

Collective agreement

between

**The Ontario Educational Communications Authority
(TVOntario)**

- and -

The Canadian Media Guild

October 28, 2002

to

October 27, 2006

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ARTICLE 1

INTENT

- 1.1 It is the purpose of this Agreement to recognize a common interest between the Authority and the Union in the production of English and French programs and learning materials in the educational and broadcasting fields, which the parties acknowledge to be different in some respects from general commercial broadcasting. The Authority and the Union, with the utmost cooperation and friendly spirit, and consistent with the rights of the parties, set forth working conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances. These conditions and procedures are established in order that there shall be no impeding of work or interference in the activities of the Authority in general, and that there shall be no work stoppages, strikes, slowdowns or lockouts, as defined by the Labour Relations Act of Ontario, for as long as this Agreement continues to operate.

ARTICLE 2

RECOGNITION & RELATIONSHIP

- 2.1 The OECA recognises CMG as the sole and exclusive bargaining agent of full-time employees of OECA in a and/or based in the City of Toronto and the City of Ottawa whose core functions are the preparation, creative development, production, direction, and completion of:
1. programs for broadcast on television and/or the internet;
 2. educational programs, products and services;
- save and except supervisors, persons above the rank of supervisor, web specialists and individuals and positions who are represented by the Communications, Energy and Paperworkers Union of Canada, Local72M and Nabet-CEP, Local 700, the ACTRA Performers Guild (ACTRA), The Union des Artistes (UDA), the American Federation of Musicians (AfM), The Writers Guild of Canada(WGC) and the Société des Auteurs, De Radio, Television et Cinéma (SARTEC).
- 2.2 The Authority and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.
- 2.3 The Union further agrees that there shall be no solicitation for membership or other Union activities during working hours except as specifically permitted by this Agreement or in writing by the Authority.
- 2.4 All reference to the male gender in this Agreement shall be read as applying to the female gender where the context would apply.
- 2.5 Where the singular is used throughout the Article within this Agreement it is agreed that the plural is an acceptable substitute wherever the plural gender is applicable.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 As defined by the Ontario Educational Communications Authority Act R.S.O. 1980 as amended, the Authority is a provincial body for the purpose of initiating, acquiring, producing, distributing, exhibiting and otherwise dealing in programs, program segments and materials in the educational and broadcasting communications fields, and is responsible for controlling and operating its properties and maintaining order on its premises.

The Union recognizes and acknowledges that the management of the Authority and direction of the working forces are fixed exclusively with the Authority and without restricting the generality of the foregoing, this includes the right to maintain order, discipline and efficiency in managing all aspects of the business.

The Union acknowledges that it is the exclusive function of the Authority to:

- a) hire, retire, assign, direct, promote, classify, transfer, layoff, recall and, for just cause, to suspend, demote, discharge or otherwise discipline employees subject to the right of the employees to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
 - b) determine the nature and kind of business conducted by the Authority, the methods and techniques of work, standards of performance, schedules of work, number of personnel to be employed, to make studies of and to institute changes in jobs and job assignments, determine job qualifications, the amount and type of machinery and technical equipment, methods, procedures and standards of operation, procurement, designing and engineering of equipment which could be incorporated into the Authority's plant, the extension, limitation, curtailment or cessation of operations and to contract with outside firms and contractors for the purpose of acquisitions, pre-buys, co-productions and/or commissions and to determine all other functions and prerogatives here before invested in and exercised by the Authority which shall remain solely with the Authority;
 - c) make and enforce and alter from time to time reasonable rules and regulations to be observed by employees;
 - d) have the sole and exclusive jurisdiction over all operations, locations, buildings, facilities and equipment.
- 3.2 The rights referred to in this Article shall be exercised in a fair, reasonable and safe manner and be subject to the provisions of this Agreement.

