

CBC (Initial)
6/1/53 - 5/31/54

A G R E E M E N T

CANADIAN BROADCASTING CORPORATION

A N D

CANADIAN WIRE SERVICES GUILD, LOCAL 213,

AMERICAN NEWSPAPER GUILD, (CCL - CIO)

EFFECTIVE JUNE 1ST, 1953, TO MAY 31ST, 1954.

CBC/ANG AGREEMENT

JUNE 1ST, 1953.

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INTRODUCTION

THIS AGREEMENT executed this eighteenth day of September, 1953.

BETWEEN:

CANADIAN BROADCASTING CORPORATION,
hereinafter referred to as "the Corporation",

Party of the First Part,

- and -

THE CANADIAN WIRE SERVICES GUILD,
LOCAL 213, OF THE AMERICAN NEWSPAPER
GUILD (CCL-CIO),
for itself and on behalf of the employees
as defined in Article 1 of this Agreement,
hereinafter referred to as "the Guild",

Party of the Second Part.

ARTICLE 1

DEFINITION OF BARGAINING UNIT

1.1 The Corporation recognizes the Guild as the exclusive bargaining agent for all persons employed in the unit defined by the Canada Labour Relations Board in its decisions of May 26, 1952, and May 15, 1953, as follows:

1.1.1. "comprising employees classified as senior editor (at points where the newsroom is headed by an editor-in-charge), editor, associate editor, news roundup editor, assistant news roundup editor, reporter, news writer, news editor, editor Canadian Chronicle, assistant editor Canadian Chronicle, reporter Canadian Chronicle, editor French section, reporter French section, and copy clerk, and excluding employees classified as editor-in-charge and those above that rank, senior editor (at points having no editor-in-charge), and senior editor (English) Montreal."

1.1.2 "comprising all employees in the News Service engaged in the preparation of news for television, save and except newsreel editors-in-charge and employees above that rank."

ARTICLE 2

EMPLOYEE CATEGORIES

2.1 All employees covered by this Agreement shall be considered full-time employees of the regular establishment except as specifically provided in this article.

ARTICLE 2

EMPLOYEE CATEGORIES (Cont'd)

- 2.2 Before appointment to the regular establishment, a new employee shall be on probation for three months following the start of his employment. This probation period may be extended by not more than three months, and in such cases the Guild shall be notified. During the probationary period, a new employee shall enjoy all benefits of this Agreement. After completing his probation period, a new employee shall enjoy the same security as other employees on the regular establishment.
- 2.3 Temporary and casual employees may be hired as hereinafter provided:
- 2.3.1 A temporary employee is one hired for a period exceeding one month but for a limited time. Except when a temporary is employed for relief purposes the Guild shall be notified as to the nature of the employment and its duration. Temporary employees shall receive all benefits of this Agreement.
- 2.3.2 A casual employee is defined as one hired for relief or emergency purposes for a period not exceeding one month. Casual employees shall receive all benefits of this Agreement, except those depending on length of service.
- 2.3.3 Casual employees shall not be employed where, in effect, such employment would eliminate or displace a regular employee. This shall not require dismissal of any present casual employee.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 It is recognized that the Management of the Corporation, the control of its properties and the maintenance of order on its premises are solely the responsibility of Management.
- 3.2 To conform with the intent of the Canadian Broadcasting Act, nothing herein shall be interpreted to impair or invade the right of the Corporation to determine and effect its own methods and scope of operation, to determine the number of staff required to carry out its operations and to hire them, and to establish policies and standards governing its news presentation.
- 3.3 It is further recognized that the Corporation has the right and responsibility to initiate action effecting the selection of the work forces, dismissal for proper cause, transfer, promotion, or dismissal of employees from duty because of lack of work.
- 3.4 The Management of the Corporation recognizes and agrees that the responsibilities and rights in Section 3.3 above shall be exercised subject to the seniority rules, grievance procedure and all other provisions of this Agreement.

S E C U R I T Y

ARTICLE 4

UNION SECURITY - DUES CHECK-OFF

- 4.1 During the term of this Agreement the Corporation agrees to deduct from the employees' gross monthly basic salary, union dues at the monthly rate defined in Section 4.4 or in accord with any amended schedule as certified to the Corporation by the Guild, as follows:
- 4.1.1 Beginning with the month of October, 1953, for each employee who is a member of the Guild on the date of execution of this Agreement.

