



Canadian Media Guild

La Guilde canadienne des médias

CWA Canada Local 30213 / Section locale 30213, SCA Canada



Canadian Media Guild and the Canadian Broadcasting Corporation

Final Agreed to Negotiations Package

2023-2024 Bargaining Year



Canadian Media Guild

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Table of Contents

MOA re: Wages, Action Items, Taxis and Union Leave etc.....	3
MOA re: Harassment, Violence, and Workplace Conflict.....	10
MOA re: Telework.....	23
MOA re: Dispute Resolution.....	33
MOA : Equity, Diversity and Inclusion.....	47
MOA re: Additional Remuneration (Article 53.6).....	68
MOA re: Freelancers.....	74
MOA re: Technology & Infrastructure.....	96
MOA re: Appendices and Letters of Agreement.....	104
MOA re: Temporary Employees.....	124
MOA re: Process Modernization.....	142
MOA re: MOA's on Auxiliary Agreements.....	148
MOA re: Artificial Intelligence.....	159
MOA re: Medical Travel Costs.....	161
MOA re: Hours Averaging.....	163
MOS re: Job Evaluation.....	166

**IN THE MATTER OF COLLECTIVE BARGAINING FOR A RENEWAL AGREEMENT,
APRIL 1, 2024 - MARCH 31, 2027**

MEMORANDUM OF SETTLEMENT

BETWEEN:

**Canadian Broadcasting Corporation
("CBC")**

- and -

The Canadian Media Guild

("CMG")

(Collectively the "Parties")

WHEREAS THE CBC AND CMG have worked collaboratively in order to renew their collective agreement, which expires on March 31, 2024;

NOW THEREFORE the undersigned representatives of the CBC and the CMG unanimously and irrevocably agree to recommend to their respective principals the terms of a renewal collective agreement for ratification, as outlined below:

- (1) The revised collective agreement shall be effective from April 1, 2024 to March 31, 2027.
- (2) The revised collective agreement shall include the provisions of the previous collective agreement which will expire March 31, 2024, as well as all items agreed between the Parties since negotiations commenced on October 16, 2023 as follows and as attached hereto:
 - MOA dated December 6, 2023 re: Harassment, Violence, and Workplace Conflict
 - MOA dated December 6, 2023 re: Telework
 - MOA dated December 7, 2023 re: Dispute Resolution
 - MOA dated January 17, 2024 re: Equity, Diversity and Inclusion
 - MOA dated January 19, 2024 re: Additional Remuneration (Article 53.6)
 - MOA dated February 1, 2024 re: Freelancers
 - MOA dated February 5, 2024 re: Technology & Infrastructure
 - MOA dated February 7, 2024 re: Appendices and Letters of Agreement
 - MOA dated February 7, 2024 re: Temporary Employees
 - MOA dated February 8, 2024 re: Process Modernization
 - MOA dated February 23, 2024 re: MOA's on Auxiliary Agreements

(3) The following adjustments to base salary have been negotiated in accordance with a wage reopener that was triggered pursuant to the Memorandum of Agreement dated February 15, 2019:

- Effective April 1, 2022: Additional 2.0%
- Effective April 1, 2023: Additional 2.0%

The following adjustments reflect increases to base salary according to the following schedule:

- Effective April 8, 2024: 2.0%
- Effective March 24, 2025: 1.5% (subject to a reopener on base salary in the event that the Treasury Board funding rate is greater than 1.5%)
- Effective April 6, 2026: 1.5% (subject to a reopener on base salary in the event that the Treasury Board funding rate is greater than 1.5%)

Active employees as of April 1, 2024 will be eligible for salary retroactivity. Employees who are no longer employed by the Corporation (including resignations, retirements, etc.) as of April 1, 2024 will not be eligible for salary retroactivity or salary increases.

(4) The following provisions apply to freelancers:

Freelance Contributors:

(a) With respect to the 2022-23 and 23-24 retroactive adjustments pursuant to the wage reopener in the Memorandum of Settlement dated Feb 15, 2019, retroactivity will be paid to Freelance Contributors who were paid minimum rates during those fiscal years.

(b) With respect to negotiated increases for the term of this collective agreement, minimum rates will be adjusted in accordance with the schedule described in paragraph 3 above for Freelance Contributors, except for Syndication, Text Contribution and Technical Freelancers. In the event of a wage reopener in 2025-26 and/or 2026-27, these rates will also be adjusted accordingly.

Technical Freelancers:

The Technical Freelancer rate shall be amended from \$280 to \$400.
For all other categories, status quo prevails.

(5) The parties have executed an MOA dated February 24, 2024 re: Artificial Intelligence, not to be attached to the collective agreement.

(6) Amend the taxi and parking rates in Article 43.10 as follows:

- Increase taxi rate from \$20.00 to \$25.00
- Increase parking rate from \$7.00 to \$10.00

- (7) Add Article 58.2.4 as follows:
The Corporation agrees to abide by the rest period provisions of the Canada Labour Code.
- (8) Add the following as Article 10.5:
Article 10 stays in effect until a Pay Equity Committee including at least one CMG bargaining unit member is established under the federal Pay Equity Act.
- (9) Amend Article 23 (Union Leave) of the CBC/CMG collective agreement as follows:

*23.1 Employees, with the exception of employees covered in Article 24 (Leave of Absence for Union Work), shall be granted leave without pay to attend executive committee meetings, labour conventions, and other legitimate Union activities. A request for such leave shall be received in writing or electronically by the appropriate **Corporation** representative. **The union will make the request at least twelve (12) business days in advance, unless such time limit is mutually waived by the Parties. In situations where urgent union leave is required, the request will be marked as priority by the CMG office, and management will not unreasonably deny it based on not meeting the twelve (12) day notice. For any union request for thirty (30) members and above for one event, including labour conventions, the Union shall make the request at least forty-five (45) calendar days in advance.** The Corporation reserves the right to limit the number of employees granted such leave in order to meet its operational requirements. **Such leave will not be unreasonably withheld and will take into account when committees need to reschedule meetings by mutual consent. A response to the requests will be given as soon as practicable.***

Note: National Convention, Presidents Council, and National Committees requests for leave due to emergency replacements shall be given no later than ten (10) business days in advance.

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

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

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

*23.3 The release notice for negotiations and a national joint committee meeting shall be submitted to the appropriate **Corporation** representative at least ten (10) business days in*

advance, unless otherwise mutually agreed. A request for release for negotiations, Dispute Resolution or other local meetings, and national joint committee meetings will, where possible, be submitted by the Union at the time the meeting is scheduled.

(10) Amend Article 27.5.11 (Temporary Employees) of the collective agreement as follows:

Temporary employees who work fifty percent (50%) of their straight full-time hours or more per week in any position for thirteen (13) consecutive weeks will:

- a. Subject to any restrictions contained in various benefit plans, the Collective Agreement or legislation, enjoy the benefit plans related to this Collective Agreement. Benefits will commence no later than four (4) weeks following the qualification period and will be active for two (2) bi-weekly pay periods. Employees will be notified **in writing** when benefits will commence. Salary-based benefits will be based on a fixed amount;*
- b. Benefits will continue as long as the employee works fifty percent (50%) or more of their straight full-time hours, ~~in~~ **over** the prior two (2) pay periods, provided that time cards are submitted on time. In the event that time cards are submitted late resulting in loss of benefits eligibility in the following pay period, benefits eligibility will be reinstated provided that the time cards are submitted no later than the next two (2) pay periods. The appropriate pay revisions would be applied.*
- c. Not be required to re-qualify for the benefits plans if they are reengaged in a CMG position within a thirteen (13) week period following their previous engagement, subject to the provisions of the plan. For clarity, any CMG employee with benefits will not need to re-qualify if they are engaged within the following thirteen (13) weeks provided they work a minimum of fifty percent (50%) of their straight full-time hours **over** the next two (2) bi-weekly pay periods upon their return. Benefits will continue thereafter for two (2) bi-weekly pay periods in which they have worked a minimum of fifty percent (50%) of their straight full-time hours ~~in~~ **over** the prior two (2) pay periods. Paid and unpaid authorized absences and statutory holidays will be included in the hours required for qualification and maintaining benefits;*
- d. Since these employees will be deemed to have continuous service of thirteen (13) weeks for benefits purposes, the STD entitlement is ten (10) days at 100% and seventy-five (75) days at 66 2/3%, at the salary of the last position occupied by the employee before proceeding on sick leave during the period they had been assigned to work.*
- e. Employees who do not qualify for benefits will receive an amount equal to twelve-and-a-half percent (12.5%) of their salary in accordance with Article 27.5.9. Employees who qualify for benefits will receive an amount in lieu of pension equivalent to the Corporation's current service cost contributions to the pension plan.*

All authorized absences (paid or unpaid) will be included as part of the qualification period except that, in the initial 13-week qualification period, Annual Leave will only be included as part

of the qualification if it has been applied for and authorized prior to the commencement of the qualification period.

- (11) Replace "\$25" with "\$30" in Article 82.5.
- (12) Replace "home telephone numbers" with "personal phone numbers" in Article 20.4.
- (13) Replace Adrem spelling with adrem throughout the collective agreement.
- (14) The parties have agreed to the following Action Items:
 - (a) Dispute Resolution:
 - (i) A joint email sent out via CBC HR Directors to line managers on new grievance procedure. CMG agrees to post joint message regarding the grievance procedure on CMG.ca;
 - (ii) A jointly developed flowchart of grievance process, including entry point of any type of dispute.
 - (b) EDI
 - (i) Collective agreement language change - "Canadians" changed to "People living in Canada", where applicable
 - (ii) Collective agreement language change - "Visible Minorities" changed to "Racialized People", where applicable
 - (iii) Collective agreement language change - "Personnes handicapées" changed to "Personnes en situation de handicap", where applicable
 - (iv) Collective agreement language change - "he/she, him/her, she/he, her/him, his/hers, hers/his" changed to "they/them, their/theirs", where applicable.
 - (v) Add a space to create a new paragraph at the end of Articles 1.1
 - (vi) The Corporation shall explore converting the Employee Self-Identification Form into more plain language text
 - (vii) Simple, updated post about Blanket Exercise on iO
 - (viii) Local Joint Committee discussions to be considered with an EDI lens
 - (c) Temporary Employees:
 - (i) Input contract conversion language (27.6.3) within the standard contract template
 - (ii) Establish the National Joint Temporary Committee
 - (d) Disability Management:
 - (i) Communication roll out for education and awareness for employees, managers, Human Resource Business Partners and union representatives, as applicable, on the following topics:

- (1) Cover page for the Medical Absence Report (MAR) including information on steps to follow when ill, what the employee and doctor will need to complete in the MAR, reminder about confidentiality of medical information, reminder about services of third party administrator, and that an intake call will be part of all sick leave requests. Once complete, the cover page will be available in English, French, and Inuktitut.
 - (2) Create documentation and videos that include step-by-step guides to support employees through the process.
 - (3) On the Sick Leave process page on iO, translate this page to Inuktitut and include a link to the Virtual health care provider ("Maple"). Include information about Maple in Disability Management (DM) communications and explain how Maple can be helpful for certain absences.
 - (4) Include links to well-being offerings in DM communications.
 - (5) Review the "9 day letter" template from HR/Managers to employees to ensure consistency and plain language.
 - (6) Provide managers with templates on what to communicate to employees when they go on sick leave.
 - (7) Ensure communications are clear on eligibility for CBC/Radio-Canada sick leave vs other types of leave (ie: *Canada Labour Code* (CLC) leave).
 - (8) Educational/awareness material will be shared with CMG, with the aim of making it available to CMG employees on the union's website.
- (ii) Education and awareness for new third party DM provider and its case managers, on the following topics:
- (1) Awareness of mental health impacts on employees when on disability.
 - (2) Awareness of clauses in the collective agreement applicable to DM, and the involvement of union representatives, as required and upon employee consent.
- (iii) These DM action items will be completed by December 31, 2024. If this deadline cannot be met, the parties will meet to discuss and agree another date.

(e) Miscellaneous/Housekeeping

- (i) The CMG will complete a survey of small locations with no management by September 2024 in order to determine any gaps in the following categories:

-Infrastructure – Maintenance/Health and Safety

-Support – List of support contacts specific to the location

-Predictable schedule of management site visits

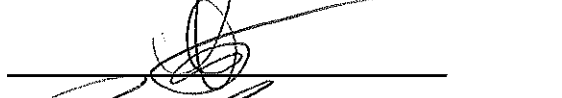
The CMG will provide the results to local and regional joint committees to resolve any issues arising from the survey.

(ii) Delete LOA entitled "Indigenous Employee Wellness" (redundant)

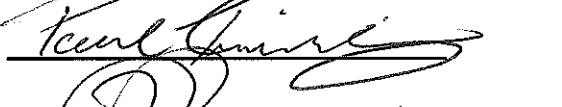
The Parties indicate agreement with this Memorandum of Agreement and have signed this Agreement in Toronto on this 24th day of February, 2024.

SIGNED AT PORT CREDIT, ONTARIO THIS 24th DAY OF FEBRUARY, 2024

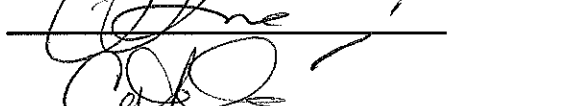
FOR CBC/Radio-Canada



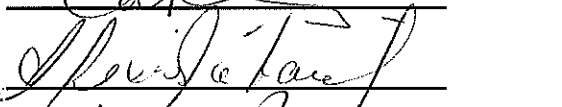
Kent Chiu



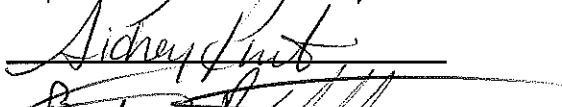
Dine



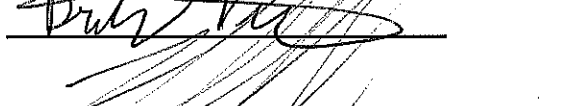
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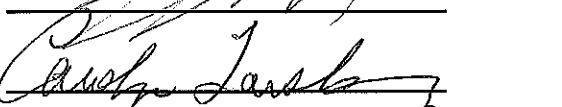
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Sidney



Bruce




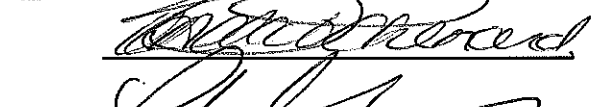
Cathy

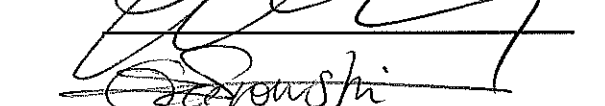


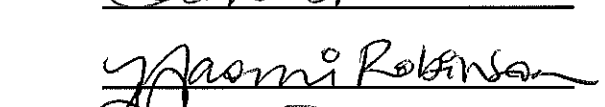
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FOR CMG

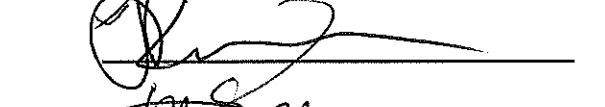


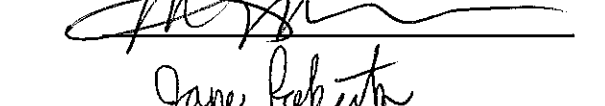




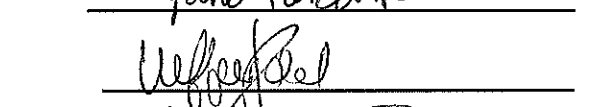


Yasmi Robinson

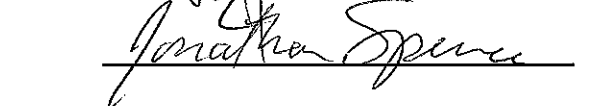




Jane Roberts

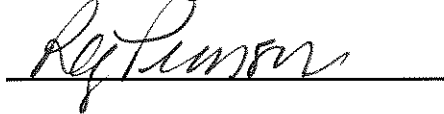


Wesley



Jonathan Spence

Mediator: Reg Pearson



Memorandum of Agreement
Between:
Canadian Broadcasting Corporation
("CBC")
-and-
The Canadian Media Guild
("CMG")
(Collectively the "Parties")

The Parties have discussed the following collective agreement language regarding Harassment, Violence, and Workplace Conflict:

Article 7 Harassment **and Violence**

Article 8 **Workplace Conflict** Respect in the Workplace

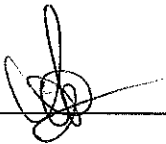
Article 11 Discipline

The Parties have agreed to the collective agreement revisions attached hereto as Appendix "A".

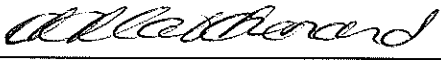
The Parties agree that nothing is agreed until everything is agreed, therefore this MOA is an agreement in principle only.

Signed at Port Credit, Ontario
December 6, 2023

For the CBC:



For the CMG:



Mediator:



7 HARASSMENT AND VIOLENCE

7.1

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

7.2

Harassment and violence will have the same meaning as defined in the **Canada Labour Code** ~~Canadian Human Rights Act~~ and as applied in the context of the **Canadian Human Rights Act** ~~Canada Labour Code~~. For clarity, **harassment and violence means any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment.** ~~includes engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome.~~

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

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

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

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

7.3

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



duplicate
↓
Dec 6 2023

7.4

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

7.5

When a complaint is filed alleging harassment **and/or violence**, the Corporation will ~~immediately investigate~~ **expeditiously address** ~~to resolve~~ the issue and to protect the rights and well-being of all the parties involved. The complaint will be dealt with in accordance with the Corporation's Policy on Harassment and Violence (**currently SEC-4 Prevention of Workplace Harassment and Violence**), which will be deemed amended in the event of a substantive change to the legislation. ~~It is agreed that the procedures set out in the Policy will not be changed during the life of this Collective Agreement.~~

7.6

(a) The principal party, as defined by the federal *Work Place Harassment and Violence Regulations*, may choose one of the following options:

- (i) a negotiated resolution (which may include, but is not limited to, facilitated conversations); or
- (ii) a conciliation (i.e., formal mediation); or
- (iii) an investigation, in which case the Corporation will assign a qualified investigator, as defined in the *Regulations*, from the jointly developed list of investigators. At any point during the investigation, the principal party may elect to pause or end the investigation and proceed by way of option (i) or (ii).

If a resolution is either negotiated or reached through conciliation, the terms of any resulting agreement will be kept confidential, except in order to implement it, and will not be placed in the employee file. The principal party and the responding party will confirm in writing that the process is completed and that they are satisfied with the resolution.

7.7

If the allegations of harassment and/or violence are substantiated, the investigator's recommendations will be reviewed at the local workplace health and safety committee, and any jointly agreed recommendations will be implemented. Furthermore, the Corporation may also take corrective or disciplinary measures.

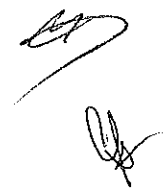
7.8

No employee risks reprisals as a result of filing a complaint in good faith, or being a party to the investigation of a complaint. In cases where it is determined that a malicious complaint was filed, Human Resources representatives will make recommendations for remedial action, which could include various forms of apology or the full range of disciplinary action.

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7.9

Each employee **will be advised of their** ~~has the~~ right to have a Union representative **as their support person** present throughout this process.

Handwritten signature consisting of two distinct scribbles, one above the other, in the bottom right corner of the page.

8 WORKPLACE CONFLICT ~~RESPECT IN THE WORKPLACE~~

8.1

The Corporation and the Union recognize the dignity and worth of every individual and are committed to a climate of understanding and mutual respect in the workplace. **The Parties agree that the best workplace conflict resolutions are achieved early, informally, and with the full participation of those involved, insofar as the nature of those conflicts may make that possible.**

8.2

This Article does not apply to allegations of harassment and/or violence, which will be dealt with in accordance with Article 7. This article addresses the process with respect to potential violations of CBC's Code of Conduct.

