

Highlights of the Agreement in Principle between CBC/Radio-Canada and the Association of Professionals and Supervisors (APS) dated March 25, 2022

The parties agree that they are bound by the text of the tentative agreement. The purpose of this document is only to outline the major changes to the collective agreement expiring on March 31, 2022. Its content does not replace the texts that were signed off on March 24 and 25.

ARTICLE 1: PURPOSE OF THE AGREEMENT

-Commitment of the parties to an inclusive workplace. Consideration of equity and diversity in the Corporation's workforce and work culture.

ARTICLE 2: SCOPE OF APPLICATION

-Clarification that the use of the masculine gender in the Collective Agreement includes all persons, in accordance with the gender they identify with.

ARTICLE 3: RIGHTS OF THE PARTIES

-No modifications.

ARTICLE 4: INTERPRETATION AND DEFINITIONS

-Revised definition of temporary employee.

-Means a person who is temporarily assigned to replace an employee or to perform a project while already employed by the Corporation (as a member of the APS or another bargaining unit).

-Reasonable notice shall be given if the temporary employee is reassigned back to his/her primary position.

-Maximum duration of 24 months.

-The duration may be extended by agreement with the APS.

-If an extension is not granted, the employee is reassigned back to his/her primary position or is offered a permanent position.

ARTICLE 5: MANAGING THE RELATIONSHIP

-Increased frequency of the National Joint Committee (every 3 months).

-Between each National Joint Committee meeting, the parties shall maintain regular meetings to discuss their respective concerns.

ARTICLE 6: UNION DUES CHECK-OFF

-No changes.

ARTICLE 7: ACCESS TO CORPORATE PREMISES

-Simplification of the text provided for in Article 7.3: need to obtain prior approval from the Corporation to use its facilities, means of communication or reproduction.

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ARTICLE 8: INFORMATION

-APS shall make available to members an electronic copy of the Collective Agreement.

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ARTICLE 9: RELEASE FOR UNION ACTIVITIES

- -Revised notice periods prior to granting a release for union activities.

ARTICLE 10: PERFORMANCE REVIEW AND APPRAISAL

-The Corporation shall provide employees written feedback on their performance appraisal, the performance rating assigned to them, and the applicable salary increase for the upcoming year.

-If an employee disagrees with his or her performance appraisal, he or she may provide written feedback to his or her manager.

-The employee's comments will be kept on file and will remain accessible.

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ARTICLE 11: TRAINING AND DEVELOPMENT

-As part of the annual review process, special attention will be given to training aimed at developing employees' technical knowledge.

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ARTICLE 12: CAREER PLANNING

-Managers and employees are to consider employees' professional interests and the Corporation's priorities when discussing training opportunities.

-Training shall include, but not be limited to, updating employees' skills and meeting the Corporation's strategic plans and priorities.

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ARTICLE 13: POSTING OF VACANCIES

-Added reference to Appendix C - Staffing.

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ARTICLE 14: CONTRACT EMPLOYEES

-Clarification of the process leading to permanent status for a contractual employee.

-Three (3) years of continuous service in the same job title, in the same salary band and in the same professional mandate.

-Professional mandate is defined as: same employee replacement or same project.

-The change in organizational structure will not affect the accumulation of the three (3) years of continuous service if the nature of the mandate remains unchanged.

-An offer may be made in advance of the deadline to a contractual employee who, although he or she has accumulated three (3) years of continuous service, does not meet all of the conversion criteria (this decision is made at the discretion of the Corporation).

-The employee may express an interest in converting his/her employment status (the conversion decision is at the discretion of the Corporation).

-Possibility of extending the contract term beyond the three (3) year period after discussion with the APS.

-The offer to convert from contract to permanent status will only be made once (except as provided in the Letter of Agreement - Conversion from Contract to Permanent Status).

-A contractual employee who has declined the offer of conversion of status may subsequently be offered a new permanent offer by the Corporation or express interest in conversion of employment status (this decision is made at the discretion of the Corporation).

-Once (1) a year, within the framework of the National Joint Committee, the parties shall review the situation of contractual employees.

-Any particular situation involving contractual employees may be discussed at the meetings provided for in Article 5 (Managing the Relationship).

ARTICLE 15: OUTSOURCING

-No changes.

