 32.7 (a), the Employer may suggest that the Employee who otherwise displays the required skills and qualifications accept a temporary assignment commensurate with their job title – in which case the process described in subsection 32.6 will be suspended, only to apply again when the temporary assignment will end. The Employee who declines such a temporary assignment may exercise the options discussed in paragraph 32.6 (c) or (d).
- c) If no vacant position or temporary assignment happens to be available within the meaning of paragraphs 32.7 (a) and (b), the Employer may suggest that the Employee who otherwise displays the required skills and qualifications accept a temporary assignment from the same wage group – in which case the process described in subsection 32.6 will be suspended,

only to apply again when the temporary assignment will end. The Employee who declines such a temporary assignment must exercise one of the options discussed in paragraph 32.6 (c) or (d).

- d) If no vacant position or temporary assignment happens to be available within the meaning of paragraphs 32.7 (a), (b), and (c), the Employer shall suggest that the Employee who otherwise displays the required skills and qualifications fill out a vacant position from the same wage group. The Employee who declines such a temporary assignment must be given the option to bump in accordance with the provisions of paragraph 32.8 (a).
- e) The Employer who was unable to bump another in accordance with the provisions of paragraph 32.8 (a) must, insofar as they display the required skills and qualifications, be offered a vacant position relating to another job description of the same wage group. The Employee who declines such a vacant position must exercise one of the options discussed in paragraph 32.6 (c) or (d).
- f) If no vacant position or temporary assignment happens to be available within the meaning of paragraphs 32.7 (a), (b), (c), and (d) and no bumping option can be exercised in accordance with paragraph 32.8 (a), the Employer must provide the bumping option discussed in paragraph 32.8 (b)
- g) The Employee who was unable to bump another in accordance with the provisions of paragraph 32.8 (b) must, insofar as they display the required skills and qualifications, be offered a temporary assignment available within a lower wage group – in which case they shall be paid the salary associated with the job title they fill and the process described in subsection 32.6 will be suspended, only to apply again when the temporary assignment will end. The Employee who declines such a temporary assignment must exercise one of the options discussed in subsection 32.6.
- h) If no vacant position or temporary assignment happens to be available within the meaning of paragraphs 32.7 (a), (b), (c), (d), and (e) and paragraphs 32.8 (a) and b), and it turns out that a vacant position from a lower wage group is available, the Employee must accept it insofar as they display the required skills and qualifications – in which case they shall be paid the salary associated with the job title they fill. The Employee who declines such a vacant position may exercise any of the options discussed in paragraphs 32.6 (c) and (d).
- i) If no vacant position or temporary assignment happens to be available within the meaning of paragraphs 32.7 (a), (b), (c), or (d) and no bumping

option can be exercised in accordance with paragraphs 32.8 (a) and (b), the Employer must make a bumping option available in accordance with the provisions of paragraph 32.8 (d).

- j ) The posting procedure referred to in Article 23 does not apply to any of the paragraphs above.
- k ) Any Employee who is assigned to a vacant position must undergo a trial and introductory period that cannot extend past sixty (60) days worked. Should such a trial and introductory period prove inconclusive to the Employer or the Employee, the latter may exercise any of the options discussed in paragraph 32.6 (c) or (d).

### **32.8 Bumping**

- a ) The Employee whose position was eliminated shall, insofar as they display the required skills and qualifications, bump the Employee who has gathered the least seniority from the job title they hold within their location. The Employee who declines such bumping option may exercise any of the options discussed in paragraph 32.6 (c) or (d).
- b ) In the event where (i) the Employee was unable to bump another from their job title in accordance with the provisions of paragraph 32.8 (a), and (ii) no vacant position or temporary assignment happened to be available within the meaning of paragraph 32.7 (d), the Employee may, insofar as they display the required skills and qualifications, bump the Employee from the same wage group who has gathered the least seniority. The Employee who refuses to do so may exercise any of the options discussed in paragraph 32.6 (c) or (d).
- c ) In the event where (i) the Employee was unable to bump another from their job title in accordance with the provisions of paragraphs 32.8 (a) and (c), and (ii) no vacant position or temporary assignment happened to be available within the meaning of paragraphs 32.7 (e) and (f), the Employee may, insofar as they display the required skills and qualifications, bump the Employee from a lower wage group who has gathered the least seniority – in which case they shall be paid the salary associated with the job title they fill. Should the Employee refuse to do so or there be no bumping option available, any of the options provided for in paragraph 32.6 (c) or (d) may be exercised.
- d ) Any Employee who bumps another must undergo a trial and introductory period that cannot extend past sixty (60) days worked. Should such a trial

and introductory period prove inconclusive to the Employer or the Employee, the latter may exercise any of the options discussed in paragraph 32.6 (c) or (d).

### **32.9 Recall list – Permanent position**

- a) Any Employee whose position has been eliminated may, during the twelve (12) months that will follow the date on which the elimination occurred, be placed on a recall list. During that period, the Employees who selected this option can work as term Employees if they so desire.

Such Employees will be placed on a callback list that will secure them priority over any other Term Employees.

Employees may, once that twelve (12)-month interval has expired, maintain their term Employee status by fulfilling the terms and conditions set forth in Article 47 – although their names will no longer show on the recall list. Employees shall be reinstated on the callback list while their seniority will be converted into days worked on the counter (to which will be added the days they have worked since they were laid off).

- b) Employees who elect to be placed on a recall list shall receive severance pay in accordance with the provisions of subsection 32.10.

Whenever an Employee who has received severance pay is reinstated within an interval of time which is shorter than the number of weeks that was used in order to calculate the amount of said severance pay, the portion of the latter that corresponds to the number of weeks that have not yet lapsed shall be deducted in the form of installments agreed upon by both Parties, or, alternatively, in accordance with the following parameters:

- For amounts owed ranging from \$0 to \$2,000: recovery at a minimum rate of ten percent (10%) of regular net pay over no more than fifteen (15) regular pays, the whole starting on the day the Employee's next pay will be issued;
- For amounts owed ranging from \$2,000 to \$5,000: recovery at a minimum rate of ten percent (10%) of regular net pay over no more than twenty (20) regular pays, the whole starting on the day the Employee's next pay will be issued;
- For amounts owed of more than \$5,000: recovery at a minimum rate of ten percent (10%) of regular net pay over no more than twenty-five (25)

regular pays, the whole starting on the day the Employee's next pay will be issued.

Employees will be given written notice of the status of the debtor counter and recovery schedule, which will indicate how many pays will be subjected to deductions and how much will be deducted each time.

- c) Whenever a position becomes vacant:
- It shall, first and foremost and based on seniority, be offered to Employees of the same location who have already filled the same job title and who have just seen their position being eliminated, insofar as they display the required skills and qualifications and are registered on the recall list;
  - It shall then, based on seniority, be offered to Employees of the same location who have already filled a job title from a similar or higher wage level and who have just seen their position being eliminated, insofar as they display the required skills and qualifications and are registered on the recall list.
- d) Employees referred to in paragraph (c) above will be given five (5) business days to inform the Employer of their decision to accept the vacant position offered to them in accordance with their right to be recalled.
- The Employee who neglects to respond or declines the vacant position offered within their current location and who, at the time their position was eliminated, filled the same job title in regards to which it possesses the required skills and qualifications, shall lose all their rights to be recalled.
  - The Employee who neglects to respond or declines the vacant position offered within their current location and who, at the time their position was eliminated, filled a job title from a similar of higher wage level in regards to which it possesses the required skills and qualifications, shall lose all their rights to be recalled in connection with the job title they have declined.
- e) The Employer shall contact the Employee referred to in paragraph (d) above by means of electronic or certified mail, using the electronic or mailing address found in the Employee's records at the time the latter requested to be placed on a recall list.
- f) The Employee's name will be removed from the recall list as soon as they accept an offer.

- g) The Employer may require that a trial period of no more than sixty (60) days worked be completed. Should such a trial period prove inconclusive, the Employee will be laid off and will lose all their rights to be recalled.
- h) Any Employee who is awarded a position pursuant to the provisions above is required to report for duty no later than fifteen (15) working days after the date of acceptance (or at any other date agreed upon with the Employer) – failing which their name will be removed from the recall list.
- i) Any Employee who has been laid off more than once will be given severance pay equal to one week's pay for each half-year (or substantial portion thereof) of ongoing service, starting on the date used to calculate the amount of their initial severance pay and while taking into account all the amounts the Employee has already received and may owe.

### **32.10 Severance pay**

Any laid off Employee who has completed their probationary period shall receive severance pay in the form of a lump sum equal to one (1) week's pay for every half-year (or substantial portion thereof) of ongoing service.

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

Any Employee whose position has been eliminated can manifest their interest for a position which is vacant and available outside of the Unit in accordance with the provisions of other collective agreements (whenever relevant), insofar as they display all required skills and qualifications. It is hereby understood and agreed that such a matter is not within the jurisdiction of the Joint Committee.

## **Article 33 – TECHNOLOGICAL UPGRADES**

### **33.1 Definition of a technological upgrade**

A technological upgrade consists in both of the following:

- a) the Employer's adopting, within its corporate structure, activities or undertakings, equipment or resources which are of a different nature or that operate differently from the ones it used before;
- b) any changes in the Corporation's operating methods which are directly related to the adoption of such changes.

Whenever a technological upgrade is meant to have a significant impact on the working conditions and structures a substantial number of Employees rely on,

the Employer must inform the Union accordingly at least one hundred and twenty (120) days before such an upgrade is expected to take place.

### **33.2 Notice of a technological upgrade**

The notice referred to above shall include the following information:

- a) the nature of the technological upgrade;
- b) the date on which the Employer intends to implement the technological upgrade;
- c) the category and estimated number of Employees who should be impacted by the technological upgrade;
- d) the consequences the technological upgrade is likely to have on the working conditions and/or job security of all Employees concerned.

The Union may, whenever it believes that specific circumstances involve a technological upgrade, request that the Labour Relations Committee be convened

### **33.3 Meeting schedule and options**

- a) The Joint Workforce Planning Committee shall, within thirty (30) days of receipt of the notice discussed in subsection 33.1, meet in order to discuss the technological upgrade, mitigate its potential detrimental consequences, and review all the options likely to support the Employees who will be affected in the process – such as training, familiarization, occupational enhancement, and reassignment. In so doing, the Joint Workforce Planning Committee shall prioritize options that the Union will be able to implement.
- b) Such meetings shall also be held in order to ensure follow-up on any technological upgrade and of its potential consequences over time.

### **33.4 Alternatives**

The Parties shall also consider certain alternatives likely to be offered to the Employees concerned, such as:

- career shifts and transitions;
- reassignment to a vacant position available within one's current location or another location.

No Employee shall ever be reassigned to a position in regards to which they do not possess all required skills and qualifications – being understood and agreed that reasonable assistance will be provided in that respect, whenever needed.

Whenever operational needs allow the Employer to postpone an Employee's first day on the job, the Employer may provide training aimed at endowing said Employee with the skills and qualifications their new position requires.

### **33.5 Joint Workforce Planning Committee**

In order to promote healthy work relations and to tackle the new challenges associated with technological advancements and the evolution of working methods and practices, the Parties hereby agree that the Joint Workforce Planning Committee may, among other things:

- discuss the challenges associated with the eventual introduction of innovative equipment likely to bring about some changes in established working methods and practices;
- discuss training opportunities and potential career transitions whenever specific Employees are likely to be impacted by technological upgrades;

Whenever required, the Joint Workforce Planning Committee may meet within fifteen (15) days of receipt of any request from either Party to that effect.

Whenever Article 33 applies, the Joint Workforce Planning Committee shall be composed of three (3) Union representatives and three (3) Employer representatives.

Following dispatch of the notice referred to in subsection 33.1 and prior to any meeting of the Joint Workforce Planning Committee, all Union representatives shall be released with pay for one (1) full day so they can adequately prepare for such meeting.

If need be, the Parties may agree on the appointment of a contact individual.

Both Parties can consult with members of the Joint Committee for Learning and Development in order to contemplate all training and transition opportunities.

Members of the Joint Workforce Planning Committee must, once a year, account for their discussions and deliberations to the Joint Committee for Learning and Development.



### **33.6 Advance notice / Election by the Employer**

The Employer shall, no later than six (6) weeks before the deadline set forth in subsection 33.1 is meant to expire, notify all the Employees likely to be impacted by a technological upgrade.

### **33.7 Postings**

Should it prove necessary to reassign or relocate an Employee, none of the provisions of the Collective Agreement that deal with postings shall apply.

### **33.8 Employees rendered redundant following a technological upgrade**

- a) Any Employee who is rendered redundant shall be governed by the provisions of Article 32 (“Elimination of Positions / Layoffs”).
- b) Any Employee who is awarded a position in accordance with the provisions of Article 32 shall, over the next eighteen (18) months, keep their salary and move up the wage scale associated with their job classification. Once that timeframe expires, they shall be governed by the provisions of the last paragraph of subsection 32.6.

## **Article 34 – JURISDICTION / SUBCONTRACTING / OUTSOURCING**

### **34.1 Scope**

- a) The Collective Agreement applies to Employees assigned abroad as well as to Employees working within geographic locations throughout Québec and Moncton where the Employer operates facilities. Employees temporarily assigned outside of such geographic locations shall be regarded as reporting to the office that assigned them.
- b) No Employees permanently assigned outside of Québec or Moncton or hired locally outside of Canada shall ever be governed by this Agreement.
- c) The Employer shall rely on Employees in the course of projects and programs whose production and planning it is entirely responsible for (regardless of the broadcasting platform that is used in the process) and over which it has complete and exclusive control when it comes to creation, design, and funding, as well as to ownership and distribution rights.
- d) The Employer hereby agrees that whenever external productions involving services will be contemplated, it will promote all available Employees and services. If need be, a producer may call upon the technical director and ask

them to put together their production team.

- e) Employees must account for at least seventy-five percent (75%) of the production staff assigned to co-productions.

Such a percentage must be calculated based on credits, by only taking into account the types of jobs allocated to the whole production process (pre-production, production, and post-production), as they are covered by the Collective Agreement. The Employer shall, upon demand, provide the Union with the credits associated with any program, series, or episode,

- f) The Employer agrees to maintain an efficient management structure and to call upon Employees in order to support all productions.
- g) Employees assigned to co-productions or external productions involving services shall continue to benefit from the rights and privileges granted under this Agreement.

### **34.2 Eligible exceptions**

The Employer may, regardless of the provisions of subsections 5.1 and 34.1, call upon other people such as:

- a) contractors specialized in construction, building management, general maintenance, relocation, configuration, layouts, or reprography;
- b) employees from production companies, external firms, or freelancers hired to perform duties normally carried out by Employees, provided that the callback list has been exhausted and that such hired services will not result in any permanent Employee being downgraded, laid off, or dismissed.
- c) people who specialize (or are considered authorities) in particular fields;
- d) any individual who occasionally participates as a guest on a program or in any other kind of content;
- e) foreign media journalists, in the context of discussions held by the Employer and such media;
- f) in order to preserve existing newsrooms practices and policies, basic informational content and audiovisual news material may (on a descriptive rather than limitative basis) continue to be:
  - acquired through agreements;
  - exchanged with other media;

- obtained from other sources;
  - gathered from stations affiliated with the Employer (who may also allocate its own resources);
- g) member of personnel assigned to transmitters who are not part of the Bargaining Unit may operate computer equipment used to remotely switch from one transmitter device to another, insofar as no members of the Bargaining Unit are available.

### **34.3 Ordering or purchasing programs / Business practices**

Subject to the provisions of subsection 34.1, the Employer may:

- order or purchase programs, program segments, or any other kind of content from an external, Canadian, or foreign company or staff;
- in accordance with its business practices, sell airtime to a sponsor so the latter can broadcast (on the national or international market) a program they have purchased or ordered.

### **34.4 Prior notice**

Should it ever plan on partially or totally dispensing with any of the following activities: distribution, transmitters, engineering, building management, relocation, development (cooperative, cafeteria, and credit union), short-term agency staff, reprography, or information technologies, the Employer shall inform the Union accordingly at least one hundred and twenty (120) days before the relevant activity is meant to be transferred.

### **34.5 Joint committee**

The Employer shall, within the same timeframe, invite the Union to participate in an Ad Hoc Joint Committee composed of three representatives from each Party. The Parties may, for that purpose, appoint contact individuals of their choosing.

### **34.6 Assignment of the Committee**

The Ad Hoc Joint Committee shall, among other things:

- share information on the nature of the Employer's operations and the objectives it is pursuing;
- discuss the reasons for partially or totally dispensing with the relevant activity;

- estimate the number of Employees who would be impacted should the activity be transferred;
- mitigate foreseeable impacts on all Employees concerned;
- propose alternatives with respect to cost reduction, operational efficiency, and/or occupational reorganization;
- reduce the number of lost jobs;
- obtain any other information it deems necessary or useful.

### **34.7 End of the Committee’s assignment**

The Ad Hoc Joint Committee must complete its assignment within the ninety (90) days that will follow the date on which the Employer entrusted it with one of the matters contemplated in subsection 34.6.

### **34.8 Adjustments following a layoff**

Article 32 (“Elimination of Positions / Layoffs”) shall apply whenever the Employer, despite consulting with the Ad Hoc Joint Committee, maintains its decision to partially or totally dispense with any of the activities listed in subsection 34.4 and, in so doing, entrusts work that usually falls under the Bargaining Unit’s jurisdiction to an external company – provided that such a decision results in at least one (1) layoff. In such a case, the following adjustments shall apply:

- a) The Employer agrees to promote and encourage the hiring of Employees concerned by the purchaser of the activity.
- b) All Employees concerned who are dismissed or laid off shall receive four (4) weeks’ prior written notice, or, alternatively, four (4) weeks worth of pay.
- c) Any laid off Employee who has completed their probationary period shall receive severance pay in the form of a lump sum equal to one (1) week’s pay for every four (4) months (or substantial portion thereof) of ongoing service.
- d) No Employee concerned who has completed their trial period on the date on which this Collective Agreement is executed shall suffer any decrease in pay in the event where their work was outsourced and they were, consequently, reassigned, bumped, or transitioned into a lower wage group.
- e) Any Employee concerned may, during the bumping process, request an unpaid leave not to exceed twelve (12) months in order to further or

enhance their training – a request the Employer may not dismiss without valid reasons. In fact, the Corporation shall, upon the Employee's request, disburse and advance corresponding to the severance pay the latter would have been entitled to should they have elected to resign instead.

- f) Any Employee who maintains their employment status with the Employer at the end of their unpaid leave must, in accordance with the procedure defined in paragraph 32.9 (b), repay the advance they were given by means of withholdings.
- g) Any Employee concerned may, at the end of their unpaid leave, either exercise their bumping options or return to the position they were awarded as a result of the reassignment or bumping process.
- h) In the event where any Employee decided to resign at the end of their unpaid leave, the Employer shall disburse the severance pay they are entitled to. Whenever relevant, the Employer must deduct from such severance pay the advance the Employee already benefited from.

### **34.9 Approval of a particular agreement**

Any particular agreement the Employer and the Employees may come to in regards to the terms and conditions surrounding termination of employment must be approved in writing by the Union.

## SECTION X – WORK SYSTEM

### Article 35 – WORKING HOURS

#### 35.1 Regular work week

The Employees' regular work week consists in the following:

- thirty-six and a quarter (36.25) hours per week, namely seven and a quarter (7.25) hours of regular work per day, as far as wage groups 2-3-5-12-19-30 are concerned; or
- thirty-seven and a half (37.50) hours per week, namely seven and a half (7.50) hours of regular work per day, as far as wage groups 1-7-10-15-17-21-26-29-33-34-36 are concerned; or
- forty (40) hours per week, namely eight (8) hours of regular work per day, as far as wage groups 4-6-8-9-11-13-14-16-18-20-22-23-24-25-27-28-31-32-35-37 are concerned.

#### 35.2 Length of a cycle

Schedules are established based on a fourteen (14)-day cycle, itself composed of two (2) regular work weeks each covering seven (7) days. The cycle in question begins at one minute past midnight (00:01 A.M.) on Monday.

Whenever posting a schedule addressed to Employees who are assigned to at least ninety percent (90%) of a full-time position, the Employer may not combine regular and compressed work schedules within a single week.

Regardless of an Employee's status, provisions dealing with the financial compensation of overtime shall only apply beyond a regular work day (as defined in subsections 35.1 and 39.1), a compressed schedule (as defined in subsections 38.3 and 39.1), or a specific schedule (as defined in subsections 38.4 and 39.1).

#### 35.2 Timecards

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

- a) The Employer may not modify an Employee's timecard without notifying them whenever doing so would reduce the financial compensation they are entitled to.

- b) The Employer shall validate an Employee's timecard within the prescribed timeframe so the latter can be paid on time.
- c) Any Employee who is not paid in time can request an advance on their salary. Such an advance shall, on request, be repaid by means of the late payment, insofar as the Employee cannot be blamed for the delay.

### **35.4 Minimum work credit**

As contemplated in subsection 35.1, any Employee who is given a full-time assignment is entitled to a minimum work credit equivalent to one (1) regular day of work.

### **35.5 Creation of a new job**

The Employer shall define the regular work week associated with any new job created after the Collective Agreement was executed – which means it must select one of the work weeks discussed in subsection 35.1. It must then notify the Union of its decision in that respect.

## **Article 36 – MEAL BREAKS**

### **36.1 Meal breaks**

Any Employee who must work more than five (5) hours is entitled to an unpaid meal break that must last at least thirty (30) but no more than sixty (60) minutes.

Any meal break that is set in advance must be posted at the same time as the work schedule.

Meal breaks that are not set in advance are determined by the manager, the technical director, or the work team, due consideration being given to operational requirements and to the parameters set forth in subsection 36.2. Employees must, as soon as possible, be made aware of the time slots reserved for meal breaks.

### **36.2 Taking a meal break**

The first (1<sup>st</sup>) meal break cannot be taken within the first two (2) or the last three (3) hours of work provided for in the schedule.

Any portion of a meal break that cannot be taken within the allotted time slot must be paid at the applicable wage rate.

Employees who are assigned a compressed work schedule cannot take their first (1<sup>st</sup>) meal break within the first three (3) or the last four (4) hours of work provided for in said schedule.

Any Employee can agree with their manager that a meal break will be taken at a different time.

### **36.3 Second meal**

Employees who must work more than ten (10) hours within a single shift must be given an allowance of twelve dollars (12\$) in compensation for the cost of a second meal.

They shall also, on request and insofar as operational needs allow it, benefit from a second unpaid meal break that shall last at least thirty (30) but no more than sixty (60) minutes.

### **36.4 Meals provided vs. allowance**

Employees who are provided with a meal or given an out-of-town assignment in regards to which a meal allowance is provided are not entitled to the allowance discussed in subsection 36.2.

Whenever adequate food suppliers are nowhere to be found nearby, the Employer shall provide the meal break without taking into account the reasonable amount of time it takes to reach and return from the location operated by a food supplier.

### **36.5 Cancellation of a meal break**

Whenever the Employer cannot allow Employees to take a meal break or must cancel it on account of operational constraints, such a meal break shall be paid at the applicable wage rate.

### **36.6 Unused meal breaks**

In order to ensure that groups of Employees remain available whenever meal breaks cannot be allowed, the Employer may assign an Employee in any of the following ways:

- a) Whenever the Employee's assignment does not allow them to leave for a meal break, the latter shall be paid and become an integral part of their work day – in which case break time will accrue at a rate of eight (8) minutes per hour worked. Breaks may be taken in a row (insofar as the tasks at hand allow it) or in separate blocks. The Employee must remain available and ready to respond to operational needs.



- b ) Any Employee who is not allowed to take all the breaks they are entitled to during a regular work day must notify their manager, who shall authorize payment of any unused portion of breaks at the applicable wage rate.
- c ) Employees who are governed by this subsection 36.6 cannot benefit from the provisions of subsection 37.3 (“Breaks”).
- d ) The provisions of this subsection 36.6 shall apply to the following groups of employees on an ongoing and uninterrupted basis :
  - camera operator JE/VL
  - maintenance technician
  - worker in isolated areas
  - TV technician
  - signal transmitter (JE)
  - transmission management technician
  - coordinating technician (network control centre / TV master control)
  - coordinating technician (network control centre / master control)
  - coordinating technician (broadcast)
- e ) The Employer may, if need be and with the Union’s approval, apply the provisions above to other groups of Employees.

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

### **37.1 Daily turnaround period**

The daily turnaround period consists in the interval of at least eleven (11) hours that separates the end of a workday from the beginning of another.

Whenever an Employee’s work schedule provides for at least two (2) days of authorized leave, the eleven (11)-hour interval discussed above is deemed to have been satisfied.

Hours worked as required by the Employer within the eleven (11)-hour interval discussed above must be paid along with a premium equal to half (1/2) the Employee’s basic hourly rate.

### **37.2 Weekly days off**

- a) A minimum of four (4) and a maximum of eight (8) days off must be scheduled with respect to each and every fourteen (14)-day cycle.
- b) Employees who are assigned on a full-time basis at the time the work schedule is notified must benefit from days off awarded in blocks of at least two (2) consecutive days. No weekly day off may ever be granted separately.

Weekly days off may only be granted separately when the Employee requests it and their manager agrees to it.

- c) Statutory or declared holidays may be inserted between two (2) weekly days off.
- d) Unless an agreement was concluded with the Employer on the matter, permanent Employees whose schedule is not fixed or cannot work on rotation on account of production requirements are, at least once a month, entitled to weekly days off that coincide with a Saturday and Sunday.
- e) Except for Employees who fill a position associated with a fixed week-end schedule, any Employee who earned more than twenty-five (25) years of seniority may, until they retire, require that the number of days worked on a Saturday or a Sunday be reduced or that their weekly days off coincide with Saturdays and Sundays.

Such a request must be granted whenever operational requirements allow it. It cannot be dismissed without valid reasons.

- f) Any Employee who wishes that their weekly days off coincide with days other than Saturdays and Sundays may discuss the matter with the Employer.

### **37.3 Breaks**

Any Employee who must work more than seven (7) hours in a day shall take two (2) fifteen (15)-minute breaks at times agreed upon with their superior.

Should a break ever be cancelled by the superior, it shall be paid (or time in lieu shall be provided) at the applicable wage rate.

The Employer and the Union may agree on any changes made to the way breaks are to be taken.

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

Any work performed by an Employee while they should have been enjoying a day off shall be paid at a rate corresponding to one and a half (1½) said Employee's basic hourly rate.

Any Employee who works two (2) days or more while they should be enjoying days off shall, with respect to each and every hour worked beyond the first day, be paid at a rate corresponding to twice their basic hourly rate.

The provisions of this subsection will not apply to an Employee who must interrupt their work day and leave on account of an illness or for personal reasons – in which case they shall be paid at the relevant rate for the hours of their shift they actually worked.

Employees may refuse to work on their days off. Should the Employer be unable to find a volunteer who is willing to perform the work, it shall assign such work to the qualified Employee who has earned the least seniority.

Any notice cancelling an assignment planned on a day off or a holiday shall be provided prior to 5:00 P.M. the day before – failing which the Employee concerned shall be paid for a normal work day, at their basic wage rate.

## **Article 38 – WORK SCHEDULE**

### **38.1 Posting**

Within areas where posting is required, the schedule must be posted seventeen (17) days in advance of each and every fourteen (14)-day cycle.

Such a posting must indicate the following in regards to each day:

- starting time
- number of regular hours scheduled
- length of the meal break
- whether or not the meal break will be used
- whether or not this is a day off
- location of the assignment
- relevant job title
- name of the contact individual or of the technical director

And, whenever they are known:

- overtime scheduled
- time at which the meal break will be taken
- the fact that work will be carried out on a day off or a holiday
- all scheduled absences
- name of the program
- cost centre (whenever relevant)

Subject to the provisions below, notification of the work schedule will be deemed to be an agreement binding upon the Employer and the Employee

### **38.2 Consecutive days and adjustments**

- a) Subject to the provisions of paragraph (b), no Employee may ever be required to work more than seven (7) consecutive days at their regular wage rate, as the Employer must grant them their weekly days off. Past the seventh (7<sup>th</sup>) consecutive day of work, the Employee will be deemed to be off and the provisions of subsection 37.4 pertaining to overtime will apply.
- b) An Employee may be required to work eight (8) consecutive days at their regular wage rate only if doing so proves necessary in order to allow for schedule rotations. The Employer must then grant them their weekly days off. Past the eighth (8<sup>th</sup>) consecutive day of work, the Employee will be deemed to be off and the provisions of subsection 37.4 pertaining to overtime will apply.
- c) A series of consecutive days of work may begin within one scheduling cycle and end within another.
- d) Adjustments made to the regular schedule: As long as they fulfil their regular work day and the requirements of their position do not prevent it, an Employee may agree with their immediate superior that their schedule will become flexible and allow for their starting time, meal break, and end time to shift.
- e) The Employer and the Union may, in writing, agree on any kind of customized work schedule.

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

The Employer may, on account of production requirements or upon reviewing an Employee's request to that effect, establish a compressed four (4)-day work schedule.

- With respect to the regular thirty-six and a quarter (36.25)-hour work week discussed in subsection 35.1, the compressed schedule will correspond to a work week composed of three (3) nine (9)-hour days and one (1) nine and a quarter (9.25)-hour day.
- With respect to the regular thirty-seven and a quarter (37.25)-hour work week discussed in subsection 35.1, the compressed schedule will correspond to a work week composed of two (2) nine and a quarter (9.25)-hour days and two (2) nine and a half (9.5)-hour days.
- With respect to the regular forty (40)-hour work week discussed in subsection 35.1, the compressed schedule will correspond to a work week composed of four (4) ten (10)-hour days.

### **38.4 Specific three (3)-day schedule**

The Employer may, on account of production requirements or upon reviewing an Employee's request to that effect, establish a specific three (3)-day work schedule.

- With respect to the regular thirty-six and a quarter (36.25)-hour work week discussed in subsection 35.1, the specific schedule will correspond to a work week composed of two (2) twelve (12)-hour days and one (1) twelve and a quarter (12.25)-hour day.
- With respect to the regular thirty-seven and a quarter (37.25)-hour work week discussed in subsection 35.1, the specific schedule will correspond to a work week composed of three (3) twelve and a half (12.5)-hour days.
- With respect to the regular forty (40)-hour work week discussed in subsection 35.1, the specific schedule will correspond to a work week composed of three (3) thirteen and a third (13.33)-hour days.

Once in place, a specific work schedule must contain, in connection with every day worked and throughout a designated two (2)-week cycle, the same number of regular working hours.

Any Employee whose specific work schedule covers three (3) days in a week must be granted at least two (2) days off per week before they are allowed to begin another three (3)-day sequence.

Any management Employee or Employee whose work schedule extends over forty (40) hours per week may be governed by a specific work schedule insofar as they agree to it with the Employer.

### **38.5 Self-assignment**

- a) The Employer may agree with an Employee that the latter's work schedule will be self-assigned.
- b) Every self-assigned Employee hereby commits to organizing their hours, work days, and days off so as to perform their duties in the most efficient way possible. Self-assignment schedules shall be set up by the Employer whenever a flexible configuration of working hours can be contemplated.
- c) None of the provisions of the Collective Agreement listed below shall ever apply to self-assigned Employees:
  - Meal breaks (Article 36)
  - Daily and weekly time off (Article 37)
  - Work schedule (Article 38)
  - Callbacks (Article 40)
  - Night shift bonus (Article 65), unless authorized by the Employer
- d) Before entering into a self-assignment agreement, the Employer and the Employee shall consider the nature and purpose of the assignment, time requirements, as well as the one (1)-day credit awarded on account of work carried out on a weekly day off. Any work performed on a statutory holiday must be excluded from a self-assignment agreement. All self assignment agreements must be reviewed once a year.

### **38.6 Modified schedules**

A work schedule may be modified no later than twenty-four (24) hours before the beginning of the relevant work shift – but only in the following instances:

- replacement of Employees on sick days or leaves;
- special leaves;

- emergency situations / force majeure events;
- unplanned and unforeseen events;
- production requirements that had not been planned for at the time of posting;
- union leaves.

The Employer must leave a phone (voice) message to any Employee who is likely to be impacted by either one of these instances.

In the event where a schedule had to be modified within the twenty-four (24)-hour timeframe for any of the reasons listed above, the Employer shall take all necessary measures in order to ensure that the Employee is duly informed of the modifications. Both the hours indicated on the Employee's schedule and the hours provided shall be paid at the applicable wage rate. The number of regular hours indicated on the schedule may not, in either case, be decreased.

Any assignment that requires lodging outside of the Employee's location must be preceded by a twelve (12)-hour modification notice.

### **38.7 Rescheduling days off**

Any changes made to weekly days off once the relevant schedule has been posted must be approved by all Employees involved.

### **38.8 Going on leave / Starting time upon return**

Before going on leave for five (5) days or more, Employees shall be informed of the time they must return to work. Although such starting time may be pushed back, it cannot be moved forward.

## **Article 39 – OVERTIME**

### **39.1 Compensation**

- a) The Employee shall be paid at one and a half (1 ½) time their regular wage rate or be granted a compensatory leave calculated in the same manner for each and every extra hour worked in excess of:
  - a regular work day (as it is defined in subsection 35.1);
  - a day worked in accordance with a four (4)-day compressed schedule (as it is defined in subsection 38.3);

- a day worked in accordance with a specific three (3)-day schedule (as it is defined in subsection 38.4).

Any Employee who replaces another shall be paid at one and a half (1 ½) time their regular wage rate or be granted a compensatory leave calculated in the same manner from the moment they begin working more hours per day than the Employee they are replacing.

- b) Every quarter (1/4) of an hour an Employee has begun must count as a quarter (1/4) of an hour worked.

### **39.2 Overtime allocation**

In the event where all the Employees qualified to perform duties in addition to their regularly scheduled hours refused to do so, the Employer shall assign such duties to the Employee with the least seniority who happens to be at work at the time staffing requirements must be satisfied. The Employee in question will not be allowed to refuse such an assignment.

### **39.3 Overtime approval**

Any Employee who wishes to be paid for overtime or to benefit from a compensatory leave must have their planned overtime duly approved.

### **39.4 Cancellation and reduction of overtime**

Scheduled or unscheduled overtime may be cancelled or reduced by notifying the Employee accordingly before the end of the fourth (4<sup>th</sup>) hour of their regular work day. Should such a notice not be given in due time, all scheduled hours will be paid at the regular wage rate.

### **39.5 Excessive working hours**

The Employer shall refrain from scheduling extra working hours on a regular basis.

### **39.6 Redemption of overtime**

Any Employee and their manager may agree on the redemption of scheduled overtime. No other payment of overtime may be approved once a redemption has been agreed upon. All redemption plans must be reviewed once a year.

The Employer can also pay overtime in advance based on an estimate of scheduled overtime. Should the hours of overtime actually worked exceed those according to which payment was made, the difference shall be paid to the Employee.



During special events (such as election campaigns and major sporting events), the Employer and the Employee may agree to limit the amount of overtime that can be converted into compensatory leave no later than ten (10) business days before the assignment is meant to begin. Any and all agreements in that respect must be confirmed in writing.

### **39.7 Travelling – Inspection and maintenance of transmitters**

Any technician who is performing an inspection or maintenance round involving transmitters may, at their sole and absolute discretion, work every single day until the round is over and then, upon their return, get paid for all the days off they earned in accordance with the provisions of Article 37 (“Daily and weekly time off”).

In such a case, however, they shall waive any and all premiums and overtime pay they would normally have acquired as a result of rescheduling their days off.

## **Article 40 – Callbacks**

### **40.1 Further assignment in the workplace**

Callbacks consist in the hours credited to Employees who, after they have completed their shift and left the workplace, are called back to work between two (2) shifts. Any Employee who is called back shall be paid one and a half (1½) time their basic hourly rate for the hours they actually worked, while also earning a minimum credit equivalent to three (3) hours.

### **40.2 Overtime provisions**

None of the provisions pertaining to callbacks shall ever apply to schedule changes or to meetings an Employee must, at the Employer’s request, attend after their shift or on a regular day off – in which case one shall apply provisions that deal with overtime.

### **40.3 Cancellation**

Should a callback be cancelled before the Employee actually reports for work, the latter will not be entitled to any premium.

### **40.4 Right of refusal**

Employees have the right to refuse any callback. In the event where all the Employees who usually perform the duties at hand refused to work, the Employer shall, among those Employees, select the one who has earned the least seniority.

## **40.5 Phone call**

Any Employee who, after they have completed their work day and before their next shift is set to begin, receives a phone call about an issue related to operations and is required to work remotely, shall be paid their basic hourly rate for a minimum of one (1) full hour. Any work performed in addition to that hour shall be paid at one and a half (1½) time the Employee's basic hourly rate for each quarter (¼) of an hour worked.

## **Article 41 – Remote availability**

### **41.1 Scope**

The provisions of this Article are meant to apply to management Employees. They may, in exceptional circumstances and provided that the Employer and the Union have reached an agreement on the matter, apply to any other Employee governed by this Collective Agreement.

### **41.2 Selection of an Employee**

The Employer shall select among the volunteers who have come forward the Employee who will remain available remotely in order to answer calls during regular working hours.

### **41.3 Assignment**

In the absence of any volunteer, remote availability will be assigned on rotation within the relevant work team.

### **41.4 Obligations**

Whenever an Employee is assigned to remote availability, they must ensure that the means of communication the Employer provided remains operational and allows other people to reach them at any given time of the availability interval.

Any Employee assigned to remote availability must answer calls and be able to reach their designated location within one (1) hour's notice.

The provisions of Article 40 ("Callbacks") shall apply to all such callbacks.

### **41.5 Allowance**

Any Employee who must remain remotely available shall receive a basic allowance of two dollars (\$2) per hour in connection with no more than two thousand (2,000) hours of appointed liability.

## **41.6 Compensatory leaves**

Any Employee may, upon mutual agreement with their manager, invoke the provisions of Article 42 that deal with compensatory leaves.

## **41.7 Working remotely**

Any Employee who has been assigned to remote availability and is asked to work remotely shall be paid one and half (1½) time their basic hourly rate for a minimum of one (1) full hour. No additional request to work remotely received during that same one (1)-hour interval shall be compensated separately.

Any work performed in addition to that hour shall be paid at one and a half (1½) time the Employee's basic hourly rate for each quarter (¼) of an hour worked.

## **Article 42 – COMPENSATORY LEAVES**

### **42.1 Compensation / Leave credits**

Instead of being paid for overtime or time worked during a holiday or a day off, Employees may receive compensatory leave credits calculated at the same wage rate as the hours they have worked, provided that they confirm their intention to do so in writing (particularly on their timecard).

### **42.2 Credits**

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

### **42.3 Maximum / Carrying credits forward**

The compensatory leave credits an Employee may earn cannot exceed a non-renewable maximum of thirty (30) days per fiscal year. None of the days an Employee uses during any given year may ever be replaced. The Employer may carry forward (i.e., from one fiscal year to the next) a maximum of ten (10) days of compensatory leave they have already earned.

Such days must be added to the thirty (30) days the Employee is allowed to earn under the paragraph above. In other words, no Employee may ever gather more than forty (40) days of compensatory leave credits within a single fiscal year.

As long as term Employees are concerned, the fiscal year-end deadline will be carried forward to September 30 of the same year.

Leave credits in excess of ten (10) days at the end of each fiscal year (or on September 30<sup>th</sup>, for term Employees) shall be paid no later than on the second pay that will follow the payroll period covering services provided on March 31<sup>st</sup> (or on September 30<sup>th</sup>, for term Employees).