ARTICLE 4

UNION SECURITY - DUES CHECK-OFF (Cont'd)

- 4.1.2 Beginning with the first of the month following receipt of notice from the Guild, for an employee appointed prior to the date of execution of this Agreement, who becomes a member of the Guild.
- 4.1.3 Beginning with the first of the month following or coinciding with the date of hiring of every new employee appointed subsequent to the date of execution of this Agreement and employed for at least one calendar month.
- 4.1.4 Beginning with the first of the month following receipt by the Corporation of written authorization from an employee appointed prior to the date of execution of this Agreement, and who is not a member of the Guild.
- 4.2 The said deductions shall be remitted monthly by the Corporation, by cheque, payable in Canada and addressed to the nominee of the Canadian Wire Services Guild, Local 213, of the American Newspaper Guild, not later than the 15th day of the month following said deductions.
- 4.3 The Corporation will at the same time forward to the Guild monthly a statement showing the names of all those in respect of whom deductions have been made and the respective amounts deducted.

4.4	<u>Weekly Rate</u>	<u>Monthly Rate</u>	<u>Monthly Dues</u>
	\$30.00 - 34.99	\$130.00 - 151.99	\$1.75
	35.00 - 39.99	152.00 - 172.99	2.00
	40.00 - 44.99	173.00 - 194.99	2.25
	45.00 - 49.99	195.00 - 216.99	2.50
	50.00 - 54.99	217.00 - 237.99	2.75
	55.00 - 59.99	238.00 - 259.99	3.00
	60.00 - 64.99	260.00 - 281.99	3.25
	65.00 - 69.99	282.00 - 302.99	3.50
	70.00 - 74.99	303.00 - 324.99	3.75
	75.00 - 79.99	325.00 - 346.99	4.00
	80.00 - 84.99	347.00 - 367.99	4.25
	85.00 - 89.99	368.00 - 389.99	4.50
	90.00 - 94.99	390.00 - 411.99	4.75
	95.00 and over	412.00 and over	5.00

ARTICLE 5

UNION SECURITY - POSTING OF VACANCIES AND PREFERENTIAL HIRING

- 5.1 If the Corporation finds it necessary to fill vacancies or requires additional employees within the positions included in the bargaining unit, notice of any vacancy in Group "A" shall be mailed within three days for posting in all newsrooms. The three-day period shall start as of the time the Corporation first becomes aware that the vacancy will occur. Notice of any vacancy in Group "B" in Toronto or in Montreal shall be posted locally where it occurs. An employee who applies for a vacant position in a higher Group shall be given preference over candidates from outside the bargaining unit, provided that in the opinion of the Corporation the applicant has the qualifications for the position.
- 5.2 A copy of such notice of vacancy shall be mailed to the National Office of the Guild at the same time as it is mailed for posting and the Corporation shall consider any candidate or candidates submitted by the Guild. The Corporation may, however, hire any person considered suitable for the job.
- 5.3 The Corporation shall hire employees without regard to sex, creed, race, color or national origin, or past or present employment, provided that permanent employees of the National Service shall be British Commonwealth subjects.

ARTICLE 6

JOB SECURITY

- 6.1 There shall be no dismissal except for just and sufficient cause. An employee shall be given two weeks notice in writing, with a copy to the Guild, in case of dismissal. The reasons for dismissal shall be provided to the Guild in writing if requested. However, the employee may be released immediately with payment of two weeks salary.
- 6.2 There shall be no dismissal as a result of putting this Agreement into effect.
- 6.3 There shall be no dismissal of or other discrimination against any employee because of his membership or activity in the Guild. There shall be no interference or attempt to interfere with the internal affairs of the Guild.
- 6.4 There shall be no imposition of unreasonable duties upon any employee constituting in fact a speedup.
- 6.5 The normal complement of staff shall be maintained during the vacation period or during an extended illness of an employee, unless there is a reduction in the work load on such occasions.