ARTICLE 4

JURISDICTION

4.1 The Authority agrees to continue the present practice of assigning duties relating to the preparation, creative development, production, direction and completion of:

- (i) programs and material for broadcast on television and/or the internet;
- (ii) educational programs, products and services ;

By way of example but not limited to, this includes all employees of the bargain unit whose core functions are associated with the elaboration, preparation, production, coordination and completion of television programs, curriculum, educational and or learning materials, produced by the Authority for broadcast and/or the internet.

4.2 The Union agrees that the Authority shall not be required to alter existing practices pursuant to Article 3 - Management Rights. The Union recognizes that the Creative Head, Executive Producer, Series Producer and the TFO equivalent are an integral part of a production team and that all existing practices relating to their involvement in the production process shall continue.

4.3 New Devices - The Authority will provide instructions and training when new equipment or procedures are introduced or when procedures are changed.

- a) The Authority recognizes the value of training programs that develop and maintain the skills of employees, and will undertake to provide such training as is permitted by available funds.

3 In accordance with its educational policy, the Authority undertakes to train employees when it is a job requirement, in order to encourage employees to develop and improve their job performance, or when, in the view of the Authority, it is required to meet the changing priorities and requirements of the Authority.

4 Where the Authority assigns employees to participate in training courses or seminars, etc., such time will be considered as regular working time, with a maximum credit of a regular work day.

5 Compensatory time off will be granted for the time spent when an employee travels or attends a training session on a scheduled day(s) off or on a statutory holiday. Such compensatory time will be assigned on the work day(s) immediately following the employee's return to the home location and/or normal work assignment, unless otherwise mutually agreed between the employee and the Authority.

ARTICLE 5

CHECK-OFF UNION DUES

- 5.1 **Check-off of Union Dues** - The Employer agrees to deduct from every employee any monthly dues or assessments uniformly levied, in accordance with the Union By-laws, and owing by him/her to the Union. Deductions shall be made from each pay and shall be forwarded to the Union on the fifteenth (15) day of the month following the month for which the dues are deducted, accompanied by a list of all employees from whose wages the deductions have been made.

Deductions will commence with the effective date of this Agreement for every present employee, and beginning with the first day of employment for every new employee.

The Union agrees to save the Authority harmless from all such deductions and payments so made.

- 5.2 **Notification to Union** - The Authority will provide the Union with a list monthly, of all hiring, promotions, transfers, lay-offs, recalls and terminations within the bargaining unit.

ARTICLE 6

FULL TIME EMPLOYEES

6.1 All employees covered by this Agreement shall be considered full-time employees of the Authority, except as hereinafter provided:

Full-time Temporary Employees – Article 7.4

Part-time Temporary Employees – Article 7.5

Service Contract – Article 7.6

Student Placement – Article 8

ARTICLE 7

TEMPORARY EMPLOYEES

- 7.1 The Authority agrees that the hiring of temporary employees is for the purpose of specific projects with a limited time span and/or to cover extended absences of employees (i.e., sick leave, maternity leave, annual vacations, etc.). Engagement of temporary employees will not replace or displace full time permanent employees.
- 7.2 (a) When the employment of a temporary employee hired for more than three (3) months is terminated, other than for cause, prior to the expiry date, the employee shall be given two (2) weeks notice, or two (2) weeks pay in lieu thereof, or be paid for the remainder of the contract, whichever is the lesser.
- (b) The Authority will endeavour to advise a temporary employee of the status of his or her contract two (2) weeks prior to its expiry.
- 7.3 Temporary full time and temporary part-time employees shall be subject to all provisions of this Agreement except as noted below or where specified otherwise within the Agreement:

I Temporary Full Time Employees

- 7.4 (a) Article 27 – Employee Benefits will not apply except that reasonable sick or bereavement leave will not be denied to temporary employees after three (3) months of continuous employment without a break of more than ten (10) working days. Temporary employees engaged for six (6) months or longer will be given benefits as outlined in the TVOntario Benefits Plan for Eligible Temporary Employees.
- (b) Article 21 - Holidays shall apply except that temporary employees shall be eligible for one (1) floating holiday after each four month period of continuous employment without a break of more than ten (10) working days. However, should an additional holiday be proclaimed by the federal or Ontario government as being applicable to employees, temporary employees shall be eligible for one (1) floating holiday after each six (6) month period of continuous employment without a break of more than ten (10) working days.
- (c) Article 20 – Annual Vacation will not apply. However, all temporary employees shall receive vacation credits at the rate of six percent (6%) of gross earnings. Vacation credits will be paid in the following manner:
- (c) Temporary employees with a contract of less than 12 months shall receive six percent (6%) of gross contract earnings in lieu of vacation.