#### **42.4 Agreement**

As a rule, any Employee can take the compensatory leaves they have earned at any given time agreed upon with the Employer.

#### **42.5 Payment of compensatory leaves**

Any Employee may, at any given time of the fiscal year during which they have earned the compensatory leaves in question, request that the latter be paid in cash and at the rate in force at the time they were initially acquired.

#### **42.6 Order of use**

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

#### **42.7 Additional costs**

The compensatory leaves an Employee has earned will only be granted in instances where the Employer does not incur any kind of additional costs.

#### **42.8 Death of the Employee**

In the event of an Employees' passing, their active balance of compensatory leaves shall be paid to their estate, at the rate in force at the time they were initially earned.

## **SECTION XI – SPECIFIC WORKING CONDITIONS**

### **Article 43 – SPECIFIC CONDITIONS APPLICABLE TO AMBASSADORS**

#### **43.1 Uniforms**

The Employer shall provide the uniforms Employees must wear while they are fulfilling their duties. It will also continue to cover the costs associated with the cleaning and polishing of shoes.

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

#### **43.2 Number of visits**

The Employer shall make reasonable efforts in order not to allocate more than two (2) visits per shift entrusted to an ambassador.

#### **43.3 Change of clothes and preparation**

Employees shall be given an additional fifteen (15) minutes in order to change clothes during a meal break, as well as an additional thirty (30) minutes to get ready for an assignment at the beginning of a shift.

#### **43.4 Languages**

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

#### **43.5 Premium**

The Employer shall pay a premium of twelve dollars (\$12) with respect to any assignment requiring that at least four (4) hours be spent hosting labs or workshops. Such a premium shall be added to the Employee's basic salary.

#### **43.6 Status**

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

#### **43.7 Excluded provisions**

Given the nature of the work entrusted to ambassadors, the provisions of subsections 47.1, 47.10 (1<sup>st</sup> paragraph), 47.11, 47.12 (first two (2) paragraphs), 47.13, 47.14 (2<sup>nd</sup> paragraph), 47.15, 47.16, 47.18, 47.23, and 47.37 will not apply to term Employees governed by this Article 43.

### **43.8 Schedule / Availability**

Term Employees who hold an ambassador's position must, no later than seven (7) days before a schedule is posted in accordance with the provisions of subsection 38.1, confirm the interval of unavailability they intend to oppose to the upcoming schedule.

A calendar of dates (in connection to which Employees must confirm their availability) shall be provided to the Union at the beginning of each and every fiscal year.

In the event where any of the deadlines referred to above was not met, the Employer shall conclude that term Employees who hold an ambassador's position are available on a full-time basis (i.e., without any restrictions or limitations) and can be assigned accordingly.

### **43.9 Call priority**

Employees who hold an ambassador's position shall be assigned (i) based on the availabilities they disclosed, according to call priority status on the counter, and (ii) based on needs, in accordance with their skills and qualifications.

Assignments will be confirmed as schedules are posted in connection with each and every cycle.

After being informed of a schedule, Employees who hold an ambassador's position will have forty-eight (48) hours to extend or otherwise modify their intervals of unavailability. In so doing, they shall comply with the assignments allocated at the time the schedule was posted.

### **43.10 Assignments**

Once a schedule has been posted, the Employer shall allocate assignments while taking into account the intervals of availability reported by Employees who hold an ambassador's position.

Ambassadors shall be assigned in accordance with their job title, the call priority rank they are given on the counter, and (based on current needs) their skills and qualifications.

The Employer shall, in compliance with the requirements below, grant Employees a certain amount of time so they can confirm their ability to perform short-term assignments:

- In the case of needs that must be fulfilled within the next twenty-four (24) hours, the Employer shall contact the Employee directly. In the event where the Employee did not answer and the Employer was unable to leave a voice message, the Employer shall attempt to contact the next Employee in accordance with the provisions of subsection 47.11. The Employee to whom a message was left will be given no more than five (5) minutes to confirm their availability and attendance.
- The same procedure shall apply to needs that must be fulfilled within the next twenty-four (24) to forty-eight (48) hours – being understood and agreed, however, that Employees will be given up to twenty (20) minutes to confirm their availability and attendance.
- The same procedure shall apply to needs that must be fulfilled within a timeframe extending beyond forty-eight (48) hours – being understood and agreed, however, that Employees will be given up to nine (9) hours to confirm their availability and attendance.

Any Employee who fails to answer the Employer’s call or to confirm their attendance within the applicable timeframe will be deemed to have declined the assignment regardless of the availabilities they had announced.

Any Employee who has not yet received an assignment by 10 A.M. shall be released from the availability it had reported to the Employer.

An ambassador might still be contacted in order to fulfil some one-time need in regards to which they will have no duty or obligation to be available. The Employee, in such a case, will not be deemed to have refused to honor the availabilities they had announced and may neither be sanctioned nor subjected to a penalty.

### **43.11 Modification and cancellation of schedules**

All Changes made to actual work schedules must be notified to Employees at least twelve (12) hours before the new scheduled start time, but no later than 2 P.M. the day before. Cancelled shifts must be notified to Employees at least twenty-four (24) hours before the time at which they were set to begin. Should such notification not be provided in due time, the hours mentioned on the original schedule as well as all additional hours actually worked shall be credited to Employees.

## **Article 44 – SALES REPRESENTATIVES**

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

- a) The vehicle of any sales representative who is allowed to use their own personal vehicle while carrying out their duties shall meet the following minimum standards:
- be of any class of vehicles;
  - be owned or leased under a comprehensive new-car warranty;
  - not remain in use for more than eighty-four (84) months.
- b) The Employee who uses their personal vehicle must, on their own initiative, take out a business insurance policy providing at least one million dollars (\$1,000,000) in coverage.
- c) The authorization discussed in paragraph (a) above shall, as long as the relevant Employee is a sales representative, remain in full force and effect throughout the seven (7) years that will follow the date on which the Employee acquired a vehicle that meets the requirements set forth in said paragraph (a).

### **44.2 Allowance**

The Employer shall pay to sales representatives who meet the aforementioned conditions and use their personal vehicle while carrying out their duties:

- a) A monthly allowance of four hundred and seventy-five dollars (\$475) meant to cover all the costs of using the Employee's personal vehicle in the performance of work on behalf of the Employer;
- b) Such a monthly allowance, which cannot be reduced or decreased in any way, shall be paid at the end of the then current month;
- c) Any sales representatives who uses a vehicle that does not meet the minimum standards shall, instead, be paid an allowance based on the Employer's travel policy as well as a refund of their toll, ferry, and parking expenses.

### **44.3 Absence from work**

The following terms and conditions shall apply whenever a sales representative who is paid the allowance discussed in subsection 44.2 remains absent from work for more than a month:



- a) The Employer shall continue to pay the monthly vehicle allowance throughout the first (1<sup>st</sup>) full or partial calendar month of absence.
- b) The Employer shall then pay an allowance of one hundred and fifty dollars (\$150) per month until the end of the year that will follow the date on which the Employee stopped showing up for work. Such a monthly allowance shall be disbursed at the end of the month to which it relates.
- c) The sales representative who must remain absent from work throughout a whole year may request that their monthly allowance be paid as a lump sum at the start of such absence. In the event where the sales representative returned to work prior to their scheduled return date, the portion of monthly allowance paid so far shall be deducted from any of the eligible payments referred to above.
- d) Should a sales representatives lose their Employee status during their authorized interval of absence, they shall reimburse to the Employer any portion of the allowance paid as a lump sum which is applicable to the period of time that followed the date on which employment ended.
- e) Should a sales representative return to work before the fifteenth (15<sup>th</sup>) day of any calendar month, the Employer shall pay them the whole monthly vehicle allowance they were entitled to during the month in question, as provided for in paragraph 44.2 b).
- f) Should a sales representative return to work on the fifteenth (15<sup>th</sup>) or any later day of any calendar month, the Employer shall pay them an allowance of one hundred and fifty dollars (\$150) for the month they return to work.

#### **44.4 Taxi fares and parking expenses**

The Employer shall refund the taxi fares and parking expenses sales representatives have incurred while visiting clients in the performance of their duties.

Such a refund may not exceed twenty dollars (\$20) whenever it is paid to Employees who already benefit from the monthly allowance discussed in subsection 44.2.

**Article 45 – SPECIFIC CONDITIONS APPLICABLE TO FOREIGN  
CORRESPONDENTS, PARLIAMENTARY CORRESPONDENTS, AND CAMERA  
OPERATORS WORKING ABROAD**

FOREIGN CORRESPONDENTS

**45.1 Overview**

- a) Before increasing or reducing its staff of foreign correspondents from Canada or reallocating such assignments, the Employer must discuss with the Union all the changes it is considering. Any and all assignments available abroad must remain posted during seven (7) calendar days.
- b) Whenever the Employer plans on transferring a foreign correspondent, it must notify the Union in writing after having discussed the matter with the correspondent in question. Such written notice must be given at least three (3) months before the change is meant to take effect.
- c) The Employer, should it ever elect to send a new correspondent abroad from Canada, shall notify the Union of its decision at least two (2) weeks before the effective date of the assignment.
- d) The Employer provides each and every correspondent it has dispatched abroad with all notices relating to management positions to be filled above group 7 as well as to higher positions available within the on-air group.
- e) Before temporarily assigning any national service journalists to an area usually covered by a foreign correspondent, the Employer shall discuss the matter with the latter insofar as they are available. The Employer hereby acknowledges that the temporary assignment of national service journalists must not harm the professional interests of foreign correspondents assigned to the area – especially when considering the contacts and relationships they have established. In fact, the national service journalist must, to the fullest extent possible, work in collaboration with the foreign correspondent assigned to the area.
- f) Subject to programming requirements, all foreign correspondents must be called back to Canada once a year. Foreign correspondents working on an urgent or otherwise important assignment might not be called back.

The Employer shall include in its agenda of annual meetings one (1) day during which foreign correspondents will attend a general meeting as well as a session involving Union representatives.

## **45.2 Rights and privileges**

Any temporary foreign correspondent who is hired for more than one (1) month shall benefit from the same rights and privileges as a regular foreign correspondent, due consideration being given to the relevant pro rata calculations. The Employer shall inform the Union of any such temporary hirings.

## **45.3 Freelancers working abroad**

The Employer reserves the right to retain the services of freelancers who are able to ensure coverage of events that are occurring abroad – in which case it agrees to do its best in order to favor Canadian candidates.

## **45.4 Assignments**

- a) Whenever a correspondent who was hired in (and sent abroad from) Canada is assigned or transferred to another city or country, the Employer shall, in writing, specify the duration of the relevant assignment.
- b) The Employer and the foreign correspondent may, by mutual agreement, amend or renew any assignment upon its expiry.
- c) The Employer shall give each and every foreign correspondent four (4) months' prior notice of its intention to propose the renewal of their assignment or to call them back to Canada upon expiry of said assignment. Foreign correspondents shall provide a similar notice of their own intentions.
- d) The Employer may, regardless of paragraphs a), b), and c) above, cancel the assignment entrusted to a foreign correspondent for any of the following reasons:
  - unsatisfactory performance;
  - changes in news priorities;
  - closure of a foreign office.

## **45.5 Repatriation**

- a) Any Employee assigned as a foreign correspondent for at least three (3) years shall be given, upon their repatriation, a basic salary that cannot be inferior to the one they would have earned had they remained in their former position with the Bargaining Unit – along with the contract they were benefiting from at the time of their departure, if any.

- b) Any Employee assigned as a foreign correspondent for an interval ranging from three (3) to six (6) years shall be paid, upon their repatriation, their basic salary as a correspondent, frozen at the level they had reached at the end of their assignment. Such basic salary shall be maintained until the wages attached to their return position catch up to it.
- c) Any Employee assigned as a foreign correspondents for a continuous or intermittent interval of more than six (6) years shall keep their basic salary as a correspondent as it was increased in accordance with the applicable annual increase percentage.
- d) None of the positions offered at the time of repatriation may ever be governed by the provisions of the Collective Agreement that pertain to posting.
- e) Whenever an assignment ends and the foreign correspondent returns to Canada, the Employer shall, as required, apply the provisions of Article 32 ("Elimination of Positions / Layoffs) in order to address the matter of redundant Employees.
- f) The Employer shall spare no effort in order to accommodate foreign correspondents' preferences in regards to the Canadian location they will work at and to the position they will hold.

#### **45.6 Wages and allowances**

- a) The wage scale provided in Article 63 ("Job groups / Working hours / Pay band), as it relates to group 38, shall apply.
- b) A minimum contract of thirty percent (30%) must be awarded to every foreign correspondent. At the end of one (1) year, the minimum contract must reach thirty-five percent (35%). All foreign correspondents are self-assigned. Unless the notion of work day or work week has been clearly defined, the basic wage scale (to which must be added a basic contract involving each and every foreign correspondent) shall be designed in order to compensate professional services as well as the operational requirements of the job. Such a contract may be negotiated at a higher rate than the minimum in order to account for workload and other occupational conditions. Negotiations shall take place once or twice a year and occur on a strictly individual basis (i.e., between the Employer and the relevant foreign correspondent). It is hereby understood and agreed that these additions shall come into force and effect on April 1<sup>st</sup> of each year or on the foreign correspondent's assignment date.

- c) Foreign correspondents shall, at their sole and absolute discretion but insofar as it proves legally possible, be paid in local currency or in Canadian dollars. In the latter case, their wages shall be deposited into a Canadian bank account, in proportions they will have previously specified.
- d) No withholding shall ever be made against wages or allowances without prior notice.

#### **45.7 Service abroad**

Foreign correspondents assigned from Canada shall be paid the same allowance as members of personnel working abroad in accordance with the Employer's corporate regulations.

#### **45.8 Hazard allowance**

Any foreign correspondent who is assigned to an area where war could potentially erupt must be paid fifty dollars (\$50) per day as an additional allowance.

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

The Employer shall accept the refusal of any foreign correspondent to work within an area where a war, a riot, or an insurrection could potential take place. Any such refusal submitted without valid reasons may, upon review, put into question the Employee's appointment as a foreign correspondent – especially if the area in question is located within the region said Employee usually covers.

#### **45.10 Travel records**

The Employer shall keep individual records on all its foreign correspondents and their personal travel expenses. Any and all requests pertaining to the refund of travel expenses must be submitted by the department manager. Any foreign correspondent may have access to their travel records by means of a written request aimed at obtaining a refund.

#### **45.11 Business class flights**

Management or any of its authorized representatives may allow a foreign correspondent to take a business class flight whenever they must get to work upon their arrival, the assignment they just completed was particularly demanding, or the flight in question must last more than ten (10) hours.

#### **45.12 Travel expenses**

Provided that a foreign correspondent has been abroad for at least two (2) years, the Employer shall cover their (and their family members') travel expenses so they can return to Canada on an annual leave.

#### **45.13 Repatriation costs**

Whenever relevant and subject to the terms, conditions, and requirements of human resources policies, all costs associated with the repatriation of foreign correspondents and their family members shall be borne by the Employer.

#### **45.14 Authorized expenses**

Customary expenditures shall be maintained at their current level, being understood and agreed that the Employer may review its priorities and notify foreign correspondents of expenses that will (or will not) be allowed in the future. As in the past, any request pertaining to an additional allowance will be considered on its merits.

#### **45.15 Benefits**

All calculations relating to pension plan contributions shall be based upon the rate that the Employer applies to basic wages.

- a) The group life insurance the foreign correspondent is registered to shall remain consistent with the limits of coverage they selected at the time an application was filed in connection with the new insurance plan that came into force and effect on April 1<sup>st</sup>, 1977, as well as with the authorized group life insurance that covers both wages and the contract. Said group life insurance shall come into play whenever death occurs (regardless of cause or circumstances). It shall, following any repatriation to Canada, apply only to basic wages.
- b) The Employer shall, with respect to all Employees who must travel while performing their duties and free of charge, take out an insurance policy that covers accidental death and dismemberment up to twenty-five thousand dollars (\$25,000). Employees who are assigned to any area where war could potentially erupt automatically benefit from an additional coverage of five hundred and seventy-five thousand dollars (\$575,000) – which brings their overall coverage to six hundred thousand dollars (\$600,000).
- c) Under the terms and conditions of the optional twenty-four (24)-hour insurance that covers accidental death and dismemberment, foreign correspondents may, on April 1<sup>st</sup> of each year, take out up to five-hundred

thousand dollars (\$500,000) in insured principal. Should they be accidentally killed while working within an area where war could potentially erupt, their appointed beneficiaries would receive fifty percent (50%) of said insured principal.

#### **45.16 Medical expenses and hospital bills**

The Employer shall take charge of any reasonable medical and hospital expenses (incurred by foreign correspondents and their family members) that exceed what is actually covered under insurance plans. From the outset, the Employer shall pay one hundred percent (100%) of all premiums associated with health and hospital insurance policies taken out for the benefit of Employees assigned abroad. It may grant a cash advance whenever a medical bill exceeds two hundred dollars (\$200).

#### **45.17 Leaves**

- a) Permanent foreign correspondents shall be entitled to four (4) weeks' annual leave. Foreign correspondents who have earned twenty (20) years of ongoing service shall, for their part, be entitled to five (5) weeks' annual leave. Such annual leave is increased to six (6) weeks the moment a foreign correspondent reaches twenty-five (25) years of ongoing service. Depending on departmental requirements, some annual leaves may have to be taken all at once. No annual leave may ever be carried over to another year without management's explicit consent. Credits for annual leaves left unused or that cannot be carried over must, each year, be paid in cash.
- b) Following consultation on the matter, any foreign correspondent shall be granted one (1) week's uninterrupted leave with respect to every quarter – except for the one during which they take their annual leave. It is up to them to plan both their schedule and coverage so as to be free at the time. No such leave may ever be carried over or paid in cash. Any leave that is not taken during the relevant quarter will be lost. Depending on departmental requirements, foreign correspondents may be granted at least two (2) consecutive days of additional leave per calendar month.
- c) Each and every foreign correspondent must submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the month that follows the relevant quarter. Such report must indicate what type of leaves the correspondent has taken – annual leave, quarterly leave provided for in paragraph 45.17 b), special leave, or sick leave – as well as any and all other kinds of absence.

#### **45.18 Settlement of grievances**

- a) The grievance settlement and arbitration procedure provided for in this Collective Agreement shall apply to Employees assigned as foreign correspondents – due consideration being given to the following amendment:

Grievance hearings and arbitration: all meetings convened for the purpose of reviewing and arbitrating grievances must take place in Canada.

- b) The Parties shall take all actions, measures, and initiatives at their disposal (including videoconferencing) in order to spare the correspondent a trip to Montréal and to suspend applicable deadlines so proceedings take place while the correspondent happens to be in Montréal. The Employer shall take charge of all the expenses incurred by a correspondent whose physical presence in Montréal is required for arbitration purposes.

#### **45.19 Exclusions**

None of the articles listed below shall ever apply to foreign correspondents. The list in question may be amended at any given time.

- Article 23 - Postings
- Article 24 – Recruiting
- Article 25 – Temporary assignments and upgrades
- Article 26 – Transfers
- Article 32 – Elimination of positions / Layoffs (in cases of repatriation only)
- Article 33 – Technological upgrades (in cases of repatriation only)
- Article 35 – Working time
- Article 36 – Meal breaks
- Article 37 – Daily and weekly time off
- Article 38 – Work schedule
- Article 39 – Overtime
- Article 40 – Callbacks
- Article 41 – Remote availability
- Article 42 – Compensatory leaves



- Article 50 – Statutory holidays
- Article 51 – Annual leaves
- Article 53 – Jury duty
- Article 65 – Night shift premiums
- Article 66 – Shift differential
- Article 70 – Work clothes allowance
- Article 71 – Travelling
- Article 72 – Travelling allowance
- Article 73 – Use of a motor vehicle
- Article 74 – Accommodations

## PARLIAMENTARY CORRESPONDENTS

### **45.20 Parliamentary Correspondents**

Most appointments or transfers to a parliamentary correspondent position with the Employer’s bureau located on Parliament Hill (Québec City) are meant to cover three (3) years and can be extended upon mutual agreement.

Upon expiry of such an appointment, Employees shall be transferred in accordance with both the Employer’s needs and the Employees’ wishes. Should the Parties fail to agree on the place of reassignment, Employees shall be transferred to the newsroom to which they report. Any Employee who must be transferred must be given a four (4)-month prior notice to that effect.

## CAMERA OPERATORS WORKING ABROAD

### **45.21 Local Employees working abroad**

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

### **45.22 Interest call**

Whenever the Employer requires the services of a camera operator in order to honor its obligations in connection with a foreign office, it may conduct an interest call among Employees who are governed by this Collective Agreement.

## **45.23 Specific conditions**

The conditions below shall apply to any Employee who is given this assignment:

- The Employee, as long as they remain bound by the assignment, (i) shall not be governed by the working conditions set forth in the Collective Agreement, and (ii) will continue to earn seniority.

The Employer and Employee shall negotiate a contract which, at the very least, must contain the following provisions whenever they differ from the Employer's policies and procedures:

- conditions and frequency of repatriations;
- quarterly leaves;
- life and medical insurance;
- additional compensation;
- terms and conditions surrounding overtime.

As well as (whenever relevant):

- costs associated with children's education;
- housing allowances;
- hazard allowances.

Any Employee assigned as a camera operator working abroad shall be paid, upon their repatriation, a basic salary that cannot be inferior to the one they would have earned had they remained in their former position with the Bargaining Unit.

All the Employees assigned as camera operators working abroad are governed by the provisions of subsection 45.18 that relate to the grievance procedure.

## **Article 46 – SPECIFIC CONDITIONS APPLICABLE TO PERMANENT PART-TIME EMPLOYEES AND PERMANENT FULL-TIME EMPLOYEE WORKING PART-TIME**

### **46.1 Definition**

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

The Employer shall, at least a month in advance, inform permanent part-time Employees of any changes made to their work days.

#### **46.2 Agreement between the Parties**

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

The Parties may also agree on the creation of part-time positions whose work days are not yet defined at the time they are posted.

#### **46.3 Confirmation of availability**

Any permanent part-time Employee who wishes to complete their work week must confirm their availability as soon as a position is awarded to them, and then prior to January 15 of every year – failing which the Employee's annual availability is the only one that will be taken into account whenever assignments are allocated.

Permanent part-time Employees must be given precedence over term Employees insofar as the assignment they are given will not generate overtime, they display all necessary skills and qualifications, and operational requirements allow it. Whenever permanent part-time Employees possess the same skills and qualifications, an assignment will be given to the one who has gathered the most seniority.

During the period of time discussed in paragraphs 47.11 to 47.13, the Employer shall, in accordance with the annual availabilities he was confirmed, fill out the work weeks of permanent part-time Employees before he can offer long-term assignments to term Employees.

During the period of time discussed in paragraphs 47.14 and 47.15, any permanent part-time Employee who has not yet been awarded any kind of assignment may make changes to their availabilities no later than seven (7) days before the posting referred to in subsection 38.1. Following such changes, they shall comply with the obligations and deadlines defined in paragraphs 47.16 to 47.18.

No permanent part-time Employee may ever modify their availabilities once they have been informed that their services were retained in connection with foreseeable needs.

They may not, either, claim priority over needs or requirements that were satisfied by term Employees while they, themselves, were unavailable.

## **46.5 Benefits**

Subject to eligibility requirements and applicable law, permanent part-time Employees qualify for the benefits provided under this Collective Agreement as well as for all staff benefit plans. Proceeds payable under life and disability insurance policies (including in the case of short-term disability) shall be prorated in accordance with the hours the Employee actually worked (to the exclusion of any and all overtime).

## **46.6 Statutory holidays**

Any Employee who is entitled to their salary for at least fifteen (15) of the thirty (30) days that came before a holiday have the right to take a paid statutory holiday on account of a holiday during which they do not work. The Employee who is entitled to their salary for less than fifteen (15) days, although they are not eligible for a paid holiday, shall be paid one twentieth (1/20) of the wages they earned throughout the thirty (30) days that came before the holiday.

The Employee will not be paid for a statutory holiday if (without any kind of authorization) they fail to show up for work on that day, or, for any other reason, they are not entitled to their salary during the week in which the statutory holiday happens to fall.

## **46.7 Annual leaves**

Permanent part-time Employees earn annual leave credits on a pro rata basis, according to the number of hours they work.

## **46.8 Priority applicable to full-time positions**

Any permanent part-time Employee who has gathered two (2) years of seniority in their current position shall be given precedence should it become necessary to fill any permanent full-time position that has become vacant or has just been created under the same job title.

In order to benefit from such precedence, the permanent part-time Employee must apply for the posted position. The validation process described in paragraphs 24.5 a), b), and c) as well as in subsection 24.6 shall apply insofar as the candidate possesses all the skills and qualifications mentioned in the posting. Any permanent part-time Employee who meets the regular requirements associated with the position shall be recognized precedence regardless of experience, seniority, or the grade they have obtained in relation to the passing score.

Permanent part-time Employees may only exercise such a priority once within each interval of twelve (12) consecutive months.

The Employee may, within the first thirty (30) days they spend working in their new position, ask to be returned to their former position under the same status and working conditions. Whenever relevant, the provisions of paragraph 23.1 f) shall apply to such return.

#### **46.9 Moving up the wage scale**

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

#### **46.10 Redundant positions**

Even though permanent part-time Employees whose positions have been declared redundant are governed by the provisions of Article 32 (“Elimination of Positions / Layoffs”), they may exercise against other permanent part-time Employees the bumping options defined in subsection 32.8.

#### **46.10 Severance pay**

Whenever permanent part-time Employees must receive severance pay in accordance with the provisions of Article 32 (“Elimination of Positions / Layoffs”), the interval of seniority entitling them to this pay must correspond to the sum of all the periods of part-time work, once they have been converted into equivalent full-time work. If need be, such part-time seniority shall take into account all the periods during which an Employee has worked on a full-time basis.

#### **46.11 No transformations**

The provisions of this Article 46 must not be invoked in order to split the need for a permanent full-time position.

The Employer will never be allowed to convert an Employee’s full-time position into a part-time position.

#### **46.12 Meeting of the LRC**

Any conversion of a vacant full-time position into a permanent part-time position must be discussed during a meeting of the Labour Relations Committee.

#### **46.13 Part-time work**

a ) The Employer hereby acknowledges that some permanent full-time

Employees may wish to work part-time in certain circumstances. Hence, provided that operational requirements allow it, the Employer shall offer part-time work to such Employees for up to twelve (12) months.

- b) With the exception of the full-time employees' pension plan, all benefits applicable to permanent full-time Employees who require to work part-time shall be prorated in accordance with the number of hours they actually work (exclusive of any and all overtime). Such Employees will continue to earn seniority based on the number of hours they work.
- c) Before the end of the twelve (12)-month period, permanent full-time Employees who have invoked the provisions of paragraph (a) above shall decide whether they want to continue working part-time. In the event where the Employer wished to fulfill a need for part-time work and operational requirements allowed it, such Employees may be granted permanent part-time status.
- d) Permanent part-time Employees who still meet all eligibility criteria will continue to participate in the pension plan.

## **Article 47 – SPECIFIC CONDITIONS APPLICABLE TO TERM (OCCASIONAL) EMPLOYEES**

### **47.1 Reasons for hiring**

The Employer may hire a term Employee in order to replace an absent Employee, to address an emergency or other particular circumstances, or to fulfill spontaneous needs or requirements.

Should the Employer decide not to fully or partially replace an absent permanent Employee throughout an interval or more than three (3) months, the Parties shall discuss the matter during meetings of the Labour Relations Committee.

No provision of this Article shall ever be invoked as a justification for not filling a vacant permanent position.

### **48.1 Duration of the assignment / Minimum number of hours**

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

They shall be paid in accordance with the number of hours they have worked, while earning a minimum credit equivalent to four (4) hours per shift.

Term Employees may only be assigned to a minimum of four (4) hours in the following instances:

- to replace Employees who are missing work on account of a medical appointment or an authorized absence of four (4) hours or less;
- to replace an Employee who leaves work during their shift on account of an illness or an accident or for any other reason;
- to undergo training for no more than four (4) hours;
- to accommodate ambassadors;
- in accordance with the provisions of Letter of Agreement 4 (“Re-speakers and closed captioners working in Québec”);

Except when it comes to ambassadors and re-speakers/closed captioners working in Québec, provisions dealing with the consequences of not following up on disclosed availabilities will not apply in cases where an Employee refuses an assignment according to which they would be entitled to a minimum credit of less than four (4) hours.

### **47.3 Probationary period**

All term Employees shall undergo the probationary period discussed in subsection 27.4 (“Probationary Period”) – being understood and agreed, however, that the provisions of subsection 27.4 will not apply to them.

### **47.4 Counter**

In order to establish a call priority ranking, the Employer shall compile a calling list for each department, city, and job title.

In so doing, it shall allocate a separate counter to each and every term Employee.

### **47.5 Updating the counter**

- a) In order to properly allocate the assignments contemplated in subsection 47.12, the counter must be updated at the beginning of every period defined in subsection 47.11.
- b) The number of days a term Employee has worked is taken into account, as must be the days discussed in Article 2 (“Definitions”).
- c) Whenever lists are updated, the Employer, with respect to each and every term Employee, must determine how many days must be added to the counter while taking into consideration the number of hours paid at the

regular rate since the lists were last updated (exclusive of any and all overtime).

- d) Subject to the provisions of subsection 47.8, calculations involving the number of days to be added to the counter must only take into account the number of days an Employee has worked in the same city. In other words, a term Employee who has worked in Montréal, Québec, and Sherbrooke would be allocated a counter for each one of those three (3) cities.
- e) Days worked during a trial period must be added to a term Employee's counter regardless of whether or not the latter has been confirmed as the holder of the job title the trial period relates to.
- f) Any term Employee may, within the twenty (20) days that follow the registration of the number of work days to a counter, provide the Employer with a written and fully detailed and supported request for the correction of said work days. Any counter that has not been challenged within the timeframe set forth above shall become official and unappealable by means of a grievance.
- g) Once he has received a request for correction, the Employer shall have twenty (20) calendar days to issue a written decision on the matter. The term Employee may then challenge said decision by initiating the grievance procedure provided for in the Collective Agreement.
- h) Once the counter has been updated, the term Employee shall be, until the next update, assigned in accordance with their call priority status.

#### **47.5.1 Specific conditions applicable to research journalists**

Any term Employee who was awarded the job title of "research journalist" will have days added to their counter whenever they work as a researcher (contract status).

#### **47.6 Trial period / Working the counter**

- a) Each and every new job title the term Employee will occupy will be contingent upon a one hundred and thirty (130)-day trial period that may be extended by an interval of eighty (80) days worked upon written notice to the Employee and provided that the Union has agreed to it. Only the days worked during a twenty-four (24)-month interval will be considered in the context of a trial period.



- b) Any term Employee can oppose their counter to the job title the Employer has awarded them.
- c) A term Employee may benefit from the call priority attached to their counter in regards to each and every job title in connection to which they completed a trial period corresponding to one hundred and thirty (130) days worked.
- d) The Employer shall, as soon as the trial period begins, assign the term Employee in accordance with the number of days their counter shows.
- e) The term Employee who wishes to work in a city other than the one in which they completed the trial period attached to their job title must undergo another trial period even if they are reassigned under the same job title.
- f) The Employer must assess the performance of any term Employee who is halfway through their trial period. Whenever the trial period is extended, another performance assessment must take place at the beginning of the extension period.
- g) Should the Employer find itself dissatisfied with the trial period, the term Employee will not be given the job title.
- h) The Employer may, at any given time before the end of a trial period, confirm the job title of a term Employee.
- i) Failure to successfully complete a trial period shall have no impact on the number of days worked and registered on a counter. In other words, all days worked are added to the term Employee's counter regardless of the outcome of their trial period.
- j) On the other hand, completing a trial period successfully will not allow a term Employee to demand that all the assignments attached to their job title be awarded to them. Available assignments shall be allocated in compliance with the principles discussed below.

#### **47.7 Assignment process**

- a) Whenever long-term, medium-term, and short-term assignments must be awarded, term Employees shall be selected in accordance with their job title, their call priority status, and the Employer's then current needs.
- b) The assignment process must also take into account the term Employee's professional skills and qualifications.

- c) Both Parties hereby acknowledge the necessity of upholding the call priority status established in regards to each job title as well as the Employer's right to assign term Employees on account of their skills and qualifications and in accordance with its own needs and requirements.
- d) Term employees should, whenever necessary, discuss their personal interests and objectives with their manager. Should the Employer come to the conclusion that its operational and replacement requirements allow it, it shall contemplate offering new kinds of assignments to interested Employees. It may also consider promoting its term Employees' professional development as well as its own capacity to provide the familiarization and/or training its staff needs. Such an appraisal may (among other possibilities) take place during the assessment process discussed in Article 31.

#### **47.8 Assignment in another city**

The Employer may suggest that a term Employee fulfill a one-time assignment with a station that is located outside of the city where they usually work.

The term Employee, should they accept the assignment, will continue to earn days worked within their usual city up to a maximum of thirty (30) days per assignment.

#### **47.9 Proof of qualifications**

Should it turn out that a term Employee has not worked for at least two (2) years in one of the fields in regards to which they have the right to be called back, the Employer may require them to demonstrate their qualifications before allowing them to replace another employee under the relevant job title.

### **PLANNING AND AVAILABILITY**

#### **47.10 Priority of assignments**

In order to ensure continuity and stability, the Employer, in compliance with the provisions of this Article 47, shall prioritize the assignment of available term Employees whenever needs or requirements arise.

None of the leaves the Employer may grant shall ever be considered as limiting or restricting any availabilities for full-time positions or mandatory week-ends out of two (2).

## **A ) Long term**

### **47.11 Planning**

The Parties, in order to anticipate the needs and requirements referred to in subsection 47.1 and to allow for an appropriate planning of assignments, shall take the following intervals into consideration:

- a ) June 15<sup>th</sup> to September 30<sup>th</sup> corresponds to the summer period;
- b ) October 1<sup>st</sup> to January 15<sup>th</sup> corresponds to the fall period;
- c ) January 16<sup>th</sup> to March 31<sup>st</sup> corresponds to the winter period;
- d ) April 1<sup>st</sup> to June 14<sup>th</sup> corresponds to the spring period.

Term Employees shall be, for planning purposes, deemed to be available on a full- time basis (i.e., without any limitations or restrictions).

### **47.7 Allocation of assignments**

The Employer shall, before the beginning of each and every period, offer anticipated assignments in accordance with job titles, Employees' call priority status on the counter, current needs and requirements, and individual skills and qualifications.

The Employer shall spare no reasonable effort in order to allocate the longest assignment to the available term Employee whose call priority status ranks highest on the counter.

The Employer, relying on its current operational needs and requirements, the call priority status shown on the counter, and the term Employee's skills and qualifications, should suggest that the latter choose between two (2) long-term assignment scenarios.

### **47.8 Acceptance or refusal**

Term employees can accept or refuse any assignment the Employer may offer. Once an offer has been submitted, a term Employee will have until 9 A.M. the following morning to notify their decision. Should they fail to respond within that timeframe, they will be deemed to have refused the offer.

Should a term Employee refuse an offer, the Employer shall resubmit the available assignment in accordance with the criteria set forth in the first paragraph of subsection 47.12.

## **B ) Medium term**

### **47.14 Availability of term Employees**

Term Employees must, no later than five (5) days before a schedule is meant to be posted pursuant to subsection 38.1, confirm their unavailability with respect to said schedule. All term Employees must, at all times, remain available a weekend out of two (2).

A calendar of the dates on which term Employees must confirm their availabilities must be provided to the Union at the beginning of each and every fiscal year.

Should the timeframe referred to above not be met, the Employer shall assume that term Employees are available on a full-time basis (i.e., without any limitations or restrictions) and can be assigned accordingly.

### **47.15 Allocation of assignments**

Due consideration being given to availability, term Employees shall be assigned in accordance with job titles, their call priority status on the counter, current needs and requirements, and their individual skills and qualifications.

The Employer shall spare no reasonable effort in order to allocate the longest assignment to the available term Employee whose call priority status ranks highest on the counter.

The assignments related to each and every cycle shall be confirmed at the time the relevant schedule is posted.

Term Employees who have been notified of the schedule will have ten (10) days to extend or otherwise modify their intervals of unavailability. They shall, nonetheless:

- comply with the assignments allocated at the time the schedule was posted;
- remain available every other weekend (as required in subsection 47.14), even though they might not have been assigned any position at the time the schedule was posted.

## **C ) Short term**

### **47.16 Confirmation of attendance**

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

Term Employees shall be assigned in accordance with job titles, their call priority status on the counter, current needs and requirements, and their individual skills and qualifications.

The Employer shall, in compliance with the requirements below, provide term Employees with a certain amount of time so they can confirm their ability to carry out short-term assignments:

- In the case of needs that must be fulfilled within the next twelve (12) hours, the Employer shall contact the term Employee directly. In the event where the term Employee did not answer and the Employer was unable to leave a voice message, the Employer shall attempt to contact the next term Employee in accordance with the provisions of subsection 47.15. The Employee to whom a message was left will be given no more than fifteen (15) minutes to confirm their availability and attendance.
- The same procedure shall apply to needs that must be fulfilled within the next twelve (12) to forty-eight (48) hours – being understood and agreed, however, that term Employees will be given up to thirty (30) minutes to confirm their availability and attendance.
- The same procedure shall apply to needs that must be fulfilled within a timeframe extending beyond forty-eight (48) hours – being understood and agreed, however, that term Employees will be given until 9 A.M. the next morning to confirm their availability and attendance.

Any term Employee who fails to answer the Employer’s call or to confirm their attendance within the applicable timeframe will be deemed to have declined the assignment regardless of the availabilities they had announced.

#### **47.17 Adherence to availability**

Whenever allocating assignments in accordance with the provisions of subsection 47.16, the Employer shall abide by the following principles:

- a) Any term Employee who does not confirm their attendance within the allotted timeframe may still return the call.
- b) Upon expiry of any of the timeframes set forth in subsection 47.16, any assignment that is still available shall be awarded to the term Employee who returned the call and whose call priority status ranks highest on the counter.
- c) In such a case, the term Employee who is awarded the assignment will be deemed to have adhered to the availability they had disclosed.

#### **47.18 Unavailability**

Any term Employee who did not report any unavailability and who has not yet been assigned is deemed to be available. Should they no longer be available, they must declare so within the interval of time that runs from 12:01 A.M. two (2) days prior to 3:00 P.M. the day before any reported availability. They may not, however, be discharged from the mandatory “any other week-end” availability discussed in subsection 47.14.

Any term Employee might still be contacted in order to fulfil some one-time need in regards to which they will have no duty or obligation to be available. The Employee, in such a case, will not be deemed to have refused to honor the availabilities they had announced and may neither be sanctioned nor subjected to a penalty.

#### **47.19 Partial availability**

Term Employees may, in exceptional circumstances listed below, be granted partial availability in order to work one (1) or several days comprised within a cycle:

- a) to honor medical appointments (due consideration being given to the parameters set forth in subsection 57.6);
- b) to attend academic training in connection with a program that relates to the type of work they are performing (due consideration being given to the parameters set forth in paragraph 29.5 a));
- c) to address unforeseen, family-related issues that require specific adjustments or configurations;
- d) insofar as operational requirements allow it, one (1) day reserved for personal reasons. Except when it comes to a term Employee who declared being available throughout the whole cycle, nothing in the previous sentence must be interpreted or construed as limiting the mandatory “every other week-end” availability.

Partial availability, because it must be awarded one case at a time, cannot be invoked as a precedent. Should a manager ever object to it, the request shall be discussed between the Labour Relations representatives the Parties appointed.