8.3

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

Improper comments, conduct, actions or gestures:

~~a. include profanity and abusive language; verbal and physical threats or assault; intimidation; taunting or ostracizing; rude or inappropriate jokes or innuendo; overly aggressive, embarrassing, humiliating or demeaning behaviour; and malicious gestures or actions;~~

~~ab. must not be a trivial occurrence that could reasonably be expected to take place in a work environment; and~~

~~bc. do not include the good faith exercise of supervisory or management duties or responsibilities and/or do not serve any other legitimate workplace purpose.~~

~~8.3~~

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

~~8.4~~

~~Complaints regarding respect in the workplace shall be treated seriously and in strict confidence.~~

8.4 Each employee **will be advised of their** ~~has the~~ right to have a Union representative present throughout this process.

8.5 The following options are available to employees to address workplace conflict:

- (1) Where possible, an employee who believes this Article is being violated should attempt to resolve the matter by discussing objectionable behaviour with the alleged offender and making it clear that the behaviour is unwelcome.
- (2) If the ~~matter problem~~ is not resolved as a result of this discussion, **or if the employee is not comfortable raising it with the alleged offender, they are encouraged to an** ~~employee who believes that this Article is being violated should~~ discuss the matter with **their** ~~his/her~~ immediate manager as soon as possible ~~after the alleged violation(s)~~. If the ~~matter issue~~ relates to **the immediate manager's behaviour** ~~behaviour of the immediate manager~~, **it should be discussed by** the employee ~~should discuss the matter~~ with the next higher level of management.
- (3) The manager, **and/or a representative of Human Resources**, together with the employee ~~and a representative of Human Resources~~, will **then** develop a plan of action to ~~address the concern review the alleged violation and resolve the issue~~ in as timely a manner ~~as possible if a problem is found to exist~~. **This could include a facilitated conversation and/or mediation.**

8.7-6 Mediation

~~8.9 Mediated Resolution~~

The Human Resources representative is empowered to work with the parties ~~in conflict to the complaint~~ to effect a mediated resolution **at any time**, if the **parties involved complainant and person(s) complained of** are agreeable to mediation. **If an agreement is reached, its terms will be kept confidential, except in order to implement it, and will not be placed in the employee file. The parties will confirm in writing that the process is completed and that they are satisfied with the resolution.** ~~If the Human Resources representative resolves the complaint through mediation, they will file a report with the most senior officer at the location and the file will be closed.¶~~

~~8.7 Formal Complaints¶~~

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

~~¶~~

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

~~¶~~

~~8.8 Investigation¶~~

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

~~¶~~

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

~~¶~~

~~8.8.2~~

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

~~¶~~

~~8.8.3~~

~~The Human Resources representative is empowered to make one of three possible determinations, namely:~~

~~• Whether improper conduct, as defined in 8.2 of this Article, occurred;~~

~~• Whether improper conduct did not occur; or~~

~~• That improper conduct did not occur and an unfounded or malicious complaint was filed.~~

~~¶~~

~~8.8.4~~

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

~~¶~~

~~¶~~

~~8.8.10-7 Remedial Action~~

~~In cases where improper conduct is found to have occurred, Human Resources representatives will make recommendations for remedial action. Recommendations will be directed to a senior manager who is in a position to implement them. Remedial action could include training or **coaching counselling** for either or both of the parties, adjustments to the work environment, various forms of apology, transfer of the person complained of if improper conduct has been found to have occurred, or the full range of disciplinary action under the terms of this Collective Agreement. ~~T~~~~A~~ ~~t~~ ~~h~~ ~~e~~ ~~r~~ ~~e~~ ~~q~~ ~~u~~ ~~e~~ ~~s~~ ~~t~~ ~~o~~ ~~f~~ ~~t~~ ~~h~~ ~~e~~ ~~c~~ ~~o~~ ~~m~~ ~~p~~ ~~l~~ ~~a~~ ~~i~~ ~~n~~ ~~a~~ ~~n~~ ~~t~~ ~~,~~ ~~h~~ ~~e~~ ~~r~~ ~~s~~ ~~h~~ ~~e~~ ~~m~~ ~~a~~ ~~y~~ ~~a~~ ~~l~~ ~~s~~ ~~o~~ ~~r~~ ~~r~~ ~~e~~ ~~q~~ ~~u~~ ~~e~~ ~~s~~ ~~t~~ ~~t~~ ~~o~~ ~~b~~ ~~e~~ ~~t~~ ~~r~~ ~~a~~ ~~n~~ ~~s~~ ~~f~~ ~~e~~ ~~r~~ ~~r~~ ~~e~~ ~~d~~ ~~t~~ ~~o~~ ~~a~~ ~~d~~ ~~i~~ ~~f~~ ~~f~~ ~~e~~ ~~r~~ ~~e~~ ~~n~~ ~~t~~ ~~.~~~~

~~Management will abide by the determination of fact by the Human Resources representative as to what did or did not occur. Where remedial action is recommended, it will be **initiated** implemented within fifteen (15) business days **of the recommendation being made**, of the receipt of the Human Resources representative's report. Longer term initiatives, such as ~~it~~ ~~being understood that~~ the development and implementation of training activities, may **take time to carry out** not be completed within this time frame, but the work must have been initiated.~~



Management, in exercising its responsibilities, may choose to vary the recommended remedial action for legitimate reasons. This is acceptable provided the desired result can be achieved.

In cases where **it is determined that** ~~an unfounded or~~ malicious complaint was filed, Human Resources representatives will make recommendations for remedial action. **This Remedial action** could include various forms of apology or the full range of disciplinary action.

8.98

Nothing herein precludes the Corporation from investigating an alleged breach of the Code of Conduct in accordance with Article 11 and determining the appropriate remedial action, if any.

11 DISCIPLINE

11.1

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

11.1.1

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

11.2

The following outlines the process that must be followed when the Corporation decides to **investigate a matter which may result in discipline.** ~~discipline is to be imposed.~~

11.2.1

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

11.2.2

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

11.2.3

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

11.2.4

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



11.2.5

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

11.2.665(a)

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

11.3

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

11.4

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

11.5

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

11.6

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

11.7


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

11.8

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

11.8.1

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

A handwritten signature consisting of a stylized, cursive script, possibly initials or a name, located in the bottom right corner of the page.

Memorandum of Agreement
Between:
Canadian Broadcasting Corporation
("CBC")
-and-
The Canadian Media Guild
("CMG")
(Collectively the "Parties")

The Parties have discussed the following collective agreement language regarding Telework:

Article 16.9 Telework Dispute Resolution Process

Article 36.2 Posting of Vacancies

Article 62.1 Alternative Work Arrangements

Article 62.4 **Telework** ~~Work at Home~~

The Parties have agreed to the collective agreement revisions attached hereto as Appendix "A".

The Parties agree that nothing is agreed until everything is agreed, therefore this MOA is an agreement in principle only.

Signed at Port Credit, Ontario
December 6, 2023

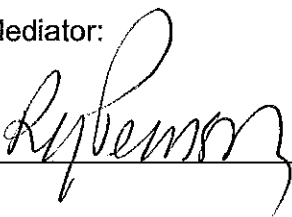
For the CBC:



For the CMG:



Mediator:



16.9 Telework Dispute Resolution Process

From time to time, disputes may arise when Telework requests under Article 62.4 are denied.

Where an employee or group of employees asserts that the Corporation, in denying their Telework request, exercised its discretion in a manner that is inconsistent with the provisions of the collective agreement and/or the Corporation's policies and guidelines on teleworking, the employee(s) will meet with their manager and, if they wish, a union representative, within three (3) business days of the denial. Every effort will be made to resolve the dispute locally.

If the matter remains unresolved, the employee(s) may initiate the Telework Dispute Resolution Process by providing notice of the dispute, in writing, to:

- their manager;
- a local human resources representative; and,
- a national union representative

within five (5) business days of the meeting described above.

Telework Appeal Panel

If there is no resolution at the local level within fifteen (15) business days of the employee(s) filing the written dispute, the national union representative will refer the dispute to a three-person Telework Appeal Panel (the "Panel") composed of:

- a Union Staff Representative;
- a representative determined by the Corporation; and,
- a third-party neutral agreed to by the Corporation and the Union.

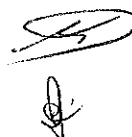
The members of the Panel will be different from those who directly handled the file at earlier stages of the process. The Panel will convene within twenty (20) business days of the referral to the Panel unless otherwise agreed.

The employee(s), and the manager who denied the employee's Telework request, will provide brief written submissions regarding relevant facts, which shall not exceed one (1) page. All other aspects of the process will be determined by the Panel.

The Panel's scope is limited to deciding, based on the information before it, whether the Telework denial is inconsistent with the provisions of the collective agreement. Its decision, with brief written reasons, will be delivered to the manager and the employee(s) within fifteen (15) business days of the hearing unless otherwise agreed. The Panel's decision shall be final and binding and will have no precedential value.

If the Panel upholds the Telework denial, the dispute will be closed. No recourse to the grievance procedure nor arbitration is available and the Panel's decision shall not be subject to judicial review.

If the Panel overturns the Telework denial, the Panel will render a full decision and direct CBC/RC on the remedy after hearing submissions from the Employer and the employee(s). Its decision, with brief written reasons, will be delivered to the manager and



the employee(s) within fifteen (15) business days of the hearing unless otherwise agreed. Its decision will be final and binding and be without precedential value.

In certain cases, the Panel may decide that a hearing is not appropriate and the issues raised in the dispute are such that the matter would be appropriately dealt with at arbitration, in which case the dispute may be directly referred to arbitration by either party following notice to the employee(s) and their next level manager.

Note: This article is in force only for the duration of one collective agreement. It must be re-negotiated during the next round.

Dec 6 2023



36.2

All job postings will contain the following information: the Statement of Qualifications (Appendix XXE), classification, status of employment, salary band, location, affiliation, expiry date, **whether the assignment may be telework-eligible at the time of the posting**, and whether future mobility may be required as a condition of employment.

A handwritten signature or set of initials, possibly 'P' or 'R', located in the lower right quadrant of the page.

62 ALTERNATE WORK ARRANGEMENTS

Alternate Work Arrangements

62.1

The Parties recognize the intent of Alternate Work Arrangements is to improve work-life balance for employees. Alternate Work Arrangements may also be of benefit to the Corporation.

Furthermore, Alternate Work Arrangements can be a useful tool to increase the diversity of the Corporation's workforce by supporting a culture of inclusion. The Parties agree employees should have access to a variety of Alternate Work Arrangements; however, no employee will be obliged to accept such an arrangement (except where there is a compressed work week and a majority of the affected employees have agreed to the compressed work week arrangement).

62.1.1

Requests for Alternate Work Arrangements can be initiated in writing by either the employee or by management. The Corporation will make serious efforts to accommodate an employee's request for an Alternate Work Arrangement, **considering each request on a case-by-case basis.** Final approval of such arrangements is subject to operational requirements and the Corporation's discretion. **If denied, the** An employee whose request is denied, **and the Union** will receive the reasons for the denial in writing.

62.1.2

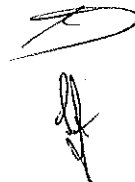
All details of an Alternate Work Arrangement will be committed to in writing and signed by the employee and employer prior to the commencement of the Alternate Work Arrangement. **Those details will include start and end dates of the arrangement and the employee's corporate email address.**

If the cancellation or significant modification of an Alternate Work Arrangement is contemplated by either a manager or an employee, they must first discuss the situation.

Cancellation or modifications of such arrangements will be subject to operational requirements. However, serious efforts will be made to maintain the Alternate Work Arrangement prior to notice of cancellation being provided.

Cancellation of an Alternate Work Arrangement may occur with a minimum of sixty (60) days' written notice from either the employer or the employee (or a majority of the employees where there is a compressed work week schedule for a group of employees) except where otherwise specified in this Article.

The Union must be notified in writing of all Alternate Work Arrangements and any cancellations or significant modifications of such agreements, **including applicable reasons.**



62.1.3

It is understood that any Alternate Work Arrangement agreed to by an employee and **their** ~~higher~~ manager will only be applicable to the employee's assignment at the time the arrangement is approved. Such arrangements are not automatically transferable in the event the employee changes **their** ~~higher~~ assignment;; however, a continuation may be discussed.

It is also understood any Alternate Work Arrangement should avoid incurring extra cost or penalties to the Corporation. It is further understood that there shall be no pyramiding of any premiums or benefits to any employee under such an arrangement.

62.1.4

All provisions of the Collective Agreement apply to employees with Alternate Work Arrangements except where otherwise set out in this Article.

62.1.5

Alternate Work Arrangements may include any of the following:

~~Work at Home~~ Telework

62.4

An employee may work **from a location other than a CBC station or bureau, including at home** either at the request of the employee or the Corporation **in accordance with the Corporate Policy and related guidelines on teleworking, as they may be amended from time to time.**

62.4.1

~~A work at home~~ **Such a telework** arrangement may consist of either full-time **telework at home** or a combination of **telework at home** and work in the employee's reporting location.

62.4.2

With approval, employees may be permitted to work from home or remotely, without a formal teleworking agreement, on an occasional, ad hoc basis, while providing notice appropriate to the circumstances.

62.4.3~~2~~

Where **an employee teleworks** ~~the work at home arrangement is~~ at the Corporation's request, the Corporation shall provide equipment and services necessary for the employee to perform **telework at home**. The employee shall exercise reasonable care in the security of such equipment. The Corporation will be responsible for the insurance of such equipment.

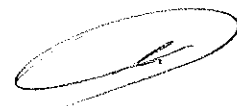
Where **an employee teleworks** ~~the work at home arrangement is~~ at their **own** employee's request, the employee and employer shall meet to determine what equipment **is required, and services are available and appropriate for the employee to perform work at home.** ~~The employer is not obliged to incur any duplication of costs but may provide equipment and services in accommodating the employee.~~ **Such an arrangement shall not result in any additional expenses to the Corporation.**

62.4.4~~3~~

Where the Corporation requests a **telework** ~~work at home~~ arrangement, the employee will be provided with a monthly allowance to compensate for expenses related to **that arrangement working at home**. Such allowance will be reviewed after an initial three (3) month period to ensure it is appropriate.

62.4.5~~4~~

The Corporation shall provide to the Union **individual telework** ~~a copy of any work at home~~ agreements, **which** including the phone number and corporate e-mail address of the **teleworking** employee ~~working at home~~, **and the number of days per week/month to be teleworked.**



62.4.6 5

Employees **with a telework agreement at the request of the Corporation** shall be granted travel time with pay to attend **in-person** Union membership meetings or ratification votes in their **reporting** location when such activities are scheduled during their shift. This will not result in overtime.

62.4.7 6

~~Anytime an employee has reasonable grounds to request an end to the~~ **A telework agreement at home arrangement with** ~~may be ended with less than the minimum sixty (60) day cancellation notice period pursuant to Article 62.1.2, as long as the employee and their manager mutually agree in writing, subject to review by the Union. the Corporation will make a serious attempt to accommodate such a request, subject to operational requirements.~~ **may be ended with less than the minimum sixty (60) day cancellation notice period pursuant to Article 62.1.2, as long as the employee and their manager mutually agree in writing, subject to review by the Union.** ~~the Corporation will make a serious attempt to accommodate such a request, subject to operational requirements.~~

62.4.8

Employees with telework agreements may be required to be present at their reporting location for:

- a. Last-minute changes such as emergencies, breaking news, and critical staffing levels affecting business continuity;**
- b. Planned events and programming, such as elections, special broadcasts, and planned maintenance with sufficient notice;**
- c. In-person meetings, with sufficient notice; and,**
- d. In-person training, with sufficient notice.**

62.4.9

Any **individual teleworking agreement** ~~work-at-home arrangement~~ will be reviewed at least once a year.

62.4.10 7

Any employee with a **telework agreement** ~~work-at-home arrangement~~ will be deemed to be working from the location to which they ~~employee~~ reports.

62.4.11 8

Employees shall have the right ~~to~~ of Union assistance in negotiating the terms and conditions of any **telework** ~~work-at-home~~ agreement.

62.4.12

The Corporation will share with the National Union in a timely manner any new or updated telework Policy and guidelines, whether at a corporate, departmental or other level.

62.4.13

Any disputes relating to telework will follow the dispute resolution process outlined in Article 16.9.

62.4.14

Implementation of telework must take into account specific local, regional, and departmental needs of each CBC/Radio-Canada workplace, and must ensure that the Corporation maintains a presence and visibility within each community it serves.

A handwritten signature consisting of a large, stylized loop above a horizontal line, with the initials 'JF' written below it.

Memorandum of Agreement

Between:

**Canadian Broadcasting Corporation/Radio-Canada
("CBC")**

-and-

**Canadian Media Guild
("CMG")**

(Collectively the "Parties")

The Parties have discussed the following collective agreement language regarding dispute resolution:

Article 16 Dispute Resolution and Grievance Procedure

Article 25 Labour Relations Education

The Parties have agreed to the collective agreement revisions attached hereto as Appendix "A".

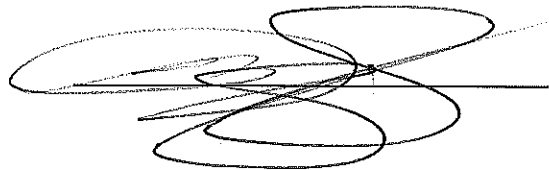
The Parties agree that nothing is agreed until everything is agreed, therefore this MOA is an agreement in principle only.

Signed at Port Credit, Ontario, December 7, 2023

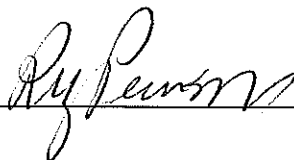
For the CBC:



For the CMG:



Mediator:



APPENDIX "A"

UNION / MANAGEMENT RELATIONS

16 DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

16.1 Purpose

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

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

The Parties further agree that it is in their mutual interest to settle grievances at the local level, **as early and as quickly as possible, seeking out creative and culturally appropriate solutions whenever possible**.

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

[Language regarding Grievance Procedure Arbitrator has been moved to Art. 16.8]

16.2 Complaint Stage: **Local and Early Resolution**

Employees are encouraged to speak to their immediate manager to resolve disputes as quickly and amicably as possible.

If an employee or a group of employees has a complaint arising out of the application, interpretation or alleged violation of the Collective Agreement, the employee or group of employees must, before filing a grievance, discuss the complaint with the ~~supervisor/~~manager, or, if necessary, the appropriate Human Resources representative.

~~At the request of either Party,~~ **If a further meeting is required, or if the employee cannot resolve the dispute amicably with their immediate manager, then a Union representative will schedule the meeting with Human Resources and declare that it is a 16.2 meeting. This Union representative will attend any further discussions with respect to this complaint, which may be in attendance at such a discussion or discussions. Any such complaint may be subject to consideration and adjustment, as provided in this Article on the Dispute Resolution and Grievance Procedure. Where the complaint conversation took place with the supervisor of the employee(s) and was not resolved, the employee(s) must discuss the Complaint with their manager before filing a grievance.**

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



The supervisor/manager and the employee(s) shall make a sincere and genuine effort to resolve the complaint prior to a grievance being filed. Unless otherwise agreed, the Parties have twenty (20) business days, from the date of the **16.2 declaration date** ~~the complaint is lodged~~, to resolve it. If no resolution is achieved, **Human Resources** ~~the supervisor/manager~~ must communicate their decision to the employee and the local Union, in writing, within the above-noted time frame.

16.3 ~~Informal~~ **Alternative** Dispute Resolution

At any point during the complaint stage or the grievance process, the Parties may attempt to resolve the dispute through any mutually agreed-upon means, including informal dispute resolution meetings and/or ~~without prejudice~~ mediation. Informal dispute resolution meetings are to provide the Parties a further opportunity to actively work on a satisfactory resolution to a dispute. **Any settlement reached will be on a without prejudice or precedent basis, unless otherwise agreed in writing.**

~~In each case, the Parties may implement their own process and may, for example, choose to involve an internal mediator or facilitator.¶~~

¶

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

Should a settlement not be attainable through **these means, any discussions or attempts to settle shall not be used in arbitration and informal dispute resolution** the process will not prejudice either Party's right to pursue the ~~such~~ grievance(s) at arbitration. Any mediator or other third party will be selected by mutual agreement and the Parties will equally share the cost.

