

APPENDIX TO TRADE DISPUTE NO. 92 OF 2004

Between

**TRINIDAD AND TOBAGO
SENIOR STAFF ASSOCIATION - Party No. 1**

And

**NATIONAL BROADCASTING
NETWORK LIMITED - Party No. 2**

ENHANCED VOLUNTARY SEPARATION PACKAGE

2004 Voluntary Separation of Employment Programme

1. Eligibility

All employees (bargaining unit and non-bargaining unit) will be eligible to participate in the VSEP which will provide participants with the opportunity to:

- seek more satisfying employment elsewhere;
- try a new business venture; or
- dependent on age, retire early with a certain amount of financial security.

2. Severance Formula

The formula for Severance payments for Senior Staff Association (SSA) based on the existing collective agreement is shown below:

SSA	
1 – 4 years	1 month for each year worked
5 – 9 years	1.5 months for each year worked
10 – 14 years	1.75 months for each year worked
14+ years	2 months for each year worked

Separation calculations will be based on the formula contained in the collective agreement.

3. **Monetary Enhancement**

An enhancement over and above the VSEP payment yielded by the formula will be applied for ALL employees. The overall average enhancement will be twenty-five percent (25%) with the enhancement level of individual employees varying based on the employee's age as set out in the following table:

Age	Enhancement
Less than 30 years	15%
30-35 years	20%
36-40	25%
41-45	30%
46-50	32%
51-55	22%
56-60	18%
Over 60	0%
Average	25%

“4. **VSEP Recalculation for Outstanding Union Agreement**

The VSEP of each eligible employee shall be recalculated in the event that this becomes necessary as a consequence of changes made in the registered collective agreement between the parties for the period following December 31, 2001 (date of expiry of the last registered collective agreement).

5. **Gratuity Payment**

A payment of one (1) week's basic salary will be made to permanent employees as a gratuity payment and will be subject to income tax deduction.

6. **Presenters, Permanent Part Time Workers**

Presenters and permanent part time workers who worked a minimum of twenty-five (25) hours per week for the fifty-two (52) week period immediately preceding the VSEP offer date will be eligible for one hundred percent (100%) of the Separation payment as well as the enhancement being paid to permanent employees.

7. **Disc Jockeys and Other Freelancers**

Disc Jockeys and other freelancers will be eligible for fifty percent (50%) of the Separation payment as well as the enhancement being paid to permanent employees.

8. **Contract Workers, Long Standing Television Presenters**

Contract workers whose contracts include a termination clause or gratuity provision will be paid according to same. Other contract workers and long standing television presenters will receive a gratuity payment as follows:

Length of Service	Gratuity
1 – 5 years service	total of 3 months' salary or average monthly fees
6 – 10 years service	total of 4 months' salary or average monthly fees
10+ years service	total of 5 months' salary or average monthly fees

9. **Customer Service Representatives, Brand Co-ordinators, Accounts Executives**

Customer service representatives, brand co-ordinators and accounts executives will receive a Separation payment calculated on the basis of their basic salary and average commissions over the twelve (12) months immediately preceding the date of release.

10. **EAP Services**

The Company at present provides Employee Assistance Programme (EAP) services through *Elder Associates Limited* and all employees will have access to same, if needed, prior to the date of release and in the twelve (12) month period immediately following the date of release, to assist in dealing with any emotional trauma arising from the separation process. These services encompass career counselling, personnel financial consultation, job search activities and personal counseling. The cost per employee is **\$300.00** plus value added tax per hour and the Company is prepared to underwrite the cost of up to **five (5) hours'** (or five sessions) worth of counselling per employee.

11. **Financial Counselling /Outplacement Services**

The Company has launched financial counselling/outplacement services to help employees prepare for success in their future endeavours. Group seminars as well as individual sessions are available and the Company is encouraging every employee to take advantage of this facility which is being provided by a cadre of leading professionals. Workshops/seminars are being conducted in the following areas: change management, resume writing, presentation and interview skills, development of business plans and small business management.