## **D) Peak periods**

### **47.20 Christmas holidays**

Term Employees shall, regardless of the foregoing, declare no later than October 1<sup>st</sup> their preferred availability in regards to the period that will run from December 23<sup>rd</sup> to January 2<sup>nd</sup>. Term Employees must remain available during at least one (1) of the two (2) holiday segments below:

- Christmas: December 23<sup>rd</sup> to 27 (inclusive);
- New Year's Day: December 28 to January 2<sup>nd</sup> (inclusive).

Should the Employer be unable to accommodate the preferences of a specific term Employee on account of departmental needs or requirements, it shall allocate assignments based on the order established by the counter.

### **47.21 Spring break**

Any term Employee must, regardless of the foregoing, be available during the Spring Break whose precise dates shall be determined by the heads of each and every station operated by the Employer, as well as from Holy Thursday to Easter Monday (inclusive). The dates of the relevant Spring Break shall be disclosed prior to October 1<sup>st</sup> of each year.

## **ADHERENCE TO SCHEDULES**

### **47.22 Changes made to availabilities**

Unless they have been explicitly authorized to do so, term Employees may not make changes to the availabilities they declared – although they can extend them at any given time.

### **47.23 Changes made to assignments**

Except in accordance with an agreement entered into with the Employee, no assignment may ever be modified otherwise than in unforeseen circumstances the Employer was totally unaware of at the time the initial schedule was posted.

### **47.24 Failure to follow up on availabilities**

Any term Employee who fails to adhere to the availabilities they reported or provide will be deemed to be the one having earned the least seniority on the callback list at the time a schedule is posted with respect to the next cycle to be planned.

## **RIGHTS AND PRIVILEGES**

### **47.25 Group insurance**

Subject to eligibility requirements and applicable legislation, any term Employee who meets one of the following criteria during thirteen (13) consecutive weeks shall automatically be enrolled in the group insurance program:

- a) compensation for every two (2) payroll intervals equal to at least fifty percent (50%) of the basic wages associated with the position;
- b) a minimum of two and a half (2½) days of work per week.

Still subject to eligibility requirements and applicable legislation, such term Employees shall also be enrolled in the dental plan whose terms and conditions are defined in Article 59 ("Dental Insurance").

### **47.26 Supplementary insurance**

Except when it comes to long-term disability insurance, Employees who are enrolled in the group insurance program shall also benefit from supplementary health insurance and the basic life insurance plan the Employer finances on a pro rata basis and according to the number of hours worked. Employees shall then cover fifty percent (50%) of the difference in relation to the sum of all costs. The wages used to calculate contributions shall be based on the average total earnings of term Employees who have worked throughout the year.

Any Employee who no longer meets the eligibility criteria for thirteen (13) consecutive weeks will be unsubscribed from the program. They may requalify as soon as they meet the above-mentioned criteria thirteen (13) weeks in a row.

### **47.27 Registration with the pension plan**

Term Employees who meet the eligibility requirements discussed in subsection 47.25 may register with the pension plan insofar as they meet the latter's enrollment requirements. Continued registration shall also be subject to the terms and conditions of the plan.

### **47.28 Retention of privileges**

Any Employee whose status changes from permanent or contractual to temporary (term) and who is otherwise eligible for benefits shall continue to enjoy such benefits insofar as they comply with the eligibility requirements defined in subsection 47.25.



#### **47.29 Requalification**

No term Employee whose employment status has changed for whatever reason shall ever be required to requalify.

#### **47.30 Employees who have worked less than thirteen (13) weeks.**

Any term Employee who does not meet the eligibility requirements discussed in subsection 47.25 shall be paid seven percent (7%) of their basic salary in lieu of benefits and shall earn sick leaves at a rate of one and a quarter (1¼) day for every twenty (20) days worked. Such leave credits shall accrue up to maximum of five (5) days.

#### **47.31 Weekly time off**

Term Employees who are allocated the equivalent of nine (9) days of work on the most recent posted schedule shall be entitled to weekly days off in accordance with the provisions of subsection 37.2.

#### **47.32 Accrual of annual leaves**

All term Employees earn annual leave credits to be paid on a pro rata basis, according to time worked. A term Employee's annual leave shall be paid at the hourly rate associated with the function (i) they are assigned to on an ongoing basis, or (ii) they occupied the most frequently throughout the previous year.

#### **47.33 Unpaid leaves**

Any term Employee who has worked for the Corporation for over three (3) years may, in writing, request a leave without pay to the Employer.

All leaves without pay shall be granted in accordance with operational needs and requirements. They will be authorized only in order to allow a term Employee to participate in a professional development or enhancement project which, from the outset, relates to the position they occupy.

No leave without pay may ever last more than six (6) months – being understood and agreed that the Employer may, in exceptional circumstances, agree to an extension.

The provisions of subsections 55.4 and 55.5 may apply, whenever relevant.

#### **47.34 Wage scales**

Term Employees shall move up the relevant wage scales according to the number of days they actually worked.

#### **47.35 Basic wage progression**

Notwithstanding the foregoing, any term Employee shall, at the very least, progress within the salary band they are assigned each time they earn two (2) calendar years of ongoing service.

#### **47.36 Overtime**

No term Employee shall ever accrue seniority days on the counter on account of the fact that they worked overtime or during a day off.

In order to calculate the relevant number of seniority days, one shall divide the total number of hours worked throughout a cycle by the number of regular hours found in a work day.

Article 63 (“Job groups / Working Hours / Pay band”) sets forth the number of hours that correspond to a work day under each and every job title.

#### **47.37 Switching to permanent status**

As soon as a term Employee has been assigned full-time and on an ongoing basis to the same specific need or requirement during an interval of twenty-four (24) consecutive months, the Employer must create a permanent position and offer it to said Employee. Should the latter decline such a permanent position, the provisions of Articles 23 (“Postings”) and 24 (“Recruiting”) shall apply.

#### **47.38 Optimization**

The Employer shall avoid hiring several term Employees in view of filling the same position, so they will not be forced to allocate such position to a single Employee.

#### **47.39 Statutory holiday credits**

Any term Employee who is entitled to their salary for at least fifteen (15) of the thirty (30) days that came before a holiday have the right to take a paid statutory holiday on account of a holiday during which they do not work. The Employee who is entitled to their salary for less than fifteen (15) days, although they are not eligible for a paid holiday, shall be paid one twentieth (1/20) of the wages they earned throughout the thirty (30) days that came before the holiday.

#### **47.40 Restrictions**

None of the following articles of the Collective Agreement shall ever apply to term Employees:

- Article 32 – Elimination of positions / Layoffs
- Article 33 – Technological upgrades
- Article 54 – Deferred salary leaves
- Article 55 – Unpaid leaves

## **Article 48 – SPECIFIC CONDITIONS APPLICABLE TO CONTRACT EMPLOYEES**

### **48.1 Contractual duties and obligations**

Employees governed by this Article are assigned to the functions listed below (or to functions that include the activities listed below):

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

The Parties hereby agree that the total payroll of such contract Employees shall never account for more than eighteen percent (18%) of the payroll<sup>1</sup> of permanent Employees who are members of the Bargaining Unit.

The Parties shall, during the month of April of each year, meet in order to confirm whether or not the percentage set forth above was complied with. Prior to such a meeting, the Employer shall disclose to the Union the payrolls associated with contract Employees on the one hand, and with permanent Employees who are members of the Bargaining Unit on the other.

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<sup>1</sup> For the purpose of this Article, “payroll” refers to the basic annual wages an employee actually earns each year.

Should the eighteen percent (18%) threshold be exceeded during any given calendar year, the Employer shall either create permanent positions that it must post in accordance with the provisions of Article 23 (“Postings”), or terminate some contracts in order to bring said percentage back within the prescribed limit.

In the event where a new job description was created, the functions and percentage discussed above might be revised upon mutual agreement of the Parties.

No Permanent Employee who fulfills any of the contractual functions listed above shall ever be governed by this Article.

#### **48.2 Subsection 34.2**

None of the provisions above shall ever be interpreted or construed as limiting the Employer's ability to call upon (and hire on a contractual basis) any of the individuals referred to in subsection 34.2.

#### **48.3 Experimental projects**

- a) The Employer may, on a contractual basis and in addition to the Employees referred to in subsection 48.1, hire individuals who will be assigned to experimental projects meant to last a certain amount of time. The Parties hereby agree that the total payroll of such contract Employees shall never account for more than five percent (5%) of the payroll of permanent Employees who are members of the Bargaining Unit.
- b) Whenever filling such contract positions, the Employer shall conduct an initial interest call so interested Employees can apply by providing their names to the manager in charge.
- c) In the event where not a single Employee was able to demonstrate that they possess the expertise, knowledge, and/or experience required to fulfill the Employer's needs, the latter may, in compliance with the provisions of this subsection, hire someone else on a contractual basis.
- d) The Employer shall, upon request from the Union but no more than once a year, hold a meeting with a representative appointed by the Union in order to discuss ongoing experimental projects, and whenever relevant, the issues associated with such projects.
- e) If, as part of an experimental project, a contract Employee governed by this Article performed thirty-six (36) months of ongoing service in the same position, the Employer may, upon agreement with the Union, create and

post a permanent position or confirm the contractual status – in which case the contract position must be included in the staff headcount referred to in subsection 48.1. Whenever the experimental project involves an Employee who carries out journalistic duties, the relevant position must be posted by the Employers after thirty-six (36) months.

#### **48.4 Acceptance of an offer**

The contract, which is to have a specific term, must be negotiated between the Employer and every single Employee involved. The latter will be given forty-eight (48) hours (exclusive of any weekly day off or statutory holiday) to accept the Employer's offer.

#### **48.5 Term of the contract**

- a) Contracts shall be negotiated an assignment at a time or on account of specific terms ranging from thirteen (13) to fifty-two (52) weeks. The Employer may not enter into successive short-term contracts in order to avoid making annual commitments.
- b) The Employer may enter into contracts that span less than thirteen (13) weeks in order to replace Employees, to assign specific people to programs for a short period of time, to address excessive workloads, and to extend the term of existing contracts.

#### **48.6 Compensation**

No compensation may ever be lower than the basic wage rate provided for in the Collective Agreement. Employees shall be allowed to negotiate wages and/or working conditions that are higher or more favourable than those provided hereunder.

#### **48.7 Scope of a contract**

Contracts shall come into force and effect upon the date of their signature and execution or any other date the Employer and the Employee agreed upon. The Employer shall provide the Union with a copy of each and every contract within ten (10) days of its signature and execution.

- a) Commitment contracts must include the name of the Employee, their personal address, the dates on which their commitment will begin and end, the program(s) they will be assigned to, as well as the compensation agreed upon (including the number of additional leave days).

b) Commitment contracts must also provide details on the compensation negotiated under subsection 48.6, as well as any other relevant term or condition.

#### **48.8 Consensual termination**

Any contract may be terminated before the end of its term insofar as both the Employer and the Employee agree to it.

#### **48.9 Premature termination**

The Employer may terminate any contract by providing advance notice or financial compensation corresponding to:

- two (2) weeks, whenever the contract is meant to last thirteen (13) weeks or less;
- four (4) weeks, whenever the contract is meant to last more than thirteen (13) weeks;

...or, alternatively, by paying an amount equal to the portion of compensation the notice is meant to cover.

It is hereby understood and agreed that the Employer may terminate a contract without advance notice or compensation whenever disciplinary violations can be invoked.

#### **48.10 Employees who have earned less than three (3) years of seniority**

The Employer will never have to justify terminating or not renewing the contract of any Employee who has not yet earned three (3) years of seniority.

#### **48.11 Employees who have earned at least one (1) year of seniority**

Should the Employer elect not to renew the contract of an Employee who has earned at least one (1) year of seniority, it shall provide them with four (4) week's advance notice or the equivalent compensation.

Should it ever elect to terminate or not to renew the contract of an Employee who has earned at least one (1) year of seniority, the Employer shall, at the basic rate provided for in this Collective Agreement, pay them a lump sum corresponding to one (1) week of work for each interval of twenty-six (26) weeks of seniority.

#### **48.12 Employees who have earned three (3) years of seniority**

Should it ever elect to terminate or not to renew the contract of any Employee governed by subsection 48.1 who as earned three (3) years of seniority, the Employer shall provide valid grounds for doing so – which much relate to one or more of the following:

- a) the end of the program to which the Employee was assigned under the contract;
- b) changes in the objectives and production methods of the program to which the Employee was assigned under the contract;
- c) recruiting of someone from within or outside the Corporation who happens to be better qualified for the position or is likely to cope more efficiently with market changes and/or competition;
- d) reduction of the number of Employees assigned to the relevant function;
- e) reduction of the budget allocated to the program to which the Employee was assigned under the contract;
- f) any technological upgrade having an impact on the Employee's function;
- g) failure by the Employee to properly fulfill the contract or any portion thereof;
- h) violation of any of the Employer's articles, by-laws, regulations, or policies;
- i) the fact that the Employee is in a position where their personal interests might go against the Employer's;
- j) the Employee's overall performance, due consideration being given to the program's objectives and/or to the operations of production crews;
- k) the percentage set forth in subsection 48.1.

In the event where a grievance was filed in connection with the termination or non-renewal of the contract of an Employee who has earned three (3) years of seniority, the Employer shall bear the burden of proof.

#### **48.13 Other contract**

In the event where the contract of an Employee who has earned three (3) years of seniority was terminated or not renewed for any of the reasons mentioned in paragraph 48.12 a), b), c), d), e), or f), the Employer shall, within the twelve (12)

months that follow expiry of the non-renewed contract, spare no reasonable effort in order to offer them another commitment contract before it contemplates hiring anyone from the outside. Such an exercise shall be conducted with respect to each and every city, department, and job title.

#### **48.14 Statutory holidays**

Any contract Employee who is entitled to their salary for at least fifteen (15) of the thirty (30) days that came before a holiday have the right to take a paid statutory holiday on account of a holiday during which they do not work. The Employee who is entitled to their salary for less than fifteen (15) days, although they are not eligible for a paid holiday, shall be paid one twentieth (1/20) of the wages they earned throughout the thirty (30) days that came before the holiday.

Employee will not be paid for a statutory holiday if (without any kind of authorization) they fail to show up for work on that day, or, for any other reason, they are not entitled to their salary during the week in which the statutory holiday happens to fall.

#### **48.15 Benefits**

- a) Employees shall, in lieu of benefits, receive an increase of twelve and a half percent (12.5%) of their salary, up to a maximum of \$8,000;
- b) Employees shall, at their own expense and in accordance with applicable terms and conditions, participate in the Employer's benefits plans;
- c) Whenever an Employee elects to participate, the Employer shall deduct at source (i.e., from their salary) their contributions to the Corporation's group RRSP as well as to all mandatory and optional insurance premiums.

#### **48.16 Pension plan**

The moment a contract Employee meets the eligibility requirements of the pension plan and elects to join, the compensation paid in lieu of benefits under paragraph 48.15 a) shall be suspended. The contract Employee shall then have access to the benefits plan, whose costs must be borne by the Employer.

#### **48.17 Insurance premiums**

All premiums relating to long-term disability insurance and optional insurance policies shall be paid for by the Employee



#### **48.18 Prior notice**

Whenever the Employer is looking for a candidate who is willing to fill one of the positions listed in subsection 48.1 for an interval of thirteen (13) weeks or more, it shall notify the Employees accordingly by means of a posting meant to remain active during seven (7) business days and describing the function at hand as well as the relevant location and media line.

The Employer shall provide the Union with a copy of the notice the moment it dispatches it for posting purposes.

#### **48.19 Permanent status – Researcher**

- a) The Parties, regardless of subsection 48.1, agree that the annual total of regular hours worked by contract researchers shall never account for more than eighty percent (80%) of the annual total of regular hours worked by all researchers (both contractual and permanent).
- b) In order to remain within the percentage of regular hours set forth in paragraph (a) above, the Employer shall award a permanent, full-time status to a sufficient number of researchers. It is hereby understood and agreed that it has no obligation to grant permanent researcher's positions as long as said percentage is upheld.
- c) In so doing, the Employer must award a permanent employment status to full-time researchers who have gathered the most experience and seniority within the relevant function. No researcher may ever decline the award of a permanent, full-time employment status.
- d) In the event where a permanent researcher was away from work and had to be replaced, the Employer may hire a contract researcher in accordance with the terms and conditions set forth in Article 48 – in which case none of the regular hours said contract researcher will work shall be considered while calculating the percentage discussed in paragraph (a) above.
- e) The Parties shall, during the month of April of each year, meet in order to confirm whether or not the percentage set forth above was complied with. Prior to such a meeting, the Employer shall disclose to the Union the payrolls associated with contract researchers on the one hand, and with permanent researchers on the other.

Should the Parties ever come to the conclusion that the percentage mentioned in paragraph (a) was not upheld, the Employer, in accordance with the process

referred to in paragraph (b), shall award a permanent, full-time status to a sufficient number of researchers.

#### **48.20 Permanent status – Web editors**

- a ) The Parties, regardless of subsection 48.1, agree that the annual total of regular hours worked by contract web editors shall never account for more than fifty percent (50%) of the annual total of regular hours worked by all web editors (both contractual and permanent).
- b ) In order to remain within the percentage of regular hours set forth in paragraph (a) above, the Employer shall award a permanent, full-time status to a sufficient number of web editors. It is hereby understood and agreed that it has no obligation to grant permanent web editor's positions as long as said percentage is upheld.
- c ) In so doing, the Employer must award a permanent employment status to full-time web editors who have gathered the most experience and seniority within the relevant function. No web editor may ever decline the award of a permanent, full-time employment status.
- d ) In the event where a permanent web editor was away from work and had to be replaced, the Employer may hire a contract web editor in accordance with the terms and conditions set forth in Article 48 – in which case none of the regular hours said contract web editor will work shall be considered while calculating the percentage discussed in paragraph (a) above.
- e ) The Parties shall, during the month of April of each year, meet in order to confirm whether or not the percentage set forth above was complied with. Prior to such a meeting, the Employer shall disclose to the Union the payrolls associated with contract web editors on the one hand, and with permanent web editors on the other.

Should the Parties ever come to the conclusion that the percentage mentioned in paragraph (a) was not upheld, the Employer, in accordance with the process referred to in paragraph (b), shall award a permanent, full-time status to a sufficient number of web editors.

#### **48.21 Permanent status – Meteorologists**

- a ) The Parties, regardless of subsection 48.1, agree that any and all needs for meteorologists will be fulfilled by means of permanent Employees. One-time needs may, for their part, be fulfilled by means of contract Employees.

b) In the event where a permanent meteorologist was away from work and had to be replaced, the Employer may hire a contract meteorologist or columnist in accordance with the terms and conditions set forth in Article 48.

#### **48.22 Excluded provisions**

None of the following articles of the Collective Agreement shall ever apply to contract Employees:

- Article 32 – Elimination of positions / Layoffs
- Article 33 – Technological upgrades
- Article 37 – Daily and weekly time off
- Article 38 – Work schedule (except when it comes to self-assigned time)
- Article 40 – Callbacks
- Article 41 – Remote availability
- Article 54 – Deferred salary leaves
- Article 55 – Unpaid leaves

#### **48.23 Individual contract**

An individual contract consists in a one-time commitment to participate in a program or a series of programs, to which only Articles 7 (“Union Dues”) and 61 (“Retroactive Pay / Raises / Compensation Based on Inflation”) shall apply. As a rule, it is entered into by individuals who are hired to host gala events as well as quiz, variety, and comedy shows in areas other than information.

### **Article 49 – SPECIFIC CONDITIONS APPLICABLE TO JOURNALISTIC STAFF**

#### **49.1 Journalistic standards and practices**

The Parties hereby acknowledge and agree that any and all CBC/Radio-Canada journalistic content, regardless of the production sector from which it is released, must comply with the Journalistic Standards and Practices.

They also recognize and agree that information must be comprehensive, factually accurate, and in no way likely to mislead the public. As such, it must, to the fullest extent possible, contain everything that is required in order to properly understand and assess all relevant facts.

## **49.2 Professional duties and obligations**

So the Employer can properly fulfill the mission the Parliament of Canada entrusted to them under the *Broadcasting Act* and related statutes and regulations, the Parties recognize and agree that the Employer's and its Employees' main professional duties and obligations are, first and foremost, to the public – who, in accordance with the provisions of subsection 49.1, is entitled to information that is comprehensive, impartial, balanced, and factually accurate.

## **49.3 Information provided upon hiring**

Given the provisions of subsection 49.1 and subject to the provisions of subsection 6.1, all Employees shall, while performing their duties, comply with the Employer's guidelines – especially those derived from the Journalistic Standards and Practices. In such a context, the Employer shall make sure that any and all new Employees governed by said guidelines are provided with the relevant information at the time they are hired.

All Employees concerned are deemed to have familiarized themselves (and to comply) with the current Journalistic Standards and Practices applied within the CBC/Radio-Canada organization, as they may be amended from time to time.

Once a year, all Employees governed by subsection 49.2 must read and accept all applicable Journalistic Standards and Practices.

None of the activities members of the journalistic staff conduct outside of their professional duties shall ever violate the provisions of the Code of Conduct, of the Conflict of Interests Policy Ethical Considerations, or of the Journalistic Standards and Practices (as they may be amended from time to time) which are likely to apply to them.

## **49.4 Fact checking**

News reports are the result of collaborative efforts drawing on the expertise of all team members. Whenever a disagreement disrupts such a collaboration, the manager or their delegate must decide whether or not:

- a) The Employee performed their duties in accordance with the Employer's policies, guidelines, and standards.
- b) When in doubt (and to the fullest extent possible), the Employee requested and obtained the advice of the Employer's consultants and then acted accordingly.

- c) Any notice, release, or clarification challenging the facts submitted in a news report or a written statement must be brought to the attention of either the Employer or the Employee – in which case the Employer shall validate all relevant facts with the Employee and then respond to the issuer of the notice, release, or clarification.

#### **49.5 Challenge**

The Employer hereby acknowledges the right of any Employee or group of Employees to challenge the implementation of its policies and guidelines in accordance with the provisions of Articles 19 (“Grievance Procedure”) and 20 (“Arbitration Process”).

#### **49.6 Obligation to disclose**

No sanction or penalty may ever result from the implementation of the Journalistic Standards and Practices until such time as the Employee has been duly made aware of said policy or of any modification thereof.

#### **49.7 Continuous assignment**

The Employer shall spare no effort in order to ensure the continuity of a journalist's assignment to a specific event.

#### **49.8 Projects involving special reports**

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

#### **49.9 Defense of an Employee who is being sued in court**

Should an Employee ever be sued in court following the broadcast of a program or news segment they were responsible for, the Employer shall, in compliance with the provisions of subsection 49.10 below, take charge of the Employee's defense and bear all related fees, costs, and expenses insofar as:

- a) The Employee performed their duties in accordance with the Employer's policies, guidelines, and standards.
- b) When in doubt (and to the fullest extent possible), the Employee requested and obtained the advice of the Employer's consultants and then acted accordingly.
- c) Any notice, release, or clarification challenging the facts submitted in a news report or a written statement was brought to the attention of either the

Employer or the Employee – in which case the Employer shall validate all relevant facts with the Employee and then respond to the issuer of the notice, release, or clarification.

#### **49.10 Indemnification**

The Employer shall indemnify any Employee against whom a ruling was made by a civil court, provided that said Employee collaborated to the preparation of their defense and that none of the evidence submitted established any fact or circumstance that went against the requirements of paragraph 49.9 a).

#### **49.11 Judicial deposition**

Any and all Employees who are asked to testify before a judicial or quasi-judicial authority about facts they were required to cover while performing their duties shall be entitled to legal assistance from the Employer.

#### **49.12 Selection of a legal counsel**

The Employer shall, in all the instances contemplated in subsections 49.9 and 49.11, consider the Employee's suggestion of a legal counsel.

#### **49.13 Non-disclosure commitment**

Unless it is forced to do so under some court order, the Employer shall not disclose (in favor of third parties) anything more than the news items it already broadcast.

#### **49.14 Legal disputes**

The Employer hereby commits to challenge in court any legal order pertaining to news items other than those it already broadcast, the moment its legal advisors are of the opinion that such an order is manifestly unfounded in law.

#### **49.15 Disclosure to third parties**

Whenever the Employer (in accordance with the provisions of subsection 49.13) provides third parties with any kind of news items (whether or not they are part of a broadcast), it shall, without undue delay, notify all Employees concerned or, should they be absent from work, their Union representative.

#### **49.16 Awards**

The Employer may, at its sole and absolute discretion, submit to relevant competitions any news reports prepared by members of its staff. Should a prize ever be awarded in consideration for the quality of the work carried out by any members of a team, the Employer shall hand over the prize in question.

Whenever appropriate, the Employer shall allow the Employees concerned to collect an award by themselves.

Any Employee may, with the Employer's prior consent, submit news reports in which they have participated to competitions reserved for individuals rather than for organizations.

#### **49.17 Mention in the credits**

All Employees shall have the right to see their name printed in credits in accordance with the Employer's policies. They may, in writing, require that their name be excluded or removed from credits.

#### **49.18 Documentary services**

The Employer shall make available to all members of its staff documentary services which are likely to fulfill all production needs and requirements.

## SECTION XII – LEAVES AND BENEFITS

### Article 50 – STATUTORY HOLIDAYS

#### 50.1 Compensation of statutory holidays

The days listed below, which all correspond to statutory holidays, shall be paid according to the basic rates applicable:

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

#### 50.2 Configuration of statutory holidays

The same shall apply to any other day officially declared as being a statutory holiday by the federal, provincial, or municipal authorities in place within the area in which an Employee usually works. Whenever a statutory holiday is declared by such authorities on account of the fact that one of the holidays listed in subsection 50.1 happens to fall on a Saturday or a Sunday, it is hereby agreed that only one (1) of those two (2) days will be deemed to be an actual holiday. Should December 27 be declared a statutory holiday instead of December 26, only one (1) of those two (2) days will, at the Employer's sole and absolute discretion, be considered a holiday. The Employer shall, at least two (2) weeks in advance, notify the Employees of the days it will recognize as holidays.



### **50.3 Substituting January 2<sup>nd</sup>**

The Union may, before April 1<sup>st</sup> of each year, request that the Employer to replace the statutory holiday recognized on account of Remembrance Day with a day off on January 2<sup>nd</sup>. The Employer may dismiss such request at its sole and absolute discretion.

### **50.4 Days the Employer declares to be holidays**

All Employees governed by this Collective Agreement shall benefit from any other statutory holidays the Employer may declare.

### **50.5 Leave granted before or after New Year's Day**

In the event where they were not declared statutory holidays by the relevant federal, provincial, or municipal authorities, the Employer shall consider that the following dates coincide with a leave:

- December 31<sup>st</sup> (should New Year's Day fall on a Tuesday);
- January 2<sup>nd</sup> (should New Year's Day fall on a Thursday);

### **50.6 Wage credits**

Any Employee who is entitled to their salary for at least fifteen (15) of the thirty (30) days that came before a statutory holiday have the right to take a paid statutory holiday on account of a holiday during which they do not work – in which case the wage credit shall correspond to the number of regular hours the Employee would normally have worked.

The Employee who is entitled to their salary for less than fifteen (15) days, although they are not eligible for a paid statutory holiday, shall be paid one twentieth (1/20) of the wages they earned throughout the thirty (30) days that came before the statutory holiday.

The Employee will not be paid for a statutory holiday if (without any kind of authorization) they fail to show up for work on that day, or, for any other reason, they are not entitled to their salary during the week in which the statutory holiday happens to fall.

No wages shall ever be reduced on account of a statutory holiday that happens to fall on an unpaid leave used to fulfill a Union-related assignment in accordance with the provisions of Article 8 (“Union Leaves / Rights of the Union”).

## **50.7 Statutory holidays vs. days off**

Whenever a statutory holiday provided for in subsection 50.1 coincides with a day off an Employee was entitled to take, (i) such a day off shall be moved to a date the Employer and the Employee must agree, or (ii) the Employee must be paid an amount equivalent to one (1) regular day worked at the basic hourly rate.

## **50.8 Compensation**

All hours of work performed on a statutory holiday shall be paid at one and a half (1½) time the Employee's basic hourly rate. Whenever the holiday falls during the Employee's regular work week, the minimum payment owed to the latter must be calculated on account of the length of a regular day associated with their job title. Beyond the twelfth (12<sup>th</sup>) hour, all work performed shall be paid at twice the Employee's basic hourly rate – unless the latter is operating under a compressed schedule that already provides for shifts lasting more than twelve (12) hours.

## **50.9 Overlap with a statutory holiday**

No assignment that begins on the day before a statutory holiday and extends to the statutory holiday itself shall ever be deemed to coincide with the holiday, whereas an assignment that begins on a statutory holiday and extends to the day that follows it is deemed to fall on said holiday.

## **50.10 Compensation rate**

Whenever an Employee must leave work on account of an illness or for personal reasons shall be paid at the relevant rate for the hours of their shift they actually worked.

## **50.11 Preferences in regards to statutory holidays around Christmas**

Any Employee must, no later than October 1<sup>st</sup>, inform the Employer of their preferences in regards to the statutory holidays to be granted from December 23<sup>rd</sup> to January 2<sup>nd</sup>.

Such preferences, as they are declared with respect to each location and service, shall be accommodated on account of operational needs and based on job title, employment status (being understood and agreed that permanent Employees come before term Employees), as well as seniority.

Preferences pertaining to statutory holidays to be taken around Christmas, once they are disclosed in accordance with this subsection, shall prevail over any and all requests for annual leaves based on the provisions of paragraph 51.8 b).

### **50.12 Notification deadline**

The Employer shall, no later than November 1<sup>st</sup>, confirm which of the preferences reported under subsection 50.11 it intends to accommodate.

### **50.13 Allocation of statutory holidays**

Any and all preferences in regards to the Christmas holidays that are disclosed past October 1<sup>st</sup> shall be accommodated in accordance with the Employer's operational needs and requirements.

## **Article 51 – ANNUAL LEAVES**

### **51.1 According to seniority**

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

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

### **51.2 Taking leaves**

Leave time accrued throughout any given fiscal year shall be taken during the following one. Employees may take such leave time as it is earned.

### **51.3 Carrying over to the following year**

Any Employee may request in writing that the Employer allow them to carry over to the next year up to half the annual leave time they have earned throughout any current year.

### **51.4 Assignment on the day before a leave**

The Employer must request and obtain the Employee's consent before it can modify the hours assigned on the day before the Employee is meant to take an annual leave.

### **51.5 Accrual of credits**

Employees shall earn annual leave credits in proportion to the number of complete calendar months they have worked during any given fiscal year.

That being said, any Employee who is entitled to their salary with respect to at least ten (10) working days within any given civil month shall have the right to receive a whole credit.

### **51.6 Statutory holidays**

Any and all statutory holidays that coincide with an Employee's annual leave must be credited to them. They may then be added to said annual leave.

### **51.7 Rate of compensation**

The salary owed to a permanent Employee during an annual leave shall be calculated on account of their basic annual wages.

Term Employees, for their part, earn annual leave credits to be paid on a pro rata basis, according to time worked. A term Employee's annual leave shall be paid at the hourly rate associated with the function they are assigned to on an ongoing basis, or, for lack of such continuous assignment, at the hourly rate associated with the function they occupied the most frequently throughout the previous year.

### **51.8 Timeframe and order of awards**

Annual leaves taken within each department shall be awarded on account of operational needs and based on job title, employment status (being understood and agreed that permanent Employees come before term Employees), as well as seniority – during one of these two intervals :

- a ) Between April 1<sup>st</sup> and September 30<sup>th</sup>: the Employee must communicate their preferences before April 1<sup>st</sup>, failing which they shall lose the priority their seniority guarantees. The Employer must, no later than May 1<sup>st</sup>, post the order in which leaves will be taken.
- b ) Between October 1<sup>st</sup> and March 31<sup>st</sup>: the Employee must communicate their preferences before October 1<sup>st</sup>, failing which they shall lose the priority their seniority guarantees. The Employer must, no later than November 1<sup>st</sup>, post the order in which leaves will be taken.

With respect to each of the timeframes defined above, self-funded leaves shall be allocated during a second round, and compensatory leaves during a third round.

Self-funded leaves and compensatory leaves taken within each department shall be awarded on account of operational needs and based on job title, employment status (being understood and agreed that permanent Employees come before term Employees), as well as seniority.

Starting from the timeframes discussed in paragraphs (a) and (b) above, any and all requests for annual leaves submitted past April 1<sup>st</sup> or October 1<sup>st</sup> (as the case may be) shall be accommodated in accordance with operational requirements.

#### **51.9 Refusal to comply with an Employee's selection**

Employees who are denied their selection of annual leave on account of seniority may, along with the Employer, agree on another timeframe to be confirmed before the vacation schedule is posted.

#### **51.10 Weekly time off**

Whenever vacation time is to extend at least a week, the Employer shall spare no effort in order to ensure that the end of annual leaves comes right before days off already scheduled.

#### **51.11 Cancellation on account of illness**

Should vacations ever be cancelled (and subsequently postponed) on account of an illness, an accident, or a hospital stay:

- a) Whenever an Employee receives short-term disability benefits during the five (5) whole days of work that come right before the start of a scheduled annual leave, the vacation period shall be postponed to a later date insofar as such disability benefits have been approved.
- b) In the event where an Employee's annual leave was interrupted for at least five (5) consecutive days on account of an illness or injury that actually disables them (or any shorter period of time spent in a hospital), the days of annual leave they lost shall be deducted from their sick leave credits upon submission of satisfying medical evidence.

#### **51.12 Delay due to the passing of a next of kin**

Should a situation contemplated in paragraph 52.1a) or b) ever occur during an annual leave, the Employee concerned shall be entitled to the leave in question.

The Employer and the Employee may agree that the days of annual leave thus lost will be added at the end of the interval of leave agreed upon or postponed to a later date.

### **51.13 Termination of employment**

Employees who leave their job shall receive a cash payment corresponding to the salary associated with the annual leave credits they still hold at the time.

### **51.14 Self-funded annual leaves**

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

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

Any and all purchases of self-funded annual leaves must comply with the terms and conditions of the plan already in place.

### **51.15 Purchase of annual leaves**

Any term Employee who holds a full-time position during at least one (1) year may purchase five (5) or ten (10) days of annual leave.

## **Article 52 – SPECIAL LEAVES**

### **52.1 Paid leaves**

A special leave with pay may be granted for any of the following reasons:

#### Death

#### a) Five (5)-day leave

Upon the passing of their spouse, of one of their children or of their spouse's children, of their father or mother, or of their brother or sister, an Employee shall be entitled to a paid five (5)-consecutive day leave starting on the day that follows such passing and exclusive of weekly time off or any other leave provided for under this Collective Agreement.

#### b) Three (3)-day leave

Upon the passing of one of their spouse's parents, of their father-in-law or mother-in-law, of one of their grandchildren, of their grandfather or grandmother, or of any other family member who used to live with them (or with whom they used to live) on a permanent basis, an Employee shall be entitled to a paid three (3)-consecutive day leave starting on the day that follows such passing and exclusive of weekly time off or any other leave provided for under this Collective Agreement.

c) One (1)-day leave

Upon the passing of their brother-in-law or sister-in-law, or of their son-in-law or daughter-in-law, an Employee shall be entitled to a paid one (1)-day leave in order to attend the deceased individual's funerals.

At least one (1) more day of leave shall be awarded whenever the funerals must be held more than two hundred and fifty (250) kilometres away.

An Employee may, with the Employer's consent and provided that specific circumstances call for such measures, postpone such days of leave or any portion thereof.

Wedding

An Employee may, in order to get married, benefit from a leave corresponding to five (5) regular work days. Such work days must be taken consecutively, must include the day of the wedding itself, and are exclusive of weekly time off or any other leave provided for under this Collective Agreement.

Assuming that departmental needs or requirements allow it from the outset, the Employee who wishes to attend their brother's or sister's wedding or the wedding of their spouse's brother or sister, or has been asked to officiate or to witness a wedding, must submit a written request to their immediate supervisor before the relevant schedule is posted so one of their weekly days off can coincide with the day on which the wedding must be held.

Moving

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

Divorce

Employees who must appear in court in the context of divorce proceedings are entitled to one (1) day of leave.

Oath

Employees who must attend a swearing-in ceremony in connection with their Canadian citizenship are entitled to one (1) day of leave.

### Emergencies and unforeseen events

The Employer may grant one (1) special leave to any Employee who must deal with family-related issues or unforeseen circumstances that have an impact on them or their family members – such as the illness of a next of kin.

The Employer shall, upon the Employee's request, justify and motivate any refusal to grant such a special leave.

### **52.2 Unpaid leaves**

An Employee shall be entitled to an unpaid leave so they may attend the funerals of their spouse's grandfather or grandmother – in which case they must use time accrued in their bank of compensatory leave in order to still get paid. In the absence of any banked compensatory leave credits, the Employee shall either use one (1) of their annual leave days or miss work without pay.

### **53.3 Definition of "spouses"**

Natural persons who:

- a) are connected through wedlock or a civil partnership and actually live together;
- b) cohabitately and are the parents of at least one (1) child;
- c) have cohabitated maritally for over a year.

## **Article 53 – JUDICIAL DUTIES**

### **53.1 Compensation on account of judicial duties**

Employees required to serve as jurors shall be paid the difference between their basic wages and whatever financial compensation the court awarded them. Employees summoned as witnesses shall, for their part, receive their basic wages. Either way, any Employee who wishes to be paid must provide documentary evidence of the judicial duties they fulfilled.



## **Article 54 – DEFERRED SALARY LEAVES**

### **54.1 Purpose**

The Self-Funded Leave Plan (SFLP) is meant to enable Employees to finance an eventual leave of absence based on educational, recreational, or other purposes.

### **54.2 Eligibility**

In order to become eligible to the plan, an Employee must have undergone at least two (2) years of ongoing, permanent service since January 1<sup>st</sup> of the year they began participating.

### **54.3 Portion of the salary**

Under the SFLP, Employees may defer payment of a portion of their gross bi-weekly salary for a minimum of two (2) years and a maximum of five (5) years – such portion to be paid during a later leave of absence. The main advantage of participating in the SFLP resides in the fact that the deferred portion of an Employee’s salary remains exempt from taxation until it is actually paid.

### **54.4 Principles**

As with any other government-regulated plan, rules must be followed with respect to participation, deferral of wages, and leaves of absence. Only those Employees whose applications have been approved by the Employer can participate in the SFLP. Any and all investment income earned on the deferred portion of an Employee’s salary must be paid to them each year, as taxable revenue. The start and end dates of a leave of absence must be determined in advance. No such leave shall ever last less than six (6) or more than twelve (12) consecutive months. In accordance with the Income Tax Regulations, Employees must, once their leave is over, return to work for a period of time at least equal to the duration of said leave.

### **54.5 Application to benefits**

Applications to participate in the plan must be received at least three (3) months before the start of the deferral period. All Employees who wish to participate in the SFLP must contact Human Resources in order to obtain application forms and other useful information. No period of absence without pay shall ever be recognized immediately after the leave period.

### **54.6 Unpaid leave**

Employees shall be considered absent without pay during any period of time they are away on leave.

## **54.7 Purpose**

The SFLP consists in a scheme by means of which the Employer allows eligible Employees to defer a portion of their gross bi-weekly salary for the sole and exclusive purpose of funding an eventual sabbatical leave.

## **54.8 Authorized plan**

The plan is authorized by the Canada Revenue Agency under subsection 248(1) of the *Income Tax Act* as well as the guidelines that govern plans of a similar nature (as they are defined in Regulation 6801 of the *Income Tax Act*).