16.4 **Grievance Procedure:** Step One

If the dispute is not resolved at the **Article 16.2** complaint stage ~~described above~~, a grievance may be filed within ten (10) business days from the date **that the Article 16.2 outcome was communicated in writing by the HR representative. Furthermore, if Human Resources does not provide their written response to the 16.2 meeting within this time, the Union may file the grievance.** ~~the dispute was unsuccessfully dealt with at the complaint stage.~~ The grievance must be filed in writing in the form prescribed at Appendix ~~7~~ **9** to this Agreement and must be submitted to the employee's ~~immediate~~ manager, copying the Local Grievance Committee Co-Chairs. The grievance form must provide sufficient particulars, including article violations alleged and the particulars of the violation(s), to allow the responding Party to fully understand the allegations against it.

The Parties ~~will attempt, and~~ have the full authority to settle grievances at the ~~the~~ **any** local level. ~~However, Settlements reached at the local level will be made without prejudice or precedent and will not be referred to or imposed by either Party to this Agreement unless the national representatives for the Corporation and the Union jointly agree otherwise~~ **in writing.**

The national representatives **of the Parties** may review local level settlements and, where the settlement is deemed to be in violation of the Agreement or the *Canada Labour Code*, ~~ask the local grievance committee to~~ **the National Grievance Committee will have the authority to** resolve such a violation.

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

Upon notification to the Industrial Relations department, National Union representatives may attend local meetings. ~~The~~ **An** Industrial Relations Officer may also attend. Further, by mutual agreement of the Local Co-Chairs, the manager and/or the grievor(s) **and/or subject matter expert(s)** involved in the particular grievance may attend. The Local Co-Chairs will set agenda items five (5) business days in advance, **along with any requests for information.**

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

At the local meeting, the Parties will exchange relevant information relating to the issue(s) in dispute and will make a sincere effort to resolve the dispute. **Decisions of each party made during the local meeting will be communicated to the other party in writing within ten (10) business days.**

Based on their discussions at the local level meeting, and as soon as is practicable following the meeting, the Parties will jointly prepare a Summary and Status Form for each grievance (in the manner prescribed at Appendix ~~?~~ **P**). A copy of each Summary and Status Form will be forwarded to the Industrial Relations Officer and the National Union representative, at the time the grievance is referred to the national level. The Parties agree that the Summary and Status Form is without prejudice; neither Party can rely upon the Form or its content in any arbitration or any other legal proceeding.

16.5 **Grievance Procedure:** Step Two

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In the event the grievance is not settled at Step 1, it shall be referred to the national level within ten (10) business days of the last day it was discussed at the local grievance meeting, unless otherwise mutually agreed. Agenda items **and requests for information** ~~for discussion at the national level shall be exchanged ten (10) business days in advance of the scheduled meeting, unless otherwise agreed. By mutual agreement, other agenda items can be added which were not included in the ten (10) day time frame.~~

There will be a regular schedule for national grievance meetings. Such meetings will be held **for two (2) full consecutive days quarterly, and will be scheduled no later than January 31 in each year unless otherwise mutually agreed.** ~~on the second (2nd) Tuesday, Wednesday and Thursday of the following months: February, April, June, September and November. By mutual agreement, additional meetings may be held or a scheduled meeting may be cancelled or rescheduled.~~ **There will be at least one full day "touch-point" meeting between scheduled National Grievance Committee Meetings with a maximum of three (3) Committee members per side.**

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

It is understood that the ~~joint~~ National Grievance Committee has the full authority to resolve the issues in dispute. Settlements will be imposed in the location where the grievance arose and will be binding on all concerned. **However, all settlements are without prejudice to any position the parties may take in any other matter, unless otherwise agreed.**

The National Union grievance committee shall consist of up to five (5) persons. Such persons shall be released from duty with no loss of pay or leave credits to attend such meetings. The Union shall request a release of such persons at least ~~four (4)~~ **ten (10)** business days in advance of the posting date for the week in question. ~~through the Industrial Relations department.~~

16.6 Union or Corporation Grievance

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

16.7 Grievance Procedure: Step Three - Arbitration



The National Grievance Committee will leave a grievance pending for discussion only where both Parties agree that a resolution may be possible through further discussion.

If, following the first National Grievance Meeting, either party does not believe that the matter can be settled or closed, that party must inform the other, ~~a dispute addressed under this grievance procedure is not settled on final discussion at the national level, either Party must inform the other Party, at a National Grievance Committee meeting or~~ in writing, of its desire to have the issue(s) resolved ~~referred to~~ by arbitration. **The written referral to arbitration must be submitted within ten (10) business days of the National Grievance Committee meeting.**

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

16.7.1 List and Jurisdiction of Arbitrators

By mutual agreement, the Parties will compile a list of **seventeen (17) arbitrators** ~~fifteen (15) arbitrators~~, nine (9) of whom shall be based in Toronto **and at least two (2) of the seventeen (17) of whom shall be bilingual.** When a grievance is referred to arbitration, the next arbitrator in the rotation who is available to hear the case within the relevant time frame (as defined below) shall be assigned the case and the hearing scheduled within the relevant time frame.

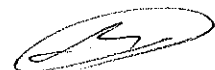
The initial order of the list of arbitrators shall be alphabetical by last name unless otherwise agreed. When an arbitrator is assigned a case, their name shall move to the bottom of the list except that all arbitrators on the list who are based in the city where the hearing is to take place shall be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

When more than one grievance is referred to arbitration on the same day, arbitrators will be assigned to the cases chronologically based on the dates of the grievances unless the Parties agree otherwise.

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

¶

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



Within two (2) weeks of the ~~conclusion of a National Grievance Committee meeting at which a grievance is referred to arbitration,~~ notice of arbitration, the Parties shall jointly review the availability of arbitrators from the Parties' list, shall **select from the list of arbitrators, and the Union shall then invite the agreed-upon arbitrator.** ~~identify the assignment of arbitrators required by this Article for the cases referred to arbitration and shall identify the dates of the hearings. Where either Party requires further time to confirm availability of witnesses for an arbitration, the scheduling of the arbitration will be extended by one week. In the event a grievance is referred to arbitration outside of a National Grievance Committee meeting, the Parties will meet to schedule the arbitration within two (2) weeks of referral with the possibility of a one week extension as set out above.¶~~

¶

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

Each January, the Parties will review the list of arbitrators and may, by mutual agreement, add or delete names, but must maintain **seventeen (17)** ~~fifteen (15)~~ names. In addition, each January, either Party may unilaterally remove one (1) arbitrator who will be replaced by mutual agreement.

Where a mediation-arbitration or full arbitration hearing is scheduled, each Party will submit to the arbitrator a brief Statement of Facts outlining the issue(s) in dispute. The Statement of Facts must be submitted to the arbitrator and other Party, by 5pm, at least two (2) business days prior to the first date of the hearing. The Parties can neither submit nor amend a Statement of Facts after the deadline. ~~and the Parties agree that the arbitrator cannot review or consider a Statement of Facts or amended Statement of Facts that is submitted after the deadline.¶~~

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

16.7.2 Full Arbitration

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

16.7.3 Mediation-Arbitration

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

16.7.4 Dismissals

Grievances related to dismissal shall be referred directly to **the National Grievance Committee full arbitration**, which will be an expeditious process.

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

¶

The process for a full arbitration will be followed if the grievance cannot be settled within two National Grievance Committee meetings.

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

16.8 Accelerated resolution process

The accelerated resolution process will address disputes on the application of:

- Outside Activities (Article 12);
- Leave without pay (Article 71);
- Special Leave (Article 72);
- ~~Referrals from the National Job Evaluation Committee (Article 55);~~ or
- Where the Parties mutually agree to use this process.

Where an employee disagrees with a decision made regarding the application of one of the above articles, the employee must escalate in writing to their manager, local human resources and a local union representative within **five (5) three (3)** business days. Every effort should be made to resolve the dispute locally.

Accelerated Resolution Appeal Panel



If there is no resolution at the local level within five (5) **further** business days of the employee filing the written dispute, the local union representative will immediately refer the dispute to an Appeal Panel composed of a CMG Staff Representative and a representative determined by the Corporation. The members of the panel will be different from those who handled the file at earlier stages of the process. The Panel will make every effort to resolve the issue.

The hearing process will be determined by the Appeal Panel. It is understood that the purpose of the Appeal Panel is to render an expedited decision. Unless otherwise agreed to by the members of the Appeal Panel, decisions will be made as soon as possible but not later than fifteen (15) business days of the complaint being referred by the local union representative. If the Panel reaches a decision, this decision shall be final and binding and will have no precedential value.

Accelerated Resolution Arbitration

In the event the Appeal Panel is unable to come to a decision, the parties agree to submit the matter to a designated arbitrator who shall be seized for the life of the Collective Agreement and who will hear such matters not later than ten (10) business days after submission. Where a designated arbitrator is not available, **the Parties will jointly agree to an alternative.** ~~the Parties will assign the next available arbitrator on the agreed list in 16.7.4.~~

The Parties will submit a joint statement of facts to the arbitrator along with any facts in dispute prior to the scheduled arbitration. Each party may also verbally present its position which will be considered on its merits. The arbitration may take place by conference call hearing or as otherwise agreed by the Parties.

The arbitrator will render a decision within five (5) business days of the hearing, with written reasons to follow if requested by either Party, and it will be final and binding. The decision will have no precedential value.

16.9 Telework Dispute Resolution Process

[Text in MOA of Dec. 6, 2023]

16.100 Cost of **Mediation and Arbitration**

The cost and expenses of ~~an~~ **the arbitrator or mediator** under any of the arbitration **or mediation** processes shall be borne equally by the Corporation and the Union.

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

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



16.110 Extension of Time Limits

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

16.124 Release of Employees

Employees shall suffer no loss in regular salary for time spent during their normal working hours attending meetings with the Corporation, under this Article. If a meeting occurs outside normal working hours, the employee's hours will be rescheduled so that the meeting takes place during their working hours. If such rescheduling is not possible, any time spent outside the working hours will be compensated as time off in lieu.

16.13 "Grievance Procedure Arbitrator" Process

The Parties agree to assign a "Grievance Procedure Arbitrator." The Grievance Procedure Arbitrator shall be seized for the life of the Collective Agreement to determine, by **virtual conference call** hearing or as otherwise agreed by the Parties, any disputes that arise under this Article concerning the exchange of relevant information, referrals of grievances to the national level, setting agenda items for discussion at the national level, referral of grievances to arbitration, **assignment of arbitrators and/or** the process for compilation of the list of arbitrators ~~and the assignment of cases to arbitrators from the Parties list.~~

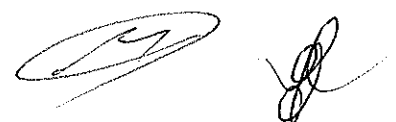
~~Virtual Conference call~~ hearings under this provision shall take place within forty-eight (48) hours of being requested by either Party and the Grievance Procedure Arbitrator will render a decision within twenty-four (24) hours of the hearing, with written reasons to follow if requested by either Party.

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

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

~~16.12 Training~~

¶



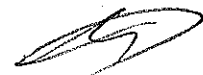
~~The Parties are committed to providing training opportunities for representatives of the Corporation and the Union to help them deal with and resolve disputes under the Collective Agreement. The Parties also agree to explore, on an ongoing basis, joint training opportunities at local and national levels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



25 LABOUR RELATIONS EDUCATION

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

These training opportunities will highlight the importance of an interest-based approach to dispute resolution, so that representatives of the Corporation and the Union are best equipped to resolve disputes, both generally and under Article 16.



Memorandum of Agreement

Between:

**Canadian Broadcasting Corporation/Radio-Canada
("CBC")**

-and-

**Canadian Media Guild
("CMG")**

(Collectively the "Parties")

The Parties have discussed the following collective agreement language regarding Equity, Diversity & Inclusion:

Article 4 DEFINITION OF TERMS

Article 9 ~~EMPLOYMENT~~ EQUITY, DIVERSITY &, INCLUSION & ACCESSIBILITY IN THE WORKPLACE

Article 46 WORKFORCE ADJUSTMENT

Article 73 BEREAVEMENT LEAVE

The Parties have agreed to the collective agreement revisions attached hereto as Appendix "A".

The Parties agree that nothing is agreed until everything is agreed, therefore this MOA is an agreement in principle only.

Signed at King City, Ontario, January 17, 2024

For the CBC:

For the CMG:

Mediator:

A

APPENDIX "A"

4 DEFINITION OF TERMS

Accommodation

Reasonable and appropriate measures to adapt work arrangements or facilities to provide a diverse and inclusive workplace environment, free of discrimination against individuals or groups on the basis of a prohibited ground under the *Canadian Human Rights Act*, and in accordance with legislated obligations such as those under the *Employment Equity Act* and the *Accessible Canada Act*. Although often associated with the removal of physical barriers or the provision of technical devices, accommodation is not restricted to persons with disabilities.

Anniversary Date

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

Day

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

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

Diversity

Diversity is the range of similarities and differences of individuals — for example, by national origin, language, race, colour, disability, ethnicity, gender, age, religion, sexual orientation, gender identity, socioeconomic status, and family structure. Diversity also encompasses geographic or regional differences, accents, diversity of thought and life experiences, and other differences. A person is not and cannot be "diverse."

~~It's what differentiates each of us, including ethnicity, gender and sexual diversity, disabilities, how we think, what we value, our backgrounds and experiences that shape our perspectives. Diversity goes beyond employment equity parameters. Diversity refers primarily to employees and the workforce.~~

Employee

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

Equity

Equity is the fair and respectful treatment of all people. Individuals may have different needs or face unique barriers to opportunities. We aim to actively remove these barriers

by providing accommodations as necessary. This is different from equality, where everyone receives the same support and resources, regardless of their needs.

Inclusion

Inclusion is the appreciation of the full range of a group's diversity and the acknowledgment that their differences contribute to a larger, richer whole. It occurs when people feel they are being treated fairly and with respect, that their contributions are valued, and that they belong. Inclusive organizations create spaces that are brave and welcoming for all.

~~Is about working together and celebrating our differences while working towards common goals. It's an intentional effort to ensure everyone feels valued, respected and supported in how they contribute to the work. Inclusion refers primarily to the culture of the workplace.~~

Intersectionality

A lens for seeing the way in which various forms of a person's identities and experiences often combine to exacerbate discrimination or privilege.

Mentoring

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

Protected Employee

A protected employee is defined as:

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

(i) was on staff as of December 31, 1983 and was covered by the CUPE (Production) or CUPE (O&P) bargaining units at the time those units were ordered into CMG Unit 1 by the Canadian Industrial Relations Board and has maintained continuous service since that time; or

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

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

Union

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

National Union

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

CMG

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

efst

9 ~~EMPLOYMENT~~ EQUITY, DIVERSITY, & INCLUSION & ACCESSIBILITY IN THE WORKPLACE

9.1

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

This means women, Indigenous (**Inuit, Métis and First Nations**) peoples, persons with disabilities, **racialized people**, ~~and people who are, by their race or colour, a visible minority~~ **may require the implementation of special measures and accommodations: and people of the 2SLGBTQ+ communities. These groups may require EDI support.**

Within the Indigenous (Inuit, Métis and First Nations) peoples, we also recognize the distinct Arctic North and other Northern communities, which are made up of many different cultures and communities, and we understand their unique requirements for EDI support, as appropriate.

The Parties also recognize the need to commit to an inclusive workplace and to ensure that we reflect the diversity of Canada in workforce, workplace culture and content. This includes the need for, and encouragement of, greater awareness and acceptance of diversity **and intersectionality** in the workplace and pro-active initiatives to promote and support diversity, and inclusion.

9.2

The Joint Employment Equity Committee (**known as the Joint Equity, Diversity, and Inclusion Committee or "JEDI"**) shall continue with a mandate to consider ways and opportunities for improving workforce diversity and inclusion, including Employment Equity. The purpose of the Committee is to provide a forum for consultation and collaboration. The intention of the consultation and collaboration process is as defined under the Employment Equity Act and to ensure that we are a diverse and inclusive workplace.

The Parties recognize the importance of increasing awareness specific to Indigenous employee wellness. They agree to jointly discuss, at JEDI, the implementation of the Truth and Reconciliation Commission's calls to action and recommendations.

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

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

9.3

Committee meetings will be held three times a year, as a minimum, and more often as the need arises. The ~~JEDI Joint Employment Equity Committee~~ will endeavor to schedule all meetings for the year in the first meeting of each year. Committee members will attend committee meetings and carry out committee work during work hours without loss of pay.

9.4

While respecting the seniority provision of the Collective Agreement, in instances where two equally qualified candidates are seeking the same position or promotion, special consideration will be given to a candidate who comes from an under-represented group as described in 9.1, in that classification and/or area of work.

9.5 Community & Diversity Talent Development

The Parties agree that it is important to reflect the diversity of **all people living in Canada** within all ranks of the CBC workforce. As one way to enhance that reflection, the Corporation may, on a limited basis, engage or promote employees who do not have the skills to normally be hired or promoted but may have the potential to become qualified for a role. Any classification may be subject to Community & Diversity Talent Development.

Use of Community & Diversity Talent Development for internal candidates shall be subject to Article 38. Use of Community Talent Development for external candidates shall be subject to article 27.7.

9.6

Diversity and inclusion will be a standing item on Local and Regional Joint Committees.



WORKFORCE ADJUSTMENT

46 WORKFORCE ADJUSTMENT

46.1 Purpose

When the Corporation decides to change its programming, operations or other activities and these changes may result in a reduction in the workforce, the following provisions apply. The Parties have agreed to these processes to ensure consistency in application, to avoid or minimize negative impact on staff and to ensure that affected employees are treated with respect.

46.2 Consultation and notice to the National Union

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

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

46.3 Avoiding and/or Minimizing Adverse Impact

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

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

46.4 Joint Employment Planning Committees

46.4.1 Local

Once Management has completed its efforts as described in Article 46.3 (above) and if it has determined that there may be a workforce reduction or the reorganization of work resulting in the loss of an employee's job, Local Joint Employment Planning Committee(s) will be formed to provide for thorough consultation and cooperation between the Parties to avoid and minimize the adverse effect on employee(s). Local Joint Employment Planning Committees will oversee the local redeployment and displacement process until all employees who have been declared redundant are permanently placed or laid off.

46.4.2 National

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

46.4.3 Membership of Committees

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

46.5 Consultation and Notice to Local Joint Employment Planning Committee

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

The Parties will discuss the plan and the impact of any reduction to staff, including ideas to minimize adverse effects on employees, e.g., possible voluntary exits or retirements, alternative employment, creative redeployment, etc. Once this review is concluded, Management will confirm those employees who will receive redundancy notices.

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

46.6 Notice to Employees

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

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

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

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

Employment Planning Committee until the conclusion of the redeployment and displacement process.

46.7 Seniority

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

46.8 Redeployment and Displacement Process - General

This process will proceed in order of Corporation seniority except for as provided in Article 46.8.1.

46.8.1 Band 13 Producers Designated Senior and Executive

Band 13 Producers designated Executive or Senior Producer cannot displace within the designated group of Executive or Senior Producers.

Non-designated Band 13 producers are subject to the normal displacement rights in Article 46 with the exception that they will not have their compensation reduced.

46.9 Local Process

46.9.1 Definition of Location

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

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

See Appendix H for Additional Locations.

46.9.2 Available Work for Redeployment and Displacement

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

Redeployment and Displacement Process

46.9.3 Assessing an Employee's Skills and Experience

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

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

46.9.4 Assessing the Duties and Responsibilities of Available Work

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

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

46.9.5 Qualifications

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

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

In assessing an employee's qualifications to perform the required duties and responsibilities of a position, the LJEC will consider an EDI lens to its analysis of the job function.