- (d) Temporary employees with a contract of 12 months or more, with a service break of no more than three (3) weeks shall receive these credits as scheduled time off.

II Temporary Part-Time Employees:

- 7.5 (a) Temporary part-time employees who work a minimum of 21 hours but less than 35 hours, and who are engaged for six (6) months or longer shall be subject to all of the provisions of the collective agreement except as noted below:

Article 10 – Seniority
Article 22 – Jury Duty
Article 24 – Bereavement Leave
Article 26 – Maternity/Parental Leave

Article 20 – Annual Vacation – will not apply. However temporary part-time employees working more that 21 hrs. per week shall receive six percent (6%) of gross temporary earnings in lieu of vacation. Legal holidays will be based on statutory requirements.

Article 27 – Benefits will not apply. However, the temporary part-time employees shall be entitled to the benefits as outlined below:

- 60% of \$1,200.00 per annum or \$720.00 per annum or \$27.69 per full pay period (prorated)
- option of becoming members in a Money Purchase Pension Plan (see *), to which TVOntario will contribute three percent (3%) of annual salary (prorated).

* Pension Benefit Eligibility - Earnings of not less than 35% of YMPE or 700 hours of employment in each of two consecutive calendar years.

- (b) Temporary part-time employees who work less that 21 hours per week shall be entitled to statutory holidays and vacation pay only.

- (c) Reasonable sick leave will not be denied.

III Service Contracts

- 7.6 The parties agree that the Authority has the right to continue its current practice of engaging Independent Contractors for specific projects and terms. Independent Contractors shall be considered Independent Contractors based on the legal definition and will not pay union dues. Engagement of independent contractors will not replace or displace permanent full time employees.

ARTICLE 8

STUDENT PLACEMENT

- 8.1 The parties recognize the existence of educational and social obligations to students regarding the provisions of temporary placement opportunities such as internships, training, and co-ops. Nothing in this Agreement shall preclude the Authority from providing temporary work opportunities as the result of participation in government-sponsored programs, where the Authority is not the employer.
- 8.2 The Union agrees to the placement of students on the following basis:
- (a) The student is enrolled in a recognized educational institution.
 - (b) Duration of the placement with the Authority shall not be in excess of five (5) months in any twelve (12) month period, unless a longer period of placement is required by a cooperative study program work term.
 - (c) The Authority will provide the name of the student, the start and finish dates and the name of the educational institution involved, stated objectives of the placement, and a description of the work the student will be involved in to the Union prior to the student commencing the assignment.
 - (d) Where the Authority assigns a student to assist a production unit, the Authority shall designate a member of the bargaining unit to oversee the students' activities.
- 8.3 The Authority will not engage students to displace a bargaining unit employee.