## **54.9 Taxable income**

The main objective of the plan is to provide all permanent Employees with the opportunity to take an extended leave for educational, recreational, or other purposes and to save up for what will correspond to an unpaid leave by deferring pre-tax income over a maximum of five (5) years. Any and all income received from the trustee while on leave shall become taxable and a T4 statement shall be issued in regards to the six (6)-month to twelve (12)-month interval during which such income will be paid. Only federal taxes are to be withheld from the Employee's income by the trustee. No Relevé 1 of any kind shall ever be issued throughout the whole duration of the leave.

## **54.10 Value**

The Employer, while making this plan available to its Employees, recognizes the value of renewal, recycling, upgrading, and freedom of choice.

## **54.11 Work and compensation**

No Employee who is on leave in accordance with the provisions of this Article 54 shall ever work for (or be paid any kind of compensation by) the Employer.

## **54.12 Length of the leave / Amount of the investment**

Eligible Employees shall request from their manager the permission to take a leave to be completed no later than six (6) calendar years from the date on which they began participating in the plan. Any and all applications must be approved by the vice-president of the relevant component. Employees shall specify the projected duration of their leave and the amount of (pre-tax) salary to be set aside for a maximum of five (5) years.

## **54.13 Trust**

The trustee shall make appropriate investments throughout the timeframe during which the Employee is saving up a leave. Any interest earned on such

investments shall be paid to the Employee once a year. No such interest may ever be accrued, as it is deemed to be income taxable with respect to the year it is disbursed.

#### **54.14 Return to work**

Employees who go on leave shall do so subject to the provisions of the plan and of the relevant Collective Agreement. They shall be paid the whole amount of their initial investment by the trustee and without any further involvement on the part of the Employer. According to the rules applied by the Canada Revenue Agency, any Employee who went on leave must, once their leave is over, return to work for a period of time at least equal to the duration of said leave.

#### **54.15 Eligibility**

- a) The SFLP is made available to all Employees who have undergone at least two (2) years of ongoing, permanent service since January 1<sup>st</sup> of the year they began participating.
- b) Permanent Employees who have been temporarily assigned outside of the Bargaining Unit can still participate in the plan.
- c) Employees promoted or transferred to another position within the Bargaining Unit may also apply insofar as they meet all the other eligibility requirements.
- d) Should a temporary assignment to the Bargaining Unit be confirmed, the Employees concerned may use whatever portion related to their temporary assignment toward their participation in the plan.
- e) Employees who return from a leave taken in accordance with the plan may re-enrol in the latter within the year that will follow the interval of twelve (12) months that elapsed since their return.

#### **54.16 Application for participation**

- a) Employees who wish to participate in the plan must apply at least three (3) months before the start of the deferral period.
- b) Participation in the plan shall always begin on January 1st of each year.
- c) Subject to its operational needs and requirements, the terms and conditions of the plan, and the guidelines published by the Canada Revenue Agency, the Employer shall spare no reasonable effort in order to grant all applications for a leave. Applications shall, in fact, be denied only when they

coincide with extreme operational challenges (such as when the physical presence of a specific Employee is required or too many applications for leaves are received simultaneously within a single department). In such rare instances, the Employer and the Employee shall meet in order to resolve the issue (see subsection 54.18, entitled “Postponing a leave”).

- d) All applications must be filed using the form available from the Human Resources department. They must provide the precise dates on which the Employee intends to take a leave. A duly authorized agent of the appointed trustee must countersign all application forms.

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

According to the rules published by the Canada Revenue Agency, all leaves must last from six (6) to twelve (12) months and be completed prior to December 31<sup>st</sup> of the seventh year that follows the Employee’s enrollment in the plan – failing which any balance of the investment shall be paid by the trustee on that date, and then be declared as part of the Employee’s income.

#### **54.18 Postponing a leave**

Either Party may, in exceptional circumstances, request that a duly scheduled leave be postponed once – in which case the other Party may not object without reasonable grounds. No such request shall, however, be granted in cases where it would result in wages being deferred beyond the threshold of six (6) years set forth in the Income Tax Regulations. Any such postponement of a leave shall, from the outset, require the approval of the vice-president of the relevant component.

#### **54.19 Moving a leave forward**

The plan does not currently allow for any leave to be moved forward.

#### **54.20 Resignation / Withdrawal from the plan**

An Employee may resign or withdraw from the plan in any of the following instances:

- they pass away;
- they stop working for the Employer;
- they resign deliberately;
- they are transferred or promoted to a position outside of the Bargaining Unit;

- they undergo financial instability or any other kind of hardship.

The withdrawal provisions found above form an integral part of the Trust Agreement under which savings contributions are invested. Arrangements pertaining to the payout of principal and accrued interest will, for their part, be subject to the policies implemented by the trustee. Any whole payment shall be deemed to be income taxable with respect to the year it was received.

#### **54.21 Savings plan**

- a) The savings plan shall not cover less than two (2) years. As a rule, it shall not extend beyond December 31<sup>st</sup> of the fifth (5th) year that elapsed since the Employee's enrollment - unless the latter requested a one-time interruption of savings that cannot last more than a year. A percentage not to exceed thirty-three and a third (33⅓%) (as indicated on the application form) shall be applied each year. The sum of all relevant percentages shall never exceed one hundred (100%).
- b) Although they may have a substantial impact on particular savings plans, none of the leaves (whether with or without pay) available under this Collective Agreement may ever be interpreted or construed as an interruption of employment.
- c) Any and all changes to be made to savings plan (such as an increase or a postponement, for instance) shall be enacted on January 1<sup>st</sup> at the soonest. The Employee shall request such changes in writing before December 1<sup>st</sup> of the previous year.

#### **54.22 Interruption**

An Employee may, for any reason whatsoever, request in writing that their savings plan be interrupted for no more than one (1) year – being understood and agreed that doing so might limit the Employee's right to defer the leave. No such request shall, however, be granted in cases where it would result in wages being deferred beyond the threshold of six (6) years set forth in the Income Tax Regulations. Any such postponement shall, from the outset, require the approval of the vice-president of the relevant component.

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

Any Employee who is on leave in accordance with the plan will be considered absent from work without pay. Hence, they may not, at any given point of such a leave, receive (from the Employer) any kind of compensation within the meaning of the *Income Tax Act*.

- a) Seniority: Seniority continues to accrue (on a pro rata basis, when it comes to permanent part-time Employees). No interval of absence shall ever be invoked for the purpose of calculating the amount of a severance pay.
- b) Annual leave: The accrual of annual leave credits is based on the time the Employee has spent working during the year of reference. Although, in most cases, accrued leave credits will be used up before the start of a deferred salary leave, they may occasionally be used in order to fulfill specific operational or programming requirements. No annual leave credits shall ever be earned while a leave is being taken.
- c) Salary increase: Employees on a self-funded leave are entitled to a standard progression, beginning upon their return from said leave.
- d) Other payments: Additional compensation that is paid every two (2) weeks, because it is deemed to be part of the Employee's gross salary, must be included in the SFLP.
- e) Lump sums: No lump sum shall ever be paid while an Employee is on leave. Payments made intermittently in the context of specific programs must be calculated on a pro rata basis (exclusive of any portion disbursed while on leave), only to be issued upon the Employee's return to work.
- f) Specific circumstances: Employees who are away from work on account of an occupational injury, a parental leave, or the fact they are being paid long-term disability benefits may continue participating in the plan as long as they comply with all tax-related requirements.
- g) Early retirement leave: Since Employees must return to work at the end of any leave taken in accordance with the plan, no such leave may ever be requested right before retirement.

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

Premiums are based on the gross salary the Employee will earn before they are deferred in the course of the deferral period. No premiums shall be withheld from any of the deferred amounts paid to the Employee during the interval of leave. (Canada Revenue Agency, Rulings, Dec.12/89 & BCTF, Oct.1/90).

For their part, the premiums due under the Canada Pension Plan (CPP) are based on the salary the Employee receives during both the deferral period and the leave period. Whenever deferred amounts are paid to the Employee by the trustee, the latter is deemed to be the Employer within the meaning of the CPP, and, as such, is required to pay the Employer's contribution. Whenever the

trustee/Employer recovers the Employer's contributions to the CPP (which, by definition, consist in amounts otherwise payable to the Employee), none of such amounts will be included in the gross salary the Employer owes the Employee. (Canada Revenue Agency, Rulings, Dec.12/89 & BCTF, Oct.1/90). No contributions shall ever be made to the Québec Pension Plan during the leave.

#### **54.25 Benefits**

- a ) The level of coverage associated with all the benefits an Employee is entitled to corresponds to a hundred percent (100%) of their base salary – i.e., the salary they would have earned had it not been for the deferred portion. Deductions for premiums are based on earnings before any contributions to the SFLP are made.
- b ) The Employee's participation in the benefits plan shall continue during the interval of leave, at a rate that takes their full basic salary into account.
- c ) Any Employee may elect to maintain their benefits during the interval of leave – in which case they shall be solely and entirely responsible for the portions of premiums they and the Employer must pay. Payment must be made at the beginning of the leave.
- d ) Should the Employee decide not to pay in advance all the premiums associated with their benefits package, they shall, upon their return to work, re-apply for coverage (such as for long-term disability and optional life insurance, for instance).

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

Contributions to the CBC/Radio-Canada Pension Plan are calculated on account of an Employee's gross salary, before any deductions are made for deferral purposes.

The maximum contribution to the RRSP must be based on the net earnings reported on the member's T4 statement rather than on gross earnings before any contributions to the SFLP are made.

#### **54.27 Contributions during the interval of leave**

Any Employee may, while they are on leave, contribute to the Employer's and the Employee's shares. In order to be eligible, the Employee must return to work for a period of contributory service equal to the length of their leave. Should their request be approved, the Employee will be allowed to pay their own

contributions as well as those owed by the Employer – the whole as outlined in the CBC/Radio-Canada Pension Plan.

#### **54.28 Beneficiary**

It is not mandatory to appoint a beneficiary whenever filling out an application form relating to a deferred salary leave. In the absence of such a beneficiary, any accrued amount of deferred salary will be paid to a deceased Employee's estate upon submission of a death certificate.

#### **54.29 Union dues**

Union dues will not be levied as long as an Employee remains on leave under the SFLP.

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

According to the Income Tax Regulations, the Employee must commit to returning to work for a period of time at least equal to the duration of the leave they were granted. Upon their return, they shall be reassigned to the position they were filling upon their departure, provided said position has not undergone any workforce adjustment. Whenever mutually acceptable arrangements were made, (inter-unit transfers or transfer to another position, for instance), they must be approved by the vice-president of the relevant component.

#### **54.31 Trust fund**

As per the relevant Trust Agreement, the Employer shall transfer all contributions to the plan in favor of a trust fund to be managed by the trustee as separate from the Employer's property, assets, and income.

#### **54.32 Trustee**

- a) The trustee shall ensure that all contributions made to the plan are invested in accordance with the instructions provided in the Trust Agreement.
- b) Any and all interest earned on an Employee's overall investment shall be paid to them once a year in order to be included in their income for that year.
- c) The Employee will, at the end of each year, be provided with a T4 statement that will confirm how much interest they have earned on their investment.
- d) The trustee shall, in regards to each and every Employee, prepare periodic reports as well as an annual summary confirming the amount of principal accrued under the plan and stating how much interest has not yet been paid out (if any).



e) The trustee shall, during a participant's leave, make sure that the principal accrued and any interest yet unpaid are handed to the participant in a form and at a frequency both Parties have agreed upon. A T4 statement will be issued to each and every Employee at the end of each calendar year during which a leave is taken.

#### **54.33 Management costs**

The Employer shall bear all the costs and expenses associated with the management of the SFLP – to the exclusion of the professional fees invoiced by the trustee, which, according to the Trust Agreement, are to be charged to the trust fund and borne by all the participants.

#### **54.34 Encumbrance of rights**

Neither the Employer nor any participant shall ever, in order to guarantee the repayment of a debt or the fulfilment of any other obligation, encumber any of the rights they are granted under the plan.

#### **54.35 Former and current rules**

Upon signature and execution of this Collective Agreement, any and all Employees who apply for a deferred salary leave shall be governed by the rules and principles defined above.

It is hereby understood and agreed that the rules and principles that applied to previous plans (SCRC, STARF-CUPE 5757, CUPE 675) will continue to bind Employees who, at the time this Collective Agreement is signed and executed, are already enrolled in a deferred salary plan or taking a leave under such a plan.

### **Article 55 – UNPAID LEAVES**

#### **55.1 Written request**

Whenever such an option is not provided for in the Collective Agreement, Employees who, on valid grounds, wish to benefit from a leave without pay must submit a written request to the Employer – who, in turn but subject to operational needs and requirements, shall grant such a leave.

#### **55.2 Duration**

No unpaid leave shall ever extend beyond twelve (12) months. The Employer may, in exceptional circumstances, agree to the extension of a specific unpaid leave.

### **55.3 Return to work**

The Employee who is on unpaid leave must, in writing and at least twenty (20) business days in advance, notify the Employer of their intention to return to work. The Employer shall reinstate the Employee into their former position, or, in the event where the latter was eliminated in the meantime, into an equivalent position.

### **55.4 Advantages**

Except where otherwise provided, Employees who are on unpaid leave shall not be entitled to the advantages provided for in this Agreement.

### **55.5 Pension plan / Insurance**

Employees who are on unpaid leave may, upon agreement with the Employer, continue to participate in the latter's pension and insurance plans, insofar as (i) they take charge of all related costs, and (ii) said plans allow for such participation.

### **55.6 Adjustment of wages**

Whenever an Employee returns to work following an unpaid leave, their salary must be adjusted in accordance with the increases provided for in the Collective Agreement.

## **Article 56 – MATERNITY LEAVE / ADOPTION LEAVE / CO-PARENTING LEAVE / PARENTAL LEAVE / CHILD CARE LEAVE / CAREGIVER LEAVE / COMPASSIONATE CARE LEAVE / OTHER TYPES OF LEAVES**

### **56.1 Overview**

Employees who have earned at least six (6) months of ongoing service shall be entitled to a parental leave not to exceed seventy-eight (78) weeks in order to deal with the birth or the legal adoption of a child.

A parental leave consists in an interval of leave that includes a maternity leave, an adoption leave, or a co-parenting leave, and can then be followed by a period of unpaid child care leave and by an absence without pay (whenever relevant).

Eligible Employees who wish to apply for one of the leaves discussed in this Article 56 may contact the Shared Services Centre.

## **56.2 Maternity leave**

### **56.2.1 Eligibility**

A maternity leave is granted to a female Employee who is pregnant who has just given birth to a child.

A maternity leave may begin as early as sixteen (16) weeks prior to the expected delivery date. It must end no later than seventeen (17) weeks after said delivery date.

The Employee may also request an unpaid child care leave that can last up to thirty-five (35) weeks.

### **56.2.1 Supplemental benefits**

Employees who have gathered at least twelve (12) months of ongoing service and who are eligible for benefits under the special Employment Insurance (EI) plan or Québec's Parental Insurance Plan (QPIP) shall receive supplemental benefits corresponding to ninety-three percent (93%) of their basic weekly salary (during the first two (2) weeks of their leave), and then supplemental benefits equal to the difference between the special EI maternity or QPIP benefits and eighty percent (80%) of their basic weekly salary during a period of time not to exceed fifteen (15) weeks.

### **56.2.3 Special benefits**

Whenever an Employee receives (whether it be under the EI or the QPIP) income from other sources and sees their regular weekly level of special EI maternity or QPIP benefits reduced accordingly, the Employer shall not have to increase its supplemental benefits in order to cover such decrease in EI or QPIP benefits.

Whenever an Employee receives (whether it be under the EI or the QPIP) income from other sources which, once added to the special EI maternity or QPIP benefits and to payments made as special benefits, exceeds ninety-five percent (95%) of their wages, payments of supplemental benefits shall be reduced so as not to exceed ninety-five percent (95%).

### **56.2.4 Amount of benefits**

The amount of the benefits payable under the supplemental benefits plan (hereinafter, "SBP") shall be determined in accordance with:

- basic salary (permanent Employees);

- basic salary, to which is added the amount of compensatory benefits and/or pension contributions (term or contract Employees, as the case may be);
- the salary paid during a temporary assignment or upgrade (Employees who have been temporarily assigned or upgraded for at least one (1) year at the time a parental leave is taken).

Expecting mothers who have earned at least twelve (12) consecutive months of ongoing service but are not eligible for EI or QPIP benefits may take:

- a) a two (2) weeks' leave with full pay;
- b) up to fifteen (15) weeks of unpaid leave.

Any female Employee who is absent from work for medical reasons associated with their pregnancy (prior to the birth of their child) may apply for a leave as well as for disability benefits.

#### **56.2.5 Death of a child**

In the event of a miscarriage during or after the twentieth (20<sup>th</sup>) week of pregnancy, a stillbirth, or the passing of a child within seventy-eight (78) weeks of them being brought home, the female Employee may extend her leave until a qualified physician declares her fit to return to work.

Except in the case of a miscarriage that occurred within the first twenty (20) weeks of pregnancy (following which the Employee may be entitled to a leave and to disability benefits), maternity benefits shall be paid in full to eligible Employees who, in normal circumstances, would have been entitled to them.

In the event of a stillbirth, the other parent shall be allowed to take the special three (3)-day leave associated with the death of a child.

#### **56.3 Adoption leave**

Adoption leaves are granted to adoptive parents who are recognized as such under applicable law.

No adoption leave may ever begin past the date on which the eligible Employee is granted official custody of the child.

Should both parents be CBC/Radio-Canada Employees, each of them shall be, subject to the provisions below, entitled to adoption benefits and to a parental leave of no more than seventy-eight (78) weeks:

- payments owed under the SBP must be made in accordance with the terms and conditions the parents have set in regards to the allocation of their EI or QPIP parental benefits;
- only one (1) of the two (2) parents will be entitled to two (2) weeks of SBP benefits.

Employees who have gathered at least one (1) year of ongoing service and who are eligible for benefits under the special Employment Insurance (EI) plan or Québec's Parental Insurance Plan (QPIP) shall, during the first two (2) weeks of their leave, receive supplemental benefits corresponding to ninety-three percent (93%) of their basic weekly salary

They shall also receive supplemental benefits equal to the difference between the special EI maternity or QPIP benefits and eighty percent (80%) of their basic weekly salary during a period of time not to exceed ten (10) weeks. This limit may be increased to fifteen (15) weeks if the child (i) is six (6) months old or older when they arrive at the Employee's home, or (ii) suffers from a physical, psychological, or emotional disorder confirmed by a physician, a psychologist or an adoption agency professional – on account of which they require extended parental care.

The Employee may also take an unpaid child care leave that shall not extend beyond thirty-five (35) weeks.

The Employee who has earned between six (6) and twelve (12) months of ongoing service is entitled to an unpaid adoption leave not to exceed seventeen (17) weeks. They may also take an unpaid child care leave that shall not extend beyond thirty-five (35) weeks.

#### **56.4 Co-parenting leave**

A co-parenting leave is granted to an individual who, although they did not give birth to a child, was recognized by the relevant authorities as one of the child's parents at the time of their birth.

Employees who have earned at least twelve (12) months of ongoing service and who are eligible for EI parental leave benefits or QPIP paternity benefits shall, during the first two (2) weeks of their leave, receive supplemental benefits corresponding to ninety-three percent (93%) of their basic weekly salary.

They shall also, during a period of time not to exceed ten (10) weeks, receive supplemental benefits equal to the difference between the standard EI or QPIP benefits and eighty percent (80%) of their basic weekly salary

The Employee may also take an unpaid child care leave that shall not extend beyond thirty-five (35) weeks, and remain absent from work (without pay) for up to five (5) weeks.

The Employee who has earned between six (6) and twelve (12) months of ongoing service is entitled to an unpaid co-parenting leave not to exceed twelve (12) weeks. They may also take an unpaid child care leave that shall not extend beyond thirty-five (35) weeks, and remain absent from work (without pay) for up to five (5) weeks.

## **56.5 Parental leave**

A parent who does not take a maternity, co-parenting, or adoption leave shall be entitled to a fully paid three (3)-day parental leave in consideration for the birth or adoption of a child.

Such an Employee may also take an unpaid child care leave that shall not extend beyond thirty-five (35) weeks, and remain absent from work (without pay) for up to seventeen (17) weeks.

## **56.6 Child care leave**

### **56.6.1 Duration**

A child care leave consists in an unpaid leave of absence lasting up to thirty-five (35) weeks that any Employee who has earned at least six (6) months of ongoing service may take insofar as they are truly and genuinely responsible for the custody and care of a newborn or newly adopted child.

### **56.6.2 Beginning of the leave (female Employee)**

At the request of a female Employee, such leave may begin:

- a) upon the expiry of a maternity leave;
- b) the day on which the child is born; or
- c) the day on which the Employee becomes truly and genuinely responsible for the custody and care of the child.

### **56.6.3 Beginning of the leave (male or female Employee)**

At the request of any Employee, such leave may begin:

- a) upon the expiry of any maternity leave the Employee's spouse took in accordance with the Canada Labour Code or any applicable provincial legislation;

- b ) the day on which the child is born; or
- c ) the day on which the Employee becomes truly and genuinely responsible for the custody and care of the child.

### **56.7 Compassionate care leave / Leave on account of a serious illness, death, or disappearance**

The Employer shall, in accordance with the Canada Labour Code, grant unpaid leaves on account of compassionate care, a serious illness, a death, or a disappearance.

### **56.8 Return to work**

Employees must, in writing and at least two (2) weeks in advance, notify their manager and the Shared Services Centre of their intention to return to work.

The manager must provide Employees with written confirmation of the date of their scheduled return.

### **56.9 Retention of counter status**

All term Employees who undergo an absence for maternity leave, adoption leave, co-parenting leave, parental leave, caregiver leave, compassionate care leave, or leave on account of a disappearance. Term Employees shall maintain their rank and status in the counter. When they return to work, Employees shall maintain, in relation to the person whose rank comes right after theirs, the same difference in days worked that existed before their departure.

In the event where an Employee was found not to have completed their trial or probationary period at the time they departed on a maternity, adoption, co-parenting, parental, caregiver, or compassionate care leave or on a leave based on a serious illness, a death, or a disappearance, their probationary period shall resume where it was suspended and be completed in accordance with the provisions of Articles 27 and 28.

#### **56.9.1 Extension**

No maternity, adoption, co-parenting, parental, caregiver, or compassionate care leave or leave on account of a serious illness, a death, or a disappearance shall ever be deemed to postpone the end date of temporary or contract work beyond the deadline set at the beginning of employment.

## **56.10 Employer's policies and procedures**

The Employer's policies and procedures shall apply to any other topic or matter which is not specifically addressed in this Article 56.

## **56.11 Employee's right to a reassignment or adjusted duties on account of maternity-related health reasons**

According to the Canada Labour Code, any female Employee who is either pregnant or breastfeeding (at any given time until the end of the 24<sup>th</sup> week that follows delivery) may ask to be reassigned or that her duties be adjusted insofar as a qualified physician recommends it for health reasons.

Consequently, CBC/Radio-Canada shall, to the fullest extent possible, reassign the Employee or adjust her duties while taking into consideration her functional limitations on account of pregnancy.

The Employee is entitled to a leave with pay while her request is being reviewed and until CBC/Radio-Canada:

- reassigns her;
- adjusts her duties;
- informs her in writing that it is not reasonably possible to reassign her or to adjust her duties.

Should it not be reasonably possible to reassign her or to adjust her duties, the Employee shall be entitled to a leave without pay until the date on which her maternity leave is set to begin.

## **Article 57 – SICK LEAVES / INSURANCE**

### **57.1 Protection**

Eligible Employees are, under the Short-Term Disability (STD) and Long-Term Disability (LTD) plans, protected against any loss of their basic wages as a result of a disability arising from sickness or an injury.

### **57.2 Absence from work**

The Employee who must remain absent from work on account of an illness must inform their immediate supervisor (or any other appointed individual) as soon as possible.



### **57.3 Absence lasting more than three (3) days**

Should the illness persist for more than three (3) days, the Employee must, on the fourth (4<sup>th</sup>) day, submit a certificate issued by a qualified physician and confirming that they are unable to perform their duties.

In the event where an Employee's absences of three (3) days or less appeared to be excessive, their immediate supervisor shall (in the presence of a Union representative, if requested) meet with them in order to discuss or improve the situation. The conclusions of such a meeting (as well as the parameters of an action plan, whenever needed) may be recorded in writing and provided to the Employee. If attendance or the situation as a whole does not improve, the immediate supervisor shall meet with the Employee again and may inform them that they will require a medical certificate in support of each and every absence the Employee will report over an interval of time not to exceed twelve (12) months.

### **57.4 Medical form**

All medical certificates must be submitted on the form provided by the Employer.

### **57.5 Costs associated with the medical form**

Should additional expenses be incurred in order to have the medical form completed, they shall be, upon submission of all relevant supporting documents, reimbursed up to an amount of thirty dollars (\$30).

### **57.8 Medical appointments**

Employees shall deploy reasonable efforts in order to schedule medical and dental appointments outside of their regular work hours.

Whenever that it not possible, Employees shall, in consultation with their respective manager, deploy reasonable efforts in order to schedule their medical and dental appointments in advance and in a way that is likely to cause the least amount of disruption to the operations of their department (at the beginning or the end of a shift, during slower periods, etc.)

Employees shall, in the shortest possible delay and in order to help plan for their replacement, notify their manager of any medical or dental appointment they scheduled during regular work hours,

The decision to grant paid leave on account of a medical or dental appointment shall be left to the manager's discretion – being understood and agreed that such a leave can only be denied for valid reasons.

## 57.9 Eligibility

Permanent Employees who qualify for staff benefits are eligible for STD benefits.

## 57.8 Increase of STD Benefits

An increase of STD benefits shall automatically come into effect upon anniversary dates of the Employee's continuous service – as provided for in the figure below:

Ongoing service	Full-time Employee – 100% of the salary (in working days)	Full-time Employee – 66⅔% of the salary (in working days)	Part-time Employee – 100% of the salary (in weeks)	66⅔% of the salary (in weeks)
3 months – 1 year	10	75	2	15
1 year – 2 years	20	65	4	13
2 years – 3 years	30	55	6	11
3 years – 4 years	40	45	8	9
4 years – 5 years	50	35	10	7
5 years – 6 years	60	25	12	5
6 years – 7 years	70	15	14	3
7 years and more	85	—	17	—

## 57.9 Percentage of benefits

Employees who have worked at least one (1) full day, have earned less than three (3) months of ongoing service with CBC/Radio Canada, and are absent from work on account of disability during their first three (3) months of continuous service are entitled to a maximum of five (5) days of STD benefits corresponding to one hundred percent (100%) of their salary. Should disability persist at the end of that three (3)-month timeframe, STD benefits corresponding to sixty-six and two thirds of a percent (66⅔%) of the salary shall be paid out for the remainder of the eighty-five (85)-day period.

### **57.10 Annual leave credits**

Any Employee who is not entitled to enough days of benefits corresponding to a hundred percent (100%) of their salary to cover their entire interval of absence may use any portion of their banked annual leave days in order to bridge the gap between sixty-six and two thirds of one percent (66⅔%) and one hundred percent (100%) of their salary.

### **57.11 Further disability**

Should an Employee suffer from further disability arising from the same cause or any related cause within thirty (30) calendar days of their return to work, disability benefits shall be reinstated for the number of working days that make up the balance of unused benefit days from their first period of absence.

Full benefits shall be reinstated whenever further disability that can be attributed to the same cause occurs more than thirty (30) calendar days after the Employee has returned to work.

No use of any type of leave shall ever count as days worked for the purpose of making the Employee eligible to STD benefits once again.

Should further disability not be related to the cause of the first period of absence, full benefits shall be reinstated after at least one (1) day of work.

## **LONG-TERM DISABILITY (LTD)**

### **57.12 Right to be paid benefits**

Any Employee who remains disabled (within the definition provided by the long-term disability plan) throughout an interval of eighty-five (85) working days (or of seventeen (17) weeks, whenever the Employee works on a part-time basis) has the right (insofar as they meet the eligibility requirements applicable to the insurance policy) to be paid, from the eighty-sixth (86<sup>th</sup>) day or the 17<sup>th</sup> week of disability (as the case may be) and until their recovery, retirement, or death, long-term disability benefits corresponding to sixty percent (60%) of their basic salary.

### **57.13 Dues**

Employees who are paid LTD benefits are and shall remain, as long as they remain disabled, exempt from payment of the regular premiums of the group benefits plans they were participating in on the day disability began, as well as from contributions to the CBC/Radio-Canada Pension Plan (assuming they are enrolled in it). Their participation in such plans shall be maintained and they shall continue to earn pension service periods throughout the disability period.

Employees who have recovered but can no longer fulfill the duties associated with their former position (or whose position was eliminated while they were away from work) shall be reassigned or transferred in accordance with the provisions of Article 32 (“Elimination of Positions / Layoffs”). For that purpose, the Joint Workforce Planning Committee shall take into account their respective training, skills, academic background, experience, and functional limitations.

Any Employee who, on account of medical restrictions, is reassigned, transferred, or bumped to a position associated with a lower wage group shall be paid an hourly rate equal to the basic salary they were earning on the day their long-term disability began – said salary to remain frozen until the wage scale of the Employee’s new position catches up to their former wage level.

#### **57.14 Rehabilitation period**

All eligible Employees who are receiving benefits under the plan shall undergo rehabilitation endorsed by the insurer, the Employer, and the Employee’s qualified physician. The insurer will stop paying benefits to any and all Employees who refuse or neglect to participate in an approved rehabilitation program. As the main objective of the rehabilitation period is to ensure an Employee’s gradual return to the work schedule they were following before becoming disabled, there will be no accrual of overtime or annual leave credits during such a period of time.

#### **57.15 Payment of annual leave credits**

The Employer may, at the end of an Employee’s second (2<sup>nd</sup>) year on LTD, pay them the annual leave credits they have earned, minus the annual leave they are entitled to pursuant to the Collective Agreement.

- a) The Employer may, at the end of an Employee’s third (3<sup>rd</sup>) year on LTD, pay them all the annual leave credits they have earned, minus ten (10) days if it turns out that they received an advance on their salary in May 1998.
- b) All payments shall be made in April/May or in October, after the Employee reaches the aforementioned two (2) or three (3)-year threshold.
- c) The Employer may withhold any of the payments discussed in paragraph (a) or (b) whenever the Employee’s return to work has been scheduled on a date that comes before the periods defined in this subsection 57.15.
- d) Should they return to work following an interval of LTD, an Employee who does not have annual leave credits at their disposal may request a leave without pay subject to their supervisor’s approval.

### **57.16 Deductions at source**

The full, current premiums associated with long-term disability insurance shall be deducted at source from an Employee's basic salary. None of the benefits paid on account of such disability insurance shall ever be taxed as income.

### **57.17 Reinstatement**

The permanent Employee who has recovered and is deemed fit to return to their regular duties while having to cope with temporary medical restrictions may be reinstated in their position insofar as temporary accommodations can be made. The Employee who has recovered but cannot return to their regular position on account of temporary medical restrictions may be assigned to a gradual return-to-work program or to any interim duties available.

### **57.18 Medical restrictions**

In the event where medical restrictions were of a permanent nature, the Employer shall endeavour to make reasonable accommodations likely to help the Employee return to their regular position. It may also consider alternate positions as well as a reassignment to a temporary or permanent vacant position.

Employees who have recovered but can no longer fulfill the duties associated with their former position (or whose position was eliminated while they were away from work) shall be reassigned or transferred in accordance with the provisions of Article 32 ("Elimination of Positions / Layoffs"). For that purpose, the Joint Workforce Planning Committee shall take into account their respective training, skills, academic background, experience, and functional limitations.

Any Employee who, on account of medical restrictions, is reassigned, transferred, or bumped to a position associated with a lower wage group shall be paid an hourly rate equal to the basic salary they were earning on the day their long-term disability began – said salary to remain frozen until the wage scale of the Employee's new position catches up to their former wage level

If no positions happen to be available at the end of this process, the Employee shall have the right to exercise any of the options discussed in paragraphs 32.6 b) and c).

Employees who hold positions that used to fall under the responsibility of the former SCRC Unit: Should it turn out that, at the end of this process, the Employer and the Union are unable to allocate a position to an Employee, the latter's employment shall remain guaranteed under the same terms and conditions as those that applied to the position they held prior to suffering from disability.

## **57.19 Information provided to the Employer**

The Employee shall, throughout the process discussed above, offer its full and undivided collaboration to the Employer and provide the latter with any and all information likely to prove relevant to their medical restrictions.

## **SUPPLEMENTAL INSURANCE**

### **57.20 Premiums**

Unless stipulated otherwise hereunder, the Employer shall pay to any and all eligible Employees the premiums associated with the supplemental health insurance plan in effect at the time the Collective Agreement was ratified.

### **57.21 Accrual of benefits**

Regardless of circumstances, there shall never be any accrual (i.e., double payment) of any of the benefits or entitlements granted by the Employer. This rule shall not apply to any private insurance plan(s) specific Employees may participate in or contribute to.

### **57.22 Supplemental insurance for retired Employees**

Any Employee who leaves on retirement may, upon request, at their own expense, and subject to eligibility requirements, enroll in the supplemental health insurance plan for retired Employees CBC/Radio-Canada has designed and implemented for the benefit of retired Employees.

### **57.23 Mandatory and optional plans**

Unless stipulated otherwise in this Collective Agreement, the Employer shall, free of charge, provide eligible Employees with a basic life insurance coverage of twenty-five thousand dollars (\$25,000) or twice an Employee's basic annual salary (whichever amount is higher).

When it comes to eligible term Employees, the amount of basic salary retained for the calculation of life insurance coverage is twenty-five thousand dollars (\$25,000).

Any eligible Employees may, at their own expense and based on group rates, participate in the following optional insurance plans in accordance with the provisions of the relevant policies:

- optional life insurance;
- insurance taken on the life of eligible dependents;

- decreasing term life insurance;
- insurance covering accidental death and dismemberment.

#### **57.24 Supplemental life insurance**

Employee may, in addition to the basic life insurance the Employer must provide under subsection 57.23, purchase supplemental insurance whose limit of coverage shall correspond to one (1), two (2), or three (3) times their basic annual salary. Medical evidence will be required unless coverage is limited to one (1) time the Employee's basic salary.

#### **57.25 Amount of premiums**

The coverage offered by any insurance policy taken on the life of a dependent is limited to fifteen thousand dollars (\$15,000) in regards to a spouse and to seven thousand five hundred dollars (\$7,500) in regards to each child. The family-based premium shall remain at a flat rate regardless of the number of dependants involved. Proof of medical insurability will not be required whenever an Employee enrolls:

- a) Within thirty (30) days of the date of their wedding;
- b) Within thirty (30) days of a child's date of birth;
- c) Within thirty (30) days of the initial date of employment.

#### **57.26 Decreasing term insurance**

A term insurance policy of up to one hundred thousand dollars (\$100,000) shall be provided upon evidence of medical insurability. The premiums associated with such an insurance will remain set at the age-based rate established at the time of enrollment.

#### **57.27 Optional 24-hour insurance**

The optional twenty-four (24)-hour insurance plan against accidental death and dismemberment shall remain available to Employees, who may elect to join or leave the plan on April 1<sup>st</sup> of each year.

#### **57.28 Life insurance**

The Employer shall, free of charge, offer a paid-up life insurance policy worth four thousand dollars (\$4,000) to each and every eligible Employee who has reached the age of sixty-five (65). In order to become eligible, Employees must receive an immediate annuity from the CBC/Radio-Canada pension plan, have earned at least ten (10) years of ongoing service entitling them to the pension,

or have been covered by the basic life insurance plan during at least ten (10) years prior to their retirement.

Employees who leave on premature retirement before the age of sixty-five (65) shall, free of charge, remain insured up to the age of sixty-five (65) and up to a limit of basic life insurance corresponding to twenty-five thousand dollars (\$25,000) or twice their basic annual salary (whichever amount is higher).

### **57.29 Terms and conditions**

The Employer shall insure the Employee free of charge and in accordance with the following terms and conditions:

- a) while travelling on behalf of CBC/Radio-Canada: up to twenty-five thousand dollars (\$25,000) against accidental death or dismemberment;
- b) while on a hazardous or perilous assignment or performing maintenance within a transmission site: for an amount of three hundred thousand dollars (\$300,000);
- c) while on assignment within an area insurers classify as hazardous on account of the risk of a war: for an amount of six hundred thousand dollars (\$600,000).

## **Article 58 – MEDICAL RECORDS**

### **58.1 Medical examinations**

Employees have the right to be treated by the physician of their choice.

The Employer may, however and at its own expense, require that an Employee undergo a medical examination to be performed by a physician of its choosing:

- a) whenever it is necessary to determine the Employee's overall health status;
- b) as a measure meant to ensure the protection of other members of the staff;
- c) as a measure meant to address excessive absence from work.

### **58.2 Disclosure of results**

An Employee may, in writing, request that the results of any medical examination be disclosed to their attending physician, also in writing.



### **58.3 Access to information**

Any Employee shall, upon the Employer's request, provide any and all information about health issues that relate to their disability records – being understood and agreed that access to such information will be strictly reserved for the personnel of the Disability Management Office.

### **58.4 Confidentiality**

No Employee shall ever be required to disclose the nature of their illness to anyone other than a member of the staff of the Disability Management Office.

### **58.5 Copy sent to the attending physician**

The Employer shall, upon the Employee's request, send a copy of any (if not all the) information contained in the latter's medical records to their attending physician.

### **58.6 Ability to return to work**

The Employer shall, upon request, provide an Employee with a copy of any internal medical communication that relates to their ability to return to work or that may in any way hinder their possibilities for advancement.

## **Article 59 – DENTAL INSURANCE**

- New year of reference (benefits): from January to December;
- 2016 Fees handbook: as of January 1st, 2023;
- 2017 Fees handbook: as of January 1st, 2024;
- 2018 Fees handbook: as of January 1st, 2025;
- SCRC policy number: 51891;
- The introduction of any new plan requires that procedures dealing with the reimbursement of certain dental expenses be updated – which will allow all refunds to proceed in accordance with the standard provisions of customary dental plans. Below is a list of the most significant changes:
  - Comprehensive examinations will be covered every three (3) years rather than every five (5) years;
  - General anaesthesia will be covered in a broader range of situations.
  - Whereas it used to be unlimited, the number of scaling and root planing units is now limited to six (6) per year.

- X-rays will be covered every three (3) years rather than every two (2) years.
- Refer to page 3 for a list of all applicable changes.

All other provisions of the plan remain unchanged (see figures on upcoming pages).