HOURS AND SCHEDULING OF WORK

ARTICLE 7

WORK WEEK AND DAYS OFF

- 7.1.1 The five-day, 40-hour week shall obtain. The two days off shall be consecutive. The work day shall consist of 8 hours falling within 9 consecutive hours.
- 7.1.2 An exception shall be made in the case of Station CBE Windsor where the exigencies of the news operation require a split shift and work on a sixth day each week. To compensate for this, the editor shall be paid a premium of five dollars per week. He shall be available for other assignments, and if the total hours per week exceed 40 hours, he shall be paid at the overtime rate for any such overtime worked.
- 7.1.3 When travelling is on a common carrier between the hours of 8:00 a.m. and 12:00 midnight, local time, full time shall be credited up to and only for the first eight hours of travel.
- 7.1.4 When travel is on a common carrier between the hours of 12:00 midnight and 8:00 a.m. local time, and suitable sleeping facilities are available no credit shall be allowed. For the purpose of this paragraph a single occupancy berth or a seat on a plane is construed to be suitable sleeping facilities. When travel is designated by the Corporation on conveyances which do not have suitable sleeping facilities, full time credit shall be allowed.
- 7.1.5 It is agreed that on out-of-town assignments of seven (7) days or more, Corporation assignments permitting, an employee will take his two (2) consecutive days off each week for the number of weeks he is on the out-of-town assignment.

ARTICLE 8

REDUCED WORK WEEK

8. The work week in which any of the holidays detailed in Article 13.1 occurs shall consist of four days totaling 32 hours for those employees not required to work on the holiday. Work beyond the unit of hours on a day other

ARTICLE 8

REDUCED WORK WEEK (Cont'd)

than the holiday, or beyond 32 hours in four days, shall be paid for at the rate of time and one half, with a minimum of a full day's pay at the rate of time and one half for a fifth shift, in addition to his weekly salary.

ARTICLE 9

OVERTIME

- 9.1 The Corporation shall compensate for all overtime, which is defined as work beyond the unit of hours in the work day, at the rate of time and one half in cash. It shall be computed to the end of the last quarter hour in which work is performed.
- 9.2 All work performed by an employee required to work on his scheduled day off shall be paid at the rate of time and one half, with a minimum of a full day's pay at the time and one half rate, in addition to his regular salary.
- 9.3 An employee required to work on any holiday listed in or arising out of Article 13.1 shall be paid at the rate of time and one half, with a minimum of a full day's pay at the time and one half rate, in addition to his regular weekly salary.
- 9.4 The Corporation shall cause a record of overtime to be kept. Such record shall be made available to Officers of the Guild on request.
- 9.5 The hourly overtime rate shall be computed from the monthly rate in accordance with the following formula:

$$\text{Hourly Rate} = \frac{\text{Monthly Basic Salary} \times 12 \text{ (months)}}{52 \text{ (weeks)} \times 40 \text{ (Hours Work Week)}}$$

- 9.6 Payment for overtime shall be made monthly at the middle of the month and shall cover the weeks ending in the immediately preceding calendar month.

ARTICLE 10

CALL BACK

- 10.1 An employee called back to work after a completed shift shall be credited as of the time of the call with one hour's pay at the straight time rate. For actual working time, the employee shall receive pay for at least one hour, that hour and all time worked beyond one hour to be paid for at the overtime rate.
- 10.2 When an employee is called back to attend a staff meeting after or before a completed shift or on a day off, this shall be considered as a call back and he shall be given time credits in accordance with Section 10.1.

ARTICLE 11

TURN-AROUND PERIOD

- 11.1 The work schedule shall provide for at least a 12-hour interval following completion of any shift before the start of another shift.
- 11.2 No employee shall be required to work both a night shift on the day preceding his regular days off and an early-morning shift on the day following his regular days off.

ARTICLE 12

POSTING OF SCHEDULES

12. Schedules of working hours shall be posted one week in advance of the week for which they apply, provided the schedule may be changed due to illness of an employee or for unforeseen circumstances beyond the Corporation's control.

ARTICLE 13

HOLIDAYS

13.1 The following shall be paid holidays: New Year's Day, Good Friday, Easter Monday, Queen's Birthday, Victoria (Empire) Day, Dominion Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, plus days proclaimed by statute whether federal, provincial or municipal, within Canada or any province or city thereof, when such apply to the area in which the newsroom is located.

13.2 In addition, any other holiday declared as such by the Corporation and granted other employees of the Corporation shall also be given to employees covered by this Agreement.

13.3 Holidays granted by the Corporation in accordance with Section 13.2 shall be compensated in time off or paid for on a straight-time basis at the discretion of Management.