ARTICLE 9

NONDISCRIMINATION AND HARASSMENT

- 9.1 **Nondiscrimination** - The Authority and the Union, agree that there shall be no discrimination, interference, restriction or coercion exercised, or practiced toward any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence nor by reason of his/her membership in a labour union, or any other factor which is not pertinent to the employment relationship in accordance with the Ontario Human Rights Code (the "Code").
- 9.2 **Harassment** - The parties recognize the dignity and worth of each member of the workforce and the obligation to provide for equal rights and opportunities without discrimination. Every employee has the right to work in an environment free of harassment and to be treated with respect, courtesy and tact. The parties will not tolerate harassment in the workplace.
- 9.2.1 Harassment is a discriminatory practice, in matters related to employment, on any of the following prohibited grounds under the Code: race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, conviction for an offence for which a pardon has been granted, or political affiliation or activity.
- 9.2.2 Sexual harassment is prohibited by the Code and may include:
1. Vexatious comment or conduct (which includes a sexual advance or solicitation not covered by #2);
 2. A sexual advance or solicitation made by a person who is in a position to grant or deny a benefit to another;
 3. Threat or institution of reprisal by a person in a position to grant or deny a benefit against the person who rejected his or her sexual advance.
- 9.2.3 Employees may register complaints about harassment in complete confidence with assurance of prompt action and without fear of reprisal. All harassment will be treated seriously. The procedure for handling complaints will be as set out in the Authority's Harassment Policy, HR 101, dated October 31, 1990. This policy will be applied for the life of this collective agreement. Policy attached.

- 9.2.4 An employee who believes he/she has been the subject of harassment contrary to the Ontario Human Rights Code may file a grievance in accordance with the grievance procedure or, in the alternative, file a complaint in accordance with the Authority's Policy on Workplace Harassment.

Once the grievance procedure or the Policy on Workplace Harassment has been invoked, the complainant shall be precluded from utilizing the alternate appeal procedure. However, if the Policy is invoked and the complaint is not settled on the basis of the answer provided under the Policy, the complaint may be put in the form of a grievance and the grievance shall be submitted by the Union to final and binding arbitration in accordance with the grievance procedure. In such cases, the arbitrator shall exercise only those powers listed in the grievance procedure of this Agreement.

The Arbitrator shall not have the power to change, modify, extend or amend the provisions of the Authority's Policy on Workplace Harassment. It is understood that interpretation of such Policy shall be in accordance with the Code.

- 9.3 **Workplace Conflict** – The parties recognize that from time to time conflicts in the workplace may arise requiring immediate and effective attention. Where these conflicts are non-sexual in nature but appear to constitute a form of discrimination on a prohibited ground as outlined in Article 9.1 - Non-Discrimination, they will be deemed to constitute personal harassment and will be dealt with under the provisions of Article 9.2 - Harassment.
- 9.3.1 Where conflict arises that does not involve harassment on a prohibited ground as per Article 9.3 the Authority shall take the appropriate action to resolve such conflicts with the cooperation of the Union.
- 9.3.2 In order to ensure harmonious relations within the workplace, the parties agree that “unacceptable behaviour” which results in a denial of an individual's dignity and respect, which threatens to affect the well-being or job performance of the individual and/or which is found to be offensive, embarrassing, or humiliating, will not be tolerated.
- 9.3.3 Where a complaint alleging “unacceptable behaviour” is made, an investigation will occur and the parties will work cooperatively towards resolution of the complaint.
- 9.3.4 Complaints will be put in writing to the Director, Human Resources or designate, and should include sufficient detail to permit an investigation. Such reports will be kept confidential and the contents made available only to those directly involved.
- 9.3.5 The Authority will take disciplinary or other remedial action as it deems appropriate based on the situation. Such action will be in keeping with the disciplinary processes of the collective agreement when it involves a member of the bargaining unit.

ARTICLE 10

SENIORITY

- 10.1 Seniority, as referred to in this Agreement, shall mean length of continuous service with the Authority. Any employee who is hired into the bargaining unit shall be on probation as per Article 11.4. On successful completion of the probationary period employees will be credited with seniority from date of hire. It is understood and agreed that work on any part of a day, counts as a day worked for the purposes of this Article.
- 10.2 An employee shall lose all seniority and his/her service shall be deemed to have terminated if:
- a) an employee quits;
 - b) an employee is discharged and not reinstated under the terms of this Agreement;
 - c) an employee has been laid off for a period in excess of his/her length of seniority or twelve (12) months whichever is the lesser, subject to Article 18.
 - d) an employee fails to notify the Authority of his/her intentions to return to work within five (5) business days of receipt of notice of recall and report within seven (7) calendar days from receipt of such notice or at the date specified in the recall notice. Notice of recall may be by telephone, confirmed by registered mail to the employee's last address registered with the Authority. If notice is by registered mail, it shall be deemed to have been received on the second day following registration;
 - e) an employee utilizes any leave of absence for purposes other than for which the leave was granted, or fails to return to work after expiration of a leave of absence without providing a reason satisfactory to the Authority;
 - f) an employee is absent from scheduled work for a period of three (3) consecutive working days without notifying the Authority of such absence and providing a reason satisfactory to the Authority.
- 10.3 The Authority shall maintain lists showing the name, address, seniority, department and current classification of employees. The seniority lists shall be revised and copies provided to the Local Union President.