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

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

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

46.9.6 Matching an Employee to Available Work

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

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

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

46.9.7 Timelines for Qualification Disputes

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

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

The National Joint Employment Planning Committee will have 48 hours in which to determine whether an individual matter should be sent back to the local committee with recommendation for resolution or forwarded to the Adjudication Panel.

The Adjudication Panel (see Article 46.16.1) will then have 48 hours in which to render a decision.

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

46.9.8 Redeployment and Displacement Sequence

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

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

46.9.9 Use of Temporary and Contract Vacancies

The Committee may place the affected employee in an appropriate temporary or contract vacancy to delay the displacement process or the lay-off of the employee, provided ~~they~~^{he}/~~she~~ possesses the qualifications. The employee will remain in this vacancy until ~~they~~^{he}/~~she~~ can again occupy a permanent vacancy or until the term of the temporary or contract vacancy expires (whichever comes first) at which time the employee may exercise ~~their~~^{his}/~~her~~ rights under this Article.

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

46.9.10 Use of Other Temporary Employment

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

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

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

46.9.11 Salary on Temporary Deferral

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

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46.9.12 Full-Time to Part-Time Offer

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

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

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

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

46.9.13 Employee Election to Permanent Positions

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

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

Notwithstanding the above, an employee who refuses placement into a vacancy in ~~their/his-or-her~~ classification will be laid off immediately with no recall rights.

An employee who refuses to displace an employee at the same or lower band or who refused to be placed in a vacancy at a lower pay band will be laid off immediately and given recall rights in accordance with Article 46.14.

Having gone through the local redeployment process described above, an employee exhausts all of ~~their/his-or-her~~ options for redeployment or displacement and the employee has fewer than six (6) years of service, ~~they/he-or-she~~ will be laid off in accordance with the Lay-off and Recall Provisions outlined in Article 46.14.

46.10 Regional Rights

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

46.10.1 Available Work for Regional Redeployment and Displacement

For the purposes of potential redeployment and displacement of full-time permanent employees, full-time permanent positions in the region where the employee's rights exist will be considered. These regional vacancies will not be filled through the normal hiring process until the National Joint Employment Planning Committee has reviewed them.

46.10.2 Regional Process

Definition of Regions

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

- Newfoundland Region
- Maritime Region
- Province of Ontario
- Manitoba and Saskatchewan Region
- Alberta Region
- British Columbia Region

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

46.10.3 Regional Redeployment and Displacement Sequence

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

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

46.10.4 Relocation

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

46.11 National Vacancies

PJT

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

46.12 Salary Treatment on Redeployment or Displacement or Recall

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

46.13 Redeployment and Displacement for Permanent Part-time Employees

These are employees as defined in Article 28 of the Collective Agreement.

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

46.13.1 Available Work

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

46.13.2 Redeployment and Displacement Process

The redeployment and displacement process as set out in Article 46.9.8 will apply to permanent part-time employees except that their rights to redeployment and displacement will be exercised with respect to part-time vacancies and other part-time employees respectively. When a part-time employee is redeployed to a vacant part-time position or displaces another part-time employee, a condition of accepting this assignment is that the employee accepts the hours of work associated with the assignment.

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

46.13.3 Part-time to Full-time Offers

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

2/1

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

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

Prior to a part-time employee moving into a full-time vacancy, qualified part-time employees will be considered based on seniority by the Local Joint Employment Planning Committee, in the event there is interest in full-time work. Should an employee express interest, and the redundant employee is qualified to replace them, the full-time vacancy will be offered to the interested employee. Should ~~they~~he accept the full-time work then the created vacancy will be offered to the redundant employee.

46.14 Lay-off and Recall

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

46.14.1 Notice

Employees are entitled to a minimum of four (4) weeks notice of lay-off or pay-in-lieu of notice. During the notice period, the employee shall receive reasonable time off (Corporation assignments permitting) to be interviewed for positions outside the Corporation. An employee may also request to use unused vacation (etc.), banked time to seek external opportunities.

46.14.2 Separation Allowance

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

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

If an employee is recalled to permanent status, they will not receive the second half of the separation allowance.

When an employee who has been recalled to permanent status and is then laid off again, the amount of separation allowance shall be one (1) week's salary for each four (4) months of continuous service or major portion thereof with the Corporation, calculated from the date of the most recent recall. If an employee has any outstanding separation allowance from a previous

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lay-off this amount will be added to ~~their/his/her~~ separation allowance and included in the above calculation.

46.14.3 Recall process

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

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

46.14.4 Permanent Vacancies

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

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

- i) to employees with protected status who bumped, were bumped, or were redeployed to another position at a lower level within their location,
- ii) to other employees who bumped, were bumped, or were redeployed to another position at a lower level within their location, and includes employees who have been recalled to a lower level for their location only and for the duration of the recall period,
- iii) to employees on the recall list including those who have been currently recalled to temporary work.

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

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

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

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

DW

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

46.14.7 Relocation

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

46.14.8 Contract vacancies

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

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

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

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

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

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

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

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

OP

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

46.15 Protected Employees

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

All previous entitlements will apply except that the definition of Qualifications will be that as outlined in this Article as it applies to redeployment and displacement rights for protected employees. Excerpts from the former agreements relating to protected employees can be found in Appendix S – Language Regarding Protected Status.

46.16 Dispute Resolution

46.16.1 Disputes related to Qualifications

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

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

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

In addition to providing a final and binding decision on the matter, the Adjudication Panel also has the right to request more information on the employee's skills and experience (including requesting that additional tests be administered) or to refer the matter back to the Local Joint Employment Committee for further consideration.

Time limits may be extended by mutual consent.

46.16.2 Disputes Related to Other Workforce Adjustment Issues

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

Any grievances of this nature will be submitted to the arbitrator within ten (10) business days of referral by the National Joint Employment Planning Committee. Proceedings must begin within

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twenty (20) business days of such referral and a final and binding decision rendered within five (5) business days of the hearing.

To assist in the earliest possible resolution of these issues the Parties will endeavour to submit a joint Statement of Facts and written submissions wherever possible.

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

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

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73 BEREAVEMENT LEAVE

73.1

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

73.2

An employee shall be entitled to bereavement leave of up to three (3) consecutive days ~~immediately following the day of~~ death of the employee's:

- ~~Parents Mother, father~~ (including step parents), the spouse or common-law spouse of ~~their parent his/her mother or father~~ **parent**
- ~~Siblings Brother, sister~~ (including step siblings)
- ~~Parent-in-law Mother in-law, father in-law~~, the spouse or common-law spouse of ~~their Parent-in-law his/her mother-in-law or father-in-law~~ **Parent-in-law**
- The ~~parent father or mother~~ of the employee's common-law spouse or same-sex partner
- Grandparents / grandchildren
- Dependant or other relative **permanently** residing in the same ~~permanent~~ residence

73.3

Bereavement leave can be taken during the period that begins on the day on which the death occurs and ends six weeks after the date of the funeral, burial or memorial service of the family member.

73.43

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

73.54

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

73.65

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

73.76

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

Memorandum of Agreement

Between:

**Canadian Broadcasting Corporation/Radio-Canada
("CBC")**

-and-

**Canadian Media Guild
("CMG")**

(Collectively the "Parties")

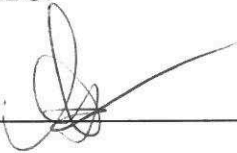
The Parties have discussed the following collective agreement language regarding Additional Remuneration (Article 53.6)

The Parties have agreed to the collective agreement revisions attached hereto as Appendix "A".

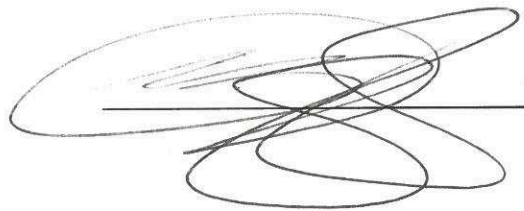
The Parties agree that nothing is agreed until everything is agreed, therefore this MOA is an agreement in principle only.

Signed at King City, Ontario, January 19, 2024


For the CBC:



For the CMG:



Mediator:





APPENDIX "A"



53 GENERAL SALARY PROVISIONS

53.1

No employee will suffer a reduction in current salary or additional remuneration as a result of implementation of this Collective Agreement.

53.2

Employees in the bargaining unit shall receive no less than the rates, scales and/or fees in accordance with the scale of minimums outlined in Article 54 (Classifications and Hourly Rates). Progression will be no less than the progression schedule outlined in 53.3 below. Nothing prevents the Corporation from paying salaries above these scales. The Corporation is authorized to negotiate salaries directly with any employee or prospective employee, provided that the negotiated salary exceeds the minimum salary.

53.3

Progression within a salary band shall be automatic unless otherwise stated and shall occur on the anniversary date.

53.4

An employee who is promoted to a job in a higher salary band will receive a salary increase equivalent to at least one full step on the employee's former salary band.

53.4.1

When a temporary employee is rehired, within a twelve (12) month period, into the same group or into a lower group than the one in which ~~they/he/she were~~as previously employed, the employee shall receive credit (for salary purposes only) for previously accumulated time, calculated to the last completed month of service. Such service credits shall determine the step within the salary band to which the temporary employee is rehired.

53.5

New employees shall be placed in the appropriate salary bands effective from the hiring date. Placement on the appropriate step will take into consideration past experience.

53.6 Additional Remuneration (addrem)

The Parties recognize that additional remuneration is provided under exceptional circumstances. It is a key tool for the Corporation to attract and retain employees in order to remain competitive. Addrems~~Additional remuneration~~ in the form of a fixed term or lump sum contract may be negotiated between an employee and the Corporation for the following reasons:

- a) recognized prominence and excellence;
- b) special production skills;
- c) special expertise **or assignment**;

- d) unusual demands placed on an employee's personal life by ~~their~~^{his/her} assignment;
- e) special initiatives, **exceptional contributions** or achievements which ~~are~~^{is} of significant benefit to the Corporation.

Addresss are paid, reviewed and negotiated at the Corporation's discretion. It is recognized that the Corporation is responsible for managing resources and expectations, and is ultimately accountable for the allocation of address

The address process will be managed based on the following principles:

- Fairness and consistency
- Transparency in communication both to employees and the Union
- To ensure employees understand the process and criteria
- To ensure that the reason for providing the address is communicated to the employee and the Union

These principles do not apply to overtime buyouts.

The employee, if ~~they~~^{he/she} desires, may call upon the Union to assist ~~them~~^{him/her} in address negotiations. A copy of these contracts shall be given to the national Union office at the time of signing the contract.

Addresss are not automatically renewed. ~~They will~~^{are not to} exceed the length of the employment contract (for contract employees) or 12 months (for permanent regular employees). Written and reasonable notice of discontinuation will be provided to the employee and the Union.

53.7

Unless otherwise specifically indicated in this Agreement or as mentioned below, there shall be no reduction in base salaries. If an employee requests in writing to be reclassified to a lower classification or is affected under Article 46 (Workforce Adjustment), and ~~their~~^{his/her} current salary exceeds the maximum salary level for the lower classification, ~~their~~^{his/her} salary will be reduced to the maximum salary level of the lower classification.

53.8

An employee who has been promoted and is not confirmed or elects not to accept the promotion during the trial period will be returned to the employee's previous classification at the previous rate of pay, consistent with all of Article 37.6 (Hiring and Promotion).

53.8.1

In each case the anniversary date may revert to the date that was in effect when the employee was in the lower classification.

53.9 Direct Deposit

All monies owing to permanent and temporary employees for work performed and/or services received will be paid through direct deposit. The Corporation shall remit to the employee an



electronic notification of deposit which shall contain the employee's name, the payment date and corresponding work period, the amount of gross earnings, the nature and amount of deductions made and the amount of take-home pay.

All employees shall provide the Corporation with the information necessary for payroll deposit. Such information will be kept confidential and only used for deposit purposes.

53.10

Those employees who received a salary advance as a result of the change in payroll schedule in May 1998 will have the salary advance recovered upon termination of employment.

REMOVE the LETTER OF AGREEMENT: STATEMENT OF PRINCIPLES
– ADDITIONAL REMUNERATION (ADDREMS) from the CA

Replace Addrem spelling with adrem

PAGES (381-382) FOR REFERENCE

LETTER OF AGREEMENT: STATEMENT OF PRINCIPLES
– ADDITIONAL REMUNERATION (ADDREMS)

The Parties recognize that additional remuneration (Article 53.6) is provided under exceptional circumstances:

It is a key tool for the Corporation to attract and retain employees in order to remain competitive. Addrems are also a means of recognizing special or exceptional contributions, expertise and assignments:

Addrems are paid, reviewed and negotiated at the Corporation's discretion. It is recognized that the Corporation is responsible for managing resources and expectations, and is ultimately accountable for the allocation of addrems:

Addrems are of limited duration or are given in the form of lump sum payments. They are not automatically renewed: they are not to exceed the length of the employment contract (for contract employees) or 12 months (for regular employees). Written and reasonable notice of discontinuation will be provided to the employee:

The addrem process will be managed based on the following principles:

- Fairness and consistency
- Transparency in communication both to employees and the Union



- ~~• To ensure employees understand the process and criteria~~
- ~~• To ensure that the reason for providing the addrem is communicated to the employee and the Union~~

Employees may consult the Union for guidance in navigating the process and negotiating the addrem. These principles do not apply to overtime buyouts.

Dated this 21st day of November, 2013.

For the Corporation: For the Union:

Ron Ouellette Glenn Gray
Director, Industrial Relations
CBC
Staff Representative
GMG



Memorandum of Agreement

Between:

**Canadian Broadcasting Corporation/Radio-Canada
("CBC")**

-and-

**Canadian Media Guild
("CMG")**

(Collectively the "Parties")

The Parties have discussed the following collective agreement language regarding Freelancers:

Article 30 FREELANCERS

~~Article 31 OCCASIONAL CONTRIBUTORS~~

Appendix F JOINT COMMITTEE ON FREELANCERS

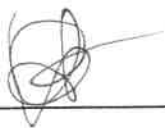
~~Letter of Agreement: FREELANCE CONTRIBUTORS~~

The Parties have agreed to the collective agreement revisions attached hereto as Appendix "A".

The Parties agree that nothing is agreed until everything is agreed, therefore this MOA is an agreement in principle only.

Signed at Toronto, Ontario, February 1, 2024


For the CBC:



For the CMG:



Mediator:



APPENDIX "A"

FREELANCERS, CONTRIBUTORS AND INTERNS

30 FREELANCERS

30.13 Contracts

Subject to this Article, it is a principle of this Agreement that all Freelancers and the Corporation shall have the right of protection afforded by a written contract and such contract shall be signed **as soon as practicable by the parties. The Parties shall have a written confirmation of the terms of engagement prior to the Freelance work commencing.** ~~before the commencement of any assignment covered by this Agreement.~~

Where standard forms are used, the format of such forms will be agreed upon by the Parties.

30.5.21.1 ~~Alternative~~ Contracting Process

a) A duly-executed written contract will be signed by the Freelancer and the Corporation as soon as is practicable, but no later than five (5) business days after the work has commenced. This deadline may be extended by mutual agreement.

~~This clause applies only when the Corporation pays a fee to the Freelance Contributor:~~

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

cb) It is also recognized that some production circumstances may prevent completion of a written contract **or standard form email** ~~or Memorandum of Understanding~~ prior to the ~~completion~~ **commencement** of the work, **including acquiring personal information from the Freelancer to complete the contract.** In such cases both the person who ~~engages~~ **engages** ~~assigns~~ the freelance work and the Freelancer ~~Contributor~~ are responsible for keeping accurate notes of any verbal agreement.

30.25-7 Speculation



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

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

30.35-8 Licensing

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

1. License A:

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

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

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

~~Current CBC Platforms includes the following:~~

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

2. License B:

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

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

CMG

the premium for License B shall be based on the minimum rate unless otherwise negotiated between the Corporation and the Freelance Contributor.

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

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

3. Copyright:

The Corporation purchases copyright in the original contribution, which shall include all rights under the License A and License B and all other rights in and to the contribution. The rate for purchase of copyright shall be subject to negotiation between the Freelance Contributor and Corporation.

4. Assumption:

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

30.43 Freelance Categories

Freelancers shall be engaged under one of the following three categories:

(a) Technical Freelancers

~~The Corporation may continue with its practice of engaging~~ **Technical Freelancers may be engaged** for functions such as mechanical, design, special effects, make-up, transmission and other technical functions.

~~Technical Freelancers~~ They will be paid at a minimum daily rate of two hundred and eighty dollars (\$280) and union dues will be deducted and remitted. **[NOTE: minimum daily rate to be discussed further]**

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The licensing provisions of Article 30.3 will apply to Technical Freelancers engaged as Graphic Designers and Still Photographers in addition to Freelance Contributors.

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

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

(b) Specific Services

Specific Services Freelancers deliver a service as set out in **Article 30.54.**

(c) Freelance Contributors

Freelance Contributors shall deliver a contribution defined in **Article 30.65.**

Freelance Specific Services

30.54

Under Freelance Specific Services contracts, a freelancer will provide their services ~~as a deliverable~~ for a specific identifiable program(s), program segment(s), items within an individual program series, or project(s). ~~Such contracts will not have a term.~~ Freelance Specific Services contracts shall be calculated based on a prorated amount at not less than the applicable minimum rate for similar work referred to in Article 54 (Classifications and Hourly Rates), **with the exception of Freelance Specific Services Commentators, as set out in 30.5.1 below.**

30.5.1

Commentator

The Commentator presents material based primarily or exclusively on their opinion and experience or expertise. The item may be live or pre-recorded, but no material (e.g. script, interviews, sound and also video in the case of an audio-visual commentator) is provided or gathered by the Commentator in the preparation of the item. Any script or introduction is created solely by CBC personnel.

Audio:

Length of item

Up to 5 minutes \$XX*

15 minutes \$XX*

30 minutes \$XX*

45 minutes \$XX*

60 minutes \$XX*

Each additional 15 minutes \$XX*

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

will be paid at no less than the basic hourly rate for a Senior Researcher (Salary Band 6) at top of scale.

Audio-Visual:

Length of item

Up to 15 minutes \$XX*

16 to 30 minutes \$XX*

31 to 45 minutes \$XX*

46 to 60 minutes \$XX*

Each additional 15 minutes \$XX*

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

Freelance Contributors

30.65

The Corporation appreciates the value and richness freelance contributors bring to the CBC. They strengthen the voice of CBC and provide diversity of content.
(See Letter of Agreement: Freelance Contributors)

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

The Parties acknowledge the importance of The CBC benefits by being able to attract experienced freelance contributors, as they are capable of providing high quality material with a minimum of direction. The Corporation also benefits from the contributions of Freelance Contributors whose expertise derives from their life experience and in that regard enriches the storytelling in which CBC engages.

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

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

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

30.6.5-1 Freelance Contributors, when engaged, will receive a rate of remuneration not lower than the basic fee provided for in this Article.

30.6.5-2 Editorial Modifications

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

- a. The Corporation and the CMG agree that, with respect to work done by Freelance Contributors, the Corporation shall make best efforts to consult the Freelance Contributor with regard to substantial changes, modifications, additions or deletions affecting meaning, intent, theme, characterizations or other changes of a major nature. At the Corporation's discretion, the Freelance Contributor may be contracted to do the work.
- b. Where the Freelance Contributor does not make changes and holds unencumbered copyright: If the Freelance Contributor does not agree with the changes, ~~they~~he/she may refuse permission for the modified item to be broadcast.
- c. Where the Freelance Contributor does not make changes and does not own copyright as described in b) above: ~~they~~ he/she may elect to have ~~their~~ his/her credit removed from the item. The Corporation will acknowledge the Freelance Contributor's original work and indicate that this is an edited version.

30.6.35 Expenses

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

30.6.45 Copyright Clearance

Copyright Clearance shall be specifically addressed in the written contract between the Corporation and the Freelancer.