12. **Retraining Award**

The Company will match an employee's investment in training in preparation for a new career up to a maximum of **\$4,500.00** provided that he/she registers in an approved programme within twelve (12) months after separation.

13. **Information Brochure**

An information brochure is being prepared and will be distributed to all employees in the form of 'frequently asked questions'. In addition, the brochure and other relevant information will be accessible via the Company's intranet.

14. **Key Contacts**

General questions that have not been addressed in the brochure or in the information on the Company's intranet, as well as questions relating to the health plan, pensions and similar matters may be addressed to:

Name	Designation	Telephone Extension	E-mail Address	Fax
Mrs. Jacinta Aziz	Human Resource Officer	2233	HR@nbn.co.tt	628-6733
Mrs. Arlene Belgrove	Administrative Assistant	2232	HR@nbn.co.tt	628-6733
Ms. Marlene Gomez	Administrative Assistant	2236	HR@nbn.co.tt	628-6733
Ms. Angela Salandy	Assistant to the Director, Finance & Administration	2262	HR@nbn.co.tt	628-6733

The Company recommends that employees send their questions in writing via electronic mail to HR@nbn.co.tt. Questions will be answered via return electronic mail within twenty-four (24) hours or via telephone to the name and phone number indicated.

15. **Resignation/External Job Offers**

Effective Friday November 7, 2003, any employee who wishes to take up an external job offer will be allowed to do so without jeopardizing his/ her entitlements under the VSEP. However, the employee's 'years of service' under the plan will be calculated up to his/her date of departure and not the 'date of release' as stated above.

16. **Taxation**

In accordance with the provisions of the *Income Tax Act*, up to the first \$300,000.00 of any Separation payment received by employees will be tax-free. Any balance over \$300,000.00 will be subject to tax in the normal manner. Approval must first be obtained from the Board of Inland Revenue before any

payment can be made, and employees are therefore being urged to have all tax returns filed.

17. **Pension Plans**

All pension-eligible employees will receive the benefits to which they are entitled on the dates due under the existing trust deeds and rules of the *Trinidad and Tobago Television Company Pension Plan* (the TTT plan) and the *National Broadcasting Services of Trinidad and Tobago Pension Plan* (the NBS plan). The Company will take steps to recompense any contribution arrears or plan deficits to ensure that the plans are able to meet their liabilities. The Company will also develop a framework to facilitate the payment of pensions on the dates due to employees subsequent to separation.

Applicants who are sixty (60) years or over at the date of release can receive an early retirement pension in accordance with the relevant rules of the pension plan of which they are now members, in addition to **ALL** benefits under the VSEP for which they are eligible.

18. **Information on Individual Entitlements**

Each employee will be provided information on the total value of his/her separation benefits. Customized separation calculations will also be accessible via the Company's intranet. Employees are encouraged to raise any queries or concerns with the Human Resources Department.

19. **Other Benefits**

Health Insurance

The Company will maintain the group health insurance plan for a period of twelve (12) months following the date of release with **all** premiums to be paid by the Company. Thereafter, optional membership may continue with premiums to be paid by separated employees at rates to be determined by the provider.

The provider has advised of the following terms and conditions of continued membership:

- *Coverage will be extended for a maximum period of twelve (12) months from the date of separation, provided that the existing group contract remains in force;*
- *The required premiums are paid by NBN on behalf of the separated members;*

- *If the separated member secures employment at an earlier date, including being hired by the entity that succeeds the present National Broadcasting Network, coverage, as a VSEP member, will cease immediately;*
- *These separated members will not be allowed to access credit facilities at Health Net Limited or Today's Optical/Optometrists Today;*
- *Claims will be honoured strictly on a reimbursement basis, except for pre-certified surgical expenses;*
- *Membership in the Group Life Plan ceases immediately from the date of separation.*

20. **Vacation**

Each employee will receive a cash payment for vacation leave accrued up to the date of release, prorated for the last year of service or part thereof. This payment is subject to income tax deduction.

25th day of November, 2004.