ARTICLE 11

RECRUITMENT PROCESS

11.1 **Job Posting**

Where a permanent position within the bargaining unit becomes vacant, and if the Authority wishes to fill such a vacancy, it will be posted. The posting shall indicate those qualifications required by the Authority.

11.2 Such vacancies shall be posted for a period of ten (10) calendar days and employees bidding on job vacancies must make written application to the Human Resources Department no later than the tenth day of the posting.

11.3 Vacancies caused by absence due to illness, accident, leaves of absence and operational emergencies, which are not expected to exceed twelve (12) months based on calendar days, will be posted at the discretion of management.

11.4 **Probation Period**

- a) The probation period shall be 12 months, with an option for a further 6 month extension. Probationary time shall be time worked.
- b) The Authority may dismiss a probationary employee for any reason provided it does not act in bad faith and this shall constitute a lesser standard for the purpose of Section 43.1 of the Ontario Labour Relations Act. (See grievance procedure for further language).

11.5 **Promotion or Transfer**

The Authority shall consider applicants within the bargaining unit for whom a successful bid would result in a promotion or transfer (as defined herein) to a higher or equal rate classification. In cases of promotion or transfer, the following factors shall be considered:

- a) Skill, ability, performance, qualifications and experience;
- b) Seniority within the Union at the Authority;

When the matters in factor a) are relatively equal in the opinion of Authority, then factor b) shall govern.

11.5.1 **Trial Period.** An employee who has been selected as a successful applicant under this Article shall have a trial period of forty-five (45) working days. If, during this time the Authority determines that the employee cannot satisfactorily perform the job or, if the employee wishes to return to his /her former position, the Authority will endeavour to return the employee to his/her former position.

11.6 If a vacancy has not been filled on the foregoing basis, the Authority may fill the job in question at its discretion.

- 11.7 The Authority may assign any employee to any vacancy on a temporary basis until the position is filled.
- 11.8 The Authority may engage individuals under a limited term contract to meet specific operational needs provided such an engagement does not displace a permanent employee or serve to avoid filling a permanent position.
- 11.9 **Secondments** - Positions within the bargaining unit identified by the Authority as being open to secondment shall be posted in accordance with Article 11.2 and selection shall occur in accordance with Article 11.5. Bargaining unit members are eligible to apply for posted secondments to positions outside the bargaining unit and where the bargaining unit member is successful the salary shall be agreed upon by the employee and the Authority.

An employee will be considered for secondment only after one (1) year in his or her current classification and may not have more than one (1) secondment in any two- (2) year period, unless otherwise mutually agreed.

Secondments shall be voluntary for a defined term, usually not to exceed one (1) year and subject to termination by either the Authority or the employee giving reasonable notice to the other. Prior to an extension of any secondment, the parties shall review the need to continue the seconded position. The employee shall have the right to return to his or her former or equivalent position at the conclusion or termination of the term of secondment.

The employee shall progress through the salary range of their former classification in the normal manner and there shall be no change in anniversary date. However, in no case will the employee be paid less than the minimum rate for the seconded classification.

The Authority agrees that any vacancy created in the bargaining unit as a result of an employee's secondment may be filled by another secondment or by a temporary employee.

Once the Authority has filled the seconded position the Union shall be notified.