V A C A T I O N S

ARTICLE 14

VACATION CREDITS

14. Leave with pay shall be granted to an employee for the purpose of vacation at the rate of $1\frac{1}{4}$ days for each completed month of service, provided that the total amount of leave granted shall be proportionate to the number of completed months of service rendered in the fiscal year immediately preceding April 1st and provided further that no accumulation of leave shall be credited to an employee before he has rendered six completed months of service.

ARTICLE 15

VACATION SCHEDULING

15. Whenever possible, vacations shall be arranged according to Corporation seniority, but in no event shall an employee be required to take his vacation prior to May 15th or after October 30th. Employees who wish to take their vacations during another season, however, may arrange to do so with the consent of the Corporation.

ARTICLE 16

VACATION - HOLIDAY CREDIT

16. An employee whose vacation time includes a holiday shall receive a credit of a day off outside the vacation period in any newsroom, or a day's pay in cash. The days off of each employee in the weeks preceding and following his vacation shall immediately precede and follow his vacation whenever possible.

ARTICLE 17

VACATION PAY - TERMINATION OF EMPLOYMENT

17. Upon termination of employment an employee shall receive accrued vacation pay according to his leave credit governed by Article 14.

ARTICLE 18

VACATION - STATE OF EMERGENCY

18. In the event of an emergency (war, catastrophe, epidemics, etc.), where in the public interest the operation of the service must be maintained without impairment, it is agreed that clauses covering vacation schedules may be modified upon representations to the Guild and with its consent.

LEAVES OF ABSENCE

ARTICLE 19

SICK LEAVE

- 19.1 In accordance with established practice, sick leave with full pay shall be granted to employees at the rate of $1\frac{1}{4}$ days for each month of service cumulative monthly from the first of the month coinciding with or following the date of hiring, the unused portions to be continually carried forward.
- 19.2 Where the absence under this article does not exceed three days, the employee shall produce evidence of the disability in the form of a written personal declaration.
- 19.3 If the absence under this article exceeds three days, the employee may be required to produce a doctor's certificate attesting to his illness.
- 19.4 No reduction or deduction shall be made for sick leave from the overtime or vacation credits of an employee.

ARTICLE 20

LEAVE - WITHOUT PAY

20. Upon request the Corporation shall grant employees leaves of absence without pay for good and sufficient cause.

ARTICLE 21

LEAVE FOR UNION ACTIVITIES

- 21.1 If an employee is elected or appointed to any Guild or CGL office or Office of a local of the Guild, or office of any organization with which the Guild is affiliated, such employees, not exceeding three in number at any one time and, without the consent of the Corporation, not exceeding one from any one newsroom, shall be given leave of absence without pay and shall be reinstated in the same or a similar position upon the expiration of such leave. The Corporation may hire temporary or casual employees to fill the vacancies created by such leaves of absence.
- 21.2 Leave without pay shall also be granted to delegates elected to Guild and CCL conventions, international, national and local, and to delegates to special meetings called by the Guild. The Corporation may hire casual employees to fill vacancies created by such leave.

ARTICLE 22

LEAVE - CONTINUITY OF SERVICE

22. Leaves provided for in Articles 20 and 21 shall not constitute breaks in continuity of service in the computation of severance pay, sick leave, vacations and other benefits under this Agreement, but shall not be considered service time in the computation of such benefits.

M I L I T A R Y S E R V I C E

ARTICLE 23.

MILITARY SERVICE - DEFINITION

23. For purposes of these articles, Military Service shall be defined as service with any of the armed forces of Canada, as established by the Government of Canada.

ARTICLE 24

MILITARY SERVICE - LEAVE OF ABSENCE

24. The parties agree that in the event of an employee's enlistment in or conscription for Military Service, he shall be considered an employee on leave of absence to the extent to which the provisions of the Reinstatement in Civil ~~Employment~~ Act, 1946, apply.

ARTICLE 25

MILITARY SERVICE - VACATION PAY

25. An employee leaving for such service shall receive accrued vacation pay as of the date of his leaving for Military Service.

ARTICLE 26

MILITARY SERVICE - TEMPORARY PROMOTION

26. An employee promoted to take the place of one on leave of absence for Military Service may, upon resumption of employment by an employee honorably discharged from Military Service, be returned to his previous position. The employee so promoted, and while such promotion is temporary, shall continue to accumulate experience credit which shall govern his salary on his return to the group from which he was promoted. In the event of a subsequent permanent promotion to the higher group which he had filled temporarily, the employee shall receive full experience credit in such higher group for the period in which he had been engaged in that higher group.