In the case of any freelance contribution which includes any material for which copyright is held by one or more third parties, the Freelancer shall provide sufficient advance notice to the Corporation of such third-party interests. The Freelancer and the Corporation will then negotiate which party will be responsible for obtaining and/or paying copyright clearance. If it is the Freelancer's responsibility, ~~they~~he/she shall obtain the appropriate clearances for the Corporation to exercise its rights under Article ~~30.3.5-8~~

30.6.55-9 Minimum Rates: Freelance Contributors

~~Clause 30.5.9 applies to Freelance Contributors.~~

A. Audio Contributor Rates and Categories

Commentator

~~The freelance contributor presents material based primarily or exclusively on his/her opinion and experience or expertise. The item may be live or pre-recorded, but no material (e.g. script,~~

interviews, sound) is provided or gathered by the freelance contributor in the preparation of the item. Any script or introduction is created solely by CBC personnel.

Length of item

~~01/04/19~~

~~Up to 5 minutes~~

~~\$118.23~~

~~15 minutes~~

~~\$160.30~~

~~30 minutes~~

~~\$243.95~~

~~45 minutes~~

~~\$348.28~~

~~60 minutes~~

~~\$452.80~~

~~Each additional 15 minutes~~

~~\$69.56~~

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

Analyst

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

Length of item

~~01/04/19~~

~~Up to 90 seconds~~

~~\$90.57\$XX*~~

~~90 seconds – 2 minutes~~

~~\$117.75\$XX*~~

~~2-3 minutes~~

~~\$158.63\$XX*~~

~~Each additional minute~~

~~\$41.89\$XX*~~

Contributing Reporter

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

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

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

Length of item

~~01/04/19~~ \$XX*

Up to 90 seconds

~~\$113.21~~\$XX*

90 seconds to 2 minutes

~~\$147.20~~\$XX*

2 minutes to 3 minutes

~~\$198.28~~ \$XX*

Each additional minute

~~\$14.86~~ \$XX*

Analyst-Specialist

The **Analyst-Specialist** ~~freelance contributor~~ gathers information, ~~analyzes~~, prepares, and presents information, **and provides topic-based analysis.**

The services provided include research, preparation of script, interviewing, presentation, recording and editing and/or mixing of recorded audio material, as appropriate. The ~~freelance contributor's~~ item may be scripted or extemporaneous. The **Analyst-Specialist** ~~freelance contributor~~ may assist in the planning of any on-air interaction with CBC personnel or other freelance contributors by providing a script, introduction, background information, and/or suggested interview questions.

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

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

AMC *et.*

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

Length of item

~~01/04/19~~

Up to 90 seconds

~~\$135.83~~XX*

90 seconds – 2 minutes

~~\$181.23~~XX*

2-3 minutes

~~\$244.55~~XX*

Each additional minute

~~\$34.43~~XX*

Contributing Producer

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

Edited items are to be delivered in a completed state.

Length of item

~~01/04/19~~

Up to 3 minutes

~~\$286.54~~XX*

Each additional minute up to and including 20 minutes

~~\$95.08~~XX*

30 minutes or less

~~\$2,817.03~~XX*

60 minutes or less

~~\$5,634.03~~XX*

90 minutes or less

~~\$8,455.58~~XX*

Over 90 minutes

Negotiable

B. Audio-Visual/Video Contributor Rates and Categories

Commentator

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

~~Length of item~~

~~01/04/19~~

~~Up to 15 minutes~~

~~\$285.51~~

~~16 to 30 minutes~~

~~\$487.60~~

~~31 to 45 minutes~~

~~\$550.09~~

~~46 to 60 minutes~~

~~\$675.41~~

~~Each additional 15 minutes~~

~~\$97.62~~

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

Contributing Reporter

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

~~Length of item~~

~~01/04/19~~

~~Up to 90 seconds~~

~~\$215.22\$XX*~~

~~90 seconds to 2 minutes~~

~~\$233.34\$XX*~~

~~2 minutes to 4 minutes~~

~~\$265.85\$XX*~~

~~4 to 15 minutes~~

~~\$285.51\$XX*~~

AMC
af

16 to 30 minutes

~~\$487.60~~ \$XX*

31 to 45 minutes

~~\$550.09~~ \$XX*

46 to 60 minutes

~~\$675.44~~ \$XX*

Each additional 15 minutes

~~\$97.62~~ \$XX*

Contributing Producer

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

Length of item

01/04/19

Up to 3 minutes

~~\$305.24~~ \$XX*

Over 3 minutes

Negotiable

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

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

For each additional presentation after the first: \$45.00 TBD **[NOTE: minimum rate to be discussed further]**

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

C. Text Contributor Rates and Categories

Commentator—Text Interaction

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

Length of item
 01/04/19
 Up to 5 minutes
 \$118.20
 15 minutes
 \$160.30
 30 minutes
 \$243.95
 45 minutes
 \$348.28
 60 minutes
 \$452.80
 Each additional 15 minutes
 \$69.56

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

Contributing Reporter – Text Interaction

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

Length of item
 01/04/19
 Up to 90 seconds
 \$113.21
 90 seconds to 2 minutes
 \$147.20
 2 minutes to 3 minutes
 \$198.28
 Each additional minute
 \$34.43

Contributing Reporter – Text Contribution

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

adec *ed*

Length of item

01/04/19

Per word

\$0.60

[NOTE: minimum daily rate to be discussed further]

Text-based Reportage

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

~~For the first hour of such engagement: \$50.00~~

~~For the second hour: \$50.00~~

~~Subsequent hours: \$25.00 to a maximum of \$280 in a single day~~

~~30.6.75-40 Photographs~~

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

Number of photographs

~~01/04/19~~ TBD

1 or 2

~~\$61.85~~ TBD

3 to 5

~~\$40.40~~ TBD

6 to 10

~~\$37.14~~ TBD

Each additional photograph

~~\$24.74~~ TBD

[*NOTE: With respect to the rates asterisked above within Article 30.6.7, rate adjustments will be subject to annual increases negotiated between CBC/Radio-Canada and CMG for the Collective Agreement, effective April 1, 2024]

~~30.6.85-44 Kill Fees~~

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

If, during any time of the production of the work, the Corporation determines that the idea is not feasible or possible, **and/or the work does not meet the specifications agreed to between the Corporation and the Freelance Contributor**, the Corporation agrees to pay the ~~F~~freelance ~~C~~ontributor a minimum of twenty percent (20%) of the contracted fee. Nothing in this Article shall preclude the ~~p~~Parties from negotiating a greater percentage of the contracted fee.

In the event the Corporation decides not to use a contribution after the Freelance Contributor has completed it according to the specifications agreed to by the Parties, the Corporation shall pay one hundred percent (100%) of the contracted fee. However, no pyramiding of payments or double payments are allowed under this clause.

30.76

The following articles do not apply to **Freelancers** ~~Freelance Specific Services/Freelance Contributors~~:

Article 5 Corporation Seniority
 Article 11 Discipline
 Article 12 Outside Activities
 Article 16 Dispute Resolution and Grievance Procedure, except as in Article 30.97
 Article 17 Local or Regional Joint Committees
 Article 18 National Joint Committee
 Article 27 Employee Status
 Article 28 Part-Time
 Article 29 Probation
 Article 33 Assignment
 Article 34 Producer's Authority
 Article 35 Foreign Correspondents
 Article 36 Posting of Vacancies
 Article 37 Hiring and Promotion
 Article 39 Performance **and** Development ~~and~~ Dialogue
 Article 42 Improvement Plan
 Article 44 Workload
 Article 45 Transfer & Relocation
 Article 46-52 Workforce Adjustment Articles
 Article 51 Severance Pay at Retirement
 Article 52 Retirement
 Article 53 General Salary Provisions
 Article 55 Job Evaluation
 Article 58 Work Week and Days Off
 Article 59 Meal and Break Periods
 Article 60 Overtime
 Article 62 Alternate Work Arrangements
 Article 63 Scheduling / Posting of Schedules
 Article 64 Holidays
 Article 65 Turnaround
 Article 66 Call Back
 Article 67 Shift Differential
 Article 68 Annual Leave
 Article 69 Parental Leave
 Article 71 Leave With/Without Pay

Article 72 Special Leave
 Article 74 Jury Duty
 Article 75 Leave for Military Service
 Article 76 Injury on Duty
 Article 78-84 Benefits Articles

30.85.6 Corporation Obligations to the CMG

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

30.97 Grievance Procedure

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

30.108

The specific relevant and applicable federal and/or provincial legislation that governs working with minors will apply when a minor is engaged as a Freelancer. Any unique issues that arise during the life of this collective agreement regarding engagement of minors will be discussed at the joint freelance committee (**see Appendix F: Joint Committee on Freelancers**).

30.11 Exclusions from Payment ~~31 OCCASIONAL CONTRIBUTORS~~

~~31.1~~

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

~~31.2~~

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

~~31.3~~

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

~~31.4~~

~~The following occasional contributors will not receive payment:~~

~~a. A political figure taking part in a program on government affairs, persons holding or candidates for public office.~~

~~b. A member of the Armed Forces of Canada when appearing in any program primarily for the purpose of describing military ceremony or for the purpose of recruitment, education or information relating to the Armed Forces.~~

The Parties agree that the Corporation's Journalistic Standards and Practices determine which persons are entitled to remuneration. By way of example only, politicians are not entitled to payment.

In addition, ~~the following persons occasional contributors~~ do not require payment. ~~If payment is given, the provisions of 31.1, 31.2, and 31.3 will apply:~~

- a. A member of the public appearing incidentally as part of a public event or of a studio audience or as a participant in an open-line broadcast.
- b. A participant in a broadcast of any religious service.
- c. A student participating in an educational broadcast.
- d. Persons appearing as themselves on a broadcast produced in cooperation with a school, college, university, or educational organization.
- ~~e. Children under sixteen (16) years of age appearing as themselves, unless the services being provided otherwise fall under Article 30.~~
- ~~f. The person who is the subject of the actuality and is interviewed as such.~~
- eg. A contestant participating in a quiz program or program game, provided that such a contestant is not rehearsed to develop an individual characterization.
- fh. Non-professionals appearing as part of local community affairs, historical re-enactments, county fairs and similar events on location, of which the Corporation is not the prime producer.
- gi. Any person who, in accordance with **their his/her** occupation or status, takes part in a program as a lecturer, public services information officer, or designated spokesperson for an organization.
- hj. Any person working within the jurisdiction of another bargaining agent, which has an agreement with the Corporation.

~~k. A person who is interviewed as a guest or who is a guest on a panel; may or may not be paid as determined on a case-by-case basis. except as described in Article 31.4.2.~~

31.4.2

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

Delete: LETTER OF AGREEMENT: FREELANCE CONTRIBUTORS

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APPENDIX F: JOINT COMMITTEE ON FREELANCERS

The Parties agree to continue the standing joint committee to deal with matters uniquely related to the freelance workforce.

The Corporation commits to ensure every engagement has a written contract. Without limitation, the Corporation will be responsible for the development of processes to ensure producers (or anyone who engages a Freelancer) have an adequate understanding of the contract process.

The Committee will consider training needs in keeping with the training provisions of the Collective Agreement, limited to available funds.

The Committee will also work to ensure that the Freelance Contributors are properly contracted, as well as being properly compensated as per the terms of the Collective Agreement.

The Committee may develop packages to ensure Freelancers get all the information they require when entering a relationship with the Corporation.

The Committee will be co-chaired and consist of no more than four (4) individuals from each of the Union and the Corporation. **By mutual agreement, either side may add members to the Committee where these members may have special knowledge of an area of work or**

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other information helpful to the Committee. The Committee will meet **at least** ~~no more than~~ three **(3)** times a year **unless otherwise mutually agreed.**

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Memorandum of Agreement

Between:

**Canadian Broadcasting Corporation/Radio-Canada
("CBC")**

-and-

**Canadian Media Guild
("CMG")**

(Collectively the "Parties")

The Parties have discussed the following collective agreement language regarding Technology & Infrastructure:

Article 58 WORK WEEK AND DAYS OFF

LETTER OF AGREEMENT: "LONG RUNS" IN TORONTO-BASED TECHNOLOGY & INFRASTRUCTURE (MEDIA PRESENTATION, EXPERTISE CENTRE, INFRASTRUCTURE SUPPORT & TRANSMISSION) ("T&I")

LETTER OF AGREEMENT: ON-CALL TO TORONTO-BASED TECHNOLOGY & INFRASTRUCTURE (MEDIA PRESENTATION, EXPERTISE CENTRE, INFRASTRUCTURE SUPPORT & TRANSMISSION) ("T&I") EMPLOYEES

MEMORANDUM OF AGREEMENT: REMOTE AREA TRANSMITTER SYSTEMS TECHNOLOGISTS

MEMORANDUM OF AGREEMENT: EXPERTISE CENTRE NEWS AND DIGITAL ON-CALL

The Parties have agreed to the collective agreement revisions attached hereto as Appendix "A".

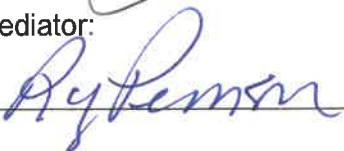
The Parties agree that nothing is agreed until everything is agreed, therefore this MOA is an agreement in principle only.

Signed at King City, Ontario, February 5, 2024

For the CBC:



Mediator:



For the CMG:



APPENDIX "A"

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58.2.1

The normal hours for daily scheduled employees will be either 7.25 or 7.75 consecutive hours, subject to the classification listing in Article 54 (Classifications and Hourly Rates). **Except as provided below,** such hours will normally be scheduled as no more than five (5) consecutive days of work. The parties acknowledge that in certain exceptional circumstances or by mutual agreement, employees may be scheduled in excess of 5 consecutive days to meet operational requirements. The hours of work shall be exclusive of meal periods, but inclusive of break periods.

The work week shall commence at 00:01 hours on Monday.

It is mutually agreed that, in light of the 24/7/365 operational requirements and scheduling complexities, the employees in Toronto-based Technology & Infrastructure (Media Presentation, Expertise Centre, Infrastructure Support and Transmission) may be regularly scheduled in excess of five (5) consecutive days.

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LETTER OF AGREEMENT: "LONG RUNS" IN TORONTO-BASED TECHNOLOGY & INFRASTRUCTURE (MEDIA PRESENTATION, EXPERTISE CENTRE, INFRASTRUCTURE SUPPORT & TRANSMISSION) ("T&I")

BETWEEN:

Canadian Broadcasting Corporation
("CBC")

-and-

The Canadian Media Guild
("CMG")

(Collectively the "Parties")

WHEREAS the Parties reached an agreement with respect to the scheduling of Toronto-based Technology & Infrastructure (Media Presentation, Expertise Centre, Infrastructure Support & Transmission) ("T&I") employees during the 2023/24 collective bargaining;

And whereas, the Parties have continued to recognize the 24/7/365 operational requirements and scheduling complexities unique to T&I and certain exceptions that may arise, for example emergency situations and projects;

The Parties therefore mutually agree that the relevant portions of Article 58.2.1 shall be applied to T&I as follows:

The operational requirements and scheduling complexities are unique to T&I, and accordingly, the parties agree that employees may be regularly required to work in excess of five (5) consecutive days.

Effective three pay periods following April 1, 2024, employees who work more than five (5) consecutive days (not including time worked on a scheduled day off) shall be entitled to a "long run" premium as follows:

- A premium of \$26 per shift for scheduled work performed on a sixth (6th) consecutive day worked;
- A premium of \$26 per shift for scheduled work performed on a seventh (7th) consecutive day worked;
- A premium of \$42 per shift for scheduled work performed on an eighth (8th), ninth (9th) and/or tenth (10th) consecutive day worked.

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It is understood that there shall be no pyramiding of premiums unless specified otherwise within the Collective Agreement.

Should there be a substantive change to the composition of the above-noted T&I departments to which the Corporation wishes to apply the terms of this Agreement, the Corporation will meet with the Union in advance to ensure the change fits within this framework.

Dated this day of FEBRUARY 5, 2024

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LETTER OF AGREEMENT: ON-CALL TO TORONTO-BASED TECHNOLOGY &
INFRASTRUCTURE (MEDIA PRESENTATION, EXPERTISE CENTRE, INFRASTRUCTURE
SUPPORT & TRANSMISSION) ("T&I") EMPLOYEES

BETWEEN:

Canadian Broadcasting Corporation
("CBC")

-and-

The Canadian Media Guild
("CMG")

(Collectively the "Parties")

WHEREAS the Parties during the 2023/24 round of bargaining reached an agreement applying to Toronto-based Technology & Infrastructure (Media Presentation, Expertise Centre, Infrastructure Support & Transmission) ("T&I") employees and on-call (the "Agreement");

AND WHEREAS the employee and management may mutually agree to enter into an on-call arrangement;

AND WHEREAS "On-call" refers to assignments where the employee is not performing regularly scheduled work but is required to be available for work on an as-needed basis.

Effective three (3) pay periods following April 1, 2024, the Parties agree that the following additional adjustment will be provided to employees on "on-call":

- Employees will receive, for the first one thousand (1,000) hours they are "on-call" within a calendar year, compensation per "on-call" hour of \$2.00 per hour;
- Beyond the first one thousand (1,000) hours the employee is "on-call" within a calendar year, the compensation paid shall be \$3.00 per hour; and,
- The number of "on-call" hours for an employee will not exceed two thousand (2,000) hours per calendar year.
- When an employee is called back to work while on-call, Article 66.2 of the Collective Agreement shall apply. For clarity, all Callbacks while on-call will be compensated in accordance with Article 66.2, and Article 66.3 shall not apply.

Dated this day of FEBRUARY 5, 2024



MEMORANDUM OF AGREEMENT: REMOTE AREA TRANSMITTER SYSTEMS
TECHNOLOGISTS

BETWEEN:

Canadian Broadcasting Corporation
("CBC")

-and-

The Canadian Media Guild
("CMG")

(Collectively the "Parties")

WHEREAS, CBC and CMG commissioned and completed reviews of compensation for Maintenance and IT classifications (the "Reviews") and fulfilled all conditions with respect to an LOA dated February 13, 2019, which expired on its own terms;

AND WHEREAS, despite these Reviews, CMG continued to express concerns with respect to the Remote Area Transmitter Systems Technologists' classification during the 2023/2024 round of bargaining;

NOW THEREFORE the Parties agree as follows:

1. Effective three (3) pay periods following April 1, 2024, employees within the Remote Area Transmitter Systems Technologists classification shall receive five percent (5%) of their base salary (less applicable deductions) paid on a bi-weekly basis while they occupy a position within the Remote Area Transmitter Systems Technologists classification. This payment does not form part of base salary.
2. CMG agrees that the Maintenance and IT Compensation Review is fully and finally concluded and that all issues relating to the Reviews, including the Grievance dated May 29, 2023, are closed on a without precedent and prejudice basis.

Dated this day of FEBRUARY 5, 2024



MEMORANDUM OF AGREEMENT: **EXPERTISE CENTRE NEWS AND DIGITAL ON-CALL**
BETWEEN:

Canadian Broadcasting Corporation
("CBC")

-and-

The Canadian Media Guild
("CMG")

(Collectively the "Parties")

During the ~~2023/2024~~ contract negotiations, the Parties reviewed the **"IT On Call, Standby On Call, Standby for IT Minutes of Settlement"** (Appendix A), dated **February 15, 2019** ~~October 31, 2001~~, and have agreed to renew, for the term of this Collective Agreement, the following "on-call" or "standby" practices within ~~Expertise Centre Media Support News and Digital, Application Support Specialists and~~ **User Technology Support Specialists**.