ARTICLE 12

PERFORMANCE MANAGEMENT

- 12.1 The intent of the performance management program will be to promote the development of highly performing staff and thereby a highly performing Authority. The performance management program will ensure that all employees know what is expected, what standards and goals have to be met and that employees are given opportunities to develop and perform to their full potential in their position.
- 12.2 The Union and the Authority will work jointly, pursuant to Article 30 Joint Committee, in the implementation of the performance management program, which shall be done as expeditiously as possible on signing of this collective agreement.
- 12.3 An employee, the Local and the Union will be notified in writing of any expression of dissatisfaction concerning the employee's work. Such expression of dissatisfaction shall constitute a report on performance and will contain facts relevant to the complaint, allegation or accusation which may be detrimental to the employee's advancement or standing within the Authority, when the complaint or accusation is made.

ARTICLE 13

GENERAL SALARY PROVISIONS

- 13.1 Employees will be paid according to the salary scale applicable to the classification to which they are assigned with credit for industry experience by the Authority at the time of hiring. The placement of a new hire on the salary scale will be at the discretion of the Authority.
- 13.2 Progression along the salary scale within each classification will occur at the start of the pay period nearest the employee's anniversary date of employment.
- 13.3 When a full time employee is promoted to fill a vacancy in a higher pay classification, the employee shall move into the higher pay classification on the first day of the next complete pay period. This date shall become the employee's anniversary date for pay purposes and for progression along the salary scale in the higher pay classification.
- The promoted employee shall be placed in the step in the higher pay classification that provides an increase of at least 4.5%.
- 13.4 The basic salaries set out in Article 40, are minimum basic salaries. It is agreed that the Authority may continue its policy of granting discretionary increases or payments.

ARTICLE 14

TEMPORARY UPGRADING

- 14.1 When the Authority temporarily assigns an employee to perform work in a higher classification than that to which the employee is usually assigned, for a minimum of one (1) workday, the employee shall be paid an upgrade of twenty-two dollars and fifty cents (\$22.50) per day.

- 14.2 When an employee agrees to be temporarily assigned by the Authority to perform work outside of the bargaining unit, the salary shall be agreed upon by the employee and the Authority in accordance with the Authority's Policy on Temporary Upgrades (HR 208).

- 14.3 Nothing in this Agreement shall entitle an employee to a temporary upgrade for training and/or directing the work of new and/or less experienced employees.

ARTICLE 15

HOURS OF WORK AND OVERTIME

- 15.1 Employees may be scheduled in one of two different methods. Management shall determine the type of scheduling based on the nature of the work and the degree of flexibility required.

There will be two types of work arrangements:

- a) Scheduled - which involves working scheduled hours , and
- b) Self-assigned - which involves the employee working no set routine schedule,

15.2 **Scheduled:**

- 15.2.1 Employees who are scheduled, undertake to arrange their hours of work in order to complete the assignment consistent with economy of operation and quality of work.

- 15.2.2 The normal workweek for scheduled employees will be thirty-five (35) hours per week. There shall be no split shifts.

There shall be 2 consecutive days off for each workweek (a 7-day cycle) which shall be referred to as “scheduled days off”. The two (2) days off may be in separate workweeks. The Authority shall continue to make every reasonable effort to schedule days off on weekends as frequently as reasonably possible. However, it is recognized there are specific assignments which for program continuity or related purposes may require certain employees to be assigned to work weekends on a regular basis. If it becomes necessary to schedule work on a day-off, efforts will be made to notify the employee as early as possible.

15.3 **Overtime**

- 15.3.1 Scheduled employees will be given overtime credit for hours worked in excess of one hundred and forty (140) hours up to one hundred and sixty (160) hours over four (4) weeks (the averaging formula). Such overtime credit shall be compensated by time in lieu at straight time. This time shall be scheduled by management. Should the time in lieu not be scheduled then Article 15.4.1 iii) will apply. It is understood annual leave has clear priority over an employee’s time off in lieu. Prior authorization for any work beyond the one hundred and forty (140) hours in the 4-week cycle must be obtained from the appropriate supervisor to receive the overtime credit.