### Dental Care Plan

For all SCRC members  
 Summary of policy number 51891  
 In force since January 1<sup>st</sup>, 2019

Reimbursement rate	2011 Fees handbook (general practitioners and specialists)
95%	Basic coverage, including: Diagnostic services Preventive care Minor repairs Extractions Maintenance of dentures
90%	Endodontic and periodontic treatments
75%	Extended coverage, including: Extensive surgeries Crowns and onlays Dentures Bridgework
50%	Orthodontic treatments
Limit of reimbursement	Basic coverage, endodontic and periodontic treatments, and extended coverage ( <b>combined</b> ): 2500 \$ per individual, for each year of coverage  Orthodontic treatments: 2000 \$ per individual, for life
Year during which benefits are paid	January 1 <sup>st</sup> to December 31 <sup>st</sup>

## Changes made to the existing dental care plan

### Diagnostic services

Type of care	Existing plan	New – January 1 <sup>st</sup> , 2019
<b>EXAMINATIONS</b>		
Comprehensive oral exams	Once every five (5) years	Once every three (3) years
Oral pathology exam	Not covered	Covered
<b>X-RAYS</b>		
Complete set of X-rays	Once every two (2) years	Once every three (3) years
Periapical X-rays	15 films every two (2) years	15 films every three (3) years
Occlusal X-rays	Covered	15 films every three (3) years
Interproximal X-rays	Once a year	15 films every three (3) years
Panoramic X-rays	Once every five (5) years	Once every three (3) years
X-rays of the temporal mandibular joint (TMJ)	Covered	Not covered
<b>TESTS</b>		
Susceptibility to cavities	Not covered	Covered
Lab reports	Not covered	Covered
<b>CONSULTATIONS / DIAGNOSTIC MODELS</b>		
Plaque removal	Unlimited units	6 units per year, combined with root planing
Space retainers	Including lost and stolen retainers	Lost, stolen, or misplaced retainers are not covered
<b>STANDARD REPAIRS</b>		
Fillings made of compounds or cosmetic materials	Unlimited	Once every two (2) years

**Endodontic care**

Type of care	Existing plan	New – January 1 <sup>st</sup> , 2019
Removal of filling materials or foreign particles from the root canal	Not covered	Covered

**Periodontic care**

Type of care	Existing plan	New – January 1 <sup>st</sup> , 2019
Root planing	Unlimited units	6 units per year, combined with plaque removal
Adjustment and alignment of the occlusion	8 units per year	4 units per year

**Prosthetics**

Type of care	Existing plan	New – January 1 <sup>st</sup> , 2019
Resilient lining	Unlimited	Once every three (3) years

**Non-standard treatment**

Type of care	Existing plan	New – January 1 <sup>st</sup> , 2019
Bridgework	Once every three (3) years	Once every five (5) years

**Oral surgery**

Type of care	Existing plan	New – January 1 <sup>st</sup> , 2019
Bone reconfiguration	Not covered	Covered as standard care

**Supplemental care**

Type of care	Existing plan	New – January 1 <sup>st</sup> , 2019
General anaesthesia, deep sedation, and conscious sedation	Only covered when performed in conjunction with covered oral surgeries	Only covered when performed in conjunction with a covered service
Facilities, equipment, and supplies used in the course of a general anaesthesia	Not covered	Only covered when anesthesia is required

## **SECTION XIII – JOB ASSESSMENT**

### **Article 60 – JOB ASSESSMENT PROCESS**

#### **60.1 Job assessment system**

All jobs shall be described and classified according to the job assessment system in place at the time the Collective Agreement is executed and until said system is reviewed by the Joint Job Evaluation Committee (discussed in Appendix F) or until a new wage structure is implemented.

#### **60.2 Job descriptions and wage structure**

The Employer shall define the duties associated with each and every job, and then record such duties in official job descriptions that may be used to implement a wage structure that aligns with the job assessment system.

#### **60.3 Notice to the Union**

The Employer shall meet with the Union at least sixty (60) days before defining a new job or any job whose duties have been substantially modified. It shall disclose the date on which the new job description is to become effective, as well as (whenever relevant) a list of all Employees concerned.

The Parties shall meet in order to discuss the content and scope of any new job description. The Union may provide the Employer with comments and recommendations. Following the meeting and all related discussions, the Employer must notify the Union of all the changes it has made to a job description, and, whenever required, provide the modified version of the text.

#### **60.4 New jobs / Modified jobs**

- a) Within thirty (30) days of the end of the process discussed in subsection 60.3, the Parties shall meet in order for the Joint Job Evaluation Committee to agree upon the assessment, classification, and compensation of the relevant job title.
- b) The Parties shall assess, classify, and compensate the job title in accordance with the methodology, appraisal system, and results either used or obtained throughout the job assessment process.
- c) The Employer shall provide the Committee with the assessment scores, other relevant documents, and explanations the latter may require.

## **60.5 Disputes**

Either Party may, within thirty (30) days of being unable to come to an agreement, submit the dispute to the grievance and arbitration process.

The arbitration award shall not extend beyond the specific matters the Parties were unable to agree on.

It shall take into account the interpretation usually given to the factors that comprise the assessment system as well as the pay relativity that applies to the relevant classification plan.

## **60.6 Effective date**

The arbitration award shall become effective on the day the Employee is assigned to their position and begins performing the duties defined in the new or modified job description.

## **60.7 Application for review**

An Employee or the Union may request that the relevant job be reassessed the moment the Employee's duty are substantially modified and no longer correspond to the content of the job description. The Employer or the Union will have ninety (90) days from the effective date of the most recent modification to submit a written and detailed application to the Human Resources department. A copy of any application filed by an Employee must be provided to the Union.

The Employer, in compliance with the provisions of subsection 60.4, shall convene a meeting of the Joint Job Evaluation Committee so the application can be properly examined.

The provisions of subsections 60.5 and 60.6 shall apply in the event where the Joint Job Evaluation Committee reached an impasse.

## **60.8 Integration to the pay band**

The integration of new or modified jobs into the applicable pay band must either be agreed upon by the Committee or (failing which) ordered by the arbitrator.

## **60.9 Retention of the Employee's wage group**

No Employee shall ever be subjected to a reduction of their salary as a result of the reassessment of their job or of changes made to the job assessment system.

## SECTION XIV – COMPENSATION AND PREMIUMS

### Article 61 – RETROACTIVE PAY / RAISES / COMPENSATION BASED ON INFLATION

#### 61.1 Retroactive pay / Salary increases

- April 1<sup>st</sup>, 2021 to March 31<sup>st</sup>, 2022: 1.5% over the wages provided for in Article 63;<sup>2</sup>
- April 1<sup>st</sup>, 2022 to March 31<sup>st</sup>, 2023: 2% over the wages provided for in Article 63;<sup>3</sup>
- April 1<sup>st</sup>, 2023 to March 31<sup>st</sup>, 2024: 2% over the wages provided for in Article 63;
- April 1<sup>st</sup>, 2024 to March 31<sup>st</sup>, 2025: 1.5% over the wages provided for in Article 63.<sup>4</sup>

#### 61.2 Compensation based on inflation

Considering the impact of inflation recorded in 2021 and 2022, the Employer must pay to each and every active Employee a lump sum corresponding to two percent (2%) of their basic earnings and variable premiums allocated between January 1<sup>st</sup>, 2021 and the date on which the Collective Agreement was signed and executed. Such a two percent (2%) lump sum takes into account the retroactive pay owed as of April 1<sup>st</sup>, 2021 and April 1<sup>st</sup>, 2022. Standard tax-related deductions shall apply at the time the lump sum is paid. The lump sum discussed in this subsection shall be paid within the thirty (30) days that will follow the signature and execution of the Collective Agreement.

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<sup>2</sup> The Employer shall, within thirty (30) days of signature and execution of the Collective Agreement, pay retroactive wages to all Employees who were active at the time. The 1.5% retroactive pay applies to the wage scales and variable premiums allocated between April 1<sup>st</sup>, 2021 and March 31<sup>st</sup>, 2022, whereas the 2% retroactive pay applies to the wage scales and variable premiums allocated between April 1<sup>st</sup>, 2022 and the signature and execution of the Collective Agreement.

<sup>3</sup> The Employer shall, within thirty (30) days of signature and execution of the Collective Agreement, pay retroactive wages to all Employees who were active at the time. The 1.5% retroactive pay applies to the wage scales and variable premiums allocated between April 1<sup>st</sup>, 2021 and March 31<sup>st</sup>, 2022, whereas the 2% retroactive pay applies to the wage scales and variable premiums allocated between April 1<sup>st</sup>, 2022 and the signature and execution of the Collective Agreement.

<sup>4</sup> As regards the 2024-2025 tax year, should the funding of the Treasury Board be higher than 1.5%, the Parties agree to resume their negotiations on salary increase.

## **Article 62 – GENERAL COMPENSATION PROVISIONS**

### **62.1 Pay band**

Due consideration being given (at the time of hiring) to their useful experience, and (subsequently) to their years of service within the relevant wage group, Employees shall be compensated according to the band applicable to the wage group they are assigned to.

### **62.2 Rates**

Employees shall be compensated in accordance with the rates listed in the scale of maximum amounts found in Article 63.

### **62.3 Support in the course of negotiations**

Employees who are participating in negotiations aimed at being paid additional compensation may, if they so desire, be accompanied by a Union representative.

### **62.4 Wage progression**

Unless stipulated otherwise, progression within any given wage scale shall be automatic upon the anniversary of the date on which an Employee was appointed to a specific wage level.

### **62.5 Wage levels**

Any Employee who is assigned to a position associated with a higher wage group shall receive the basic salary paid at the level closest to (without being equal or lower than) their current salary.

Promotions: Employees shall automatically advance to the next level on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) full payroll period of the month during which they are promoted.

Temporary promotions of more than four (4) weeks (Article 25): Employees shall advance to the next highest level after they have worked two hundred and sixty-one (261) days.

### **62.6 Adjustment of wages**

Whenever an Employee (i) requests to be permanently assigned to a job associated with a lower wage group, or (ii) is so assigned on account of their overall performance, their salary shall be adjusted according to their new wage scale and based on the experience they have gathered so far. Their progression



within the new wage scale will then comply with the rules set forth in subsection 62.4.

Should the Employee's current wage level be higher than the maximum salary level applicable to the lower wage group, their salary shall be brought down to said maximum.

# Article 63 – JOB GROUPS / WORKING HOURS / PAY BAND

New Job Bands	Title	Effective Dates	Schedule	Hire	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	
1	NEWS CLERK	April 1, 2021 au March 31, 2022 (1.5%)	37.50	\$30,934		\$33,199	\$35,430	\$37,728						
		April 1, 2022 au March 31, 2023 (2%)	37.50	\$31,253		\$33,663	\$35,939	\$38,463						
		April 1, 2023 au March 31, 2024 (2%)	37.50	\$32,184		\$34,340	\$36,662	\$39,253						
		April 1, 2024 au March 31, 2025 (1.5%)	37.50	\$32,667		\$35,058	\$37,415	\$39,842						
2	GENERAL CLERK DATA ENTRY OPERATOR WORD PROCESSING OPERATOR RECEPTIONIST	April 1, 2021 au March 31, 2022 (1.5%)	36.25	\$29,340	\$30,884	\$32,511	\$34,220	\$36,021	\$37,918	\$39,915				
		April 1, 2022 au March 31, 2023 (2%)	36.25	\$29,927	\$31,502	\$33,161	\$34,904	\$36,741	\$38,676	\$40,713				
		April 1, 2023 au March 31, 2024 (2%)	36.25	\$30,526	\$32,137	\$33,824	\$35,602	\$37,476	\$39,450	\$41,527				
		April 1, 2024 au March 31, 2025 (1.5%)	36.25	\$30,984	\$32,614	\$34,331	\$36,136	\$38,038	\$40,042	\$42,150				
		April 1, 2021 au March 31, 2022 (1.5%)	36.25	\$33,888	\$35,671	\$37,551	\$39,528	\$41,608	\$43,797	\$46,103				
		April 1, 2022 au March 31, 2023 (2%)	36.25	\$34,566	\$36,384	\$38,302	\$40,319	\$42,440	\$44,673	\$47,025				
3	GENERAL SERVICES CLERK CLERK, DISTRIBUTION AND INVENTORY SHIPPER/RECEPTIONIST AMBASSADOR WORD PROCESSING OPERATOR (TEAM LEADER) RECEPTIONIST (TEAM LEADER) INFORMATION CLERK COPIER DIGITIZATION CLERK REGIONAL ASSISTANT	April 1, 2023 au March 31, 2024 (2%)	36.25	\$35,257	\$37,112	\$39,068	\$41,125	\$43,289	\$45,566	\$47,966				
		April 1, 2024 au March 31, 2025 (1.5%)	36.25	\$35,786	\$37,669	\$39,654	\$41,742	\$43,938	\$46,249	\$48,685				
		April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$37,051	\$38,549	\$39,954	\$45,594	\$50,534					\$51,821	
		April 1, 2022 au March 31, 2023 (2%)	40.00	\$37,792	\$39,320	\$40,753	\$46,506	\$51,545					\$52,857	
		April 1, 2023 au March 31, 2024 (2%)	40.00	\$38,548	\$40,106	\$41,568	\$47,436	\$52,576					\$53,914	
		April 1, 2024 au March 31, 2025 (1.5%)	40.00	\$39,126	\$40,708	\$42,192	\$48,148	\$53,365					\$54,723	
4	ASSISTANT TECHNICIAN DRESSER STAGHAND TAILOR/DESIGNER TELEVISION ASSISTANT	April 1, 2021 au March 31, 2022 (1.5%)	36.25	\$38,142	\$41,002	\$43,370	\$46,653	\$48,052	\$50,586	\$53,246				
		April 1, 2022 au March 31, 2023 (2%)	36.25	\$38,925	\$42,026	\$44,237	\$46,566	\$49,013	\$51,538	\$54,311				
		April 1, 2023 au March 31, 2024 (2%)	36.25	\$40,734	\$42,867	\$45,122	\$47,697	\$49,993	\$52,630	\$55,397				
		April 1, 2024 au March 31, 2025 (1.5%)	36.25	\$41,335	\$43,510	\$45,739	\$48,209	\$50,743	\$53,419	\$56,228				
		April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$38,268	\$39,907	\$41,217	\$47,046	\$53,879					\$55,264	
		April 1, 2022 au March 31, 2023 (2%)	40.00	\$39,033	\$40,705	\$42,041	\$47,987	\$54,957					\$56,269	
5	ASSISTANT RECEIVING AND INVENTORY ADMINISTRATION ASSISTANT ASSIGNMENT ASSISTANT OFFICE INFORMATION ASSISTANT COMMUNICATIONS ASSISTANT CUSTOMER ASSISTANT SCHEDULING ASSISTANT ASSISTANT, REPORTS & STATISTICS ASSISTANT, SALES AND MARKETING CLERK, ACCOUNTING COORDINATOR, WORD PROCESSING DRAFTSMAN- PLOTTER AMBASSADOR, TEAM LEADER PRESS OPERATOR ARCHIVE AND DOCUMENTATION TECHNICIAN COMPUTER SUPPORT TECHNICIAN INFORMATION CLERK (TEAM LEADER) CLERK, GENERAL SPACE MANAGEMENT PROJECT TRANSLATION CLERK CLERK, DISTRIBUTION AND INVENTORY (TEAM LEADER) GENERAL SERVICES CLERK (TEAM LEADER) ASSISTANT, NEWS MEDIA ASSISTANT, FREQUENCY MANAGEMENT ASSISTANT, JANITORIAL SERVICES DESKTOP PUBLISHING ASSISTANT	April 1, 2023 au March 31, 2024 (2%)	40.00	\$49,411	\$42,142	\$43,525	\$49,681	\$56,897					\$58,358	
		April 1, 2024 au March 31, 2025 (1.5%)	40.00	\$49,411	\$42,142	\$43,525	\$49,681	\$56,897					\$58,358	
		April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$38,268	\$39,907	\$41,217	\$47,046	\$53,879					\$55,264	
		April 1, 2022 au March 31, 2023 (2%)	40.00	\$39,033	\$40,705	\$42,041	\$47,987	\$54,957					\$56,269	
		April 1, 2023 au March 31, 2024 (2%)	40.00	\$39,814	\$41,519	\$42,882	\$48,947	\$56,056					\$57,496	
		April 1, 2024 au March 31, 2025 (1.5%)	40.00	\$40,411	\$42,142	\$43,525	\$49,681	\$56,897					\$58,358	
6	ASST TECH (ANILLARY LIGHTING SVT) FLY SYSTEMS OPERATOR	April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$38,268	\$39,907	\$41,217	\$47,046	\$53,879					\$55,264	
		April 1, 2022 au March 31, 2023 (2%)	40.00	\$39,033	\$40,705	\$42,041	\$47,987	\$54,957					\$56,269	
		April 1, 2023 au March 31, 2024 (2%)	40.00	\$39,814	\$41,519	\$42,882	\$48,947	\$56,056					\$57,496	
		April 1, 2024 au March 31, 2025 (1.5%)	40.00	\$40,411	\$42,142	\$43,525	\$49,681	\$56,897					\$58,358	
		April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$38,268	\$39,907	\$41,217	\$47,046	\$53,879					\$55,264	
		April 1, 2022 au March 31, 2023 (2%)	40.00	\$39,033	\$40,705	\$42,041	\$47,987	\$54,957					\$56,269	

New Pay Bands	Title	Effective Dates	Schedule	Hire	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	
7	ASSIGNMENT ASSISTANT	April 1, 2021 au 31 mars 2022 (1.5%)	37.50	\$42,052		\$43,747	\$45,440	\$47,133	\$48,828	\$50,519	\$52,212	\$53,906	\$55,597	
	ASSOCIATE PRODUCER/RADIO	April 1, 2022 au 31 mars 2023 (2%)	37.50	\$42,893		\$44,622	\$46,349	\$48,076	\$49,805	\$51,529	\$53,256	\$54,984	\$56,709	
	ASSIGNMENT AUXILIARY	April 1, 2023 au 31 mars 2024 (2%)	37.50	\$43,751		\$45,514	\$47,276	\$49,038	\$50,801	\$52,560	\$54,321	\$56,084	\$57,843	
	DOCUMENTALIST	April 1, 2024 au 31 mars 2025 (1.5%)	37.50	\$44,407		\$46,197	\$47,985	\$49,774	\$51,563	\$53,348	\$55,136	\$56,925	\$58,711	
	TRACTOR-TRAILER DRIVER	April 1, 2021 au 31 mars 2022 (1.5%)	40.00	\$38,549	\$39,954	\$41,594	\$43,384	\$45,224	\$47,114	\$49,054	\$51,044	\$53,084	\$55,174	\$57,314
8	DRIVER	April 1, 2022 au 31 mars 2023 (2%)	40.00	\$39,320	\$40,753	\$42,286	\$43,919	\$45,652	\$47,485	\$49,418	\$51,451	\$53,584	\$55,817	\$58,150
	LIGHT BOARD OPERATOR (ORE)	April 1, 2023 au 31 mars 2024 (2%)	40.00	\$40,106	\$41,568	\$43,130	\$44,793	\$46,556	\$48,419	\$50,282	\$52,245	\$54,308	\$56,471	\$58,734
	PAINTER	April 1, 2024 au 31 mars 2025 (1.5%)	40.00	\$40,708	\$42,192	\$43,848	\$45,564	\$47,340	\$49,277	\$51,274	\$53,341	\$55,468	\$57,655	\$60,002
	ASSISTANT MAINTENANCE TECHNICIAN	April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$39,954	\$41,594	\$43,384	\$45,224	\$47,114	\$49,054	\$51,044	\$53,084	\$55,174	\$57,314	\$59,504
9	HAIRSTYLIST	April 1, 2022 au March 31, 2023 (2%)	40.00	\$40,753	\$42,593	\$44,533	\$46,573	\$48,713	\$50,953	\$53,293	\$55,733	\$58,173	\$60,713	\$63,253
	SCENIC CONSTRUCTOR	April 1, 2023 au March 31, 2024 (2%)	40.00	\$41,568	\$43,468	\$45,468	\$47,568	\$49,768	\$52,068	\$54,468	\$56,868	\$59,768	\$62,768	\$65,768
	MAKE-UP ARTIST	April 1, 2024 au March 31, 2025 (1.5%)	40.00	\$42,192	\$44,148	\$46,204	\$48,360	\$50,616	\$53,072	\$55,628	\$58,234	\$60,990	\$63,846	\$66,798
	STAGE TECHNICIAN	April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$39,954	\$41,594	\$43,384	\$45,224	\$47,114	\$49,054	\$51,044	\$53,084	\$55,174	\$57,314	\$59,504
10	UPHOLSTERY/DECORATOR	April 1, 2021 au March 31, 2022 (1.5%)	37.50	\$46,221		\$48,046	\$49,871	\$51,697	\$53,521	\$55,348	\$57,171	\$58,996	\$60,822	
	COSTUME MAKER	April 1, 2022 au March 31, 2023 (2%)	37.50	\$47,145		\$49,007	\$50,868	\$52,731	\$54,591	\$56,455	\$58,314	\$60,176	\$62,038	
	ANNOUNCER	April 1, 2023 au March 31, 2024 (2%)	37.50	\$48,088		\$49,987	\$51,885	\$53,786	\$55,683	\$57,584	\$59,480	\$61,380	\$63,279	
	GRAPHIC ARTS ASSISTANT	April 1, 2024 au March 31, 2025 (1.5%)	37.50	\$48,809		\$50,737	\$52,663	\$54,593	\$56,518	\$58,448	\$60,372	\$62,301	\$64,228	
	RESEARCH DOCUMENTALIST	April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$45,594	\$47,534	\$49,584	\$51,734	\$53,884	\$56,134	\$58,384	\$60,634	\$62,884	\$65,134	\$67,384
11	KEY GRIP (STAGES)	April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$46,506	\$48,506	\$50,506	\$52,506	\$54,506	\$56,506	\$58,506	\$60,506	\$62,506	\$64,506	\$66,506
	VEHICLE MECHANIC	April 1, 2022 au March 31, 2023 (2%)	40.00	\$46,506	\$48,506	\$50,506	\$52,506	\$54,506	\$56,506	\$58,506	\$60,506	\$62,506	\$64,506	\$66,506
	MOBILE LIGHTING SYSTEM TECHNICIAN	April 1, 2023 au March 31, 2024 (2%)	40.00	\$47,436	\$49,576	\$51,716	\$53,856	\$56,000	\$58,240	\$60,480	\$62,960	\$65,440	\$67,920	\$70,360
	INTERNAL LIGHT BOARD OPERATOR (ORE)	April 1, 2024 au March 31, 2025 (1.5%)	40.00	\$48,148	\$50,365	\$52,582	\$54,799	\$57,216	\$59,633	\$62,050	\$64,467	\$66,884	\$69,299	\$71,716
	PURCHASER	April 1, 2021 au March 31, 2022 (1.5%)	36.25	\$45,206	\$47,588	\$50,091	\$52,729	\$55,502	\$58,424	\$61,199	\$64,044	\$66,868	\$69,721	\$72,614
12	ASSISTANT - PRODUCTION EQUIPMENT	April 1, 2022 au March 31, 2023 (2%)	36.25	\$46,110	\$48,540	\$51,093	\$53,784	\$56,612	\$59,592	\$62,729	\$65,864	\$69,044	\$72,261	\$75,524
	SCHEDULING ASSISTANT (TEAM LEADER)	April 1, 2023 au March 31, 2024 (2%)	36.25	\$47,032	\$49,511	\$52,115	\$54,860	\$57,744	\$60,784	\$63,844	\$66,944	\$70,084	\$73,324	\$76,654
	COMMERCIAL INVENTORY ASSISTANT	April 1, 2024 au March 31, 2025 (1.5%)	36.25	\$47,737	\$50,254	\$52,897	\$55,683	\$58,610	\$61,584	\$64,604	\$67,674	\$70,804	\$74,024	\$77,344
	BROADCAST ACQUISITION SURVEYS	April 1, 2021 au March 31, 2022 (1.5%)	36.25	\$46,221		\$48,046	\$49,871	\$51,697	\$53,521	\$55,348	\$57,171	\$58,996	\$60,822	\$62,647
	CAPITALIZATION OFFICER	April 1, 2022 au March 31, 2023 (2%)	36.25	\$47,145		\$49,007	\$50,868	\$52,731	\$54,591	\$56,455	\$58,314	\$60,176	\$62,038	\$63,801
EVENT COORDINATION OFFICER	April 1, 2023 au March 31, 2024 (2%)	36.25	\$48,088		\$49,987	\$51,885	\$53,786	\$55,683	\$57,584	\$59,480	\$61,380	\$63,279	\$65,178	
INFORMATION SYSTEMS OFFICER, USER S/ICE	April 1, 2024 au March 31, 2025 (1.5%)	36.25	\$48,809		\$50,737	\$52,663	\$54,593	\$56,518	\$58,448	\$60,372	\$62,301	\$64,228	\$66,155	
ADVERTISING/PROMOTION SUPPORT OFFICER	April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$45,594	\$47,534	\$49,584	\$51,734	\$53,884	\$56,134	\$58,384	\$60,634	\$62,884	\$65,134	\$67,384	
ADMINISTRATION OFFICER	April 1, 2022 au March 31, 2023 (2%)	40.00	\$46,506	\$48,506	\$50,506	\$52,506	\$54,506	\$56,506	\$58,506	\$60,506	\$62,506	\$64,506	\$66,506	
ACCOUNTING OFFICER	April 1, 2023 au March 31, 2024 (2%)	40.00	\$47,436	\$49,576	\$51,716	\$53,856	\$56,000	\$58,240	\$60,480	\$62,960	\$65,440	\$67,920	\$70,360	
SCHEDULING OFFICER	April 1, 2024 au March 31, 2025 (1.5%)	40.00	\$48,148	\$50,365	\$52,582	\$54,799	\$57,216	\$59,633	\$62,050	\$64,467	\$66,884	\$69,299	\$71,716	
ANALYST, TELEPHONY	April 1, 2021 au March 31, 2022 (1.5%)	36.25	\$45,206	\$47,588	\$50,091	\$52,729	\$55,502	\$58,424	\$61,199	\$64,044	\$66,868	\$69,721	\$72,614	
ADMIN ASST - TEAM LEADER	April 1, 2022 au March 31, 2023 (2%)	36.25	\$46,110	\$48,540	\$51,093	\$53,784	\$56,612	\$59,592	\$62,729	\$65,864	\$69,044	\$72,261	\$75,524	
SALES OFFICER, OPERATIONS	April 1, 2023 au March 31, 2024 (2%)	36.25	\$47,032	\$49,511	\$52,115	\$54,860	\$57,744	\$60,784	\$63,844	\$66,944	\$70,084	\$73,324	\$76,654	
OFFICER, SALES AND MARKETING	April 1, 2024 au March 31, 2025 (1.5%)	36.25	\$47,737	\$50,254	\$52,897	\$55,683	\$58,610	\$61,584	\$64,604	\$67,674	\$70,804	\$74,024	\$77,344	
COORDINATOR, ASSIGNMENTS	April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$39,954	\$41,594	\$43,384	\$45,224	\$47,114	\$49,054	\$51,044	\$53,084	\$55,174	\$57,314	\$59,504	
COORDINATOR, SCHEDULES	April 1, 2022 au March 31, 2023 (2%)	40.00	\$40,753	\$42,593	\$44,533	\$46,573	\$48,713	\$50,953	\$53,293	\$55,733	\$58,173	\$60,713	\$63,253	
TECHNICAL SUPPORT GUIDEMUSIC LIBRARIAN	April 1, 2023 au March 31, 2024 (2%)	40.00	\$41,568	\$43,468	\$45,468	\$47,568	\$49,768	\$52,068	\$54,468	\$56,868	\$59,768	\$62,768	\$65,768	
WEB INTEGRATOR	April 1, 2024 au March 31, 2025 (1.5%)	40.00	\$42,192	\$44,148	\$46,204	\$48,360	\$50,616	\$53,072	\$55,628	\$58,234	\$60,990	\$63,846	\$66,798	
PROGRAMMER	April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$39,954	\$41,594	\$43,384	\$45,224	\$47,114	\$49,054	\$51,044	\$53,084	\$55,174	\$57,314	\$59,504	
PROCUREMENT COORDINATOR	April 1, 2022 au March 31, 2023 (2%)	40.00	\$40,753	\$42,593	\$44,533	\$46,573	\$48,713	\$50,953	\$53,293	\$55,733	\$58,173	\$60,713	\$63,253	
RECEPTION COORDINATOR	April 1, 2023 au March 31, 2024 (2%)	40.00	\$41,568	\$43,468	\$45,468	\$47,568	\$49,768	\$52,068	\$54,468	\$56,868	\$59,768	\$62,768	\$65,768	
MULTI-SERVICES COUNTER COORDINATOR	April 1, 2024 au March 31, 2025 (1.5%)	40.00	\$42,192	\$44,148	\$46,204	\$48,360	\$50,616	\$53,072	\$55,628	\$58,234	\$60,990	\$63,846	\$66,798	
SHOW SALES OFFICER	April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$39,954	\$41,594	\$43,384	\$45,224	\$47,114	\$49,054	\$51,044	\$53,084	\$55,174	\$57,314	\$59,504	
OFFICE AUTOMATION OFFICER	April 1, 2022 au March 31, 2023 (2%)	40.00	\$40,753	\$42,593	\$44,533	\$46,573	\$48,713	\$50,953	\$53,293	\$55,733	\$58,173	\$60,713	\$63,253	
OFFICER, INSTITUTIONAL AFFAIRS AND STRATEGIC PLANNING	April 1, 2023 au March 31, 2024 (2%)	40.00	\$41,568	\$43,468	\$45,468	\$47,568	\$49,768	\$52,068	\$54,468	\$56,868	\$59,768	\$62,768	\$65,768	
REFERENCE ASSISTANT (TEAM LEADER)	April 1, 2024 au March 31, 2025 (1.5%)	40.00	\$42,192	\$44,148	\$46,204	\$48,360	\$50,616	\$53,072	\$55,628	\$58,234	\$60,990	\$63,846	\$66,798	
COMMUNICATIONS ASSISTANT (TEAM LEADER)	April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$39,954	\$41,594	\$43,384	\$45,224	\$47,114	\$49,054	\$51,044	\$53,084	\$55,174	\$57,314	\$59,504	
ASSIGNMENT ASSISTANT (TEAM LEADER)	April 1, 2022 au March 31, 2023 (2%)	40.00	\$40,753	\$42,593	\$44,533	\$46,573	\$48,713	\$50,953	\$53,293	\$55,733	\$58,173	\$60,713	\$63,253	

New Pay Bands	Title	Effective Dates	Schedule	Hire	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years
13	SOUND EDITOR-ASSISTANT	April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$50,534	\$55,894	\$58,702	\$59,755	\$63,967				\$65,884	
	COVERMAN	April 1, 2022 au March 31, 2023 (2%)	40.00	\$51,545	\$57,012	\$59,876	\$60,950	\$65,246				\$67,196	
	HEAD MAKE-UP ARTIST/HAIKIST/STYL	April 1, 2023 au March 31, 2024 (2%)	40.00	\$53,576	\$58,152	\$61,074	\$62,169	\$66,551				\$68,524	
	LIGHTING TECHNICIAN	April 1, 2024 au March 31, 2025 (1.5%)	40.00	\$53,385	\$59,024	\$61,990	\$63,102	\$67,549				\$69,528	
	PROCUREMENT SPECIALIST												
	TECHNICAL INSTALLER												
	SWITCHER												
	DECOR ESTIMATOR												
	ASSISTANT COSTUME DESIGNER												
	SOUND EFFECTS TECHNICIAN												
	DUPLICATION/FRED/ARCHIVE TECHNICIAN												
	IMAGE CONTROL TECHNICIAN												
	AUDIO TECHNICIAN - RADIO												
AUDIO TECHNICIAN - TV													
CHYRON OPERATOR													
SPECIAL EFFECTS TECHNICIAN													
ASSISTANT DECORATOR													
14	AUDIO TECHNICIAN	April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$57,395	\$57,556	\$59,404	\$61,533	\$65,865				\$67,549	
	SCENIC ARTIST	April 1, 2022 au March 31, 2023 (2%)	40.00	\$59,382	\$58,707	\$60,592	\$62,764	\$67,182				\$68,900	
		April 1, 2023 au March 31, 2024 (2%)	40.00	\$54,480	\$59,881	\$61,804	\$64,019	\$68,526				\$70,278	
		April 1, 2024 au March 31, 2025 (1.5%)	40.00	\$55,267	\$60,779	\$62,719	\$64,979	\$69,554				\$71,332	
	RESOURCE DESK ASSISTANT	April 1, 2021 au March 31, 2022 (1.5%)	37.50	\$51,486		\$53,518	\$55,549	\$57,581	\$59,615	\$61,647	\$63,678	\$65,713	\$67,743
	ASSOCIATE PRODUCER RADIO	April 1, 2022 au March 31, 2023 (2%)	37.50	\$52,516		\$54,588	\$56,660	\$58,733	\$60,807	\$62,880	\$64,952	\$67,027	\$69,098
	PRODUCTION ASSISTANT	April 1, 2023 au March 31, 2024 (2%)	37.50	\$53,566		\$55,680	\$57,793	\$59,908	\$62,023	\$64,138	\$66,251	\$68,368	\$70,480
TV PRODUCTION ASSISTANT	April 1, 2024 au March 31, 2025 (1.5%)	37.50	\$54,369		\$56,515	\$58,660	\$60,807	\$62,953	\$65,100	\$67,245	\$69,394	\$71,537	
15	LIBRARIAN												
	MEDIA LIBRARIAN												
	ANTI-VIOLENCE SIGNAGE DELEGATE												
	CREW LEADER - WORKSHOP	April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$58,894	\$58,702	\$59,735	\$60,867	\$66,847				\$68,955	
	DESIGNER - COMPUTER GRAPHICS A	April 1, 2022 au March 31, 2023 (2%)	40.00	\$57,012	\$59,876	\$60,950	\$65,246	\$68,184				\$69,926	
	PRODUCTION EDITOR	April 1, 2023 au March 31, 2024 (2%)	40.00	\$56,152	\$61,074	\$62,169	\$66,551	\$69,549				\$71,325	
16	EDITOR	April 1, 2024 au March 31, 2025 (1.5%)	40.00	\$59,024	\$61,990	\$63,102	\$67,549					\$72,995	
	MAINTENANCE TECHNICIAN												
	GENERAL MAINTENANCE TECHNICIAN												
	COLUMNIST	April 1, 2021 au March 31, 2022 (1.5%)	37.50	\$53,159		\$55,259	\$57,355	\$59,455	\$61,552	\$63,650	\$65,747	\$67,846	\$69,942
	COLUMNIST RESEARCHER	April 1, 2022 au March 31, 2023 (2%)	37.50	\$54,222		\$56,364	\$58,502	\$60,644	\$62,783	\$64,923	\$67,062	\$69,203	\$71,341
	TRAFFIC REPORTER	April 1, 2023 au March 31, 2024 (2%)	37.50	\$55,306		\$57,491	\$59,672	\$61,857	\$64,039	\$66,221	\$68,403	\$70,587	\$72,768
17	SPEAKER CAPTIONER	April 1, 2024 au March 31, 2025 (1.5%)	37.50	\$56,136		\$58,353	\$60,567	\$62,785	\$65,000	\$67,214	\$69,429	\$71,646	\$73,860
	COLUMNIST-COLLABORATOR												
	MAINTENANCE TECHNICIAN - ISOLATED LOCATION	April 1, 2021 au March 31, 2022 (1.5%)	40.00	\$57,556	\$59,707	\$61,533	\$65,865	\$68,907				\$70,640	
		April 1, 2022 au March 31, 2023 (2%)	40.00	\$58,707	\$60,901	\$62,784	\$67,182	\$70,285				\$72,826	\$74,953
18		April 1, 2023 au March 31, 2024 (2%)	40.00	\$59,881	\$62,119	\$64,019	\$68,526	\$71,691				\$73,494	
		April 1, 2024 au March 31, 2025 (1.5%)	40.00	\$60,779	\$63,051	\$64,979	\$69,554	\$72,766				\$74,996	

New Pay Bands	Title	Effective Dates	Schedule	Hire	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years
19	OFFICE AUTOMATION OFFICER (TEAM LEADER)	April 1, 2021 au March 31, 2022 (1.5%)	36.25	\$52,215	\$54,063	\$57,856	\$60,901	\$64,105	\$67,477	\$71,037			
	COMMERCIAL OFFICER	April 1, 2022 au March 31, 2023 (2%)	36.25	\$52,215	\$55,662	\$59,013	\$62,119	\$65,387	\$68,827	\$72,458			
	TRAINING OFFICER	April 1, 2022 au March 31, 2024 (2%)	36.25	\$54,324	\$57,181	\$60,193	\$63,361	\$66,695	\$70,204	\$73,907			
	COMMUNICATIONS OFFICER (BROADCASTING)	April 1, 2024 au March 31, 2025 (1.5%)	36.25	\$55,139	\$58,041	\$61,086	\$64,311	\$67,695	\$71,257	\$75,016			
	OFFICER, COPYRIGHT												
	OFFICER, SALES AND MARKETING (TEAM LEADER)												
	INFO SYSTEMS OFFICER, USER SVCS (TEAM LEADER)												
	SALES OFFICER, OPERATIONS (TEAM LEADER)												
	RESEARCH ANALYST (SURVEYS)												
	DESIGN ANALYST												
	ANALYST, DATA AND REPORTS												
	ANALYST, SALES AND MARKETING												
	PROJECT DELEGATE												
	PROJ DELEGATE COMMUNICATION												
	PROJECT LEADER, PRODUCTION POST-PROD.												
	PROJECT DELEGATE, SPACE MANAGEMENT												
	PROJECT DELEGATE, OLYMPICS												
	PROJECT LEADER, PRINT & MULTIMEDIA PROD												
	PROCUREMENT OFFICER												
CONTENT SALES CONSULTANT													
ADVISOR, COMPUTER SUPPORT													
COORD SCHEDULES TEAM LEADER													
COORD SALES AND MARKETING													
COORDINATOR SCHEDULE & BROADCASTING													
MERCHANDISING COORDINATOR													
COORDINATOR, TV TAPE LIBRARY													
DRAFTSMAN													
WRITER, COMMUNICATIONS													
MUSIC LIBRARIAN (TEAM LEADER)													
WEB INTEGRATOR (TEAM LEADER)													
STORAGE ROOM COORDINATOR													
AUDIENCE RELATIONS COORDINATOR													
OFFICE AUTOMATION COORDINATOR													
SHOW SALES ADVISOR													
ANALYST, SALES AND MARKETING													
PROGRAMMER ANALYST													
TELECOMMUNICATIONS AND COMPUTER SUPPORT NETWORK OFFICER													
ACCOUNTING OFFICER (TEAM LEADER)													
CONSULTANT, ADVERTISING STANDARDS													
PRODUCTION EQUIPMENT ASSISTANT (TEAM LEADER)													
COMMUNICATIONS ASSISTANT (PHOTO)													
INTERMEDIATE SWITCHER		April 1, 2021 au 31 mars 2022 (1.5%)	40.00	\$59,702	\$59,755	\$63,967	\$66,847	\$69,796				\$71,628	
INTERMEDIATE CAMERAMAN (STUDIO)		April 1, 2022 au 31 mars 2023 (2%)	40.00	\$59,876	\$60,950	\$65,246	\$68,184	\$71,192				\$72,959	
SUPERVISING TECHNICAL INSTALLER		April 1, 2023 au 31 mars 2024 (2%)	40.00	\$61,074	\$62,169	\$66,551	\$69,548	\$72,616				\$74,418	
INTERMEDIATE EDITOR		April 1, 2024 au 31 mars 2025 (1.5%)	40.00	\$61,990	\$63,102	\$67,549	\$70,591	\$73,705				\$75,534	
PRODUCTION EDITOR													
ELECTRICAL INSTALLATION TECHNICIAN													
INTERMEDIATE CHROM OPERATOR													
INTERMEDIATE AUDIO TECH - RADIO													
INTERMEDIATE AUDIO TECH - TV													
QUALITY CONTROL TECHNICIAN													
SOUND MIXING/PROCESSING TECHNICIAN													