ARTICLE 27

MILITARY SERVICE - INCAPACITATED EMPLOYEE

27. If an employee, upon his return from such service, is found to be physically incapacitated to the extent that he is unable to resume his former employment, the Corporation shall make all efforts to place him in other acceptable employment and shall consult with the Guild thereon. If such other employment is not found, he shall be given his severance pay in accordance with Article 32.1.

ARTICLE 28

MILITARY SERVICE - EMPLOYEE REPLACEMENTS

28. The Corporation may hire replacements for employees leaving for Military Service. These replacements shall be covered by all provisions of this Agreement, except by the Military Service provisions of this Agreement. If this replacement should leave the Corporation for Military Service, his employment shall cease. Upon return from Military Service of the employee so replaced, the employment of the replacement shall be terminated and at such time the replacement shall receive accrued vacation pay and severance pay.

T R A V E L L I N G

ARTICLE 29

TRAVELLING EXPENSES

- 29.1 The Corporation shall pay all authorized accounts for expenses incurred by the employee in the service of the Corporation.
- 29.2 When an employee is authorized to use his automobile in the service of the Corporation, he shall be compensated as follows:
 - 29.2.1 If railway or bus transportation is available, one equivalent fare shall be allowed.
 - 29.2.2 If such transportation mentioned in Section 29.2.1 is not available, which shall include instances where the journey involves stops or side trips off the main road, eight cents per mile.
 - 29.2.3 For local trips, by which are meant short trips such as would ordinarily involve the use of street cars or taxis, but not return journeys exceeding 25 miles in length, 10 cents per mile, except that for such trips a minimum of \$1.00 for each trip shall be paid.
- 29.3 Taxi cabs shall be provided at the expense of the Corporation for those employees in the bargaining unit required to travel to and/or from work at hours when other public transportation is not available, provided that such transportation shall only be paid for that portion of the employee's travel where public transportation is not available. Such transportation shall be reimbursed by the Corporation to a maximum of \$2.50, supported by receipt when the cost is in excess of \$2.00.

S A L A R I E S

ARTICLE 30

MINIMUM SALARIES

30. The following minimum salaries shall be in effect during the period of this Agreement:

Group "A"

Senior Editor, Editor of News Roundup, and Editor of Canadian Chronicle.

	<u>Annual</u>	<u>Monthly</u>	<u>Weekly</u>
Starting	\$ 4422.00	\$368.50	\$85.04
1 year	4812.00	401.00	92.54
2 years	5202.00	433.50	100.04
3 years	5592.00	466.00	107.54

Group "B"

Editor (Radio and Television), Assistant Editor of Canadian Chronicle, Assistant Editor of News Roundup, and Reporter.

No experience	\$ 2724.00	\$227.00	\$52.46
6 months	2934.00	248.50	56.42
1 year	3240.00	270.00	62.31
1½ years	3498.00	291.50	67.27
2 years	3756.00	313.00	72.23
2½ years	4014.00	334.50	77.19
3 years	4272.00	356.00	82.15
4 years	4530.00	377.50	87.12
5 years	4800.00	400.00	92.31

ARTICLE 30

MINIMUM SALARIES (Cont'd)

Group "C"

Copy Clerk.

	<u>Annual</u>	<u>Monthly</u>	<u>Weekly</u>
Starting	\$ 1650.00	\$137.50	\$31.73
6 months	1770.00	147.50	34.04
1 year	1890.00	157.50	36.35
1½ years	2010.00	167.50	38.65
2 years	2130.00	177.50	40.96