The Parties agree that the following additional remuneration/extra days off will be provided to employees on standby. Extra days off are built into the employees schedules by mutual agreement:

\$ Payment OR Additional Days

500 hours annual guaranteed on-call \$1,000.00 OR 8 days

700 hours annual guaranteed on-call \$1,500.00 OR 11 days

1,000 hours annual guaranteed on-call \$2,000.00 OR 16 days

1,500 hours annual guaranteed on-call \$3,000.00 OR 24 days

2,000 hours annual guaranteed on-call \$4,000.00 OR 32 days

- The Parties agree that "on-call" or "on standby" is defined as an agreement between an employee and management on an assignment wherein an employee commits or is required to be available while away from the workplace.

- ~~• The Parties agree to review this Agreement in a year from the date of signing. ¶ This Memorandum of Agreement will not prejudice discussions regarding any other ¶ groups. ¶~~

- The Parties agree that this Memorandum of Agreement shall not form part of the Collective Agreement, and shall only remain in force as long as the current Collective Agreement remains in force.

Dated this day of FEBRUARY 5, 2024



Memorandum of Agreement

Between:

**Canadian Broadcasting Corporation/Radio-Canada
("CBC")**

-and-

**Canadian Media Guild
("CMG")**

(Collectively the "Parties")

The Parties have discussed the following collective agreement language found in the Appendices and Letters of Agreement:

APPENDIX A: PRINCIPLES OF ASSIGNMENT

APPENDIX B: RADIO PROGRAM MANAGERS

APPENDIX C: OUT OF COUNTRY WORK

APPENDIX D: LEAVE PURCHASE PLAN

APPENDIX E: STATEMENT OF QUALIFICATIONS

**APPENDIX F: JOINT COMMITTEE ON
FREELANCERS**

**APPENDIX G: FORMER UNIT 2 MEALS AND
TURNAROUND RATIONALIZATION PREMIUM**

**APPENDIX H: ADDITIONAL LOCATIONS – Article
46.9.1**

APPENDIX I: PLANT TECHNOLOGIST PREMIUM

APPENDIX J: FORMER BAND 13 SALARY SCALES

APPENDIX K: ANNUAL SALARY GRID

APPENDIX L: NORTHERN LANGUAGE PREMIUM

APPENDIX M: SPECIAL LEAVE

APPENDIX N: LTD AND ANNUAL LEAVE

APPENDIX O: GRIEVANCE FORM

**APPENDIX P: DISPUTE RESOLUTION AND
GRIEVANCE PROCEDURES – SUMMARY AND
STATUS FORM**

**APPENDIX Q: LANGUAGE REGARDING
PROTECTED STATUS**

**APPENDIX R: ENGAGEMENT OF EMPLOYEES ON
CONTRACT**

APPENDIX S: TEMPORARY EMPLOYEES

APPENDIX T: PERFORMANCE AND DEVELOPMENT DIALOGUE

APPENDIX U: LEAVE WITHOUT PAY PRINCIPLES

~~Letter of Agreement: Freelance Contributors~~

~~Letter of Agreement: Foreign Bureaus~~

Letter of Agreement: Information to the Union

Letter of Agreement: Union Access

Letter of Agreement: Enhanced Severance

~~Letter of Agreement: Interim Procedures, Maintenance Career Structure~~

Letter of Agreement: Sales Commission Plan and Targets

Letter of Agreement: Health Care Costs and Health and Wellness in the Workplace

Letter of Agreement: Pension Surplus Sharing and Cost Management under SHCP

~~Letter of Agreement: Additional Remuneration~~

~~Letter of Agreement: Indigenous Employee Wellness~~

~~Letter of Agreement: Outside Activities~~

The Parties have agreed to the collective agreement revisions attached hereto as Appendix "A".

The Parties agree that nothing is agreed until everything is agreed, therefore this MOA is an agreement in principle only.

Signed at King City, Ontario, February 7, 2024

For the CBC:



Mediator:



For the CMG:



APPENDIX "A"

~~APPENDIX B: RADIO PROGRAM MANAGERS~~

~~Without prejudice or precedent to either party's position the following will apply:~~

~~The Corporation is seeking to expand diminished production resources in the workplace by proposing that some Program Managers in Radio do work normally done by bargaining unit members.~~

~~The Parties agree that Program Managers constitute a new way of operating in the CBC. The Union has expressed concern about a possible threat to an area of its jurisdiction. The Corporation understands the Union's concern.~~

~~For the life of the current Collective Agreement, the Parties agree to the following limitations and provisions with respect to Program Managers:~~

- ~~1. There will be no CMG layoffs or demotions as a consequence of production work which Program Managers may do.~~
- ~~2. No Union member will be required to accept the position of Program Manager.~~
- ~~3. The Corporation will have no more than sixteen (16) Program Managers at any given time.~~

~~APPENDIX D: LEAVE PURCHASE PLAN~~

~~The Parties agree that the Corporation's Rule on the Leave Purchase Plan, effective December 1, 2018, will apply to employees covered by this Collective Agreement for the term of this Agreement.~~

[Note to draft: Amend Article 68 of the Collective Agreement as follows]

68 ANNUAL LEAVE

~~See Appendix D for Leave Purchase Plan~~

68.13

The Parties agree that the Corporation's Rule on the Leave Purchase Plan will apply to eligible employees covered by this Collective Agreement.

APPENDIX E: STATEMENT OF QUALIFICATIONS

The purpose of the Statement of Qualifications is to clearly identify the requirements of jobs posted by the Corporation.

A Statement of Qualifications will include:

- a description of the functions of the job
- a description of the specific requirements of the employing department
- objective and subjective criteria

Objective criteria can include, but are not limited to, functional requirements such as:

- demonstrated ability to carry out the tasks of the position
- education
- knowledge
- training
- experience

Subjective criteria can include, but are not limited to, specific performance factors such as:

- talent in the specific functions or areas required
- creativity in the specific functions or areas required
- innovation in the specific functions or areas required
- production ability in the specific functions or areas required
- planning and organizational skills in the specific functions or areas required

A Statement of Qualifications will identify subject areas which will be examined and the relative importance of these subject areas.

[Note to draft: Add the following to Article 37 of the Collective Agreement.]

Article 37.9

The purpose of the Statement of Qualifications is to clearly identify the requirements of jobs posted by the Corporation.

A Statement of Qualifications will include:

- a description of the functions of the job**
- a description of the specific requirements of the employing department**
- objective and subjective criteria**

Objective criteria can include, but are not limited to, functional requirements such as:

- demonstrated ability to carry out the tasks of the position**
- education**
- knowledge**
- training**
- experience**

Subjective criteria can include, but are not limited to, specific performance factors such as:

- talent in the specific functions or areas required**
- creativity in the specific functions or areas required**
- innovation in the specific functions or areas required**
- production ability in the specific functions or areas required**
- planning and organizational skills in the specific functions or areas required**

A Statement of Qualifications will identify subject areas which will be examined and the relative importance of these subject areas.

[Note to draft: References to “Statement of Qualifications” at Articles 33.9.2, 36.2, 37.2, 37.5 will pinpoint to the new Article 37.9 as context requires]

APPENDIX I: PLANT TECHNOLOGIST PREMIUM

~~Employees within the former CMG Unit 2 bargaining unit who, at the time of signing of this Agreement currently receiving the Plant Technologist Premium will continue to receive it while they occupy a position within the Broadcast Technology Career Structure. The Corporation agrees to provide the Union with a list of those positions/employees upon signing of this Agreement.~~

APPENDIX K: ANNUAL SALARY GRID

[Note to draft: The Annual Salary Grid will be subject to annual increases negotiated between CBC/Radio-Canada and CMG for the Collective Agreement, effective April 1, 2024. Article 54 to be incorporated as part of this Appendix, then moved to Appendix A. All Appendices to be re-ordered as a result. Names and Banding of Classifications shall be updated to reflect the current Classifications as of April 1, 2024.]

For clarity, the Classifications to be updated are as follows:

New classifications:

Senior Product Designer: Pay band 12

Media Technician: Previously "Broadcast Technician"

Senior Communication and Marketing Specialist: Previously "Senior Communications Officer"

User Technology Support Specialist: Previously "Desktop Support Specialist"

Pay band change:

Associate Producer: Previously Pay band 7, now Pay band 8]

APPENDIX T: PERFORMANCE AND DEVELOPMENT DIALOGUE

Definitions:

Performance and Development Dialogue is a process, not an event. It operates as a continuous cycle.

Performance Management:

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

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

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

Staff Development:

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

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

Staff development opportunities may include but are not limited to:

- Training
- Assignments to stretch or challenge
- Secondments
- Project work
- Sabbaticals
- Financial support for outside learning
- Self-directed learning
- Job shadowing
- Mentoring, taking advantage of the knowledge and experience of senior employees
- New or additional responsibility
- Conferences, subscriptions, e-learning

- Informal time off arrangements for learning activities, either in house or outside the organization
- Team learning
- Job exchanges

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

Scenario 1: An employee is behaving badly in a meeting.

Immediate action and correction is required. This is not about performance, it's about behaviour. Therefore the conversation will take place outside the Performance and Development Dialogue process.

Scenario 2: The meeting is ineffective.

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

Scenario 3: An employee is not performing at the level required for the job.

Assuming this is not deliberate, the problem might be first identified in the Performance and Development Dialogue process, then move to Improvement Plan if deemed appropriate. **The Performance and Development Dialogue PMSD** process would be suspended until completion of the Improvement Plan.

Scenario 4: The employee engages in deliberately unacceptable behaviour.

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

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

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

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

Remedial Actions arising from this Agreement:

~~1. The Parties will jointly undertake to communicate the purpose and definition of Performance and Development Dialogue and its importance to the organization and to the employee. The~~

~~communiqué will frankly acknowledge the current shortcomings of the process and will outline the steps to be taken.~~

2-1. The National Performance and Development Dialogue Committee will explore and develop a method for monitoring the quality of the Performance and Development Dialogue. It will seek input at the local level. The existing auditing process will be examined to see if it is the appropriate vehicle for this action.

3. 2. The Parties acknowledge the large in-house resource of knowledge and experience and will recommend to the National Performance and Development Dialogue Committee that it explore ways to make effective use of this resource in the context of staff development. With limited resources, this may assist in providing staff development opportunities.

4. ~~The Parties will jointly review the "Ready to Lead" program and the "Difficult Conversations" training and any other similar training programs to ensure that they are consistent with this Agreement~~

LETTER OF AGREEMENT: FOREIGN BUREAUS

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

~~Therefore, the Parties agree to hold an initial meeting to begin discussions within 90 (ninety) days of the signing of this Letter of Agreement and to schedule additional meetings to continue discussions.~~

[Note to draft: Add the following to Article 35 of the Collective Agreement]

35.19 Foreign Bureaus

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

~~LETTER OF AGREEMENT: INTERIM PROCEDURES, MAINTENANCE CAREER-
STRUCTURE~~

~~Group 8 Technicians connected with the Maintenance Career Structure in its initial implementation in 1979 will continue to be treated in accordance with a side letter to the Agreement the contents of which appeared as item (c) in the Letter of Understanding on the Structure signed August 1980.~~

~~LETTER OF AGREEMENT: STATEMENT OF PRINCIPLES — ADDITIONAL REMUNERATION (ADDREMS)~~

~~The Parties recognize that additional remuneration (Article 53.6) is provided under exceptional circumstances.~~

~~It is a key tool for the Corporation to attract and retain employees in order to remain competitive. Addrems are also a means of recognizing special or exceptional contributions, expertise and assignments.~~

~~Addrems are paid, reviewed and negotiated at the Corporation's discretion. It is recognized that the Corporation is responsible for managing resources and expectations, and is ultimately accountable for the allocation of addrems.~~

~~Addrems are of limited duration or are given in the form of lump sum payments. They are not automatically renewed: they are not to exceed the length of the employment contract (for contract employees) or 12 months (for regular employees). Written and reasonable notice of discontinuation will be provided to the employee.~~

~~The addrem process will be managed based on the following principles:~~

- ~~• Fairness and consistency~~
- ~~• Transparency in communication both to employees and the Union~~
- ~~• To ensure employees understand the process and criteria~~
- ~~• To ensure that the reason for providing the addrem is communicated to the employee and the Union~~

~~Employees may consult the Union for guidance in navigating the process and negotiating the addrem. These principles do not apply to overtime buyouts.~~

[Note to draft: This Letter of Agreement is deleted as per the Memorandum of Agreement regarding Additional Remuneration (Article 53.6), dated January 19, 2024]

~~LETTER OF AGREEMENT: INDIGENOUS EMPLOYEE WELLNESS~~

~~The Parties recognize the importance of increasing awareness specific to Indigenous employee wellness and agree to jointly discuss recommendations by the Truth and Reconciliation Commission at the Joint Working Group on Workplace Culture.~~

[Note to draft: This Letter of Agreement is deleted as per the Memorandum of Agreement regarding Equity, Diversity & Inclusion, dated January 17, 2024]

~~LETTER OF AGREEMENT: OUTSIDE ACTIVITIES — ARTICLE 12~~

~~During the 2018-19 negotiations, the Parties discussed the interpretation of Article 12 (Outside Activities) of the collective agreement.~~

~~The Parties agree that, in Article 12.2, “recognized on-air personnel” includes recognized digital personnel.~~

~~The Parties further agree that, for the purposes of Article 12.2, the word supervisor is understood as the Manager to whom the employee reports.~~

[Note to draft: Amend Article 12.2 of the Collective Agreement as follows.]

12 OUTSIDE ACTIVITIES

12.1

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

- a) that such activities are not in competition with the media services of the Corporation. This provision does not apply to temporary employees or freelancers;
- b) that without permission, no employee may exploit his/her connection with the Corporation in the course of such activities; or
- c) that such activity does not adversely affect his/her work for the Corporation.

12.2

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

~~(See Letter of Agreement: Outside Activities)~~

The Parties agree that “recognized on-air personnel” includes recognized digital personnel.

12.3

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

12.4

Any dispute relating to this Article shall be dealt with in accordance with Article 16.8 (Dispute Resolution and Grievance Procedure – Accelerated Resolution Process).

Memorandum of Agreement
Between:
Canadian Broadcasting Corporation
("CBC")
-and-
The Canadian Media Guild
("CMG")
(Collectively the "Parties")

The Parties have discussed the following collective agreement language regarding temporary employees:

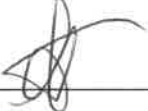
Article 17: Local or Regional Committees
Article 27: Temporary Employees
Article 61: Time Off In Lieu
Article 69: Parental Leave
Appendix R: Engagement of Employees on Contract
Appendix S: Temporary Employees

The Parties have agreed to the collective agreement revisions attached hereto as "Appendix A".

The Parties agree that nothing is agreed until everything is agreed, therefore this MOA is an agreement in principle only.

Signed at King City, Ontario this ^{CBC} ~~1~~⁷th day of February 2024

For the CBC:



For the CMG:



Mediator:



17 LOCAL OR REGIONAL JOINT COMMITTEES

17.6

The Local Joint Committee is recognized as the appropriate forum to review status and issues related to temporary employees except in locations where a Local Joint Temporary Committee exists. Local discussions and resolutions are encouraged where appropriate.

Statement of Principles

The work of local committees dealing with temporary employees will include :

- Providing visibility and a forum for communication regarding temporary employees and resolving, where appropriate, local concerns
- Discussing any concerns or questions regarding specific temporary employees and/or groups of employees. Examples may include:
 - Reason for engagement
 - Status
 - Duration in position
 - Work history
- Discussing opportunities that may exist locally to create more certainty for temporary employees, where operationally possible. Some examples may include identifying longer term opportunities, using a position to meet multiple backfill needs within a team, part-time positions, and other options.

Local agreements are without prejudice.

Information on temporary employees is provided to the Union in accordance with Article 20. If additional information regarding a specific temporary employee situation is reasonably required, such as assignment history, specific reasons for engagement, etc., a request should be made at least two weeks prior to the meeting. Advance conversation between the co-chairs regarding the specific issues and corresponding information required is encouraged to identify data needed to facilitate committee discussions.

See Article 27.5.4(a) regarding the National Joint Temporary Committee.

¶

EMPLOYMENT STATUS

27 EMPLOYEE STATUS

27.1

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

27.2 The Corporation is committed to maintaining a permanent workforce and recognizes the value that permanent employees provide. However, the Parties also appreciate the need for a level of additional flexibility in how employees are engaged.

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

Permanent and Non-Permanent Employees

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

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

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

Temporary Employees

27.5

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

Appendix S outlines the guiding principles concerning the engagement of employees on a temporary basis.

Temporary employees may request unpaid authorized leave/absence. If the employee is engaged and is, or would have been, scheduled for the requested period, unpaid leave will not be unreasonably withheld. If authorization is denied, the employee will be given the reasons in writing.

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

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

Program Development Projects:



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

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

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

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

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

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

27.5.1

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

27.5.2

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

27.5.3

Whenever a temporary employee has been employed on a continuous basis in the same position for eighteen (18) or more months ~~he/she/they~~ will be converted to permanent status. In the case of extended Parental Leave backfill or any resulting chain of backfill, conversion may not occur at eighteen (18) months if it is determined there is no ongoing work in the same position. In the case of LTD backfill, the conversion period will be twenty-four (24) months.

27.5.3(a)

For the purposes of determining a temporary employee's eligibility to convert to permanent status under the provisions above, time spent in the same position, as opposed to classification, will be included. Authorized absence (including absence without pay) leave and/or time spent on a temporary upgrade or lateral assignment from the same position will be included, until the employee is converted to permanent status or until the underlying temporary assignment ends. Upgrades or assignments for this purpose are deemed to be those provided through the assignment process and exclude positions that have been posted and/or positions for which the temporary employee has applied and been

accepted. In addition, a break of one week or less for the purpose of this clause does not constitute a break in service.

27.5.3(b)

In cases where a temporary employee is hired on a continuous basis for twenty-four (24) months in multiple positions, the Corporation and the Union will review the situation at the appropriate committee to see if there is a foreseeable pattern of work. Where that is the case, the employee will be hired on a contract for up to one (1) year. There is the possibility of renewal presuming the work continues.

27.5.3(cb)

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

27.5.4

At the time of hiring, temporary employees will be advised of the terms of their engagement (including classification, salary and start and end date) which may be on a regular or per occasion basis. ~~Special efforts will be made to ensure that~~ Short-term temporary employees **will** be provided on-boarding material **and a dedicated contact person** within a month of their initial employment. Information regarding temporary employees will be provided to the Union on a monthly basis in accordance with Article 20 (Information to the Union).

27.5.4(a)

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

A National Joint Temporary Committee will be established. The National Joint Temporary Committee's purpose is to provide expert guidance and consultation to Local Joint Committees or Local Temporary Committees (as applicable) to help facilitate problem-solving and creative solutions. The Parties agree that local solutions to local problems should be encouraged.

The first order of business for the National Joint Temporary Committee is to determine its methodology based on the Statement of Principles in Article 17.6 and to establish its own terms of reference, including meeting frequency and schedule.

The National Joint Temporary Committee will meet at least four times per year, unless the Parties otherwise mutually agree.

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

27.5.5



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

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

When a short-term temporary employee is engaged to work in more than one position, placement on the appropriate step will take into consideration past experience and salary for positions worked. The employee's salary for the position in the higher pay band will not be less than the salary for the position in a lower band without exceeding the top step of the higher pay band.

27.5.6

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

27.5.7

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

27.5.8

Temporary employees will be scheduled and assigned in a manner consistent with the position they are engaged to fill. They will normally be engaged for a full shift. However, they may be engaged for less than a full shift for legitimate operational needs such as backfilling for part time employees or backfilling for less than a full shift for partial days of annual leave or sick leave.

27.5.9

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

27.5.10

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

27.5.11

Long-Term Temporary Employees

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

- a. Subject to any restrictions contained in various benefit plans, the Collective Agreement or legislation, enjoy the benefit plans related to this Collective Agreement, prorated for time worked;

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- b. Not have to re-qualify for supplementary health benefits if they are re-engaged within a thirteen (13) week period following their previous engagement, subject to the provisions of the plan.
- c. The payment of Short Term Disability is based on continuous service. However, STD benefits shall not have the effect of extending the temporary employment beyond its scheduled termination date.