New Pay Bands	Title	Schedule	Hire	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years
21	COMMUNICATIONS OFFICER	37.50	\$54,009	\$56,287	\$58,562	\$60,835	\$63,109	\$65,383	\$67,657	\$69,931	\$72,205	\$74,479
	EVALUATION AND PROGRAMMING OFFICER	37.50	\$55,089	\$57,367	\$59,645	\$61,923	\$64,201	\$66,479	\$68,757	\$71,035	\$73,313	\$75,591
	COMMENTATOR-INTERVIEWER	37.50	\$56,091	\$58,369	\$60,647	\$62,925	\$65,203	\$67,481	\$69,759	\$72,037	\$74,315	\$76,593
	WEBMASTER	37.50	\$57,034	\$59,312	\$61,590	\$63,868	\$66,146	\$68,424	\$70,702	\$72,980	\$75,258	\$77,536
22	RESEARCHER	40.00	\$59,239	\$62,072	\$64,905	\$67,738	\$70,571	\$73,404	\$76,237	\$79,070	\$81,903	\$84,736
	RESEARCHER - ASSOCIATE PRODUCER/RADIO ARCHIVAL/EDITORIAL ARCHIVE CONTENT EDITOR	40.00	\$60,244	\$63,077	\$65,910	\$68,743	\$71,576	\$74,409	\$77,242	\$80,075	\$82,908	\$85,741
	SOUND TECHNICIAN/COLUMNIST RESEARCHER	40.00	\$61,249	\$64,082	\$66,915	\$69,748	\$72,581	\$75,414	\$78,247	\$81,080	\$83,913	\$86,746
	PRODUCTION DESIGNER/EDITOR	40.00	\$62,254	\$65,087	\$67,920	\$70,753	\$73,586	\$76,419	\$79,252	\$82,085	\$84,918	\$87,751
23	COORD. TECH/NTWK CTRL CTR & TV MASTER CTRL	40.00	\$69,950	\$72,783	\$75,616	\$78,449	\$81,282	\$84,115	\$86,948	\$89,781	\$92,614	\$95,447
	COORD. TECH/NTWK CTRL CTR & MASTER CTRL	40.00	\$69,950	\$72,783	\$75,616	\$78,449	\$81,282	\$84,115	\$86,948	\$89,781	\$92,614	\$95,447
	COORD. TECH/ON AIR	40.00	\$62,169	\$65,002	\$67,835	\$70,668	\$73,501	\$76,334	\$79,167	\$82,000	\$84,833	\$87,666
	TECH TV SIGNAL TRANSMISSION (ENG) SERVER/MANAGEMENT TECHNICIAN	40.00	\$63,174	\$66,007	\$68,840	\$71,673	\$74,506	\$77,339	\$80,172	\$83,005	\$85,838	\$88,671
24	GENERAL MAINTENANCE TECHNICIAN	40.00	\$61,389	\$63,722	\$66,055	\$68,388	\$70,721	\$73,054	\$75,387	\$77,720	\$80,053	\$82,386
	GEN MAINTENANCE TECHNICIAN - ISOLATED LOCATION	40.00	\$62,421	\$64,754	\$67,087	\$69,420	\$71,753	\$74,086	\$76,419	\$78,752	\$81,085	\$83,418
	TELEVISION MAINTENANCE TECHNICIAN	40.00	\$63,453	\$65,786	\$68,119	\$70,452	\$72,785	\$75,118	\$77,451	\$79,784	\$82,117	\$84,450
	RADIO MASTER CONTROL TECHNICIAN	40.00	\$64,485	\$66,818	\$69,151	\$71,484	\$73,817	\$76,150	\$78,483	\$80,816	\$83,149	\$85,482
25	SUPERVISING TECHNICIAN	40.00	\$65,367	\$67,700	\$70,033	\$72,366	\$74,699	\$77,032	\$79,365	\$81,698	\$84,031	\$86,364
	SUPERVISING MAINTENANCE TECHNICIAN	40.00	\$65,367	\$67,700	\$70,033	\$72,366	\$74,699	\$77,032	\$79,365	\$81,698	\$84,031	\$86,364
	PROSTHETICS AND SPECIAL MAKEUP DESIGNER	40.00	\$65,246	\$67,579	\$69,912	\$72,245	\$74,578	\$76,911	\$79,244	\$81,577	\$83,910	\$86,243
	JH MAINTENANCE TECHNICIAN	40.00	\$66,551	\$68,884	\$71,217	\$73,550	\$75,883	\$78,216	\$80,549	\$82,882	\$85,215	\$87,548
26	GENERAL MTC/TECH - MOBILE BROADCASTING FLEET MAINTENANCE TECHNICIAN - SPECIAL EVENTS	40.00	\$67,549	\$70,382	\$73,215	\$76,048	\$78,881	\$81,714	\$84,547	\$87,380	\$90,213	\$93,046
	SUPERVISING MAINTENANCE TECHNICIAN - ISOLATED LOCATION	40.00	\$67,549	\$70,382	\$73,215	\$76,048	\$78,881	\$81,714	\$84,547	\$87,380	\$90,213	\$93,046
	ANOUNCER-INTERVIEWER (NORTHERN SERVICES)	37.50	\$59,328	\$61,661	\$64,004	\$66,347	\$68,690	\$71,033	\$73,376	\$75,719	\$78,062	\$80,405
	COOP WRITER	37.50	\$60,780	\$63,113	\$65,446	\$67,789	\$70,132	\$72,475	\$74,818	\$77,161	\$79,504	\$81,847
27	JOURNALIST	37.50	\$61,892	\$64,225	\$66,558	\$68,891	\$71,224	\$73,557	\$75,890	\$78,223	\$80,556	\$82,889
	JOURNALIST-ANCHOR (SPEC/BLINDND NEWS/CS)	37.50	\$61,892	\$64,225	\$66,558	\$68,891	\$71,224	\$73,557	\$75,890	\$78,223	\$80,556	\$82,889
	MEDIA LIBRARY COORDINATOR	37.50	\$61,892	\$64,225	\$66,558	\$68,891	\$71,224	\$73,557	\$75,890	\$78,223	\$80,556	\$82,889
	LIBRARY COORDINATOR	37.50	\$61,892	\$64,225	\$66,558	\$68,891	\$71,224	\$73,557	\$75,890	\$78,223	\$80,556	\$82,889
28	JOURNALIST - COLLABORATOR - INFO SPEAKER/CAPTIONER TEAM LEADER RESEARCHER	40.00	\$70,951	\$73,784	\$76,617	\$79,450	\$82,283	\$85,116	\$87,949	\$90,782	\$93,615	\$96,448
	SUPERVISING MAINTENANCE TECHNICIAN - ISOLATED LOCATION	40.00	\$70,951	\$73,784	\$76,617	\$79,450	\$82,283	\$85,116	\$87,949	\$90,782	\$93,615	\$96,448
	SWITCHER/DIRECTOR	40.00	\$69,380	\$71,713	\$74,046	\$76,379	\$78,712	\$81,045	\$83,378	\$85,711	\$88,044	\$90,377
	ADVANCED MAINTENANCE TECHNICIAN	40.00	\$68,184	\$70,517	\$72,850	\$75,183	\$77,516	\$79,849	\$82,182	\$84,515	\$86,848	\$89,181
29	DESKTOP/RADIO/SYS TECHNICIAN	40.00	\$69,951	\$72,784	\$75,617	\$78,450	\$81,283	\$84,116	\$86,949	\$89,782	\$92,615	\$95,448
	JOURNALIST/PRESENTER	40.00	\$61,577	\$63,910	\$66,243	\$68,576	\$70,909	\$73,242	\$75,575	\$77,908	\$80,241	\$82,574
	REPORTER, DIGITAL FORMATS	37.50	\$62,809	\$65,142	\$67,475	\$69,808	\$72,141	\$74,474	\$76,807	\$79,140	\$81,473	\$83,806
	SPECIALIZED REPORTER	37.50	\$64,065	\$66,398	\$68,731	\$71,064	\$73,397	\$75,730	\$78,063	\$80,396	\$82,729	\$85,062
27	ASSISTANT LINEUP EDITOR (NATIONAL)	37.50	\$64,065	\$66,398	\$68,731	\$71,064	\$73,397	\$75,730	\$78,063	\$80,396	\$82,729	\$85,062
	VIDEO JOURNALIST	37.50	\$65,026	\$67,359	\$69,692	\$72,025	\$74,358	\$76,691	\$79,024	\$81,357	\$83,690	\$86,023
	ASSISTANT ASSIGNMENT EDITOR (NATIONAL)	37.50	\$65,026	\$67,359	\$69,692	\$72,025	\$74,358	\$76,691	\$79,024	\$81,357	\$83,690	\$86,023
	ASSISTANT ASSIGNMENT EDITOR (NATIONAL)	37.50	\$65,026	\$67,359	\$69,692	\$72,025	\$74,358	\$76,691	\$79,024	\$81,357	\$83,690	\$86,023

New Pay Bands	Title	Effective Dates	Schedule	Hire	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	
30	COMMERCIAL OFFICER, TEAM LEADER CONSULTANT, ADVERTISING STANDARDS ADVERTISING CONSULTANT COMPUTER SUPPORT ADVISOR (TEAM LEADER) EDUCATIONAL SALES CONSULTANT/COORDINATOR COORDINATOR-ANALYST, COLLECTIONS WRITER/EDITOR INSTITUTIONAL SALES CONSULTANT DRAFTSMAN (TEAM LEADER) PROJECT AUTOMATION COORDINATOR (TEAM LEADER) PROJECT DELEGATE, SPACE MANAGEMENT (TEAM LEADER) COPYRIGHT OFFICER (TEAM LEADER)	April 1, 2021 to March 31, 2022 (1.5%)	36.25	\$60,309	\$63,482	\$66,826	\$70,341	\$74,044	\$77,939	\$82,042				
		April 1, 2022 to March 31, 2023 (2%)	36.25	\$61,515	\$64,752	\$68,163	\$71,748	\$75,525	\$79,498	\$83,683				
		April 1, 2023 to March 31, 2024 (2%)	36.25	\$62,745	\$66,047	\$69,526	\$73,183	\$77,036	\$81,088	\$85,357				
		April 1, 2024 to March 31, 2025 (1.5%)	36.25	\$63,986	\$67,038	\$70,569	\$74,381	\$78,192	\$82,304	\$86,637				
31	ADVANCED MAINTENANCE TECHNICIAN - ISOLATED LOCATION	April 1, 2021 to March 31, 2022 (1.5%)	40.00	\$68,720	\$71,764	\$74,336	\$77,626	\$80,235				\$82,250		
		April 1, 2022 to March 31, 2023 (2%)	40.00	\$70,094	\$73,199	\$75,823	\$79,015	\$81,840					\$83,895	
		April 1, 2023 to March 31, 2024 (2%)	40.00	\$71,486	\$74,663	\$77,339	\$80,655	\$83,437					\$85,573	
		April 1, 2024 to March 31, 2025 (1.5%)	40.00	\$72,968	\$76,283	\$78,989	\$81,961	\$84,779					\$86,857	
		April 1, 2021 to March 31, 2022 (1.5%)	40.00	\$69,796	\$72,324	\$74,320	\$76,919	\$80,111					\$82,876	
		April 1, 2022 to March 31, 2023 (2%)	40.00	\$71,192	\$73,770	\$75,836	\$79,857	\$83,446					\$86,254	
32	DESIGNER - DECOR DESIGNER - COMPUTER GRAPHICS DESIGNER - COMPUTER GRAPHICS B DESIGNER - DATA ILLUSTRATOR INTERACTIVE DESIGNER/MULTI-DIGI PRODUCTS SYSTEMS MANAGEMENT MAINTENANCE TECHNICIAN	April 1, 2023 to March 31, 2024 (2%)	40.00	\$73,616	\$75,245	\$76,363	\$81,654	\$87,155					\$90,346	
		April 1, 2024 to March 31, 2025 (1.5%)	40.00	\$73,705	\$76,374	\$78,538	\$82,676	\$88,462					\$90,686	
		April 1, 2021 to March 31, 2022 (1.5%)	37.50	\$75,499			\$77,985	\$81,309	\$86,284					
		April 1, 2022 to March 31, 2023 (2%)	37.50	\$77,009			\$79,595	\$82,933	\$88,010					
		April 1, 2023 to March 31, 2024 (2%)	37.50	\$78,549			\$81,136	\$84,934	\$89,770					
		April 1, 2024 to March 31, 2025 (1.5%)	37.50	\$79,727			\$82,353	\$85,863	\$91,117					
34	ANCHOR PRODUCER ASSIGNMENT EDITOR (REGIONAL) LINEUP EDITOR (REGIONAL)	April 1, 2021 to March 31, 2022 (1.5%)	37.50	\$65,330			\$67,962	\$70,931	\$73,221	\$75,855	\$78,485	\$81,116	\$83,746	\$86,375
		April 1, 2022 to March 31, 2023 (2%)	37.50	\$66,637			\$69,321	\$72,007	\$74,685	\$77,372	\$80,055	\$82,738	\$85,421	\$88,103
		April 1, 2023 to March 31, 2024 (2%)	37.50	\$67,970			\$70,707	\$73,443	\$76,179	\$78,919	\$81,656	\$84,393	\$87,129	\$89,865
		April 1, 2024 to March 31, 2025 (1.5%)	37.50	\$69,390			\$72,168	\$74,945	\$77,722	\$80,503	\$83,281	\$86,059	\$88,836	\$91,613
		April 1, 2021 to March 31, 2022 (1.5%)	40.00	\$71,037	\$73,870	\$76,747	\$80,961	\$85,056					\$87,711	
		April 1, 2022 to March 31, 2023 (2%)	40.00	\$72,458	\$75,347	\$78,282	\$82,588	\$86,757					\$88,955	
35	DESIGNER - COMPUTER GRAPHICS (S B)	April 1, 2023 to March 31, 2024 (2%)	40.00	\$75,907	\$76,854	\$79,848	\$84,332	\$88,492					\$92,034	
		April 1, 2024 to March 31, 2025 (2.5%)	40.00	\$76,016	\$78,007	\$81,046	\$85,495	\$89,819					\$93,205	
		April 1, 2021 to March 31, 2022 (1.5%)	37.50	\$71,961			\$74,893	\$77,924	\$79,754	\$79,687	\$81,619	\$83,553	\$85,482	\$87,414
		April 1, 2022 to March 31, 2023 (2%)	37.50	\$73,400			\$76,332	\$79,309	\$81,281	\$83,251	\$85,224	\$87,192	\$89,162	
		April 1, 2023 to March 31, 2024 (2%)	37.50	\$74,868			\$77,878	\$80,895	\$82,907	\$84,916	\$86,928	\$88,936	\$90,945	
		April 1, 2024 to March 31, 2025 (1.5%)	37.50	\$76,391			\$79,407	\$82,408	\$84,415	\$86,419	\$88,423	\$90,427	\$92,409	
36	NATIONAL REPORTER SPECIALIZED NATIONAL REPORTER	April 1, 2021 to March 31, 2022 (1.5%)	40.00	\$72,324	\$75,320	\$78,291	\$83,771	\$86,414					\$90,339	
		April 1, 2022 to March 31, 2023 (2%)	40.00	\$73,770	\$76,826	\$79,857	\$85,446						\$90,339	
		April 1, 2023 to March 31, 2024 (2%)	40.00	\$75,245	\$78,363	\$81,454	\$87,155	\$89,905					\$93,246	
		April 1, 2024 to March 31, 2025 (1.5%)	40.00	\$76,724	\$79,538	\$82,676	\$88,462	\$91,254					\$93,246	
		April 1, 2021 to March 31, 2022 (1.5%)	37.50	\$75,093			\$78,115	\$81,140	\$84,164	\$87,189	\$90,210	\$93,236	\$96,262	\$99,282
		April 1, 2022 to March 31, 2023 (2%)	37.50	\$76,595			\$79,677	\$82,763	\$85,847	\$88,933	\$92,014	\$95,101	\$98,187	\$101,268
37	CORRESPONDENT ASSIGNMENT EDITOR (NATIONAL) LINEUP EDITOR, DIGITAL FORMATS	April 1, 2023 to March 31, 2024 (2%)	37.50	\$78,277	\$81,271	\$84,148	\$87,564	\$90,712	\$93,854	\$97,003	\$100,151	\$103,293		
		April 1, 2024 to March 31, 2025 (1.5%)	37.50	\$79,239			\$82,490	\$85,584	\$88,377	\$92,073	\$95,262	\$98,458	\$101,653	\$104,842
		April 1, 2021 to March 31, 2022 (1.5%)	37.50	\$75,499			\$77,985	\$81,309	\$86,284					
		April 1, 2022 to March 31, 2023 (2%)	37.50	\$77,009			\$79,595	\$82,933	\$88,010					
		April 1, 2023 to March 31, 2024 (2%)	37.50	\$78,549			\$81,136	\$84,934	\$89,770					
		April 1, 2024 to March 31, 2025 (1.5%)	37.50	\$79,727			\$82,353	\$85,863	\$91,117					
38	MASTER MAINTENANCE TECHNICIAN	April 1, 2021 to March 31, 2022 (1.5%)	40.00	\$65,330			\$67,962	\$70,931	\$73,221	\$75,855	\$78,485	\$81,116	\$83,746	\$86,375
		April 1, 2022 to March 31, 2023 (2%)	40.00	\$66,637			\$69,321	\$72,007	\$74,685	\$77,372	\$80,055	\$82,738	\$85,421	\$88,103
		April 1, 2023 to March 31, 2024 (2%)	40.00	\$67,970			\$70,707	\$73,443	\$76,179	\$78,919	\$81,656	\$84,393	\$87,129	\$89,865
		April 1, 2024 to March 31, 2025 (1.5%)	40.00	\$69,390			\$72,168	\$74,945	\$77,722	\$80,503	\$83,281	\$86,059	\$88,836	\$91,613
		April 1, 2021 to March 31, 2022 (1.5%)	40.00	\$71,037	\$73,870	\$76,747	\$80,961	\$85,056					\$87,711	
		April 1, 2022 to March 31, 2023 (2%)	40.00	\$72,458	\$75,347	\$78,282	\$82,588	\$86,757					\$88,955	

## **Article 64 – SALARY ADJUSTMENTS<sup>5</sup>**

### **64.1 Employees who were members of the former SCRC unit**

The costs associated with the supplemental health insurance plan shall be, in part, absorbed by means of a 0.1% reduction of basic salary increases. Such a wage adjustment shall occur each year starting with 2010, upon the date wage scales are set to come into force an effect.

### **64.2 Employees who were members of the former SFCP 675 and STARF-SCFP 5757**

The Employer shall pay to the health fund the contributions determined in accordance with the Memorandum of Agreement relating to surplus sharing under the Canadian Broadcasting Corporation Pension Plan and to cost management under the Canadian Broadcasting Corporation Supplementary Health Care Plan. In consideration for such contributions, any and all salary increases provided for under the Collective Agreement will be reduced by a factor of 0.1%. Such a reduction, which must apply to all wage bands, shall be subject to all reviews of the terms and conditions of the Memorandum, as they will begin in 2019.

## **Article 65 – NIGHT PREMIUMS**

### **65.1 Percentage and threshold**

The Employee, in addition to their regular salary, will be paid a premium corresponding to fifteen percent of their basic hourly rate – which shall never be lower than three dollars and fifteen cents (\$3.15) – in consideration for any work performed between 12:00 A.M. and 7:00 A.M.

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<sup>5</sup> The Parties hereby acknowledge that a dispute was referred to commercial arbitration pursuant to the memorandum of agreement discussed in subsection 64.2 (hereinafter, the “memorandum of agreement”).

Such a dispute arose from the notice of termination of the memorandum of agreement that was issued by the Employer as well as from the request for *status quo* submitted by various unions.

Hence, the effects of Article 64 and of references to the memorandum of agreement made in letters of agreement are suspended until the dispute pertaining to the memorandum of agreement is either resolved or ruled upon.

The Parties agree to maintain *as is* the provisions of Article 64 as well as all references to the memorandum of agreement made in letters of agreement without prejudice to the rights and arguments they might be able to invoke during the arbitration process. The fact that such references were retained at the time this Collective Argument was renewed shall never be interpreted or construed as going against the position the Employer or any other Party may have adopted in the context of the dispute. Neither party may ever be allowed to draw, before the arbitrator, any kind of conclusions based on the fact that the application of Article 64 and/or references to the memorandum of agreement were temporarily suspended.



## **Article 66 – SHIFT DIFFERENTIAL**

Employees who used to be governed by the SJRC Agreement and to benefit from evening or night premiums are now subject to the rules defined in this Article.

### **66.1 Ten percent (10%) premium**

Unless they are working overtime, any Employee who works between 8 P.M. and 12:00 A.M. is entitled to a premium corresponding to ten percent (10%) per hour worked.

### **66.2 Fifteen percent (15%) premium**

Any Employee who works at least two (2) hours between 12:00 A.M. and 7 A.M. is entitled to a premium corresponding to fifteen percent (15%) of a complete regular work day. The Employee who works less than two (2) hours during that timeframe will be paid nothing more than the premium associated with the time they actually worked.

### **66.3 Overlap**

Employees whose work hours extend over the two (2) intervals discussed in subsections 66.1 and 66.2 shall be paid the premiums associated with both intervals, without any opportunity for accrual.

## **Article 67- BONUS RESERVED FOR COORDINATION ASSISTANTS**

### **67.1 Coordination premium**

TV and radio production assistants who are, on a full-time basis, assigned to work under an executive producer shall receive a coordination bonus of at least three thousand dollars (\$3,000) per year, prorated to the actual duration of their assignment. A more substantial bonus may be negotiated by specific assistants so it properly reflects the scope or complexity of their assignment.

Entitlement to this coordination bonus shall end when either the TV or radio production assistant's or the executive producer's assignment is terminated.

## SECTION XV – BASIC WORKING CONDITIONS

### Article 68 – HEALTH AND SAFETY

#### 68.1 Collaboration

The Employer, the Union, and all the Employees, in order to prevent the occurrence of accidents and illnesses associated with jobs governed under this Collective Agreement, shall ensure that safe and secure working conditions and methods are established and observed at all times.

#### 68.2 Compliance with Part II of the *Canada Labour Code*

The Employer and the Union hereby commit to abiding by the provisions of Part II of the *Canada Labour Code* and of any related or ancillary legislation.

#### 68.3 Premises and facilities

The Employer, in accordance with Part II of the *Canada Labour Code*, shall make sure that the premises and facilities it makes available to Employees are clean and sanitary.

#### 68.4 Maintenance of transmitters

Employees who must perform maintenance activities on a transmitter shall refrain from working whenever the transmitter is in operation unless all necessary actions and measures have been taken in order to ensure its protection.

#### 68.5 Duties requiring that an Employee climb

The Employer shall take into account an Employee's ability to perform tasks that require climbing. It shall not assign such tasks to any Employee who is deemed unfit to carry them out pursuant to the risk prevention program in place at the time.

#### 68.6 Industrial accidents and occupational diseases

- a) The Employer shall grant a paid leave to any Employee who, while performing their duties, experienced an occupational injury entitling them to compensation under the laws of the province in which they usually work.
- b) The Employer shall pay to any Employee who is absent from work on account of an occupational injury the difference between the amount guaranteed by the Commission des Normes, de l'Équité, de la Santé et de la

Sécurité du Travail (CNESST) or by the Workplace Health, Safety and Compensation Commission (WorkSafe NB) and the Employee's full salary.

- c) No Employee may ever be compensated in excess of one hundred percent (100%) of their salary.
- d) No such absence shall ever be deducted from the leave credits an injured Employee has earned.
- e) Whenever the CNESST or WorkSafe NB denies an application, the Employee concerned, subject to their right to challenge such a decision under the law, will not be considered having suffered from an occupational injury.

## **Article 69 – WORKLOAD COMMITTEE**

### **69.1 Creation**

The Parties hereby commit to setting up a Workload Committee.

### **69.2 Composition / Union leaves**

The Workload Committee shall be composed of three (3) Employer representatives and three (3) Union representatives.

Union representatives shall be released with pay whenever they must attend a meeting of the Committee.

### **69.3 Mission / Form**

The Workload Committee shall review and analyze each and every situation where an Employee raises issues in connection with their current workload.

Such an Employee must, first and foremost, fill out the application form recognized by the Workload Committee.

### **69.4 Assessment of a workload**

For the purpose of this Article 69, an Employee's workload must be reviewed in relation to the workload usually imposed within the relevant location, job title, and work team.

### **69.5 Frequency of meetings**

Unless the Parties have explicitly agreed otherwise, the Workload Committee shall meet within the fifteen (15) days of receipt of the form mentioned in subsection 69.3.

## **69.6 Decision-making timeframe**

Unless the Parties have explicitly agreed otherwise, the Workload Committee must issue a written decision within the twenty-five (25) days of the meeting held in accordance with the provisions of subsection 69.5.

Whenever needed, the Workload Committee shall identify and define the means by which the situation must be resolved.

## **69.7 Follow-up on recommendations**

The Workload Committee must follow up on the recommendations it has made. Between the thirtieth (30<sup>th</sup>) and the sixtieth (60<sup>th</sup>) days that follow the release of the decision, the Parties must prepare a statement by which they confirm whether or not the means identified and defined by the Workload Committee have helped them improve the Employee's situation.

## **69.8 Contact individual**

Either Party may appoint a contact individual by providing the other Party with a written notice that specifies the name of the person involved and the nature of their assignment.

The Workload Committee must approve the intervention of such an individual.

# **Article 70 – WORK CLOTHES ALLOWANCE**

## **70.1 Protective clothing and safety devices**

The Employer shall supply adequate protective clothing and safety devices to any and all Employees whose duties require it. Whenever such clothing and/or devices are supplied, wearing and/or using them shall be mandatory.

## **70.2 Wear and tear / Maintenance / Cleaning costs**

No Employee shall ever be held responsible for normal wear and tear or any damage accidentally caused to protective clothing or safety devices provided by the Employer. All costs associated with the maintenance and cleaning of protective clothing shall be borne by the Employer.

## **70.3 Reporters working outdoors**

Because they sometimes have to deal with fluctuating weather conditions, television news reporters providing live coverage outdoors may, upon submission of relevant receipts, be reimbursed for the cost of outdoor clothing and apparel up to a maximum of six hundred dollars (\$600) every two (2) years.

## **70.4 Protective clothing / Work shoes / Allowances**

The Employer shall provide protective clothing, work shoes, and clothing allowances to certain Employees whose duties require that such clothing and shoes be worn. The Employer shall, in accordance with the provisions of subsection 70.5, pay such allowances to term Employees, temporarily transferred Employees, and temporarily promoted Employees, in proportion to the interval of time during which they occupied such a position throughout the twelve (12) months that came before June 1<sup>st</sup>, insofar as they have worked more than thirteen (13) consecutive weeks at a rate of more than fifty percent (50%).

## **70.5 Technicians and Arts Employees**

The Employer shall pay to any and all Employees who fill one of the positions listed in subsection 70.6 on a permanent basis, as well as to any and all Employees permanently assigned to mechanical maintenance, the technical equipment centre, and/or the scenic art workshop, an annual allowance of four hundred and twenty dollars (\$420) to be spent on protective clothing and/or the maintenance of such clothing. The allowance in question, which must be paid by June 1<sup>st</sup> at the latest, shall cover each calendar year from January to December. In the event where an Employee was hired or promoted on a permanent basis to one of the positions listed in subsection 70.6, the allowance shall be paid in proportion to the intervals of time the Employee actually spent working in that position during the year.

Employees working as painters are entitled to an allowance of five hundred and forty dollars (\$540).

The Employer shall, every two (2) years and as needed, provide a parka and a raincoat to all groups of Employees who are required to work outdoors on a regular basis. Employees may not claim any reimbursement in regards to such items of clothing, as they are already provided by the Employer.

The Employer shall provide the following protective clothing to maintenance technicians (in remote areas), JE/VL camera operators, VL technicians, and JE signal transmission technicians who are required to work outdoors on a regular basis:

- a ) In preparation for winter:
  - parka
  - lined boots
  - gloves

- overall pants
- snowmobile gear
- snowmobile helmet

b) In preparation for summer:

- raincoats
- ponchos
- forester's boots
- fireman's boots

Protective clothing shall, due consideration being given to the Employer's current needs, be supplied on a permanent basis or in preparation for a particular assignment.

Whenever it is provided on a permanent basis, such protective clothing shall be replaced as needed.

The Employer shall, once a year and upon submission of the relevant receipts, reimburse the categories of Employees listed in clause 70.6 a maximum of one hundred and fifty dollars (\$150) as an allowance for the purchase and maintenance of CSA-approved safety footwear and rubber shoe covers.

Whenever such items are supplied, wearing and/or using them shall be mandatory.

### **70.6 Allowances**

The Employer shall, in some specific situations, pay an allowance provided for below so Employees can, by themselves, purchase the items listed in paragraphs 70.5 a) and b) – in which case it shall be understood and agreed that the Employer has no obligation to provide such items.

- a) Allowance of four hundred and twenty dollars (\$420) every two (2) years, in accordance with established practices:
- JE/VL camera operator
  - JE/VL sound technician
  - Maintenance technician (in remote areas)
  - TV technician (transmission of JE signals)

b ) Allowance of four hundred and twenty dollars (\$420):

- Assistant, production equipment
- Assistant, production equipment (team leader)
- Assistant, reception and inventory
- Assistant technician
- Assistant technician, ancillary lighting systems
- Driver
- Key grip
- Team leader, manufacturing workshop
- Lead maintenance technician (mechanical maintenance and special events)
- Clerk, distribution and inventory
- Scene builder
- Set dresser
- Technical installer
- Stagehand
- Fly systems operator
- Motor vehicle mechanic
- Press operator
- Maintenance technician (mechanical maintenance and special events)
- Electrical installations technician
- General maintenance technician (mechanical maintenance and special event)
- Advanced maintenance technician (mechanical maintenance and special events)
- Special effects technician.

Allowance of five hundred and forty dollars (\$540):

- Painter

An allowance of one hundred and fifty dollars (\$150) shall be paid each year to the following categories of Employees so they can purchase safety footwear:

- Assistant, production equipment
- Assistant, production equipment (team leader)
- Assistant, reception and inventory
- Assistant technician
- Assistant technician, ancillary lighting systems
- Driver
- Key grip
- Team leader, manufacturing workshop
- Lead maintenance technician (mechanical maintenance and special events)
- Clerk, distribution and inventory
- Scene builder
- Lighting technician
- Technical installer
- Stagehand
- Fly systems operator
- Motor vehicle mechanic
- Painter
- Press operator
- Maintenance technician (mechanical maintenance and special events)
- Electrical installations technician
- General maintenance technician (mechanical maintenance and special event)
- Maintenance technician – JH Maintenance (General maintenance technician assigned to JH maintenance)
- Advanced maintenance technician (mechanical maintenance and special events)
- Special effects technician.



## SECTION XVI – TRAVELLING

### Article 71 – TRAVELLING TIME

#### 71.1 Time worked

The time Employees spend travelling in the performance of their duties will be regarded as time worked unless they are using public transit between 12:00 A.M. and 8 A.M. and are able to sleep while using said public transit. For the purpose of this subsection, a single berth located in a train provides an Employee with the opportunity to sleep.

#### 71.2 Foreign assignment

Unless prohibited under departmental requirements, Employees on a foreign assignment set to last seven (7) days or more must take two (2) consecutive days off per week.

Overtime earned while travelling shall be compensated as follows:

The regular work day, as scheduled, is paid at the basic rate (day 1). Whenever travel on day 1 extends beyond the regular work day, hours are paid at one and a half (1½) time the Employee's basic hourly rate between the end of the work shift on day 1 and the end of the time spent travelling (or until the start of the assignment on day 2, whichever comes first). The same principle shall apply at the end of day 2, should travelling not be completed.

Compensation at the Employee's basic rate shall resume at the beginning of their assigned work shift (day 2) and be maintained throughout every subsequent shift.

Each work day shall include one (1) hour at the start and one (1) hour at the end, to be compensated at the basic rate.

#### 71.3 Means of transportation

No Employee shall ever be required to use their personal vehicle in the performance of their duties.

Employees who agree to use their personal vehicle (with the consent of their manager) shall be entitled to an allowance that aligns with the Employer's Human Resources policies on travelling.

#### **71.4 Costs associated with a driver's licence**

The Employer shall reimburse the costs associated with the renewal of the driver's licence held by any Employee who is required to drive the Employer's vehicles on a regular basis. It shall not bear the costs associated with a motorcycle driving licence, the loss of demerit points, or any other occurrence other than the renewal of the driver's licence an Employee needs to hold while performing their duties.

#### **71.5 Costs associated with a passport**

The Employer shall reimburse the basic costs associated with the delivery of a Canadian passport whenever an Employee who does not already have one needs one in order to fulfill an eventual assignment abroad. Any application for the reimbursement of such costs must be pre-approved by the Employee's manager.

#### **71.6 Travelling costs**

Any Employee who must travel while performing their duties is entitled to the reimbursement of their travelling costs in accordance with the Employer's policies on travels within Canada and abroad.

#### **71.7 Returning from a foreign assignment**

Any Employee who, upon returning from a foreign assignment, had to take a flight covering four (4) time zones or more, shall be entitled to at least eighteen (18) hours off before beginning their next assignment.

#### **71.8 One-time assignment**

Employees on a one-time out-of-town assignment requiring them to stay overnight shall be entitled, at the Employer's expense, to keep their hotel room until 6 P.M. on the day set for their return, insofar as their work schedule for that day provides for a return following a meal to be taken after 4:30 P.M.

#### **71.9 Dry-cleaning costs**

Any Employee whose clothes are stained by a third party in the course of an assignment may claim the reimbursement of their dry-cleaning costs upon presentation of relevant supporting documents. Such costs may only be reimbursed insofar as they relate to work clothes that were well adapted to the Employee's assignment.

#### **71.10 Stolen property**

The Employer shall reimburse up to one hundred and fifty dollars (\$150) to any Employee whose personal property was stolen while they were fulfilling a foreign

assignment. Such reimbursement will be contingent upon the submission of a police report confirming the theft and the nature of the stolen items.

### **71.11 Assignment within a 15 km radius**

Any Employee who is assigned within fifteen kilometres (15 km) of the local production centre (for Montréal, only within the Island) may show up at said production centre thirty (30) minutes prior to the start of their assignment so the Employer can provide transportation. No portion of such thirty (30) minutes shall ever count as time worked.

## **Article 72 – TRAVELLING ALLOWANCE**

### **72.1 Travelling allowance**

The Employer shall, in accordance with its current policy on business trips, reimburse all the authorized expenses incurred by Employees who must travel for work purposes.

The Employer shall, upon presentation of a receipt and up to a limit of twenty dollars (\$20), pay a taxi allowance to Employees who must travel to and from work at times where public transit is not running.

The provisions of this subsection do not apply to Employees who are governed by subsection 44.2.

## **Article 73 – MOTOR VEHICLE ALLOWANCE**

### **73.1 Right of refusal / Procedure**

No Employee shall ever be required to use their personal vehicle in the performance of their duties. They may, in fact, refuse to do so. Employees who, upon agreement with the Employer, consent to use their personal vehicle for work purposes shall, at all times, comply with the rules and procedures applicable to business trips.

The provisions of this subsection do not apply to Employees who are governed by subsection 44.2.

## **Article 74 – LODGING ALLOWANCE**

### **74.1 Reimbursement**

The Employer shall, in accordance with its rules and procedures applicable to business trips, reimburse the lodging costs incurred by any and all Employees who are authorized to travel while fulfilling their duties.

## SECTION XVII – RETIREMENT

### Article 75 – RETIREMENT

#### 75.1 Leaving on retirement

The CBC/Radio-Canada pension plan, although it provides that the standard age of retirement is sixty-five (65), allows for early retirement in certain circumstances. Standard retirement occurs on the last day of the month during which an Employee turned sixty-five (65). Any Employee may, however, elect to continue working for CBC/Radio-Canada and to keep contributing to the CBC/Radio-Canada pension plan until the last day of the month of November of the year during which they will turn seventy-one (71) – or until they reach any other age limit provided for in the *Income Tax Act*, as long as they are still working for the Employer at that time.

### Article 76 – RETIREMENT ALLOWANCE

Subsections 76.1 to 76.4 apply to permanent Employees who were members of the *Syndicat des Technicien(ne)s et Artisan(e)s du réseau français de Radio-Canada*, as well as to Employees who had permanent status upon the signature and execution of the collective agreement dated April 13, 2006.

#### 76.1 Collective Agreement dated April 13, 2006

This subsection only applies to Employees (and members of the Bargaining Unit) who had permanent status on April 13, 2006, when the collective agreement was signed and executed. Regardless of the foregoing, it shall also apply to term Employees who, in one of the specific instances listed below, became permanent after the execution of the collective agreement dated April 13, 2006:

- a) at the end of a staffing campaign that followed a posting initiated before March 31<sup>st</sup>, 2006 (inclusive);
- b) following the staffing of positions posted in accordance with Letter of Agreement 13 (December 2005 reading);
- c) following the posting and staffing of a position that became vacant after the resignation or retirement of a permanent Employee prior to March 31<sup>st</sup>, 2006 (inclusive).

## **76.2 Lump-sum severance package**

Upon termination of the employment of an Employee (member of the Bargaining Unit) who either retires or passes away, the Employee or their estate, except as provided for in subsection 76.4 below, shall be paid a lump-sum severance package equivalent to three (3) calendar months' salary for completion of at least ten (10) years of ongoing service, and, in consideration for each and every subsequent year of service, one fifth (1/5) of one (1) month's salary – up to a maximum of six (6) months.

## **76.3 Severance pay**

Employees who have earned more than three (3) but less than ten (10) years of ongoing service and who must quit their job on account of a serious and protracted illness, as well as Employees who retire without being eligible to a pension from the Employer, shall receive severance pay at a rate of one (1) week's salary for every nine (9) months of service – up to a maximum of thirteen (13) weeks.

## **76.4 Retirement leave**

Employees who retire at (or prior to) the standard age or on account of an illness may elect to receive a retirement allowance corresponding to the severance pay provided for in subsection 76.2. The retirement allowance shall be paid in the same manner as the Employee's regular wages, and, as such and whenever applicable, shall be subject to the deductions associated with the Employer's various benefits plans. The period of time during which the retirement allowance will be paid, which is known as the Employee's "retirement leave", shall be added to their years of service for the purpose of the CBC/Radio-Canada pension plan. All retirement leaves shall end automatically on an Employee's standard retirement date, as it is set in the statutes of the CBC/Radio-Canada pension plan. Any balance remaining on that date shall be paid as a lump sum.

Subsections 76.5 to 76.9 apply to Employees who were members of the *Syndicat des communications de Radio-Canada*, as well as to Employees who had permanent status upon the signature and execution of the collective agreement dated March 27, 2006.

## **76.5 Lump-sum severance package**

Upon termination of the employment of an Employee (member of the Bargaining Unit) who either retires or passes away, the Employee or their estate shall be paid a lump-sum severance package equivalent to three (3) calendar months' salary for completion of at least ten (10) years of ongoing service, and, in

consideration for each and every subsequent year of service, one fifth (1/5) of one (1) month's salary – up to a maximum of six (6) months.

### **76.6 Serious and protracted illness**

Employees who have earned more than three (3) but less than ten (10) years of ongoing service and who either retire or must quit their job on account of a serious and protracted illness shall receive severance pay at a rate of one (1) week's salary for every nine (9) months of service (up to a maximum of thirteen (13) weeks) insofar as they are ineligible for the severance package discussed in subsection 76.5 above,

### **76.7 Retirement leave**

Employees who retire prior to the standard age or on account of an illness may elect to receive a retirement allowance corresponding to the severance pay provided for in subsection 76.5. The retirement allowance shall be paid in the same manner as the Employee's regular wages, and, as such and whenever applicable, shall be subject to the deductions associated with the Employer's various benefits plans. The period of time during which the retirement allowance will be paid, which is known as the Employee's "retirement leave", shall be added to their years of service for the purpose of the CBC/Radio-Canada pension plan. All retirement leaves shall end automatically on an Employee's standard retirement date, as it is set in the statutes of the CBC/Radio-Canada pension plan. Any balance remaining on that date shall be paid as a lump sum.