ARTICLE 16: WORKFORCE ADJUSTMENT AND LAY-OFF

-Subject to the following conditions, if the Workforce Adjustment Committee determines that an applicant has the appropriate skills and abilities to perform the duties, the applicant shall be invited to an interview.

-A permanent employee affected by the Workforce Adjustment situation shall be invited to an interview to fill a vacant position if the position held by the employee at the time of the abolition of his or her position corresponds to the same job title, the same salary range and requires equivalent professional experience to the position to be filled.

- The Corporation will consider the skills and abilities of the permanent employee affected by the Workforce Adjustment before hiring from outside.
- Where the skills and abilities are equal, the employee affected by the Workforce Adjustment shall be selected.
- Where the employee affected by the Workforce Adjustment wishes to benefit from preferential hiring in another Corporation location, he or she must, prior to the work of the Workforce Adjustment Committee, specify to APS representatives the location to be considered. The employee must also confirm his/her ability to meet operational requirements at the location and at the time as determined by the Corporation.
- As long as at least three (3) employees are affected by a redundancy notice, the Workforce Adjustment Committee shall meet on a weekly basis or, if agreed upon, according to another timeframe determined by the parties.

ARTICLE 17: TECHNOLOGICAL CHANGE

- No changes.

ARTICLE 18: ORGANIZATION OF WORK

- In addition to compensation provided in Article 18.3 a) and b), employees shall receive, for the first two thousand (2,000) hours they are "on-call", compensation of \$2.00 per hour.
- Beyond the first two thousand (2,000) hours of "on-call" time, compensation shall be paid at \$3.00 per hour.
- Unless agreed upon by the employee and his/her manager, the number of "on-call" hours for an employee shall not exceed four thousand (4,000) hours per year.

ARTICLE 19: GRIEVANCE AND ARBITRATION PROCEDURES

- Technical changes made.

ARTICLE 20: STUDENT PROGRAMS

- Student programs allow for: the completion of an approved internship from a recognized educational institution; part-time work related to a program of study in which the student is enrolled.

ARTICLE 21: CONSULTATIVE COMMITTEE ON STAFF BENEFITS

- Any changes to the operation of the CCSB will be incorporated into the text of the Collective Agreement as appropriate.
- In the meantime, the parties maintain the status quo with respect to the operation of the CCSB.

ARTICLE 22: REPRESENTATION

-Technical changes made.

ARTICLE 23: EFFECTIVE DATE AND DURATION

-The Collective Agreement shall become effective on April 1, 2022, and shall continue until March 31, 2025.

APPENDIX A: EMPLOYMENT CONTRACT

-Technical and other minor changes.

APPENDIX B: GRIEVANCE

-No changes.

APPENDIX C: STAFFING

-Revision of text regarding equity, diversity and inclusion goals.

-Internal candidates who do not meet the minimum qualifications will be verbally informed that they are not being considered.

APPENDIX D: WORKFORCE ADJUSTMENT

-Appendix deleted. Sections integrated into Article 16 and/or Appendix E where necessary.

APPENDIX E: WORKFORCE ADJUSTMENT PROCEDURES

-Employees who are laid off shall receive a lump sum payment of one week's pay for each four (4) month period of service, or major portion of such period, to a maximum of eighty-four (84) weeks.

APPENDIX F: ANNUAL LEAVE

-Reference to corporate policy: Rules and Procedures on Annual Leave.

APPENDIX G: SALARY REVIEW

-Value of salary revision budget not less than 1.5%.

-Discretionary budget used, on a priority basis, for employees whose salaries are within the entry zone of their salary range or, in some cases, for employees who are performing well (meeting the Corporation's expectations) in their position and whose salaries are within the reference zone and below the mid-point of their salary range, for a maximum annual spend of 0.8%.

-Reaching the mid-point of their salary range: at the beginning of the eighth year within the same salary band; meets performance expectations for each of the previous years leading up to this timeframe.