ARTICLE 31

GENERAL SALARY PROVISIONS

- 31.1 All employees shall receive an increase of 5% in their salary, or the increase provided under Article 30 (Minimum Salaries), whichever is the greater, but not both, as follows:
- 31.1.1 For those employees covered by the certification issued by the Canada Labour Relations Board on May 26, 1952, who were appointed prior to April 1, 1953, Article 31.1 shall be effective April 1, 1953.
- 31.1.2 For those employees covered by the certification issued by the Canada Labour Relations Board on May 15, 1953, Article 31.1 shall be effective June 1, 1953.
- 31.1.3 Other articles of this Agreement affecting earnings shall be effective October 1, 1953.
- 31.2 There shall be no reduction in salaries, provided that if any employee who has been promoted to a vacant position in a higher group is returned within three months to his prior group, his salary may be adjusted accordingly so that it shall not be lower than it would have been if he had been in the lower group during the period of his service in the higher group; and provided that the salary of an employee who, at his own request in writing, is transferred from one location to another and consequently to a lower group may be reduced to not less than the top minimum for the lower group upon such transfer.
- 31.3 An employee hired at a salary higher than the first step in the schedule of minimums for his group shall be credited with and retain within the Corporation the experience rating corresponding to the step in the schedule at which he was hired. An employee below the top minimum for his group shall be guaranteed the regular step-up increase rate as provided for by the schedule of minimums attached to his group.
- 31.4 An employee promoted to a higher group shall receive at least the minimum rate in that group next above the rate he was receiving in the lower group.
- 31.5 In the event that an employee is temporarily assigned to perform work in a higher group than that to which he is permanently assigned he shall be paid at the normal rate for such higher group during the period of such assignment, provided that this does not apply:
- 31.5.1 Where he replaces his immediate superior and such assignment is for less than one week, and provided that pay for the higher group shall apply retroactively to the time the employee began the assignment if the assignment goes beyond one week.
- 31.5.2 Where an employee is regularly assigned for training or trial for a period up to a maximum of one month, in which case he shall work with an employee assigned in a higher group or with a supervisor.

ARTICLE 31

GENERAL SALARY PROVISIONS

- 31.6 Progression up the salary schedule within each group shall automatically occur as follows:
- 31.6.1 For an employee on staff April 1st, 1953, on the first of the month in which his anniversary date of his hiring within the unit falls.
- 31.6.2 For an employee hired subsequent to April 1st, 1953.
- 31.6.2.1 On the first of the month in which his anniversary date occurs where his date of hiring within the unit falls from the first of the month to the fifteenth inclusive.
- 31.6.2.2 On the first of the month following his anniversary date where his date of hiring within the unit falls on or after the sixteenth of the month.
- 31.7 An employee who works between 12:00 midnight and 7:00 a.m. shall be paid 10% of the base salary, in addition to the base salary, for that part of the shift which falls within this period. This differential shall not be used in the computation of overtime and does not constitute compensation for overtime.

ARTICLE 32

SEVERANCE PAY

- 32.1 Upon termination of employment, except retirement, or voluntary resignation, or dismissal for gross misconduct, an employee whose probationary period has been completed shall receive severance pay in a lump sum equal to one week's pay for each six months of service or major portion thereof with the Corporation, but not exceeding 30 weeks.
- 32.2 If an employee dies and the amount of severance pay the employee would have been entitled to upon termination of employment exceeds the amount provided for in the Group Insurance Plan maintained by the Corporation, the Corporation will pay the differential to the beneficiary or to the estate if no beneficiary has been designated. The estate or beneficiary of employees not covered by the Group Insurance Plan shall receive the severance pay.
- 32.3 An employee who resigns from the Corporation because he is physically unable to continue to work in the news service shall receive severance pay as stated in Section 32.1

G R I E V A N C E P R O C E D U R E

ARTICLE 33

PURPOSE

- 33.1 It is the spirit and intent of the parties to this Agreement that:
- 33.1.1 Matters arising from the application of this Agreement shall be taken up by either party and adjusted as quickly as possible as provided for in Articles 35 to 42.
- 33.1.2 Matters not arising from the application of this Agreement, but affecting the relations of the employee and the Corporation may be discussed by the National Committees provided for in Article 36 but shall not be subject to arbitration as provided for in Article 37.

ARTICLE 34

PERSONAL SUBMISSION OF GRIEVANCE

34. The parties recognize that the Industrial Relations and Disputes Investigation Act provides that any employee may present his personal grievance to his employer at any time. However, any such grievance involving issues covered by Article 33.1.1 shall be subject to consideration and adjustment, as are all other grievances, in the manner detailed in the following Articles on Grievance Procedure.

ARTICLE 35

FIRST STEP - LOCAL LEVEL

35. At the local level grievances should be taken up between a Guild Committee and the Corporation representative or representatives. However, at this time the national officers of the Guild and the Industrial Relations Department, shall be informed in writing of the nature of the grievance. (see Grievance Report Form, Appendix "A"). Any settlement of the grievance at this level shall also be conveyed in writing to the national Guild Officers and Industrial Relations Department of the Corporation. All considerations at this level shall be completed within ten days.