All Long-Term Temporary employees will receive an amount in lieu of pension equivalent to the Corporation's current service cost contributions to the pension plan. Should the employee meet the Corporation's pension plan eligibility criteria and opt to join the plan, any compensation paid in lieu of pension shall cease upon the employee enrolling in the Corporation's pension plan.

Short-Term Temporary Employees (formerly casual employees)

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

- a. Subject to any restrictions contained in various benefit plans, the Collective Agreement or legislation, enjoy the benefit plans related to this Collective Agreement. Benefits will commence no later than 4 weeks following the qualification period and will continue as long as the employee works 58 straight time hours in each bi-weekly pay period. Employees will be notified in writing when benefits will commence. Salary-based benefits will be based on a fixed amount;
- b. The criteria of working fifty-eight (58) straight time hours in each bi-weekly pay period will determine the eligibility for benefits in the following pay period provided that time cards are submitted on time. In the event that time cards are submitted late resulting in loss of benefits eligibility in the following pay period, benefits eligibility will be reinstated provided that the time cards are submitted no later than the next 2 pay periods. The appropriate pay revisions would be applied.
- c. Not have to re-qualify for the benefits plans if they are reengaged in a CMG position within a thirteen (13) week period following their previous engagement, subject to the provisions of the plan. For clarity, any CMG employee with benefits will not need to re-qualify if they are engaged within the following thirteen (13) weeks provided they work a minimum of fiftyeight (58) straight time hours within a bi-weekly pay period upon their return. Benefits will continue thereafter for each biweekly pay period in which they have worked a minimum of 58 straight time hours. Paid and unpaid authorized absences and statutory holidays will be included in the hours required for qualification and maintaining benefits;
- d. Since these employees will be deemed to have continuous service of 13 weeks for benefits purposes, the STD entitlement is 10 days at 100% and 75 days at 66 2/3% at the salary of the last position occupied by the employee before proceeding on sick leave during the period they had been assigned to work.
- e. Employees who do not qualify for benefits will receive an amount equal to twelve-and-a-half percent (12.5%) of their salary as per article 27.5.9.

Employees who qualify for benefits will receive an amount in lieu of pension equivalent to the Corporation's current service cost contributions to the pension plan. Statutory holidays will be included as part of the 29-hour qualification period.

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

27.5.12

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

27.5.13

In the event a temporary employee is released prior to the agreed term, ~~he/she~~**they** will receive **at least** two (2) weeks' notice or pay in lieu of notice **in accordance with the Canada Labour Code**.

27.5.14

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

27.5.15

The following Articles do not apply to temporary employees:

Article 30 Freelancers

Article 46-52 Workforce Adjustment articles

Article 61 Time Off in Lieu (**with the exception of long-term temporary employees**)

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

~~See Appendix S: Temporary Employees: Guiding Principles~~

Contract Employees

27.6

Corporation may also engage employees on a contract basis.

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

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



In addition, the Corporation may hire, on contract, employees who have reached twenty-four (24) months of continuous service on temporary status in accordance with Article 27.5.3(b).

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

27.6.1

At the time of hiring, contract employees will be provided with a letter of engagement or contract which will include the classification in which the employee is to work, the salary level, and the start and end of the engagement. A copy will be provided to the Union no later than ten (10) days after the engagement. Contracts will be for a minimum duration of thirteen (13) weeks.

Each contract will include information regarding the employee's rights to conversion to permanent status in accordance with Article 27.6.3.

27.6.2

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

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

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

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

27.6.3

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

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

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

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

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

27.6.4

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

27.6.5

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

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

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

27.6.6

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

27.6.7

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

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

~~27.6.8~~

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

27.6.89

The following Articles do not apply to contract employees:

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

27.6.910

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

Community Talent Development

27.7

~~External candidates may only be engaged for the clear purpose of training, development and the acquisition of work experience. This term of employment will not extend beyond one year except where the parties mutually agree.~~

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

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

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

27.7.1

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

27.7.2

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

27.7.3

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

27.7.4

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

27.7.5

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

27.7.6

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

27.7.7

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

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

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

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

27.7.8

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

27.7.9

In the event a CTD employee is released prior to the agreed term, he/she/they will receive at least two (2) weeks' notice or pay in lieu of notice in accordance with the Canada Labour Code.

27.7.10

The following Articles do not apply to CTD employees:

Article 30 Freelancers

Article 46-52 Workforce Adjustment articles

Article 61 Time Off in Lieu (with the exception of long-term temporary employees)

Resignation

27.8

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



Article 61: Time Off In Lieu

61.1

Subject to making intentions known on a time record, an employee (including a long-term temporary employee) may elect to accumulate overtime hours and take in each fiscal year leave in lieu of pay for work performed beyond the scheduled work day, on a scheduled day-off or holiday converted to basic hours.

61.1.1

An employee has the right at any time to request payment for leave payable at the rate it was originally earned.

61.1.2

Such accumulated time may be taken off at times mutually agreeable to the employee and the Corporation.

61.1.3

Lieu time will be earned from June 1st to May 31st of the following year. Lieu time earned during this period must be taken by the end of August. When the employee has not taken the lieu time as described above such lieu time will be paid out in September at the rate it was earned.

61.1.4

When long-term temporary (+13) status ends, any remaining lieu time will be paid out to the employee.

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69.9.1 Supplementary Benefits Plan (SBP Plan)

The Corporation's Supplementary Benefits Plan (SBP) is dependent on the employee's receiving Employment Insurance (EI) Benefits or Québec Parental Insurance Plan (QPIP) Benefits. As a result, the fifteen (15) weeks of Maternity, or ten (10) weeks of Co-parent or Adoption SBP payments cannot start until EI or QPIP Benefits begin. SBP payments equal to the difference between EI Benefits or QPIP Benefits and ninety-three per cent (93%)* of salary will be paid for the two (2) weeks immediately preceding the fifteen (15), or ten (10) weeks, which are paid at eighty percent (80%) of the employee's weekly salary.

*The first week at a full 93% assume that the EI 1-week waiting period has not already been satisfied by the other parent. If the 1-week waiting period has already been satisfied by the other parent, then it is two (2) weeks SBP payment of an amount equalling the difference between normal EI Parental Benefits and 93% of the employee's salary. Since there is no waiting period for QPIP benefits, in these cases the first two (2) weeks of the SBP will be an amount equalling the difference between QPIP Benefits and 93% of the employee's salary. The CBC will require proof of EI and/or QPIP Benefits.

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

In the case of permanent part-time employees, please refer to the *Rule on Parental Leave*, pro-rated as applicable to reflect the employee's actual base hours paid within the previous 52 weeks excluding overtime.

Note: Maternity Leave Employment Insurance benefits cannot begin until twelve (12) weeks before the expected birth week and there is a one (1) week waiting period. Québec Parental Insurance Plan (QPIP) Benefits cannot begin until sixteen (16) weeks before the expected birth week. Note: Co-parent Leave can only begin the first (1st) Monday following the birth of the child

WRC
off

APPENDIX R: ENGAGEMENT OF EMPLOYEES ON CONTRACT

Statement of Principles:

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

Normally no classification may be hired entirely as contract.

Contract employment is a valid part of the employment model to permit management flexibility, but under defined conditions. This includes the continued engagement of temporary employees who have worked in multiple positions for twenty-four (24) months of continuous service in accordance with article 27.5.3 (b). ¶¶

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

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

When a permanent employee fills an ongoing contract opportunity as per the "specific circumstances" classifications in Schedule "A" of this Appendix the position will be considered to be permanent.

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

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



APPENDIX S: TEMPORARY EMPLOYEES

Guiding Principles:

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

Temporary employees are primarily for backfill.

Temporary employees will normally be engaged to fill positions occupied by permanent full time or part time employees who are on leave from the workplace for a variety of reasons (e.g., approved leaves, absences and secondments).

Temporary employees may be used in a period where a posting of a vacant position is in process or is being assessed (e.g. because "job design" may be in flux) – both should have a reasonable time limit (6 months). There may be exceptions, which will be discussed with the Union.

Temporary employees can be hired in addition to existing staff for the purpose of dealing with a "special situation" requiring the additional resources and/or unique skills not readily available within the normal staff complement, for a defined period of time. (e.g., elections, major sporting events, program development projects, etc.) In other words, where there is no "special situation" additional temporary employees should not be engaged. It is recognized that the term "special situation" could refer to other projects or activities not necessarily of the same major scope as an elections or Olympics. These "special situations" may refer to events of regional or local significance requiring exceptional coverage. However, ~~efforts should be made to ensure~~ the term "special situation(s)" ~~will~~ **will not be** undermined by broadening its intent. Such situations should be unique and not a regular part of the daily business.

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

Terms such as "special situation(s)" and "excessive work" will mean those unusual or unique situations beyond the normal work demands.

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

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

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

Programme, Project and Professional Development:

Temporary employees can be hired to backfill existing permanent full time or part time employees who are seconded or temporarily re-assigned for the purpose of professional development in an enterprise outside ~~their/their~~ normal duties such as programme or project development (e.g., Radio's 2008 summer schedule). Such situations should have a specific duration (normally 1 year) and be followed by a review process.



Temporary employees can also be hired as a direct part of the programme development process. Such situations should have a specific duration. (Less than 13 weeks or maximum of six months).

Temporary employees can be hired for programmes/projects that run less than 13 weeks.

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MEMORANDUM OF SETTLEMENT

BETWEEN:

Canadian Broadcasting Corporation
("CBC")

- and -

The Canadian Media Guild
("CMG")

(Collectively the "Parties")

WHEREAS CBC and CMG are parties to a collective agreement with a term of April 1, 2019, to March 31, 2024 (the "Collective Agreement");

AND WHEREAS the Parties are currently negotiating a renewal collective agreement;

AND WHEREAS CMG filed policy grievance NAT2023-01 (the "Grievance") alleging that the implementation by CBC of the Human Resources Information System ("HRIS") Workday caused certain breaches of the Collective Agreement, which CBC denies;

AND WHEREAS the Parties agree that it is a management right to implement a HRIS but wish to address and resolve the Grievance through a collaborative approach;

NOW THEREFORE the Parties agree on a without prejudice or precedent basis as follows:

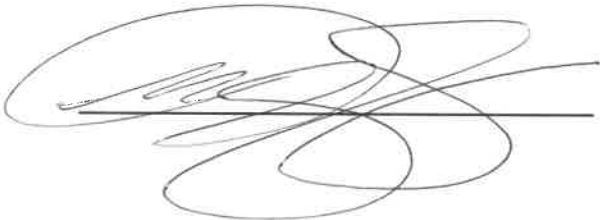
1. The preamble forms an integral part of this agreement. This Settlement will fully and finally conclude all claims related to the Grievance and any other issues, claims, or complaints the CMG currently has with respect to policy grievance NAT2023-01. This settlement is on a without prejudice and precedent basis to all other matters between the parties. However, nothing herein precludes CMG from filing future grievances alleging breaches of the collective agreement as a result of Workday.
2. Effective June 1, 2024 and for one (1) year thereafter, the Parties will convene on a monthly basis, unless the Parties otherwise mutually agree, to engage in discussions concerning the ongoing implementation and stabilization of Workday.
3. This joint CBC and CMG Workday Committee will consist of no more than three (3) representatives from each party and determine its processes and protocols. The Parties may mutually agree to invite subject matter experts, as appropriate.
4. The mandate of the Workday Committee is to promote understanding of Workday challenges and issues through information exchange and to foster potential resolution

through collaboration. Accordingly, the CMG will identify and prioritize issues of concern to its members while CBC will share the stabilization roadmap and timelines and other relevant information as deemed relevant by the Parties. For reference, attached is the Statement of Principles ("Appendix A") the Parties agreed to at bargaining.

5. Effective on or around June 1, 2025, and with mutual agreement, the Parties will evaluate the necessity of continuing the Workday Committee.

The Parties have signed in King City this 8 day of the month of Feb 2024.

FOR THE CANADIAN MEDIA GUILD

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FOR THE CORPORATION

A smaller, more compact handwritten signature in black ink, consisting of several loops, positioned above a horizontal line.

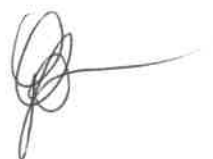
APPENDIX A

Statement of Principles: Port Credit Bargaining Session #6 between CBC and CMG

Process Modernization

The parties agree that:

- 1) Ensuring alignment with the CBC/CMG collective agreement within the current Human Resources Information System ("HRIS") demonstrates the commitment to honouring the terms established by the Parties.
- 2) The Corporation commits to ensuring staff are remunerated accurately. Any potential compensation issues are resolved in a timely manner, and future errors are minimized. This in turn will enhance employee trust in the Corporation's HRIS.
- 3) Providing tools, mechanisms and adequate support ensures employees have clarity and can quickly and effectively navigate the current HRIS.
- 4) We all prioritize the user experience of the Corporation's HRIS beyond pay-related aspects. We commit to timely and respectful issue resolution, acknowledge continuous improvement, and foster transparency to build trust among all stakeholders.
- 5) Transparency with respect to employee information is key to fostering trust in the Corporation and its HRIS. Information is collected, stored and retained in compliance with applicable legislation.



Memorandum of Agreement

Between:

Canadian Broadcasting Corporation
("CBC")

-and-

The Canadian Media Guild
("CMG")

(Collectively the "Parties")

The Parties have discussed the following collective agreement language regarding process modernization:

Article 61: Time Off In Lieu


Article 68.5: Scheduling Annual Leave

The Parties have agreed to the collective agreement revisions attached hereto as "Appendix A".

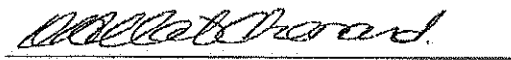
The Parties agree that nothing is agreed until everything is agreed, therefore this MOA is an agreement in principle only.

Signed at King City, Ontario this ^{8th @ All} day of February 2024

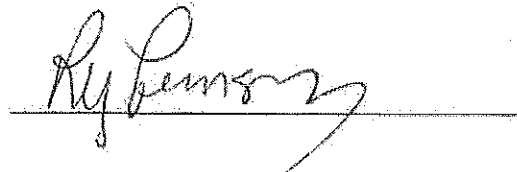
For the CBC:



For the CMG:



Mediator:



Time Off In Lieu

61.1

Subject to making intentions known on a time record, an employee (including a long term temporary employee) may elect to accumulate overtime hours ~~and take in each fiscal year~~ **leave** in lieu of pay for work performed beyond the scheduled work day, on a scheduled day-off or on a holiday converted to basic hours.

61.1.1

An employee has the right at any time to request payment for leave payable at the current base salary rate ~~it was originally earned~~. For clarity, this payment shall be at the employee's rate of pay in effect on the date of the payment.

61.1.2

Such accumulated time may be taken off at times mutually agreeable to the employee and the Corporation.

61.1.3

Lieu time ~~is will be~~ earned from June 1~~st~~ to May 31~~st~~ of the following year. Lieu time earned during this period must be taken by the end of August. When the employee has not taken the lieu time as described above such lieu time will be paid out in September at the current base salary rate ~~it was earned~~.

61.1.4

When long-term temporary (+13) status ends, any remaining lieu time will be paid out to the employee.

Scheduling Annual Leave

68.5

Vacations shall be arranged according to Continuous Service with vacations to be taken, operational requirements permitting, at any time chosen by the employee, within the fiscal year, except that the employee shall not be compelled to take holidays outside the period between May 15th to October 31st. Employees taking their vacation between May 15th and October 31st shall indicate their preference prior to April 1st and vacation schedules shall be posted no later than ~~May 1st~~ April 30th. Employees taking their vacation after October 31st shall indicate their preference not later than ~~September 30th~~ October 1st and vacation schedules shall be posted no later than ~~November 1st~~ October 31st. Employees should also indicate statutory holidays, weekend before and after, as part of vacation requests. Failure to indicate the employee's choice of vacation period within the set time limits may result in the employee's loss of vacation preference based on seniority.

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Memorandum of Agreement

Between:

**Canadian Broadcasting Corporation/Radio-Canada
("CBC")**

-and

**Canadian Media Guild
("CMG")**

(Collectively the "Parties")

WHEREAS during the 2023/2024 negotiations between the Parties for a renewal collective agreement, the Parties reviewed a number of existing auxiliary agreements (e.g., Letters of Understanding and Memorandums of Agreement);

AND WHEREAS this review was undertaken to determine the status of each agreement;

AND WHEREAS the Parties wish to categorize the auxiliary agreements to ensure a common understanding about their status and placement;

NOW THEREFORE the Parties have agreed as follows:

1. Only the following new auxiliary agreements will be appended to or incorporated into the renewal collective agreement:

[New LOA] Content Leadership - Producer's Authority

[New LOA] Medical Appointments For Employees Only (Not Intended For Dependents/Immediate Family Members)

[New Article 43.1.3] Employee Related Expenses and Reimbursements - Passports

2. The following documents are archived (e.g., no longer in effect):

MOS - Temporary Employee Grievance (June 2008)

MOA - National Joint Trust Fund (Feb 19, 2015)

MOA - Application of JE Retroactivity (Dec 1, 2005)

MOA - Diversity and Inclusions (Dec 1, 2017)

MOA - Use of Smartphones (Oct. 23, 2015)

MOA - Radio on TV (Nov 2, 2016)

MOA - Non-Permanent Workforce: Temporary Employees (January 18, 2019)

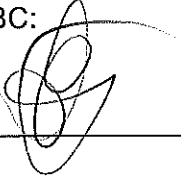
3. The following auxiliary agreements are currently in operation and are not appended to the current Collective Agreement:

MOA - Relocation (Feb. 11, 2019)
LOC - Senior Reporter Classification (2014)
Terms of reference for local joint temporary review committees (January 18, 2019)
MOA - Mandatory Training (June 16, 2023)
MOA - Rules of Engagement (May 23, 2023)
MOA - Orientation (June 7, 2023)
MOA - Related to surplus sharing under the CBC Pension Plan and cost management under the CBC Supplementary Health Care Plan (May 22, 2009)
MOA - Night Shift Differential (June 28, 2021)
MOA - To Include SCRC into Pension Sharing (June 2023)

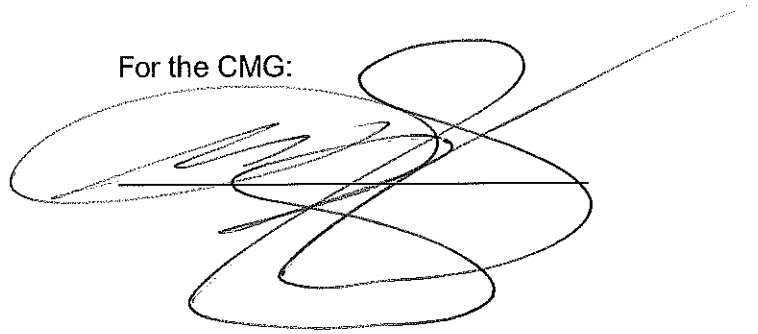
4. The following documents will be updated and thereafter renewed, but will not be appended to the renewal collective agreement:
 - MOS - Commitment for CMG to allow IT to use Outside Agencies (Oct 24, 2002)
 - Job Evaluation Guide (December 2016)
5. The Parties have agreed to the amendments attached hereto as Appendix "A".
6. The Parties agree that this Memorandum of Agreement shall not form part of the Collective Agreement, except where otherwise stated, and shall remain in force as long as the current Collective Agreement remains in force or as stated.
7. **The parties agree to create a standing committee for the life of the collective agreement (No later than September 30, 2024), that will work to identify all active MOA's not covered by this memorandum. If a dispute arises about whether an MOA revealed by this process is in force, the parties agree to hold the MOA in abeyance and will be discussed during the next round of negotiations.**
to SLJ
8. This MOA will remain in force for the duration of the renewal collective agreement and expire immediately thereafter.
9. The Parties agree that nothing is agreed until everything is agreed, therefore this MOA is an agreement in principle only.