- An employee who fails to reach the mid-point of his/her salary range while meeting the terms and conditions will have his/her salary adjusted to the mid-point of his/her salary range.
- An employee who fails to reach the mid-point of his/her salary range because he/she has not met the performance expectations established in one or more previous years leading up to the above-noted timeframe shall have the above-noted timeframe extended by a number of years equivalent to the years in which he/she did not meet the performance expectations.
- The starting point used to calculate the beginning of the eighth year shall be the employee's start date of employment in the same pay band.
- The salary of an employee who is temporarily assigned or promoted to a position with a higher salary range than the primary assignment, or the position held prior to the one obtained, will be reviewed to take into consideration, among other things: experience relevant to the assignment or new position, positioning within the new salary range, comparables with peers, and available budgets.
- Removal of the 0.1% paid to the Health Care Fund.

APPENDIX H: MEDICAL CERTIFICATES

- No changes.

APPENDIX I: MEMORANDUM OF UNDERSTANDING - NORMAL WORK DAYS

- No changes.

LETTER OF AGREEMENT - CONVERSION FROM CONTRACT TO PERMANENT STATUS

- Within sixty (60) days of the signing of the new Collective Agreement, the Parties shall meet to identify contract employees who have completed three (3) years of continuous service in the same job title, salary band and professional mandate.
- The parties shall not consider the possibility that the affected employees may have received a conversion offer in the past.
- The Corporation will send a letter to the affected employees outlining the conversion offer.

LETTER OF AGREEMENT - TELEWORKING

- An employee who wishes to obtain a telework agreement may, in addition to completing the application process determined by the Corporation, meet with his or her manager to explain the nature of the request and to communicate his or her expectations.
- The manager shall take into consideration the Corporation's directions, the component's guidelines and the comments made by the employee.
- For a period of one (1) year following the signing of this Collective Agreement, the parties shall meet monthly to discuss the development of teleworking within the Corporation.

- The APS may ask the Corporation to present the teleworking guidelines adopted by the various departments of the organization.
- The APS may also ask questions to the Corporation's representatives on the application of these guidelines.
- At the request of the APS and with the agreement of the employee concerned, the representatives of the Corporation shall transmit to the Association the reasons for any decision refusing, or approving in part, a teleworking request made by the employee in question.
- The APS may make comments which will be forwarded to the employee's manager.
- Prior to the expiration of the time period provided for in the preceding paragraph, the Parties shall assess the need for further follow-up meetings.

LETTER OF AGREEMENT - AVERAGING OF HOURS OF WORK

- Within sixty (60) days of the signing of the new Collective Agreement, the Parties shall establish a working committee to make recommendations on issues related to averaging of hours of work.

LETTER OF UNDERSTANDING - 5% ABOVE MID-point

- At the beginning of the sixteenth (16th) year in the same salary band, an employee's salary shall be at least five percent (5%) above the mid-point of the same salary band: if he/she meets the performance expectations for each of the previous eight (8) years leading up to this timeframe.
- If the employee's salary is not five percent (5%) above the mid-point of his/her salary range while meeting the performance expectations, then the employee's salary will be adjusted to be five percent (5%) above the mid-point of his/her salary range.
- An employee whose salary is not five percent (5%) above the mid-point of his/her salary range because he/she has not met the performance expectations established by the Corporation in one or more previous years leading up to the above-noted timeframe, shall have the timeframe extended by a number of years equivalent to the years in which he/she did not meet the performance expectations.

LETTER OF AGREEMENT - SALARY ADJUSTMENT

- For the duration of the Collective Agreement and in addition to the amounts provided for in paragraphs 1) and 2) of Appendix G (Salary Review), the Corporation shall provide a total additional discretionary budget of one (1) million dollars (\$1,000,000.00) for salary adjustments.
- The Parties agree that this budget shall be used at the sole discretion of the Corporation.
- It is intended, among other things, to encourage employees who are members of the APS and who demonstrate sustained performance to meet the objectives set out in paragraph 3) of Appendix G (Salary Review) of the Collective Agreement.
- The Corporation may also use the budget provided to recognize the role and development of certain APS employees regardless of their position within their salary band.
- The budget must be fully utilized by March 31, 2025.

-The discretionary budget may be used by the Corporation on a variable basis from year to year, without commitment or limitation to any particular year.

-Following the signature of the Collective Agreement, the Corporation shall submit to APS, once a year, an update on the use of the discretionary budget.

-At the time of the update, the Association may make recommendations to the Corporation's representatives.

Société Radio-Canada

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