ARTICLE 36

SECOND STEP - NATIONAL LEVEL

36. The parties to this Agreement shall designate committees of three members each to take up with each other any grievance not settled at the local level, or any settlement at the local level which appears to violate the Agreement. A grievance having national significance that is reported under Article 35 or is otherwise discovered may be processed immediately in accordance with this Article 36. Efforts to adjust grievances on the local and national levels shall be made on Corporation time, unless consent is expressly withheld by the Corporation.

ARTICLE 37

THIRD STEP - REQUEST FOR ARBITRATION

37. Any matter, except renewal of this Agreement, referred to the parties as outlined in Article 36 and not satisfactorily settled within 30 days of its introduction at the national level may be submitted to final and binding arbitration by either party. Within 10 days of requesting arbitration, the party making the request shall submit to the other the name of the arbitrator who will represent the party requesting arbitration, and within 10 further days the other party shall by written notice name the arbitrator who will represent it.

ARTICLE 38

FOURTH STEP - ARBITRATION BOARD - SELECTION OF CHAIRMAN

38. The arbitrators named in accordance with Article 37 shall jointly select an impartial third person who shall be the chairman of the arbitration board. If the two arbitrators selected in accordance with Article 37 are unable to select a third arbitrator within 10 days of the appointment of the second, the parties to this Agreement shall request the Minister of Labour to appoint the third arbitrator.

ARTICLE 39

ARBITRATION BOARD - SUBMISSION TO

39. A joint statement, or separate statements by the Corporation and the Guild describing the facts of the grievance and the issue to be decided by the arbitration board shall be submitted to all members of the board within five days of the appointment of the chairman.

ARTICLE 40

ARBITRATION BOARD - AWARD

40. In arriving at a decision, the Arbitration Board shall be limited to the consideration of the issue as outlined in the statement or statements referred to in Article 39 and shall render a decision according to the terms and provisions of this Agreement, after having held a hearing at a time and place to be determined by the Arbitration Board so the parties have an opportunity to present further evidence and to make necessary representations. The Board shall not in any way amend, modify, extend or change any of the provisions of this Agreement. A majority decision of the Board shall constitute the award.

ARTICLE 41

ARBITRATION BOARD - COSTS

41. The Corporation and the Guild shall defray the expenses of their respective appointees to the Arbitration Board, and the expenses of the third Arbitrator shall be borne equally by the Corporation and the Guild, except that neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

ARTICLE 42

GRIEVANCE PROCEDURE - TIME LIMITS

42. Any time limit mentioned in the preceding Articles shall exclude Saturday, Sunday and statutory holidays and may be extended by mutual consent.

M I S C E L L A N E O U S

ARTICLE 43

OUTSIDE ACTIVITIES

43.1 Employees of the Corporation shall be free to engage in activities outside business hours, provided:

43.1.1 That such activities do not consist of service performed in direct competition with the Corporation.

43.1.2 That without permission no employee may exploit his connection with the Corporation in the course of such activities.

43.1.3 That such activities do not render him at any time incapable of discharging his duties to the Corporation.

ARTICLE 44

TRANSFERS

44. No employee shall be transferred by the Corporation without the payment of all authorized transportation and other moving expenses of himself and family. There shall be no reduction in salary or impairment of other benefits under this Agreement as a result of such transfer. The Corporation will make all efforts to avoid transferring employees against their wishes.

ARTICLE 45

RE-USE AND SYNDICATE COMPENSATION

45. When at the request of an enterprise other than the Corporation, the Corporation gives a special assignment to an employee, it shall compensate the said employee for such work at a rate to be mutually agreed between the Corporation and the employee provided the Corporation receives cash payment for such product from the other enterprise.

ARTICLE 46

EQUIPMENT

46. Necessary working equipment shall be provided to employees and paid for by the Corporation.

ARTICLE 47

DURATION AND RENEWAL

47.1 This Agreement shall commence on June 1st, 1953, and expire on May 31st, 1954, and shall enure to the benefit of and be binding upon the Corporation and the Guild.

47.2 In the event that at the expiration of this Agreement, either party desires to negotiate a new Agreement, notice in writing by registered mail shall be given to the other party not less than thirty (30) days and not more than ninety (90) days prior to the expiry date of this Agreement. If such notice is given by either party all the provisions of this Agreement shall continue to be observed by both parties until a new Agreement is signed or until after the report of a Conciliation Board, whichever occurs sooner.