### **76.8 Resignation**

No severance pay shall be awarded to Employees who resign, are dismissed for cause, or are laid off. Employees who are laid off will receive the layoff compensation provided for in Article 32 ("Elimination of Positions / Layoffs").

### **76.9 Calculation**

When it comes time to calculate severance pay, a layoff (insofar as layoff compensation was awarded) shall be assimilated to an interruption of service even if the Employee ends up being re-hired within twenty-four (24) months of being laid off.

Subsections 76.10 to 76.12 apply to Employees who were members of the CBC/Radio-Canada *Canadian Union of Public Employees*, as well as to Employees who had permanent status upon the signature and execution of the collective agreement dated September 22<sup>nd</sup>, 2005.

### **76.10 Lump-sum severance package**

Upon termination of the employment of an Employee (member of the Bargaining Unit) who either retires or passes away, the Employee or their estate, except as provided for in subsection 76.12 below, shall be paid a lump-sum severance package equivalent to three (3) calendar months' salary for completion of at least ten (10) years of ongoing service, and, in consideration for each and every subsequent year of service, one fifth (1/5) of one (1) month's salary – up to a maximum of six (6) months.

The amounts referred to above may, upon request from the Employee and insofar as applicable legislation allows it, be deposited into an RRSP.

### **76.11 Severance without a pension**

Employees who have earned more than three (3) but less than ten (10) years of ongoing service and who must quit their job on account of a serious and protracted illness, as well as Employees who retire without being eligible to a pension from the Employer, shall receive severance pay at a rate of one (1) week's salary for every nine (9) months of service – up to a maximum of thirteen (13) weeks.

The amounts referred to above may, upon request from the Employee or their estate and insofar as applicable legislation allows it, be deposited into an RRSP.

### **76.12 Retirement allowance**

Employees who retire at (or prior to) the standard age or on account of an illness may elect to receive a retirement allowance corresponding to the severance pay provided for in subsection 76.10. The retirement allowance shall be paid in the same manner as the Employee's regular wages, and, as such and whenever applicable, shall be subject to the deductions associated with the Employer's various benefits plans. It shall not, however, be subject to any of the deductions for Union dues discussed in Article 7.

The period of time during which the retirement allowance will be paid, which is known as the Employee's "retirement leave", shall be added to their years of service for the purpose of the CBC/Radio-Canada pension plan. All retirement leaves shall end automatically on an Employee's standard retirement date, as it is set in the statutes of the CBC/Radio-Canada pension plan. Any balance remaining on that date shall be paid as a lump sum.



## **SECTION XVIII – SPECIFICS OF THE AGREEMENT / CONCLUSION**

### **Article 77 – DEFINITE AND BINDING NATURE OF THE AGREEMENT**

#### **77.1 Definite and binding nature**

The Parties hereby recognize and acknowledge the definite and binding nature of this Collective Agreement.

#### **77.2 Appendices and letters of agreement**

All the appendices and letters of agreement attached to this Collective Agreement are meant to form an integral part of it.

### **Article 78 – EFFECTIVE DATE AND TERM OF THE AGREEMENT**

#### **78.1 Term of the Agreement**

This Collective Agreement shall come into force and effect upon its signature and execution. Unless explicitly stipulated otherwise, it shall have no retroactive effect whatsoever. It shall lapse and expire on March 31<sup>st</sup>, 2025.

The Employer and the Union may, upon mutual agreement reached at any given time, provide addenda to this Collective Agreement or bonify, repeal, correct, replace, or otherwise modify any of its provisions they deem unsatisfactory.

### **Article 79 – NOTICE OF NEGOTIATION / RENEWAL OF THE AGREEMENT**

#### **79.1 Notice of negotiation**

The Party who wishes to initiate negotiations about a new collective agreement before this Collective Agreement expires must notify the other Party accordingly, by means of registered mail dispatched within the four (4) months that will precede the expiry of the current Collective Agreement.

#### **79.2 Term of the Collective Agreement**

This Collective Agreement shall remain in force and effect until a new collective agreement is agreed upon or either party exercise its right to strike or to lock-out.

### **79.3 Support**

Either Party may, in the course of any negotiations revolving around this Collective Agreement, be accompanied by external advisors or consultants.

## Article 80 – CONCLUSION

### 80.1 Legal compliance

The Parties hereby acknowledge and agree that in the event where any provision of this Collective Agreement was declared incompatible with any Canadian statute, regulation, or ordinance, such a provision, only insofar as it is deemed incompatible, shall either be considered null and void or applied in any way or manner that complies with the law until the Parties agree on updated provisions or negotiate a new collective agreement.

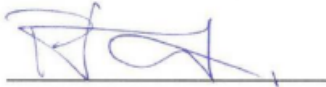
All the other provisions of the Collective Agreement shall, in such a case, remain in full force and effect.

### 80.2 Adherence to the Collective Agreement

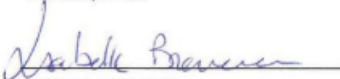
The Parties to this Collective Agreement hereby commit to abide by (and comply with) the legal and binding obligations, duties, and responsibilities it contains.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS COLLECTIVE AGREEMENT IN THE CITY OF MONTRÉAL, ON THE 17<sup>th</sup> DAY OF THE MONTH OF OCTOBER 2012.

POUR LE SYNDICAT DES TRAVAILLEUSES  
ET TRAVAILLEURS DE RADIO-CANADA



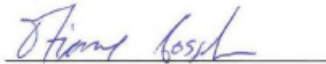
PIERRE TOUSIGNANT  
Président, STTRC



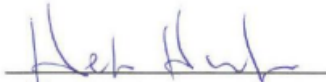
ISABELLE BRENNEUR  
Membre du Comité de négociation



HUGO CÔTÉ  
Membre du Comité de négociation



ÉTIENNE GOSSELIN  
Membre du Comité de négociation



HÉLÈNE HARTON  
Membre du Comité de négociation

POUR LA SOCIÉTÉ RADIO-CANADA



MICHEL BISSONNETTE  
Vice-président principal, Radio-Canada



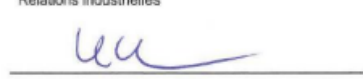
DANIEL BOUDREAU  
Vice-président principal, Technologies et  
Infrastructures



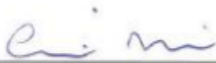
MARCO DUBÉ  
Vice-président, Personnes et Culture



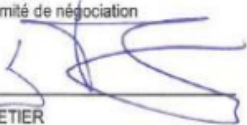
JEAN-FRANÇOIS ALBERT  
Directeur général, Ressources humaines et  
Relations industrielles



BENOÎT BEAULNE  
Premier directeur, Production



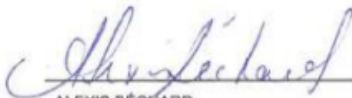
CAROLINE MORIN  
Membre du Comité de négociation



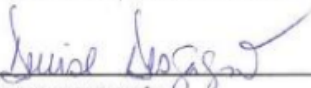
SOPHIE PELLETIER  
Membre du Comité de négociation



DAMIAN PILIÉ  
Membre du Comité de négociation



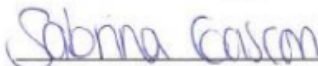
ALEXIS BÉGHARD  
Premier directeur, Ressources humaines




DENISE DESGAGNÉS  
Directrice, Planification opérationnelle et stratégique



CHANTALE GAGNON  
Première cheffe, Technologies et infrastructures



SABRINA GASCON  
Spécialiste, Relations industrielles



CHRISTIAN GRÉGOIRE  
Premier directeur, Services régionaux



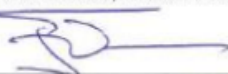
BENOIT LADOUCEUR  
Premier directeur, Relations industrielles



NATHALIE LAMOUREUX  
Première directrice, Finances



MICHEL MARCOUX  
Premier conseiller, Relations industrielles



FRÉDÉRIC VANASSE  
Premier directeur, Information

## SECTION XIX – APPENDICES AND LETTERS OF AGREEMENT

### Appendix A – LIST OF JOB CATEGORIES GOVERNED BY ARTICLE 24

CATEGORY A	
WAGE SCALE	TITLE
1	CLERK – NEWS
2	GENERAL CLERK OPERATOR – DATA INPUT OPERATOR – WORD PROCESSING RECEPTIONIST
3	ASSISTANT – OFFICE CLERK – BASIC SERVICES CLERK – DISTRIBUTION & INVENTORY SHIPMENT / RECEIPT AMBASSADOR OPERATOR – WORD PROCESSING (TEAM LEADER) RECEPTIONIST (TEAM LEADER) CLERK – INFORMATION DESK POLYCOPYIST CLERK – SCANNING ASSISTANT – DISTRICTS
4	ASSISTANT TECHNICIAN DRESSER STAGEHAND TAILOR / SEAMSTRESS ASSISTANT – TELEVISION
5	ASSISTANT – RECEIPT & INVENTORY ASSISTANT – ADMINISTRATION ASSISTANT – ASSIGNMENTS ASSISTANT – AUTOMATION ASSISTANT – COMMUNICATIONS ASSISTANT – CUSTOMS ASSISTANT – SCHEDULES ASSISTANT – REPORTS & STATISTICS ASSISTANT – SALES & MARKETING CLERK – ACCOUNTING COORDINATOR – WORD PROCESSING ILLUSTRATOR – SKETCH ARTIST

5	AMBASSADOR (TEAM LEADER) PRESS OPERATOR TECHNICIAN – DOCUMENTS & ARCHIVES TECHNICIAN – IT SUPPORT CLERK – INFORMATION DESK (TEAM LEADER) MUSIC LIBRARIAN ILLUSTRATOR – DEVELOPMENT PROJECTS CLERK / TRANSLATOR CLERK – DISTRIBUTION & INVENTORY (TEAM LEADER) CLERK – BASIC SERVICES (TEAM LEADER) ASSISTANT – NEW MEDIA ASSISTANT – MANAGEMENT OF FREQUENCIES ASSISTANT – HOUSEKEEPING ASSISTANT – PUBLISHING
6	TECHNICAL ASSISTANT – ANCILLARY LIGHTING SYSTEMS FLY SYSTEMS OPERATOR
7	ASSISTANT – ASSIGNMENTS ASSISTANT – RADIO PROGRAMS PRODUCTION HELPER – ASSIGNMENTS DOCUMENTARY RESOURCES LEAD
8	DRIVER – TRAILER TRUCKS DRIVER LIGHTING BOOTH OPERATOR (LBO) PAINTER ASSISTANT (MAINTENANCE TECHNICIAN)
9	KEY GRIP HAIRDRESSER SCENIC BUILDER MAKEUP ARTIST STAGE MANAGER UPHOLSTERER / DECORATOR WARDROBE DESIGNER ASSISTANT – GRAPHIC ARTS
10	ASSISTANT – COMMUNICATIONS DOCUMENTARY RESOURCES LEAD / RESEARCHER

<b>CATEGORY B</b>	
<b>WAGE SCALE</b>	<b>TITLE</b>
11	KEY GRIP (SETS) MECHANIC – MOTOR VEHICLES LIGHTING TECHNICIAN – PORTABLE SYSTEMS INTERM OPER – LIGHTING BOOTH (LBO)
12	BUYER ASSISTANT – PRODUCTION EQUIPMENT ASSISTANT – SCHEDULES (TEAM LEADER) ASSISTANT – ADVERTISEMENT INVENTORY AGENT – RESEARCH (SURVEYS) AGENT – ACQUISITIONS / BROADCASTS AGENT – CAPITALIZATION AGENT – COORDINATION OF EVENTS AGENT – COMPUTER SCIENCE / USER SERVICES AGENT – ADVERTISEMENT SUPPORT / PROMOTIONS AGENT – ADMINISTRATION AGENT – ACCOUNTING AGENT – SCHEDULES AGENT – COLLECTION ANALYST – PHONE SERVICES ADMINISTRATIVE ASSISTANT – TEAM LEADER AGENT – SALES & OPERATIONS AGENT – SALES & MARKETING COORDINATOR – ASSIGNMENTS COORDINATOR – SCHEDULES ADVISOR – TECHNICAL SUPPORT MUSIC LIBRARIAN WEB INTEGRATOR PROGRAMMER COORDINATOR – PROCUREMENT COORDINATOR – RECEPTION DESK COORDINATOR – MULTI-SERVICE DESK AGENT – SALES OF PROGRAMS AGENT – REFERENCES AGENT – AUTOMATION AGENT – INSTITUTIONAL BUSINESS & STRATEGIC PLANNING ASSISTANT – REFERENCES (TEAM LEADER) ASSISTANT – COMMUNICATIONS (TEAM LEADER) ASSISTANT – ASSIGNMENTS (TEAM LEADER)

13	ASSISTANT EDITOR / SOUND EDITOR CAMERA OPERATOR LEAD MAKEUP ARTIST-HAIRDRESSER LIGHTING TECHNICIAN SET DRESSER TECHNICAL INSTALLER SWITCHER SET APPRAISER ASSISTANT DESIGNER – COSTUMES FOLEY/SOUND TECHNICIAN TECHNICIAN – DUPLICATION / FOOD / ARCHIVES TECHNICIAN – PICTURE CONTROL SOUND TECHNICIAN – RADIO SOUND TECHNICIAN – TV TECHNICIAN – WRITING SYNTHESIZER TECHNICIAN – SPECIAL EFFECTS ASSISTANT DECORATOR
14	SOUND RECORDER SCENOGRAPHER
15	ASSISTANT – MEANS OF PRODUCTION ASSISTANT – RADIO PRODUCTION ASSISTANT – PRODUCTION ASSISTANT – TV PRODUCTION LIBRARIAN MEDIA LIBRARIAN DELEGATE – ANTI-VIOLENCE SYMBOLISM
16	TEAM LEADER – MANUFACTURING WORKSHOP DESIGNER – COMPUTER GRAPHICS A EDITOR – PRODUCTION EDITOR MAINTENANCE TECHNICIAN MAINTENANCE TECHNICIAN (SECLUDED AREAS)



<b>CATEGORY C</b>	
<b>WAGE SCALE</b>	<b>TITLE</b>
17	RE-SPEAKER / CLOSE-CAPTIONER
18	MAINTENANCE TECHNICIAN
19	AGENT – AUTOMATION (TEAM LEADER) AGENT – BUSINESS & COMMERCIAL AGENT – TRAINING AGENT – COMMUNICATIONS (BROADCAST) AGENT – COPYRIGHT AGENT – SALES & MARKETING (TEAM LEADER) AGENT – USER INFORMATION & SERVICE (TEAM LEADER) AGENT – SALES & OPERATIONS (TEAM LEADER) ANALYST – RESEARCH (SURVEYS) ANALYST / CREATOR ANALYST – DATA & REPORTS ANALYST – SALES & MARKETING PROJECT MANAGER PROJECT MANAGER – COMMUNICATIONS PROJECT MANAGER – PRODUCTION / POST-PRODUCTION PROJECT MANAGER – DEVELOPMENT / CONFIGURATION PROJECT MANAGER – OLYMPIADS PROJECT MANAGER – PRINTED PRODUCTION & MULTIMEDIA ADVISOR – PROCUREMENT ADVISOR – SALES OF CONTENT ADVISOR – COMPUTERS & IT COORDINATOR – SCHEDULES (TEAM LEADER) COORDINATOR – SALES & MARKETING COORDINATOR – GRIDS & BROADCAST COORDINATOR – MERCHANDIZING COORDINATOR – TV TAPES LIBRARY ILLUSTRATOR WRITER – COMMUNICATIONS MUSIC LIBRARIAN (TEAM LEADER) WEB INTEGRATOR (TEAM LEADER) COORDINATOR – STORAGE ROOM COORDINATOR – RELATIONS WITH VIEWERS AND LISTENERS COORDINATOR – AUTOMATION ADVISOR – SALES OF PROGRAMS ANALYST – SALES & COMMERCIALIZATION ANALYST / PROGRAMMER AGENT – COMPUTERS & TELECOM. SUPPORT NETWORK AGENT – ACCOUNTING (TEAM LEADER)

	AGENT – ADVERTISEMENT CODE AGENT – ADMINISTRATION (TEAM LEADER) ASSISTANT – PRODUCTION EQUIPMENT (TEAM LEADER) ASSISTANT – COMMUNICATIONS (PHOTO)
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20	INTERMEDIATE SWITCHER INTERMEDIATE CAMERA OPERATOR (STUDIO) LEAD TECHNICAL INSTALLER INTERMEDIATE LIGHTING TECHNICIAN EDITOR – PRODUCTION TECHNICIAN / ELECTRO-TECHNICAL INSTALLER INTERMEDIATE TECHNICIAN – WRITING SYNTHESIZER INTERMEDIATE SOUND TECHNICIAN – RADIO INTERMEDIATE SOUND TECHNICIAN – TV TECHNICIAN – QUALITY CONTROL TECHNICIAN – PROCESSING / SOUND MIXING
21	AGENT – COMMUNICATIONS AGENT – APPRAISALS & PROGRAMMING
22	CAMERA OPERATOR – JE/VL SOUND TECHNICIAN / COLUMNIST-RESEARCHER
23	EDITOR / CREATOR – PRODUCTION COORD TECH CTRL CTRE RES & MASTER CONTROL (TV) COORD TECH CTRL CTRE RES & MASTER CONTROL COORDINATION TECHNICIAN – BROADCASTING TV TECHNICIAN – SIGNAL TRANSMISSION (JE) TECHNICIAN – SERVER MANAGEMENT TECHNICIAN – GENERAL MAINTENANCE TECHNICIAN – MASTER CONTROL (RADIO) CREATOR / SPECIAL EFFECTS TECHNICIAN TECHNICIAN – TRANSMITTER CONTROL TECHNICIAN – GENERAL MAINTENANCE (SECLUDED AREAS)
24	GENERAL MAINTENANCE TECHNICIAN (SECLUDED AREAS)
25	CHIEF TECHNICIAN CHIEF MAINTENANCE TECHNICIAN DESIGNER – PROSTHETICS & SPECIAL MAKEUP MAINTENANCE TECHNICIAN – JH GENERAL MAINTENANCE TECHNICIAN – REPORTERS’ VANS MAINTENANCE TECHNICIAN – SPECIAL EVENTS CHIEF MAINTENANCE TECHNICIAN – SECLUDED AREAS

26	ANNOUNCER-INTERVIEWER (NORDIC SERVICES) CREATOR-WRITER JOURNALIST JOURNALIST-HOST (THEMATIC NEWS BULLETIN) MEDIA LIBRARIAN (TEAM LEADER) LIBRARIAN (TEAM LEADER) JOURNALIST / COLLABORATOR / INFORMATION RE-SPEAKER / CLOSED-CAPTIONER (TEAM LEADER) JOURNALIST – RESEARCHER
27	LEAD MAINTENANCE TECHNICIAN (SECLUDED AREAS)
28	SWITCHER-PRODUCER ADVANCED MAINTENANCE TECHNICIAN ADVANCED MAINTENANCE TECHNICIAN (SECLUDED AREAS) TECHNICIAN – DESKTOP RADIO SYSTEMS
29	JOURNALIST-HOST REPORTER – DIGITAL MEDIA SPECIALIZED REPORTER ASSISTANT EDITORIAL SECRETARY (NATIONAL) VIDEO-JOURNALIST ASSISTANT ASSIGNMENT LEAD (NATIONAL)
30	AGENT – BUSINESS & COMMERCIAL (TEAM LEADER) ADVISOR – ADVERTISEMENT CODE ADVISOR – ADVERTISEMENT ADVISOR – COMPUTERS & IT (TEAM LEADER) ADVISOR-COORDINATOR – INSTITUTIONAL SALES COORDINATOR / ANALYST – COLLECTION WRITER / REVIEWER ADVISOR – INSTITUTIONAL SALES ILLUSTRATOR (TEAM LEADER) COORDINATOR – AUTOMATION (TEAM LEADER) DEVELOPMENT PROJECT MANAGER (TEAM LEADER) AGENT – COPYRIGHT (TEAM LEADER)
31	ADVANCED MAINTENANCE TECHNICIAN (SECLUDED AREAS)

32	DESIGNER – GRAPHIC ARTS DESIGNER – COSTUMES DESIGNER – SETS DESIGNER – COMPUTER GRAPHICS DESIGNER – COMPUTER GRAPHICS B DESIGNER – DATA ILLUSTRATOR INTERACTIVE DESIGNER – MULTI-PLATFORM DIGITAL PROD. MAINTENANCE TECHNICIAN – SYSTEMS MANAGEMENT
33	VIDEO-JOURNALIST (G) – GRANDFATHERED
34	HOST / PRODUCER ASSIGNMENT LEAD (LOCAL) EDITORIAL SECRETARY (LOCAL)
35	DESIGNER – COMPUTER GRAPHICS B
36	NATIONAL REPORTER SPECIALIZED NATIONAL REPORTER
37	MASTER MAINTENANCE TECHNICIAN
38	CORRESPONDENT ASSIGNMENT LEAD (NATIONAL) EDITORIAL SECRETARY – DIGITAL MEDIA EDITORIAL SECRETARY (NATIONAL)

## **Appendix B – GUARANTEED EMPLOYMENT – EMPLOYEES HIRED PRIOR TO DECEMBER 1983**

The Parties hereby acknowledge and agree that subsection 31.1 of the STARF-SCFP 5757 collective agreement (which remained in force and effect from April 1<sup>st</sup>, 2013 to March 31<sup>st</sup>, 2014), subsection 24.7 of the SCFP 675 collective agreement (which remained in force and effect from September 26, 2010 to September 20<sup>th</sup>, 2015), and subsection 32.10 of the SCRC collective agreement (which remained in force and effect from October 1<sup>st</sup>, 2012 to February 28, 2015) must apply to this Collective Agreement.

(STARF-SCFP 5757) 31.1 Guaranteed employment – Employees hired before December 1983

Should the Corporation elect to substantially reduce the operations it is conducting within a specific branch, there shall be no layoff, severance, or decrease in wages in regards to STRF and NABET Employees who were part of the staff on December 1<sup>st</sup>, 1983, or to SCFP Employees who were part of the staff on December 31<sup>st</sup>, 1983 and who are still working for the Corporation on the day this Collective Agreement is signed and executed – insofar as they have successfully completed their trial period.

(SCFP 675) 24.7

No Employee working for the Corporation on December 31<sup>st</sup>, 1983 and still working for the Corporation on the day this Collective Agreement is signed and executed (without having undergone any interruption of their ongoing service) shall be, on account of staff reductions, subjected to a decrease in wages while this Collective Agreement remains in force and effect.

Any regular Employee:

- i ) who declines an offer to be transferred or reassigned to a position which was left vacant within the Québec or Moncton branch (and is covered by the Bargaining Unit), insofar as they cannot bump any other employee;
- or
- ii ) who declines an offer to bump another employee of the Bargaining Unit within the Québec or Moncton branch;

shall be laid off in accordance with the provisions of subsection 24.15. (SCRC) 32.10.

The Parties hereby acknowledge and agree that all employees who used to benefit from a “protected status” under the SCFP collective agreement and who were included in the current Bargaining Unit following the ruling made on May

18, 1982 by the *Canada Industrial Relations Board* will, as long as this Collective Agreement remains in force and effect, benefit from the rights and privileges defined below.

Any “protected” Employee who sees their position being declared redundant will, in accordance with subsections 32.3 and 32.5, have the right to bump any other employee who has gathered less seniority insofar as they possess the skills and qualifications the other employee’s position requires.

Any “protected” Employee who is likely to be laid off shall have to undergo a specific trial and training period whose content and scope will be determined by the Parties. Such trial and training period, whose duration shall not exceed nine (9) months, should allow the employee to acquire the knowledge they will need in order to occupy the position identified by the joint committee.

In the event where no bumping option was available or the Corporation was unable to find another job for the “protected” Employee, the latter shall be laid off and paid four (4) weeks of salary in consideration for each and every year of ongoing service. They shall, in any event, benefit from the reinstatement rights provided for in subsection 32.9.

The “protected” Employee who refuses to occupy a vacant position or to bump another employee shall be laid off and paid four (4) weeks of salary in consideration for each and every year of ongoing service. Because they have declined employment, such an Employee will not benefit from the reinstatement rights provided for in subsection 32.9.

## Appendix C – PHASED RETIREMENT

Notwithstanding the provisions of Article 76 (“Retirement Allowance”), any Employee who is eligible for a retirement leave at least three (3) months long may also exercise the option discussed below.

### Definition

Phased retirement allows eligible Employees to reduce their standard work schedule while collecting a portion of the severance pay referred to in Article 76 as a partial retirement leave. Practically speaking, phased retirement is made up of fifty percent (50%) time worked and fifty percent (50%) partial retirement leave.

### Terms and conditions

1. In order to be eligible for phase retirement, a permanent, full-time Employee must be entitled to severance pay corresponding to three (3) to six (6) months’ salary, according to the criteria applicable to each of the former union units (namely, SCRC, STARF-SCFP 5757, and SCFP 675).
2. Phase retirement becomes effective upon signature and execution of the Collective Agreement. The Employee must give three (3) months’ prior notice and have all relevant data on hand at the time their application is filed. In other words, the first opportunity for phased retirement will present itself three (3) months after this Collective Agreement is signed and executed.
3. The Employer will have one (1) month to grant or dismiss the application on a final and definite basis. Should it dismiss it, it shall, in writing, disclose its reasons for doing so. Neither the Employer’s decision nor the reasons invoked in support of it may ever be the object of a grievance.
4. Should the Employer grant an application and an agreement be signed and executed by the Parties, the decision will become irreversible and all relevant data involved will become unchangeable. Parameters such as the date of departure on retirement, the preset work schedule, and the length of the partial retirement leave agreed upon cannot be modified.
5. The interval of time during which phase retirement occurs shall begin on the first day and end on the last day of any calendar month. The portion attributable to the partial retirement leave shall always correspond to fifty percent (50%) of the Employee’s regular schedule, as illustrated in the figure below:

Severance pay (rounded up to the nearest month)	Phased retirement		Balance of allowance left to pay and/or retirement leave
	"Time worked"	"Partial retirement leave"	
3 months	2 months at 50%	2 months at 50%	2 months
	4 months at 50%	4 months at 50%	1 month
4 months	2 months at 50%	2 months at 50%	3 months
	4 months at 50%	4 months at 50%	2 months
	6 months at 50%	6 months at 50%	1 month
5 months	2 months at 50%	2 months at 50%	4 months
	4 months at 50%	4 months at 50%	3 months
	6 months at 50%	6 months at 50%	2 months
6 months	2 months at 50%	2 months at 50%	5 months
	4 months at 50%	4 months at 50%	4 months
	6 months at 50%	6 months at 50%	3 months

6. At the end of phased retirement, the balance of severance pay that was not used as a partial retirement leave shall be paid as a lump sum and/or as a retirement leave.
7. The schedule followed during intervals of time worked and partial retirement leave must be determined in advance. The days in question shall remain unchanged and unchangeable throughout the phased retirement.
8. Contributions to the Employer's benefits plans (other than those associated with long-term disability (LTD)) shall be levied throughout the Employee's phased retirement.
9. The Employee, throughout their phased retirement, shall remain ineligible for long-term disability, shall not be required to pay any of the premiums associated therewith, and may not submit any application for LTD benefits.



- 10 . The interval of phased retirement shall, up to applicable limits, qualify as ongoing service for the purpose of the CBC/Radio Canada pension plan. Contributions will be levied accordingly.
- 11 . Mandatory contributions will be withheld throughout the whole duration of the Employee's phased retirement.
- 12 . Throughout the Employee's phased retirement:
  - The Employee may not, in any circumstances whatsoever, benefit from any other kinds of leaves (such as annual leaves, special leaves, short-term or long-term disability leaves, and statutory holidays). The interval of time during which the retirement leave is taken shall not be assimilated to ongoing service for the purpose of calculating severance pay or the amount of reward meant to compensate extended service.
- 13 . Throughout the interval counting as "time worked":
  - The interval of time worked will not be assimilated to ongoing service for the purpose of calculating severance pay.
  - The Employee will earn annual leave credits in proportion to the time they actually worked. They may then take such annual leaves at any time and in any manner agreed upon with their manager.
  - The Employee will be entitled to short-term disability leaves insofar as they provide a medical certificate on the fourth (4<sup>th</sup>) consecutive day of any sick leave.

## **Appendix D – DIVERSITY AND INCLUSION**

The Parties hereby agree to implement a Hiring and Development Program that will be focused on diversity and inclusion.

The Employer may rely on the Program whenever any of the categories it promotes is (in terms of statistics or operational needs) underrepresented within the staff governed by the bargaining certificate

The Program must provide for customized training that cannot extend beyond one hundred and thirty (130) days of regular work unless it is renewed for the same amount of time. Any Employee governed by the Program who is deemed to have successfully undergone their trial period will also be deemed to have completed their probationary period.

Once an Employee's trial period is over, their seniority will apply retroactively from the date on which they were initially hired.

All Employees who will benefit from the Program will see their workload alleviated in proportion to the requirements of their customized training.

Whenever such customized training must be provided by an Employee who is a member of the Bargaining Unit, additional compensation shall be paid for as long as mentoring is needed pursuant to Article 29.

Employees hired under the Program will be registered as term Employees. They may, regardless of provisions pertaining to the assignment of term Employees, be assigned to any function or duty while they are undergoing training. They may not invoke or rely on any seniority before they complete their trial period successfully. They may not, either, be awarded a permanent position before their trial period (or any extension thereof) is complete.

A mandatory performance assessment shall be carried out mid-way into an Employee's trial period so deficiencies can be identified and the initial training Program can be adjusted. Another performance assessment must be conducted whenever a trial period is extended.

**Appendix E – OPTIONS AVAILABLE SHOULD A JOB POSITION BE DECLARED REDUNDANT (ART. 32)**

1. The figure below is meant to clarify the provisions of Article 32 (“Elimination of Positions / Layoffs”). It should help Employees who were given a notice of redundancy to exercise the rights and fulfill the obligations referred to in said Article. As such, it is deemed not to form an integral part of the Collective Agreement.
2. The Parties hereby agree that nothing in this Appendix E may ever be used in order to interpret or construe the provisions of Article 32.
3. Should conflict or discrepancy ever arise between the provisions of this Appendix E and those of Article 32, the latter shall prevail.

	<b>STEPS</b>	<b>(32.6) IN CASE OF REFUSAL</b>	<b>TYPE OF OFFER</b>	<b>OPTION</b>
1	32.7 a)	Vacant position	Same job title	C or D
2	32.7 b)	Temporary assignment	Same job title	C or D
3	32.7 c)	Temporary assignment	Other job title Same wage level	A, B, C, or D
4	32.7 d)	Vacant position	Other job title Same wage level	A, B, C, or D
5	32.8 a)	Bumping	Same job title	C or D
6	32.7 d) i)	Vacant position	Other job title Same wage level	C or D
7	32.7 e) 32.8 b)	Bumping	Other job title Same wage level	C or D
8	32.7 f)	Temporary assignment	Other job title Lower wage level	A, B, C, or D
9	32.7 g)	Vacant position	Other job title Lower wage level	C or D
10	32.8 c)	Bumping	Other job title Lower wage level	C or D

## **Appendix F – JOINT JOB ASSESSMENT COMMITTEE**

WHEREAS the ruling made by the Canada Industrial Relations Board in case 2015 CCRI 741 (RD741) and the way work has progressed within the Employer's premises and facilities;

WHEREAS the Parties acknowledge that job descriptions must be reviewed and that a job assessment system must be implemented;

WHEREAS the Parties wish to configure a compensation scheme that aligns with the Employer's mission and values;

THE PARTIES agree as follows:

1. They will put together a Joint Job Assessment Committee composed of six (6) members all in all, three (3) of which will be appointed by the Union.
2. Both Parties shall appoint their members of the Joint Job Assessment Committee within the four (4) weeks that will follow the signature and execution of the Collective Agreement.

The Committee shall begin working no later than one (1) month after its members have been appointed. The revision of existing job descriptions and the configuration of a new compensation scheme shall be completed by the time the Collective Agreement comes to an end.

3. Each Party may appoint a contact individual who will provide support whenever the Committee meets and/or deliberates.
4. The Employer, in compliance with the provisions of subsection 8.1, shall release with pay the three (3) Union representatives who must attend meetings of the Committee. It shall, in fact and with respect to all three (3) Union representatives, take charge of the costs associated with ninety (90) days of release and preparation.
5. All the meetings held by the Parties as members of the Committee must be recorded in minutes drafted by the Employer and executed by both Parties
6. The Committee's mission consists (among other things) in the following:
  - a) Configure and revise the Employer's job assessment system and weighing practices;
  - b) Assess jobs by means of internal and external comparators;

- c) Revise all existing job descriptions while taking the job assessment process into account;
  - d) Devise and implement any and all rules likely to help the Committee fulfill its mission;
  - e) Design and implement a compensation scheme;
  - f) Once the new compensation scheme is in place, assess all new or modified jobs in accordance with the provisions of subsection 60.4;
  - g) Determine how Employees will be integrated into the new compensation scheme;
  - h) Respond to applications for review filed under Article 60 (“Job Assessment Process”).
7. Any and all decisions taken at a majority of the Committee’s members shall be final, definite, enforceable, and unappealable by means of a grievance.
  8. No Employee shall ever be subjected to a reduction of their salary as a result of the reassessment of their job or of changes made to the job assessment system. In such a case, the Employee will keep their current salary until the applicable wage scale catches up to it.
  9. As it falls under the Committee’s responsibility, the integration of adjustments into the new compensation scheme is not an issue that can be referred to arbitration.
  10. Both the assessment system and the documents that pertain to the process are binding upon the Parties. They cannot be modified in any way or manner unless both Parties have mutually agreed to it. The Parties hereby agree that all relevant documents will be kept *as is*.
  11. Either Party may, at the end of the job assessment process, submit to arbitration any unresolved issue relating to the classification of a specific job by the Committee – in which case a single arbitrator shall be appointed in compliance with the provisions of Article 20 (“Arbitration Process”).
  12. The arbitrator shall exercise the powers defined in subsection 60.5.
  13. Whenever the Parties agree on the parameters applicable to specific jobs, the adjustment of wages and the integration into the new wage scales shall come into force and effect once the Committee is officially done deliberating.

When it comes to jobs in regards to which a dispute was referred to arbitration, the adjustment of wages and the integration into the new wage scales shall come into force and effect the moment the arbitrator issues a final and definite ruling on the matter.

- 14 . Except when it comes to the costs associated with the integration into new wage scales, it is hereby understood and agreed that the revision process contemplated in this Appendix F must, before it is implemented, align with the financial parameters defined by the Employer.
- 15 . The Committee shall, within ninety (90) days of the adoption of legislative provisions pertaining to pay equity, make sure that its activities and deliberations align with such provisions.

**Letter of Agreement 1 – ADVISORY COMMITTEE ON BENEFITS**

**(hereinafter, the “ACB”)<sup>6</sup>**

**LETTER OF AGREEMENT – ADVISORY COMMITTEE ON BENEFITS**

**(hereinafter, the “ACB”)**

**LETTER OF AGREEMENT**

**SCRC-2018-7**

**BETWEEN**

**THE CANADIAN BROADCASTING CORPORATION**

**(hereinafter, the “Employer”)**

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA**

**(hereinafter, the “SCRC”)**

**(both the parties above being referred to as the “Parties”)**

**SUBJECT MATTER: ADVISORY COMMITTEE ON BENEFITS**

**(hereinafter, the “ACB”)**

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**CONSIDERING** the ruling made by the Canada Industrial Relations Board on July 3<sup>rd</sup>, 2015;

**CONSIDERING** that the SCRC collective agreement expired on September 30<sup>th</sup>, 2012, that the STARF-SCFP 5757 collective agreement expired on March 31<sup>st</sup>, 2014, and that the SCPF 675 collective agreement expired on September 20<sup>th</sup>, 2015;

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<sup>6</sup> The Parties hereby acknowledge that a dispute was referred to commercial arbitration pursuant to the memorandum of agreement discussed in subsection 64.2 (hereinafter, the “memorandum of agreement”).

Such a dispute arose from the notice of termination of the memorandum of agreement that was issued by the Employer as well as from the request for *status quo* submitted by various unions.

Hence, the effects of Article 64 and of references to the memorandum of agreement made in letters of agreement are suspended until the dispute pertaining to the memorandum of agreement is either resolved or ruled upon.

The Parties agree to maintain *as is* the provisions of Article 64 as well as all references to the memorandum of agreement made in letters of agreement without prejudice to the rights and arguments they might be able to invoke during the arbitration process. The fact that such references were retained at the time this Collective Argument was renewed shall never be interpreted or construed as going against the position the Employer or any other Party may have adopted in the context of the dispute. Neither party may ever be allowed to draw, before the arbitrator, any kind of conclusions based on the fact that the application of Article 64 and/or references to the memorandum of agreement were temporarily suspended.

**CONSIDERING** that in the course of the negotiations it held with the Employer in regards to a new collective agreement, the SCRC suggested that a text similar to Appendix F (“Advisory Committee on Benefits”) to the previous collective agreement be used as a reference.

**CONSIDERING** that the Employer clearly manifested its intention to modify the wording of “Appendix F”;

**CONSIDERING** that the matter must be discussed with all the unions who participate in the ACB;

**CONSIDERING** that Appendix D to the memorandum of agreement (2008) defines the duties and powers of the Advisory Committee on Benefits and provides that said Committee (or any sub-committee created thereunder) must review the provisions of collective agreements in order to properly assess the Committee’s working methods and to ensure that all the Parties involved have access to a seamless and consistent process;

**CONSIDERING** that such a review has not yet taken place;

**THE PARTIES AGREE AS FOLLOWS:**

1. The recitals above form an integral part of this agreement;
2. Once the new Collective Agreement will be signed and executed, a working group composed of the Employer and of all the unions who participate in the ACB will be created by means of a letter of agreement in order to properly assess the Committee’s working methods and to ensure that all the parties involved have access to a seamless and consistent process;
3. The conclusions reached by the working group discussed above will be made an integral part of the new Appendix F;
4. In the meantime (namely, between the effective date of the new Collective Agreement and the date on which an agreement will be reached among the unions who participate in the ACB), status quo shall be maintained in regards to the ACB’s working methods.

**IN WITNESS WHEREOF**, the Parties have signed this agreement in the city of Montréal, on the fifteenth (15<sup>th</sup>) day of the month of October 2018.