10. Upon ratification, Point 9 of this MOA will cease to be in force.

Signed at Port Credit, Ontario, February 23, 2024
For the CBC:



For the CMG:



Mediator:



APPENDIX "A"

[Note to draft: new Letter of Agreement on Content Leadership - Producer's Authority to be added as follows:]

LETTER OF AGREEMENT - Content Leadership - Producer's Authority

Context:

It is clear that the process of editorial production at the CBC is a partnership, with bargaining unit and management people working together to achieve our programming goals and within the context of the Collective Agreement. We value this.

This document clarifies that partnership.

Principles:

- There is recognition that news and information programming is undergoing transition. Therefore, it's important to develop and define a work model that reflects the overall strategy of the business, with appropriate roles for management and unionized employees.
- There is recognition of the value of a productive partnership between Managing Editors/News Directors/Chefs, Services Français and Producers.
- There is recognition of the importance of clarity in the relationship between Managing Editors/News Directors/Chefs, Services Français and Producers.
- There is recognition that some work is performed solely within a role and some work is performed together.
- Mutual respect is key to the relationship between Managing Editors/News Directors/Chefs, Services Français and Producers.
- Management has responsibility for the overall news strategy.
- Management has a role to play in coordinating the news agenda to meet that strategy.
- The contribution of Executive and Senior producers is key to the success of the organization.
- There is no intent to diminish the roles of producers as identified in job descriptions and postings and as outlined in Article 34, Producers Authority.

What is the intent for Managing Editors/News Directors/Chefs, Services Français? ● The primary focus is to provide clarity on the news strategy and to remove obstacles to the execution of that strategy.

- There is also a role in coordinating the overall news coverage on all platforms. ● There is an emphasis on providing feedback and career development. ● Managing Editors/News Directors/ Chefs, Services Français are responsible for ensuring the conditions exist to allow the execution of the news strategy.

What is the intent for Executive and Senior Producers?

- The primary focus is on editorial decision-making. It's a content mission. ● Executive and Senior Producers are responsible for the execution of the news strategy. ● Executive and Senior Producers are also responsible for some administrative tasks.

What does a partnership look like?

- On a daily basis, producers have the authority to execute the news strategy. That means they are responsible for determining the daily news agenda and treatment, for assignment and for lineup - all within the stated news strategy and under Article 34 - Producers' Authority.
- On a daily basis, managers are responsible for ensuring that the news strategy is being followed, for ensuring adherence to journalistic policy, for ensuring that editorial decisions are legally defensible and for ensuring the necessary resources are made available for producers to do their jobs.

The Parties have agreed, should future issues arise, if necessary, to meet with the intention to jointly discuss and develop addendums or supplemental documents in an effort to provide additional clarity.

[Note to draft: New Letter of Agreement on Medical Appointments to be added as follows:]

**LETTER OF AGREEMENT: MEDICAL APPOINTMENTS FOR EMPLOYEES ONLY
(NOT INTENDED FOR DEPENDENTS/IMMEDIATE FAMILY MEMBERS)**

Where possible, employees should arrange their medical and dental appointments outside their scheduled hours of work. Where this is not possible, in conjunction with their manager, the employee should arrange their medical and dental appointments in a manner that supplies the least disruption to the operation and with as much notice as possible (e.g. the beginning or end of their shift or less busy period etc.).

It is up to Management's discretion whether or not to authorize leave with pay for medical and dental appointments and the leave will not be unreasonably withheld. These appointments will be treated as authorized leave with pay and employees will not be required to take annual leave. Alternate arrangements may be made for recurring appointments in conjunction with Disability Management. All authorized leave with pay for medical and dental appointments will be coded using the medical appointment time code.

An employee who is required to work beyond their scheduled shift to complete an assignment because of the authorized absence shall not receive any overtime or penalties for the period of time equal to the authorized absence.

The Parties agree that this Letter of Agreement shall only remain in force as long as the current Collective Agreement remains in force or until such time as the Corporation notifies the Union of a change.

[Note to draft: The following language is to be added to Article 43 with respect to Employee Related Expenses and Reimbursements - Passports]

43.1.3

A passport shall not be considered a job requirement for Canadian based positions. The Corporation does not pay for passports and/or passport renewals for Canadian based positions.

If an assignment requires international travel and the employee is required to renew their passport in order to perform the assignment, then the Corporation will authorize compensation for the required document.

[Note to draft: The following revision will be made to the Job Evaluation Guide]

CBC/CMG – Job Evaluation Guide

JOB EVALUATION

1. What is Job Evaluation (JE)?

Job Evaluation is a process used to establish the relative value of classifications within an organization to ensure that its employees are fairly compensated. The first step is to describe the skills and duties required within a classification. Each classification is then evaluated on the basis of the skill, effort, responsibility and working conditions inherent in the classification. It is the classification that is being rated, not individuals that are in the classification. Job Evaluation is classification based – not individual based.

Once classifications are evaluated and ranked, classifications of similar value are grouped into pay bands and salary scales are established for them. **Any applicable requirements of the federal *Pay Equity Act* are deemed to be incorporated by reference into this Guide.**

~~Federal legislation~~

~~on Pay Equity requires that an employer have a job evaluation process in place.~~ It is important to note that our Job Evaluation plan was not designed to measure or place a value on workload (quantity of work) or market rates.

[...]

[Note to draft: The Parties agree that MOA - Use of Smartphones (Oct. 23, 2015) is archived and no longer in force. The Parties will maintain the following guidance document on Use of Smartphones.]

Guide for Use of Smartphones for Journalism at CBC

1. A Reporter/Editor* who is assigned to have primary responsibility for gathering the media elements of the story, in addition to writing and reporting the story, will be considered to be working as a Band 10 Video Journalist.
 2. A Reporter/Editor* who gathers incidental media elements or short bursts of content (e.g. an announcement or top of a press conference) will not be considered to be working as a Band 10 Video Journalist.
 3. The determination of whether or not an upgrade applies will be made at the time of the assignment, following established guidelines, or after consultation with the assignment desk during an assignment.
 4. Reporter/Editors* cannot assign these duties to themselves.
 5. When the assignment to VJ work is on a per occasion basis, the employee will be paid the Temporary Upgrade of \$25 per shift, as per Article 38.2 of the Collective Agreement.
 6. When the assignment to VJ work is more than four weeks in duration, the employee will be compensated at the higher salary level, as per Article 38.3 of the Collective Agreement.
 7. The CBC will ask assignment producers to keep a record of upgraded assignments that fall under this agreement.
 8. The CMG will instruct its members to track their own upgraded assignments that fall under this agreement.
 9. The CBC and CMG will commence a review of the roles and duties of Reporter/Editors, including all functions they are now required to perform in delivering content to all platforms.
- *Can also be an Associate Producer or other employee whose classification is below Band 10.

[Note to draft: The Parties agree that all previous MOAs - Commitment for CMG to allow IT to use Outside Agencies are archived and no longer in force. The Parties agree to the following new MOA.]

MEMORANDUM OF AGREEMENT
BETWEEN:

Canadian Broadcasting Corporation
("CBC")

-and

The Canadian Media Guild
("CMG")

(Collectively the "Parties")

During the 2023/2024 contract negotiations, the Parties reviewed the "MOS on IT Use of Outside Agencies, dated February 15, 2019" and have agreed that the document is no longer in force. The Parties have agreed as follows within T&I, and Expertise Centre, Desktop Support Specialists, Regional Computer Support Representatives, User Technology Support Specialists, and Telecom Network Support Representatives:

1. T&I will continue to use outside agency workers for specific periods of up to 13 weeks. If an individual is still being used continuously by CBC after that period of time, then the individual will be hired as contract or temporary, as appropriate. In the event that the position is more than six (6) months duration, as per article 36.1, the position will be posted. In terms of employment status, the 13 week period during which the individual was employed by an outside agency will not count for CBC continuous service or any other purpose. In other words, the first day of CBC employment will be the date of their continuous service.
2. T&I, Expertise Centre will undertake to provide reports every 3 months to the union identifying outside agency employees who had been engaged in the last 3 months at CBC. It is understood that reports will only be issued if there has been an engagement of an outside agency worker in the last 3 months.
3. The Parties agree that this Memorandum of Agreement shall not form part of the Collective Agreement, and shall only remain in force as long as the current Collective Agreement remains in force.

Dated February 23, 2024

~~[Note to draft: The Parties agree that all previous MOAs – Non-Permanent Workforce: Temporary Employees are archived and no longer in force. The Parties agree to maintain the following guidance document.]~~

~~Terms of reference for local joint temporary review committees~~

- ~~• Temporary review may be a standing item on the local joint committee agenda. In larger centres, a separate temporary review subcommittee may be warranted.~~
- ~~• Information on temporary employees is provided to the Union in accordance with Article 20 of the Collective Agreement. If additional information regarding a specific temporary employee situation is reasonably required, such as assignment history, specific reasons for engagement, etc., a request should be made at least two weeks prior to the meeting. Advance conversation between the co-chairs regarding the specific issues and corresponding information required is encouraged to identify data needed to facilitate committee discussions.~~

~~The Committee's work may include:~~

- ~~• Providing visibility and a forum for communication regarding temporary employees and resolving, where appropriate, local concerns related to the temporary employee provisions of Article 27.~~
- ~~• Discussing any concerns or questions regarding specific temporary employees.
Examples may include:
 - ~~○ Reason for engagement~~
 - ~~○ Status~~
 - ~~○ Duration in position~~
 - ~~○ Work history of long-service temporary employees as required~~~~
- ~~• Discuss opportunities that may exist locally to create more certainty for temporary employees, where operationally possible. Some examples may include identifying longer term opportunities, using a position to meet multiple backfill needs within a team, part-time positions, or other options.~~

~~Local agreements are without prejudice. Nothing in this guideline supersedes the collective agreement, including but not limited to Articles 1 and 27.~~

Memorandum of Agreement

Between:

**Canadian Broadcasting Corporation/Radio-Canada
("CBC")**

-and-

**Canadian Media Guild
("CMG")**

(Collectively the "Parties")

Re: Artificial Intelligence

WHEREAS the Parties are currently engaged in negotiations for the renewal of a collective agreement;

AND WHEREAS the Parties initiated discussions concerning Artificial Intelligence ("AI");

NOW THEREFORE the Parties agree on a without prejudice or precedent basis as follows:

1. The Union and the Corporation agree to make AI a standing item that will be discussed at each National Joint Committee meeting unless otherwise mutually agreed.
2. The Parties agree that subject matter experts will be made available to attend National Joint Committee meetings where the subject of AI is a topic for discussion. If necessary, the Parties can determine whether an AI subcommittee is required in order to facilitate focused and informed discussion on issues related to those technologies and their actual or potential impact on bargaining unit work.
3. The Corporation will require the express permission of employees to recreate or alter their likenesses using AI for any purpose.



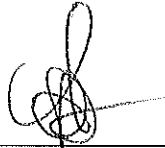
4. The Parties agree that this Agreement shall not form part of the Collective Agreement

The Parties have signed in Port Credit this 24th day of the month of February 2024.

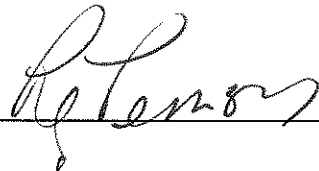
FOR THE CANADIAN MEDIA GUILD



FOR THE CORPORATION



MEDIATOR



Memorandum of Agreement

Between:

**Canadian Broadcasting Corporation/Radio-Canada
("CBC")**

-and-

**Canadian Media Guild
("CMG")**

(Collectively the "Parties")

Re: Isolated Locations - Medical Travel Costs

Any employee living in an isolated location as defined in the *Rule on the Isolated Locations Program* who otherwise meets the eligibility criteria as set out there, may submit expenses for non-elective medical travel through the Special Assistance Fund ("SAF"). To the extent that government medical travel assistance programs may not fully cover expenses for such medical travel, employees may apply to the SAF to request reimbursement for any remaining eligible expenses, up to their individual lifetime maximum (i.e., \$12,500 for the employee and an additional \$12,500 for each eligible dependent as defined by the plan).

No later than May 1, 2024, the Corporation will remind all CMG members living in isolated locations of the availability of the above program, and that their applications will be considered by the SAF Committee despite the wording of some current documentation.

The CMG and the Corporation agree that the documentation relating to the SAF application form, guidelines, coverage sheet, and iO communication/FAQ's require an update to reflect the above. CMG and CBC will request the SAF sub-committee to make the necessary amendments subject to any conditions considered necessary by the SAF sub-committee. Once completed, the SAF sub-committee will request approval of these changes from the Consultative Committee on Staff Benefits (CCSB).



CMG will create a fund for the purpose of providing emergency monies to employees requiring assistance to pay medical travel costs. The CBC will pay CMG a one-time amount of \$15,000, no later than September 15, 2024, towards the above mentioned fund. CMG will have sole responsibility for the administration of the fund.

Signed at King City, Ontario, February 9, 2024

For the CBC:



For the CMG:



Mediator:



AVERAGING AGREEMENT

BETWEEN:

**Canadian Broadcasting Corporation
("CBC")**

– and –

**The Canadian Media Guild
("CMG")**

(Collectively the "Parties")

The Parties agree that due to the unique nature of the media industry, some work at CBC/Radio-Canada can be unpredictable and often necessitates the irregular distribution of the hours of work of an employee. The Parties also recognize the spirit and intent of Part III of the *Canada Labour Code* regarding maximum hours of work.

Therefore, in accordance with PART III of the *Canada Labour Code* and the *Canada Labour Standards Regulations*, the Parties agree to enter into the following Agreement that allows for the averaging of the hours worked by employees over a period of twenty-six (26) weeks.

It is the understanding of the Parties that this Agreement is only with respect to calculating the maximum number of hours of work as provided for under the *Canada Labour Code*. Averaging will not affect the entitlements to, or calculation of, overtime pay under the Collective Agreement. The provisions related to Hours of Work and Overtime contained in the Collective Agreement will continue to apply.

The maximum hours of work of an employee shall not exceed 1,248 hours over a twenty-six (26) week period. Employees are not required to work the maximum hours permitted under this Agreement nor should they feel compelled to do so. Further, the Parties agree that it is not the intent of this averaging agreement to negatively affect short-term temporary employees, accordingly, a short-term employee without a term of employment will not be subject to averaging.

Accurate and timely reporting of employees' hours worked is mandatory; accordingly, employees are expected to submit accurate time cards in accordance with Article 58.7. The Corporation will monitor hours worked to ensure the maximum hours noted above are not exceeded, and will provide quarterly updates to the union at the National Joint Committee. In addition the parties may discuss any specific areas of concern.

The Parties acknowledge that there may be assignments that include significant overtime. For such assignments (e.g. breaking news, sporting events, out-of-town assignments, special projects, etc), an

employee or their manager may request a discussion about workload and assignment before, during and/or after the assignment.

Calculations for averaging under this Agreement will be done in accordance with the *Canada Labour Code* and the *Canada Labour Standards Regulations*.

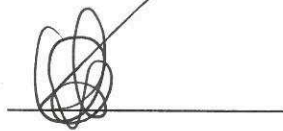
In circumstances other than those described above, the relevant provisions of the Collective Agreement and the *Canada Labour Code* continue to apply.

The averaging periods for the term of this Agreement shall continue to be based on the previous Averaging Agreement dated December 12, 2018, which had its first 26-week period running from February 4, 2019 to August 4, 2019.

This Agreement shall remain in full force and effect during the term of the Collective Agreement beginning April 1, 2024.

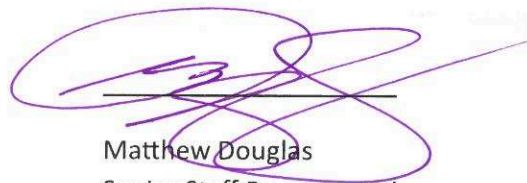
Signed at King City, this 16th day of January, 2024.

For the Corporation



Sandi Tanner
Senior Director, Industrial Relations

For the Union



Matthew Douglas
Senior Staff Representative



MEDIATOR

Memorandum of Settlement

Between:

**Canadian Broadcasting Corporation/Radio-Canada
("CBC")**

-and

**Canadian Media Guild
("CMG")**

(Collectively the "Parties")

Re: Job Evaluation – Retroactivity

WHEREAS the Parties are subject to a collective agreement with a term of April 1, 2019, to March 31, 2024 (the "Collective Agreement");

AND WHEREAS the Parties are in negotiations for a renewal collective agreement;

AND WHEREAS the Parties entered into a Memorandum of Agreement on July 14, 2023, (the "2023 MOA"), regarding issues relating to certain job evaluations that were conducted under Article 55 of the Collective Agreement;

AND WHEREAS as a result of this job evaluation process the Associate Producer ("AP") classification was reclassified from Band 7 to Band 8;

AND WHEREAS the effective date of retroactivity of the Associate Producer reclassification from Band 7 to Band 8 is an issue identified in the 2023 MOA as being in dispute between the Parties and that has been referred to arbitration under Article 16.8 of the Collective Agreement;

AND WHEREAS the appropriate classification of "investigative Associate Producers" and the appropriate classification of Reporter/Editors assigned to a "beat" are also issues identified in the 2023 MOA as remaining in dispute;

AND WHEREAS the Parties wish to resolve certain aspects of the issues in dispute as identified in the 2023 MOA;

NOW THEREFORE the Parties agree as follows:

1. The above recitals are true and form an integral part of this Memorandum of Settlement.
2. Every employee who is employed in the AP classification as of ratification of the collective agreement with an effective date of April 1, 2024 will receive an equal share of the \$325,000.00, payable as a lump sum, less applicable deductions. Any employee in the AP classification on a leave of absence (excluding maternity, parental leave or STD) or in receipt of LTD benefits as of the date of ratification will receive the lump sum payment within two (2) pay periods of their return to their AP position.

3. In exchange for the payment provided in paragraph 2, CMG agrees that the dispute concerning the effective date of retroactive pay for APs is fully and finally resolved. CMG agrees to withdraw the dispute currently before Arbitrator Marilyn Nairn and further agrees not to file any further challenges, disputes or grievances concerning the same dispute. The Parties agree that Arbitrator Nairn is to remain seized in the event of a dispute.
4. The Parties agree that the issue of the appropriate classification of "investigative APs" and the appropriate classification of Reporter/Editors assigned to "beats" may be referred to arbitration in accordance with Article 16.
5. Any reference to Article 16.8 made within Article 55 (Job Evaluation) shall be changed to Arbitration. For clarity, JE disputes will no longer be referred to Accelerated Dispute Resolution and shall be referred directly to arbitration.
6. This MOS is entered into on a without prejudice or precedent basis to any position taken by either party in any matter not expressly dealt with herein.
7. The Parties agree that nothing is agreed until everything is agreed.

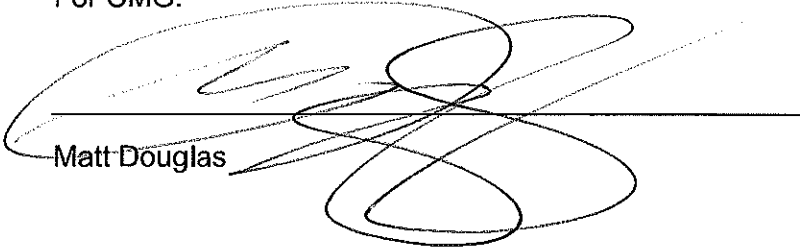
Signed at Mississauga, this 24th day of February, 2024.

For the Corporation:

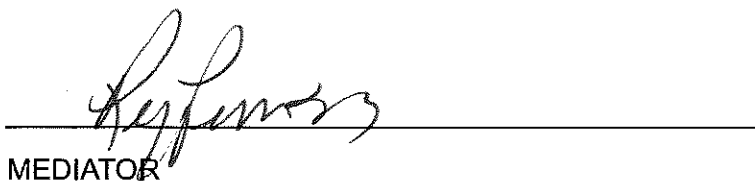


Sandi Tanner

For CMG:



Matt Douglas



MEDIATOR