47.3 Upon receipt of notice from either party of a desire to negotiate a new Agreement, as provided in Section 47.2 above, a meeting shall be held between the parties within twenty (20) days for the purpose of negotiations, and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

ARTICLE 48

CONCLUSION

48. The parties understand and declare that in case any provisions of this Agreement are declared inconsistent by the Department of Justice with the by-laws of the Corporation in effect on September 1st, 1953, as approved by Order-in-Council, such provisions shall be to that extent deemed null and void.

It is further understood that all other provisions of this Agreement will remain fully effective and enforceable and that the parties will meet within thirty (30) days of such declaration for the purpose of re-negotiating such provisions.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this eighteenth day of September, 1953.

CANADIAN WIRE SERVICES GUILD,
LOCAL 213, AMERICAN NEWSPAPER
GUILD, (CCL-CIO)

CANADIAN BROADCASTING CORPORATION

per *A. H. Chambers* President

per *A. Cummet* General Manager

Albino D. Le Sage
Vice-President

S. M. Rankin
Treasurer

Percival H. Tallman
Witnessed

Marcel Carter
Witnessed
Director of Personnel and
Administration.

Charles Dale
Witnessed

J. Lapointe
Witnessed
Industrial Relations Officer.

I N T E R P R E T A T I O N S

CBC/ANG AGREEMENT

TO AID LOCAL OFFICERS-IN-CHARGE AND UNION
OFFICIALS IN THE INTERPRETATION OF THE
AGREEMENT, REPRESENTATIVES OF THE CORPO-
RATION AND THE UNION HAVE MUTUALLY AGREED
UPON THE INTERPRETATIONS GIVEN ON THE
FOLLOWING PAGES.

Industrial Relations Dept.
September 17th, 1953.

Issue No. 1

CBC/ANG AGREEMENT

INTERPRETATIONS

ARTICLE 6

JOB SECURITY

6.5 In any interpretation of this article, an extended illness shall be understood to mean an absence from work exceeding 7 days, or one which is obviously going to exceed 7 days.

ARTICLE 7

WORK-WEEK AND DAYS OFF

7.1.1 In any interpretation of this article it has been recognized by the Corporation and the Guild, that at certain locations a full 40-hour week is not presently scheduled. It is not intended that these existing conditions be changed upon application of the agreement, unless the work load warrants an increase in working hours.

For scheduling purposes, a 2-week Calendar Period may be used, and the 2 consecutive day-off periods in the 2 weeks may themselves be consecutive. Scheduling of this nature should not be used so that one or two employees work such shifts constantly or too often.

ARTICLE 8

REDUCED WORK-WEEK

In a week in which a paid holiday occurs (Article 13) the work-week shall be 32 hours, and all work performed in excess of 32 hours shall be paid at the overtime rate. (Article 9)

In a week in which authorized absence (sick leave, special leave, etc.) occurs, the work-week shall be reduced by 8 hours for each day of such authorized absence, and all work performed in excess of the reduced work-week shall be paid at the overtime rate.

ARTICLE 10

CALL-BACK

It shall be noted that computation of call-back shall be separate and apart from computation of the work-week, overtime or turn-around.

Industrial Relations Dept.
September 17th, 1953.

Issue No. 1

CBC/ANG AGREEMENT

INTERPRETATIONS

ARTICLE 11

TURN-AROUND PERIOD

11.1 In any interpretation of this article it is agreed that a turn-around period of 12 hours is the absolute minimum allowance between a swing in shift. It is also recognized that while a 12-hour interval between any 2 shifts is permissible, shift arrangements that provide consecutive 12-hour intervals should be avoided whenever possible.

It is agreed that due to an emergency extension of any specific shift or on a call-back, the 12-hour interval need not apply.

ARTICLE 15

VACATION SCHEDULING

Corporation Seniority means an employee's length of service in the Corporation. For the purpose of this article, the employee at each local point, with the greatest Corporation Seniority, shall have priority in vacation scheduling.

ARTICLE 33

GRIEVANCE PROCEDURE - TIME LIMITS.

Statutory Holidays shall be interpreted to include any holidays recognized in this Agreement. (Article 13)

Industrial Relations Dept.
September 17th, 1953.

Issue No. 1