  
\_\_\_\_\_  
**JOHANNE HÉMOND**  
Pour le SCRC

  
\_\_\_\_\_  
**BENOIT LADOUCEUR**  
Pour l'Employeur



**Letter of Agreement 2 – ADVISORY COMMITTEE ON BENEFITS  
(hereinafter, the “ACB”) / TEMPORARY RETENTION OF CERTAIN PROVISIONS  
FOUND IN PREVIOUS COLLECTIVE AGREEMENTS<sup>7</sup>**

**LETTER OF AGREEMENT – ADVISORY COMMITTEE ON BENEFITS  
(hereinafter, the “ACB”) / TEMPORARY RETENTION OF CERTAIN PROVISIONS  
FOUND IN PREVIOUS COLLECTIVE AGREEMENTS**

**LETTER OF AGREEMENT**

**BETWEEN**

**THE CANADIAN BROADCASTING CORPORATION  
(hereinafter, the “Employer”)**

**AND**

**SYNDICAT DES COMMUNICATIONS DE RADIO-CANADA  
(hereinafter, the “SCRC”)**

**(both the parties above being referred to as the “Parties”)**

**SUBJECT MATTER: Advisory Committee on Benefits (hereinafter, the “ACB”) /  
Temporary retention of certain provisions found in  
previous collective agreements**

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**CONSIDERING** the letter of agreement the Parties signed and executed in  
regards to the ACB;

**THE PARTIES AGREE AS FOLLOWS:**

1. The recitals above form an integral part of this agreement;

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<sup>7</sup> The Parties hereby acknowledge that a dispute was referred to commercial arbitration pursuant to the memorandum of agreement discussed in subsection 64.2 (hereinafter, the “memorandum of agreement”).

Such a dispute arose from the notice of termination of the memorandum of agreement that was issued by the Employer as well as from the request for *status quo* submitted by various unions.

Hence, the effects of Article 64 and of references to the memorandum of agreement made in letters of agreement are suspended until the dispute pertaining to the memorandum of agreement is either resolved or ruled upon.

The Parties agree to maintain *as is* the provisions of Article 64 as well as all references to the memorandum of agreement made in letters of agreement without prejudice to the rights and arguments they might be able to invoke during the arbitration process. The fact that such references were retained at the time this Collective Argument was renewed shall never be interpreted or construed as going against the position the Employer or any other Party may have adopted in the context of the dispute. Neither party may ever be allowed to draw, before the arbitrator, any kind of conclusions based on the fact that the application of Article 64 and/or references to the memorandum of agreement were temporarily suspended.

2. It was agreed that between the effective date of a new Collective Agreement and the date on which an agreement will be reached among the unions who participate in the ACB, status quo would be maintained in regards to the ACB's working methods.
3. The provisions below shall, without the Employer making any kind of admission, remain in full force and effect until an agreement is reached between the unions who participate in the ACB:
- Subsection 55.3.5 of the collective agreement that binds the Syndicat des Communications de Radio-Canada since October 13, 2009 will continue to apply until Appendix D to the ACB's memorandum of agreement (2008) is revised.
  - The Bargaining Unit may, through the representatives it appointed to the ACB, participate in the election of a union representative who will be a member of the claims settlement board that reviews all applications for long-term disability benefits and can, whenever such an application is filed by an Employee, appoint a union representative who will participate in the decision to grant or dismiss the application.
  - Subsection 66.9 of the collective agreement that bound the Syndicat des Technicien(ne)s et Artisan(e)s du Réseau Français de Radio-Canada from April 1st, 2013 to March 31st, 2014 will continue to apply until Appendix D to the ACB's memorandum of agreement (2008) is revised;
  - The Employer has agreed that in accordance with the conclusions reached by the ACB, any and all savings derived from changes made to benefits plans would be used to enhance existing benefits or to introduce new ones.
  - Subsection 52.3 of the collective agreement that binds the Syndicat Canadien de la Fonction Publique (local 675) since December 17, 2010 will continue to apply until Appendix D to the ACB's memorandum of agreement (2008) is revised;
  - Since any and all claims for benefits might be reviewed by the insurers prior to being approved, any disputed case may be submitted to the ACB for examination. Whenever an application for examination involves a member of the Bargaining Unit, the Union may appoint a representative who will participate in the decision to grant or dismiss the application.

**IN WITNESS WHEREOF**, the Parties have signed this agreement in the city of Montréal, on the fifteenth (15<sup>th</sup>) day of the month of October 2018.

  
\_\_\_\_\_  
**JOHANNE HÉMOND**  
Pour le SCRC

  
\_\_\_\_\_  
**BENOIT LADOUCEUR**  
Pour l'Employeur

# Letter of Agreement 3 – CHANGES MADE TO THE RETIREMENT PLAN

## LETTER OF AGREEMENT

### BETWEEN

#### THE CANADIAN BROADCASTING CORPORATION

(hereinafter, the “Employer”)

### AND

#### SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE RADIO-CANADA

(hereinafter, the “Union”)

(both the parties above being referred to as the “Parties”)

#### **SUBJECT MATTER: Changes made to the retirement plan**

**CONSIDERING** that negotiations are ongoing in regards to the signature and execution of a new Collective Agreement meant to bind the Employer and the STTRC;

**CONSIDERING** that the Parties have spared no effort in order to integrate working conditions while they negotiate the terms and conditions of the new collective agreement;

**CONSIDERING** that the Parties held discussions focused on the eligibility and participation of certain groups of Employees in the Employer’s pension plan;

**CONSIDERING** that both the board of directors and the relevant government department must approve any and all changes to be made to the pension plan;

**CONSIDERING** that both Parties firmly intend to enter into a new Collective Agreement.

#### **THE PARTIES AGREE AS FOLLOWS:**

- 1 . The recitals above form an integral part of this agreement;
- 2 . In the event where provisions of the Collective Agreement resulted in changes being made to the terms and conditions of eligibility and participation in the Employer’s pension plan, the coming into force of such provisions shall be contingent upon the approval of the board of directors and of the relevant government department;
- 3 . Hence, the effective date of any and all provisions requiring such an approval shall come within thirty (30) days of favorable decisions taken in accordance with the previous paragraph

**Letter of Agreement 4 – RE-SPEAKERS AND CLOSED CAPTIONERS  
WORKING IN QUÉBEC**

**LETTER OF AGREEMENT**

**BETWEEN**

**THE CANADIAN BROADCASTING CORPORATION**

(hereinafter, the “Employer”)

**AND**

**SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE RADIO-CANADA**

(hereinafter, the “Union”)

(both the parties above being referred to as the “Parties”)

**SUBJECT MATTER: Re-speakers and closed captioners working in Québec**

**CONSIDERING** that negotiations are ongoing in regards to the signature and execution of a new Collective Agreement meant to bind the Employer and the STTRC;

**CONSIDERING** the provisions of Article 47 (pertaining to the specific working conditions of term (occasional) Employees) that were discussed in the course of current negotiations;

**CONSIDERING** the provisions of Article 35 (pertaining to work hours) that were discussed in the course of current negotiations;

**CONSIDERING** that both Parties firmly intend to enter into a new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

Notwithstanding the restrictions set forth in subsection 47.2 and the minimum work credit provided for in Article 35, the Employer may, at any given time, assign re-speakers and closed-captioners working in Québec to schedules that cover two (2) days and include at least four (4) hours per day, per week.

## **Letter of Agreement 5 – WORK SCHEDULE / BREAKDOWN OF WORK HOURS**

### **LETTER OF AGREEMENT**

#### **BETWEEN**

#### **THE CANADIAN BROADCASTING CORPORATION**

(hereinafter, the “Employer”)

#### **AND**

#### **SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE RADIO-CANADA**

(hereinafter, the “Union”)

(both the parties above being referred to as the “Parties”)

#### **SUBJECT MATTER: Work schedule / Breakdown of work hours**

**CONSIDERING** that negotiations are ongoing in regards to the signature and execution of a new Collective Agreement meant to bind the Employer and the STTRC;

**CONSIDERING** that the nature of the work associated with several job titles covered under the Collective Agreement that binds the Parties requires a breakdown of work hours;

**CONSIDERING** the importance of finding adequate solutions to the issues the Parties have identified;

**CONSIDERING** that both Parties firmly intend to enter into a new Collective Agreement.

#### **THE PARTIES AGREE AS FOLLOWS:**

- 1 . The recitals above form an integral part of this agreement;
- 2 . The Parties shall, within the three (3) months that will follow the signature and execution of the Collective Agreement, create a working group whose mission will consist in making recommendations on the issues raised in parallel to a breakdown of work hours;
- 3 . The Employer, in compliance with the provisions of subsection 8.1, shall release with pay the three (3) representatives of the STTRC who must attend meetings of the working group;
- 4 . The Parties shall define the group’s working methods and set the deadlines according to which its deliberations must progress.

## **Letter of Agreement 6 – DRIVERS**

### **SETTLEMENT OF A GRIEVANCE / TRANSACTION AND RELEASE**

#### **BETWEEN**

#### **THE CANADIAN BROADCASTING CORPORATION**

(hereinafter, the “Employer”)

#### **AND**

#### **LE SYNDICAT DES TECHNICIENS ET DES ARTISANS DU RÉSEAU FRANÇAIS**

(hereinafter, the “Union”)

#### **SUBJECT MATTER: Settlement of a grievance / Transaction and release**

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**CONSIDERING** that the Union challenges the Corporation’s decision to abolish a certain number of positions relating to the driving of trailer trucks;

**CONSIDERING** that the Union has, to this day, filed several grievances with respect to such a decision

**CONSIDERING** that the Corporation argues that the grievances filed by the Union are without merit in fact as well as in law;

**CONSIDERING** that the position of TV assistant (driver) was removed from the collective agreement the Parties executed in 2009 and renewed in 2012 and 2013;

**CONSIDERING** that it is in the best interest of the Parties that they settle all their current disputes – including (without limiting the general scope of the foregoing) when it comes to the financial compensation of four (4) former drivers;

**CONSIDERING** that the Parties enter into this agreement in order to settle all their grievances in connection with drivers and to ensure that their labour relations remain pleasant and orderly.

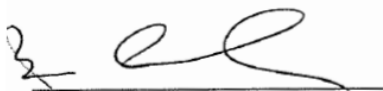
#### **THE PARTIES AGREE AS FOLLOWS:**

1. The recitals above form an integral part of this agreement;
2. The Corporation shall, upon signature and execution of the Collective Agreement, appoint Mr. Pierre Pinsonneault, Mr. Jean-Marie Pellerin, Mr. Alain Régimbald, and Mr. Mario Sauvé as TV assistants (drivers) from Group 4;
3. In their capacity as TV assistants (drivers), the Employees mentioned above will be assigned as assistant technicians, and, insofar as production requirements call for it, as TV assistants (drivers);

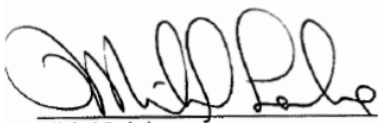
4. The Parties hereby agree that should any of the Employees mentioned above terminate their employment with the Corporation, they will not be replaced as a TV assistant (driver). Should production requirements call for it, however, the Corporation may replace them as an assistant technician in accordance with subsection 21.1 (as well as other provisions) of the Collective Agreement;
5. The Corporation shall, as a settlement of the grievance, pay retroactive wages from Group 3 to Mr. Pierre Pinsonneault and Mr. Jean-Marie Pellerin (from Group 4) from January 9, 2012 to the date on which this agreement is signed and executed. It is hereby acknowledged and agreed that all premiums paid in accordance with the provisions of subsection 22.1 will be deducted from retroactive pay. All adjustments associated with the pension plan will also apply retroactively from January 9, 2012.
6. In consideration for paragraphs 2, 3, 4, and 5 above, the Union hereby withdraws the grievances listed in Appendix A and declares them settled to its satisfaction;
7. Without limiting the general scope of the foregoing, the Union, by signing and executing this agreement, withdraws and discontinues the grievances listed in Appendix A and commits its members to such withdrawal and discontinuance;
8. Both Parties confirm having been given enough time to consult with their respective legal advisors in regards to this agreement. Hence, they sign and execute the latter freely, wilfully, and in the absence of any kind of pressure or duress;
9. This agreement stands as a transaction within the meaning of sections 2631 et seq. of the *Civil code of Québec*. It is signed and executed without either Party making any kind of admission. It is meant, regardless of the collective agreement in issue, to settle once and for all the matters of TV assistants (drivers), assistant drivers, drivers, and drivers of trailer trucks;
10. This agreement shall be binding upon and inure to the benefit of the Parties as well as of their respective heirs, liquidators, administrators, successors, and assigns.

**IN WITNESS WHEREOF**, the Parties have signed this agreement in the city of Montréal, on the fourteenth (14<sup>th</sup>) day of the month of January 2014.

**POUR LE SYNDICAT**



Benoit Celestino  
Président national STARF

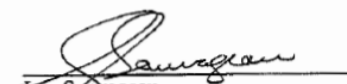


Michel Labrie  
Vice-Président national STARF

**POUR LA SOCIÉTÉ**



Jean Lefort  
Premier conseiller, Relations  
industrielles



Luc Sauvé  
Directeur, Productions télévision,

**Letter of Agreement 7 – INCREASE OF THE PERCENTAGE ASSOCIATED WITH  
TAX-RELATED OBLIGATIONS AND BENEFITS AVAILABLE UPON REPAYMENT OF  
UNION LEAVES (ARTICLE 8)**

**SETTLEMENT OF A GRIEVANCE / TRANSACTION AND RELEASE**

**BETWEEN**

**THE CANADIAN BROADCASTING CORPORATION**

(hereinafter, the “Employer”)

**AND**

**SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE RADIO-CANADA**

(hereinafter, the “Union”)

(both the parties above being referred to as the “Parties”)

**SUBJECT MATTER:** **Increase of the percentage associated with tax-related obligations and benefits**

**CONSIDERING** that the Collective Agreement that binds the Parties provides that “The Employer, by means of recovered wages, maintains the compensation it owes to Employees who benefit from a union leave. It deducts from the Union dues handed to the Union an amount equal to the total of the recovered wages and of a percentage corresponding to the Employer’s contribution to the various tax obligations related to the employment and to the benefits of the Employee on leave.”

**CONSIDERING** that a specific percentage was applied to each of the former union units that were accredited prior to the certificate issued on October 8, 2015 by the Canada Industrial Relations Board;

**CONSIDERING** that despite the 2018-2021 collective agreement coming into force and effect, the Employer continued to apply the rules and practices it had adopted pursuant to previous collective agreements.



- CONSIDERING** that the Parties wish to apply a consistent percentage;
- CONSIDERING** that in 2021, while implementing the collective agreement that expired on October 15, 2021, the Parties agreed to apply a rate of 12.5% until a new collective agreement was signed and executed;
- CONSIDERING** that the Employer believes that the value of tax-related obligations associated with employment and benefits corresponds to more than 12.5%;
- CONSIDERING** that both Parties firmly intend to enter into a new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

- 1 . The recitals above form an integral part of this agreement;
- 2 . The Parties, despite the provisions of subsection 8.7 of the current Collective Agreement, agree that the percentage that best corresponds to the Employer's contribution to tax-related obligations associated with the compensation and benefits owed to a released Employee shall be set at 12.5% until the Collective Agreement that came into force and effect on October 17, 2022 expires and is renewed;
- 3 . The Parties confirm having entered into this agreement without making any kind of admission.

# Letter of Agreement 8 – LOCAL LABOUR RELATIONS COMMITTEES

## LETTER OF AGREEMENT

### BETWEEN

#### THE CANADIAN BROADCASTING CORPORATION

(hereinafter, the “Employer”)

### AND

#### SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE RADIO-CANADA

(hereinafter, the “Union”)

(both the parties above being referred to as the “Parties”)

#### **SUBJECT MATTER: Local Labour Relations Committees (LRC)**

**CONSIDERING** that negotiations were held in regards to the signature and execution of a new Collective Agreement meant to bind the Parties;

**CONSIDERING** that both Parties acknowledged the importance of implementing a joint and common process likely to help them resolve issues related to the application of the Collective Agreement throughout all the stations located in Québec and Moncton.

**CONSIDERING** that the Parties wish to develop a pilot program focused on the implementation of local labour relations committees whose mission will consist in resolving issues associated with the implementation of the Collective Agreement.

**CONSIDERING** that the Parties firmly intend to enter into a new Collective Agreement and to promote a healthy labour relations culture throughout the whole organization.

#### **THE PARTIES AGREE AS FOLLOWS:**

1. The recitals above form an integral part of this agreement;
2. A local labour relations committee (LRC) is, in the form of a pilot program, created within each of the following stations: Matane, Moncton, Québec, Rimouski, Rouyn-Noranda, Saguenay, Sherbrooke, and Trois-Rivières. As regards other stations (such as the one located in Montréal), the Parties hereby agree to meet as the pilot program progresses in order to adapt the implementation of local LRCs to the needs and requirements of specific stations;

- 3 . The assignment entrusted to the local LRC consists in resolving issues revolving around occupational configuration and the implementation of the Collective Agreement;
- 4 . Each and every local LRC shall convene and meet six (6) times a year – except for the ones attached to the Matane and Rouyn-Noranda stations, which shall convene and meet four (4) times a year (at a time agreed upon by both Parties). Additional meetings may be scheduled, if need be;
- 5 . The local parties involved shall, before they meet, disclose the matters they wish to discuss;
- 6 . Each and every local LRC is composed of two (2) Employer representatives and two (2) Union stewards. Human resources business partners (HRBP) shall be allowed to represent the Employer. Union stewards may be assisted by a representative appointed by the Union’s office;
- 7 . The Employer may be assisted by a representative from the Labour Relations department – in which case it shall, within the seven (7) days that come before the local LRC’s meeting, announce the presence of such an individual to the Union. The Union, for its part, may require the assistance of an advisor or consultant – in which case it shall, also within the seven (7) days that come before the local LRC’s meeting, announce the presence of such an individual to the Employer;
- 8 . Union representatives shall, whenever they must attend a meeting of the local LRC, be released in accordance with the provisions of Article 8 of the Collective Agreement;
- 9 . Members of the local LRC who represent the Union are also entitled to one (1) full day of paid release in order to prepare for each day during which the LRC is scheduled to meet;
- 10 . Members of the local LRC cannot extend the deadlines provided for in the Collective Agreement, amend or otherwise modify any of its provisions, or enter into any kind of agreement meant to resolve or settle a grievance. Whenever an issue is registered with the local LRC within the timeframe set forth in Article 19 of the Collective Agreement for the filing of a grievance, such timeframe shall automatically be extended by an interval of twenty (20) calendar days so the local parties are given enough time to discuss the matter and contemplate adequate solutions. Should the dispute persist, either Party may file a grievance within the timeframe provided for in Article 19;
- 11 . The local parties must keep minutes of all the meetings the local LRC holds;
- 12 . Whenever an issue discussed during a meeting of the local LRC cannot be resolved to the Parties’ satisfaction, it may be referred to the LRC created under subsection 12.1 of the Collective Agreement;

- 13 . Upon expiry of the year that will follow the signature and execution of the Collective Agreement, the Parties shall meet in order to discuss the results obtained while implementing the pilot program. They shall, on that occasion, determine whether the measures discussed in paragraphs 1 to 12 above should be maintained or modified while the Collective Agreement remains in force and effect.

## Letter of Agreement 9 – WORKING FROM HOME

### LETTER OF AGREEMENT

#### BETWEEN

#### THE CANADIAN BROADCASTING CORPORATION

(hereinafter, the “Employer”)

#### AND

#### SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE RADIO-CANADA

(hereinafter, the “Union”)

(both the parties above being referred to as the “Parties”)

#### **SUBJECT MATTER: Working from home**

**CONSIDERING** that negotiations are ongoing in regards to the signature and execution of a new Collective Agreement meant to bind the Employer and the STTRC;

**CONSIDERING** that the Union has submitted a series of requests revolving around the opportunity of working from home;

**CONSIDERING** the relevant provisions of the Canada Labour Code as well as the policy the Employer has adopted in regards to work performed remotely (as it may be amended from time to time);

**CONSIDERING** that the Parties firmly intend to enter into a new Collective Agreement.

#### **THE PARTIES AGREE AS FOLLOWS:**

1. The recitals above form an integral part of this agreement;
2. Any Employee who has been working for the Employer for at least six (6) months may, in accordance with the Employer’s policy on the matter, fill out and submit to their manager an agreement form pertaining to work performed remotely.
3. The Employee who wishes to reach an agreement on working from home may, should they deem it necessary and in addition to undergoing the application process designed by the Employer, meet with their manager in order to discuss their needs and expectations.

4. Whenever they review an application, the manager must consider and weigh several parameters such as the nature of the work involved, the potential impact of working from home on the quantity and quality of the Employee's work, foreseeable consequences on other Employees, health and safety, and operational requirements.
5. The Parties shall, throughout the year that will follow the signature and execution of the Collective Agreement and through the input of the Workload Committee created under Article 69, discuss the evolution of remote work practices within the Employer's organization.

The Union may, during such meetings of the Workload Committee, request that the Employer provide guidelines on the remote work activities to be carried out by specific components of the organization.

It may also confront the Employer's representatives about the observance of such guideline.

6. The Parties shall, before the timeframe set forth above expires, determine whether or not other follow-up meetings are required. In the event where the Employer or the Union wished to keep having follow-up meetings until the Collective Agreement comes to an end, such meetings shall be held at a frequency and in accordance with rules of practice the Parties will define.

# Letter of Agreement 10 – INTERIM MEASURES DEALING WITH SENIORITY

## LETTER OF AGREEMENT

### BETWEEN

#### THE CANADIAN BROADCASTING CORPORATION

(hereinafter, the “Employer”)

### AND

#### SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE RADIO-CANADA

(hereinafter, the “Union”)

(both the parties above being referred to as the “Parties”)

#### **SUBJECT MATTER: Interim measures dealing with seniority**

**CONSIDERING** that negotiations are ongoing in regards to the signature and execution of a new Collective Agreement meant to bind the Parties;

**CONSIDERING** that according to subsection 22.2 of the collective agreement that lapsed on October 15, 2021, “The seniority of any Employee who was assigned directly to a permanent position begins accruing on the day they were hired”;

**CONSIDERING** that changes were made to Article 22 of the Collective Agreement, including the fact that seniority is now expressed in terms of civil years and days;

**CONSIDERING** that both Parties wish to put an end to the discrepancies that used to make calculating seniority somewhat difficult;

**CONSIDERING** that the Parties firmly intend to enter into a new Collective Agreement.

#### **THE PARTIES AGREE AS FOLLOWS:**

1. The recitals above form an integral part of this agreement;
2. The Employer shall, within the sixty (60) days that will follow the signature and execution of a new Collective Agreement, convert the seniority date of full-time and part-time permanent Employees into a number of civil years and days. In so doing, the Employer shall, starting with a permanent Employee’s first day of ongoing service, convert their seniority into calendar years and days;

3. The Employer shall, within sixty (60) days of the signature and execution of the new Collective Agreement, determine how much seniority must be (in terms of civil years and days) attributed to temporary Employees. In so doing, it shall, from the first day of ongoing service it acknowledged, convert the seniority of temporary Employees into calendar years and days;
4. The Employer shall, within sixty (60) days of execution of the new Collective Agreement, determine how much seniority (in terms of civil years and days) contractual Employees have earned so far. It shall, for that purpose and starting on the first day of ongoing service it acknowledges, convert any and all contractual Employees' seniority into civil years and days;
5. The Employer shall, within the sixty (60) days that will follow the signature and execution of the new Collective Agreement, provide the Union with a list stating how much converted seniority each and every Employee has earned so far. Such a list, which shall be in the Excel format, must state an Employee's name and number, their employment status, and their first day of ongoing service. It must also include a conversion of their seniority into a number of calendar years and days;
6. The Parties hereby agree that the interim measures discussed in this document are only meant to help them calculate seniority in terms of civil years and days so they can come up with the first draft of a consolidated seniority list. Neither said list nor any seniority data shall ever allow an Employee to exercise or challenge any right that would otherwise be barred under the statute of limitations;
7. Once it will have disclosed the seniority list to the Union, the Employer will be barred from making any changes to events that occurred prior to such disclosure.
8. The seniority list discussed in this Letter of Agreement settles (in a definite and irrevocable manner) the matter of the seniority earned by Employees;
9. Both the Employer and the Union confirm that since this Letter of Agreement adequately summarizes their wishes and intentions, it shall govern the actions and initiatives taken by any and all individuals they represent;
10. This Letter of Agreement, even though it forms an integral part of the Collective Agreements that bind the Parties, shall not be governed by any procedures dealing with arbitration or the settlement of grievances;
11. From that point on, the rules set forth in Article 22 shall apply and the rights conferred under the Collective Agreement shall be governed by the seniority list applicable to year one (1);
12. The Union, on behalf of all its members and in regards to the creation of the first (1st) seniority list, hereby discharges the Employer of any and all liability and waives any and all actions, claims, complaints, grievances, petitions, applications, or damages (regardless of nature or scope) that it could have filed, could file, or could eventually file against the Employer or its officers, directors, administrators,



representatives, or Employees in regards to the creation of the first (1st) seniority list.

- 13 . The Employer, the Union, and all the Employees interested hereunder hereby discharge from any and all liability the Confédération des Syndicats Nationaux (CSN), the Fédération Nationale des Communications et de la Culture (FNCC-CSN), the Conseil Central de Montréal Métropolitain (CSN), as well as their respective officers, directors, administrators, representatives, and employees in regards to any and all past, present, or future obligations of means they might have taken on while compiling the first (1st) seniority list or participating (whether directly or indirectly) in the settlement of the Collective Agreement.
- 14 . Any new Employee who is hired once the first (1st) seniority list (applicable to year one (1)) has been published will be governed by the rules defined in section 22 of the Collective Agreement.

**Letter of Agreement 11 – ANNUAL BANK OF UNION LEAVES WITH PAY /  
INTERIM MEASURES**

**LETTER OF AGREEMENT**

**BETWEEN**

**THE CANADIAN BROADCASTING CORPORATION**

(hereinafter, the “Employer”)

**AND**

**SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE RADIO-CANADA**

(hereinafter, the “Union”)

(both the parties above being referred to as the “Parties”)

**SUBJECT MATTER: Annual bank of Union leaves with pay / Interim measures**

**CONSIDERING** that negotiations are ongoing in regards to the signature and execution of a new Collective Agreement meant to bind the Parties;

**CONSIDERING** that changes were made to subsection 8.9 of said Collective Agreement.

**CONSIDERING** that the Parties firmly intend to enter into a new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. The recitals above form an integral part of this agreement;
2. The parties hereby agree that the paid Union leave bank discussed in subsection 8.9 of the Collective Agreement will come into force and effect on April 1<sup>st</sup>, 2023 while applying retroactively to April 1<sup>st</sup>, 2021;
3. Once the Collective Agreement will be signed and executed, the Union shall, in 2023, start its first (1<sup>st</sup>) leave bank with seventy-five (75) leave days that shall be subject to increased pay (total of 2021, 2022, and 2023);
4. Starting on April 1<sup>st</sup>, 2024, the quantum of such bank of paid leaves shall be, in accordance with the provisions of subsection 8.9, reset to twenty-five (25) days per year;

**Letter of Agreement 12 – IN REGARDS TO THE UPDATE OF ARTICLE 56 :  
MATERNITY LEAVE / ADOPTION LEAVE / CO-PARENTING LEAVE / PARENTAL  
LEAVE / CHILD CARE LEAVE / CAREGIVER LEAVE / COMPASSIONATE CARE  
LEAVE / OTHER TYPES OF LEAVES**

**LETTER OF AGREEMENT**

**BETWEEN**

**THE CANADIAN BROADCASTING CORPORATION**  
(hereinafter, the “Employer”)

**AND**

**SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE RADIO-CANADA**

(hereinafter, the “Union”)

(both the parties above being referred to as the “Parties”)

**SUBJECT MATTER:** **Article 56 – Maternity leave, adoption leave, co-parenting leave, parental leave, child care leave, caregiver leave, compassionate leave, and other types of leaves**

**CONSIDERING** that the Parties wish to confirm that the contents of Article 56 comply with applicable public order legislation;

**CONSIDERING** that the Parties firmly intend to enter into a new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

The Parties shall review the contents of Article 56 in parallel to all public order provisions already in effect, and then, if need be, update such contents within the six (6) months of the execution of the new Collective Agreement

**Letter of Agreement 13 – PROCESS REVOLVING AROUND THE PERMANENT STATUS OF SOME RESEARCHERS FOLLOWING THE EXECUTION OF THE COLLECTIVE AGREEMENT**

**LETTER OF AGREEMENT**

**BETWEEN**

**THE CANADIAN BROADCASTING CORPORATION**

(hereinafter, the “Employer”)

**AND**

**SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE RADIO-CANADA**

(hereinafter, the “Union”)

(both the parties above being referred to as the “Parties”)

**SUBJECT MATTER: Granting a permanent status to certain researchers**

- CONSIDERING** the negotiations the Parties have held in view of entering into a new Collective Agreement;
- CONSIDERING** the addition of subsection 48.19 to the new Collective Agreement;
- CONSIDERING** that the Parties firmly intend to enter into a new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. The recitals above form an integral part of this agreement;
2. The Employer shall, within thirty (30) days of the signature and execution of the Collective Agreement, create ten (10) permanent, full-time positions reserved for researchers;
3. The Employer shall, until the ten (10) positions created under paragraph 2 above are filled, grant a permanent employment status to the full-time researchers who have gathered the most seniority and experience in that field;
4. Any Employee referred to in paragraph 3 above may, as this agreement is being implemented, refuse any and all offers to be made a permanent Employee.

**Letter of Agreement 14 – PROCESS REVOLVING AROUND THE PERMANENT STATUS OF SOME WEB EDITORS FOLLOWING THE EXECUTION OF THE COLLECTIVE AGREEMENT**

**LETTER OF AGREEMENT**

**BETWEEN**

**THE CANADIAN BROADCASTING CORPORATION**

(hereinafter, the “Employer”)

**AND**

**SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE RADIO-CANADA**

(hereinafter, the “Union”)

(both the parties above being referred to as the “Parties”)

**SUBJECT MATTER: Granting a permanent status to certain web editors**

- CONSIDERING** the negotiations the Parties have held in view of entering into a new Collective Agreement;
- CONSIDERING** the addition of subsection 48.20 to the new Collective Agreement;
- CONSIDERING** that the Parties firmly intend to enter into a new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. The recitals above form an integral part of this agreement;
2. The Employer shall, no later than thirty (30) days after the execution of the Collective Agreement, create enough permanent, full-time positions as web editors so the total amount of regular hours worked by hired web editors account for no more than fifty percent (50%) of the total number of regular hours worked by all permanent and contractual web editors.
3. Until the percentage provided for in paragraph 2 above has been reached, the Employer shall grant a permanent Employee status to any and all full-time web editors who have gathered the most seniority and experience in that field.
4. Any Employee referred to in paragraph 3 above may, as this agreement is being implemented, refuse any and all offers to be made a permanent Employee.

**Letter of Agreement 15 – RECLASSIFICATION OF THE “RESEARCHER” JOB TITLE  
UNDER GROUP 26**

**LETTER OF AGREEMENT**

**BETWEEN**

**THE CANADIAN BROADCASTING CORPORATION**

(hereinafter, the “Employer”)

**AND**

**SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE RADIO-CANADA**

(hereinafter, the “Union”)

(both the parties above being referred to as the “Parties”)

**SUBJECT MATTER: Researchers – Group 26**

**CONSIDERING** the negotiations the Parties have held in view of entering into a new Collective Agreement;

**CONSIDERING** that prior to the signature and execution of the new Collective Agreement, the compensation associated with a researcher’s position is covered under wage group 21 of Article 63 (“Job Groups / Working Hours / Pay Band”);

**CONSIDERING** that the Parties firmly intend to enter into a new Collective Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

- 1 . The recitals above form an integral part of this agreement;
- 2 . The compensation associated with a researcher’s position shall, upon signature and execution of the new Collective Agreement, be covered under wage group 26 of Article 63 (“Job Groups / Working Hours / Pay Band”);
- 3 . The Parties shall, upon signature and execution of the new Collective Agreement, transfer the “researcher” job title from Group 21 to Group 26. Each and every researcher working for the Canadian Broadcasting Corporation shall be paid the wage group 26 salary that corresponds to the same level they were occupying while being part of wage group 21. For instance, a researcher who was paid in accordance to level 9 of wage group 21 will now be paid in accordance with level 9 of wage group 26;
- 4 . This letter of agreement makes no changes to any of the other wage groups listed in Article 63 (“Job Groups / Working Hours / Pay Band”).

# Letter of Agreement 16 – DEFINITION OF “COLLABORATOR”

## LETTER OF AGREEMENT

### BETWEEN

#### THE CANADIAN BROADCASTING CORPORATION

(hereinafter, the “Employer”)

### AND

#### SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE RADIO-CANADA

(hereinafter, the “Union”)

(both the parties above being referred to as the “Parties”)

#### **SUBJECT MATTER: Definition of “Collaborator”**

**CONSIDERING** the negotiations the Parties have held in view of entering into a new Collective Agreement;

**CONSIDERING** that the Union requested that the notion of “collaborator” be clearly defined;

**CONSIDERING** the nature and scope of Articles 5 (“Union Recognition”), 7 (“Union Dues”), and 34 (“Jurisdiction / Subcontracting / Outsourcing”) of the Collective Agreement;

**CONSIDERING** that the Parties firmly intend to enter into a new Collective Agreement.

#### **THE PARTIES AGREE AS FOLLOWS:**

- 1 . The recitals above form an integral part of this agreement;
- 2 . A collaborator is an individual who frequently collaborates with the Employer and who (as emphasized in paragraph 34.2 c) of the collective agreement) is endowed with particular knowledge of a specific field. The assignment entrusted to a collaborator allows them to work with a certain measure of autonomy within the boundaries the Employer has defined.
- 3 . The collaborator must comply with the provisions of Article 7 (“Union Dues”);
- 4 . The compensation owed to a collaborator must be equal or higher to the one paid upon hiring of any member of wage group 17 of Article 63 (“Job Groups / Working Hours / Pay Band”).

**Letter of Agreement 17 – TEMPORARY UPGRADES / PROMOTIONS OFFERED TO SPECIFIC JOB TITLES**

**LETTER OF AGREEMENT**

**BETWEEN**

**THE CANADIAN BROADCASTING CORPORATION**

(hereinafter, the “Employer”)

**AND**

**SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE RADIO-CANADA**

(hereinafter, the “Union”)

(both the parties above being referred to as the “Parties”)

- SUBJECT MATTER:**        **Temporary upgrades / Promotions offered to specific job titles**
- CONSIDERING**        the discussions the Working Committee has held on the matters of promotions and temporary upgrades;
- CONSIDERING**        the provisions of Article 25, which deals with temporary assignments and upgrades;
- CONSIDERING**        the provisions of Article 62, which contains general compensation principles;
- CONSIDERING**        that the promotion standards defined in Article 62 are likely to complicate the issues associated with the replacement of specific functions within the SCRC unit (as it stood prior to the merger);
- CONSIDERING**        that both Parties wish to maintain enough availability to fulfill all current and future operational needs;
- CONSIDERING**        that the Parties firmly intend to enter into a new Collective Agreement.



**THE PARTIES AGREE AS FOLLOWS:**

- 1 . The recitals above form an integral part of this agreement;
- 2 . The Parties identified the following job titles: editorial secretary (national), assignments lead (national), editorial secretary (regional), and assignments lead (regional);
- 3 . Notwithstanding the provisions of subsection 62.5 of the Collective Agreement, the job titles listed in paragraph 2 above shall be governed by the following promotion and temporary upgrade principle: the Employee who must occupy a job title which is governed by a higher wage group defined in this Collective Agreement shall be paid the basic salary associated with the wage level that is the closest to their current salary if it was increased by two (2) levels;
- 4 . The provisions of this letter of agreement shall, retroactively from April 1<sup>st</sup>, 2020, apply to all Employees who have been upgraded or promoted to any of the job titles listed in paragraph 2 above.

# Letter of Agreement 18 – CREATING PERMANENT POSITIONS

## LETTER OF AGREEMENT

### BETWEEN

#### THE CANADIAN BROADCASTING CORPORATION

(hereinafter, the “Employer”)

### AND

#### SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE RADIO-CANADA

(hereinafter, the “Union”)

(both the parties above being referred to as the “Parties”)

#### **SUBJECT MATTER: Creating permanent positions**

**CONSIDERING** the negotiations the Parties have held in view of entering into a new Collective Agreement;

**CONSIDERING** that throughout the reference period that ran from April 1<sup>st</sup>, 2021 to March 31<sup>st</sup>, 2022, the ratio of regular hours worked by term Employees in relation to the total of regular hours worked by both term Employees and permanent Employees amounted to more or less thirty point nine percent (30.9%);

**CONSIDERING** that the Parties wish to bring the ratio in question down to twenty-five percent (25%);

**CONSIDERING** that the Parties firmly intend to enter into a new Collective Agreement.

#### **THE PARTIES AGREE AS FOLLOWS:**

1. The recitals above form an integral part of this agreement;
2. The Employer shall, during the reference period that will run from April 1<sup>st</sup>, 2022 to March 31<sup>st</sup>, 2023 and no later than in January 2023, create a hundred and twenty (120) permanent positions;
3. The permanent positions that might already have been created since April 1<sup>st</sup>, 2022 shall be deducted from the hundred and twenty (120) permanent positions the Employer must create hereunder;

- 4 . Positions that will be created in January 2023 will be granted to term Employees who have earned the most seniority under the relevant job title, management, and broadcast station – insofar as they possess the required skills and qualifications. Articles 23 (“Postings”) and 24 (“Recruiting”) shall apply to the other years covered by this agreement.
- 5 . Between the execution of the Collective Agreement and the end of December 2022, a Working Committee will be created and asked to provide senior management with recommendations as to the permanent positions to be created. The Parties may, for instance, review the regular hours worked by term Employees, identify the positions created since April 1<sup>st</sup>, 2022, and analyze any other data they deem useful.
- 6 . The Employer shall, with respect to the Working Committee discussed above, release (with pay) three (3) Union representatives in consideration for each day during which the Committee must meet, as well as for one (1) day of preparation for each and every day of meeting.
- 7 . During the reference periods that will run from April 1<sup>st</sup>, 2023 to March 30<sup>th</sup>, 2024 and from April 1<sup>st</sup>, 2024 to March 30<sup>th</sup>, 2025, the Employer shall maintain at 25% the ratio of regular hours worked by term Employees in relation to the total of regular hours worked by both term Employees and permanent Employees.
- 8 . The Working Committee shall, during the same reference periods, familiarize themselves with the ratio of regular hours worked by term Employees in relation to the total of regular hours worked by both term Employees and permanent Employees. If need be, the Working Committee shall provide senior management with recommendations on how to bring to twenty-five percent (25%) the ratio of regular hours worked by term Employees. The provisions of paragraph 6 above shall apply to any and all proceedings held by the Working Committee under this paragraph 8.

**Letter of Agreement 19 – INCREASE OF THE PREMIUM RESERVED FOR  
“STEADY CAM” OPERATORS**

**LETTER OF AGREEMENT**

**BETWEEN**

**THE CANADIAN BROADCASTING CORPORATION**

(hereinafter, the “Employer”)

**AND**

**SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE RADIO-CANADA**

(hereinafter, the “Union”)

(both the parties above being referred to as the “Parties”)

**SUBJECT MATTER: Increase of the premium reserved for “Steady Cam” operators**

**CONSIDERING** the “steady cam” premium (hereinafter, the “premium”) which, since October 2003, amounts to fifty dollars (50\$) for each day covered by an assignment;

**CONSIDERING** that operating a “steady cam” is a rather complex procedure that requires specific skills and qualifications;

**CONSIDERING** that very few Employees possess the skills and qualifications required by the operation of a “steady cam”.

**THE PARTIES AGREE AS FOLLOWS:**

- 1 . The recitals above form an integral part of this agreement;
- 2 . Upon signature and execution of this Collective Agreement, the premium will be increased to one hundred dollars (100\$) for each day spent operating a “steady cam”. A ten-dollar (10\$) bonus will be awarded for each hour spent working beyond a regular ten (10)-hour day,
- 3 . This agreement may not be renegotiated before the Collective Agreement comes to an end.