- 15.3.2 When an employee works more than one hundred and sixty (160) hours in the 4-week cycle, employees shall be paid one and one half times their regular salary for each hour worked in excess of one hundred and sixty (160) hours or shall be granted equivalent time off in lieu of payment calculated on the same basis. Prior authorization for any work beyond the one hundred and sixty (160) hours in the 4-week cycle must be obtained from the appropriate supervisor in order to claim pay or the equivalent time off in lieu of payment.

- 15.3.3 The scheduling of time off in lieu will take into consideration the employee's request and operational requirements. However, the parties recognize that the intent of this Article is to allow members of the bargaining unit to take their overtime as time off instead of being paid. Best efforts must be made to meet this intent and schedule such time off.
- 15.3.4 Any paid leave such as sick leave, holidays, annual leave and time off in lieu shall be credited as part of the averaging formula as time worked to a maximum of seven (7) hours per day.
- 15.3.5 It is recognized there are business and operating requirements which may necessitate overtime work being performed. The Authority, however, will not require employees to work an excessive amount of overtime.
- 15.3.6 Concerns regarding hours or assignment of duties shall be the subject of discussion between the employee and immediate supervisor or his/her delegate with a view to developing a satisfactory resolution. If after the meeting the employee is not satisfied, the complaint/issue will be forwarded to the Joint Committee for further review. Every effort will be made by the parties to resolve the matter.

15.4 **Time Off in Lieu Accumulation**

- 15.4.1 A scheduled employee may at his/her discretion accumulate and take equivalent time off in lieu of payment for overtime hours (i.e. hours worked in excess of 160 hrs.) shall record the equivalent hours on his or her time sheet. Such time shall be known as Time in Lieu.
- (i) Time in Lieu may be accumulated to a maximum of 120 hours between July 1st and June 30th each year. Time in Lieu will be scheduled to be taken at a time mutually agreed to by the employee and his or her supervisor.
 - (ii) The time in lieu option applies only to the equivalent of half or full days based on the accumulated eligible work hours. Any hours in excess of this maximum will be paid at the appropriate rate.
 - (iii) All time in lieu accumulated up to and including the last pay period in May shall be liquidated in cash and paid out by July 3rd except as follows:
 - a) accumulated time in lieu may be taken as time off up to the last pay period in August if such time off is scheduled and approved before the time sheet due date for the last pay period in May;
 - b) accumulated time in lieu included in a time sheet submitted after the time sheet due date for the last pay period in May will be carried forward to the next accrual period.
 - c) if employment is terminated for any reason, accrued time in lieu shall be paid out in full.

15.4.2 In the event this time in lieu is not taken in full within the year (i.e. prior to the time sheet due date for the last pay period in May), such credits shall be paid-out at the rate they were originally earned.

- Time off may, by mutual agreement, be added to an employee's annual leave. It is understood annual leave has clear priority over an employee's time off in lieu request.

15.5 **Self-Assigned Employees:**

15.5.1 Employees who work on a self-assigned schedule will not have any entitlement to overtime. Although there are no set hours for self assigned persons, the guideline to be used is a normal work week consisting of thirty-five (35) hours. It is also understood that self-assigned employees have no entitlement for overtime for work on a day-off or work on a statutory holiday.

15.5.2 Self-assigned employees will have the opportunity to discuss workload arrangements with their supervisor. Workload will be administered in accordance with the following:

- a) The Authority will, at a minimum, conduct an annual workload review with each employee. The review will consider the nature of the employee's assignment, the organization of staff and facilities, program objectives, the demands on time, the number of rest days likely to be worked and the employee's expected pattern of work.
- b) Employees who believe they have a workload issue which is regular and continuing, which in their opinion requires remedial action shall request a review. The employee and immediate supervisor or his/her delegate shall meet to discuss the workload with a view to developing a satisfactory resolution. Such resolution may include:
 - i) alternative organization of staff and facilities;
 - ii) changes to the assignment; or
 - iii) other acceptable alternatives.
- c) If after the meeting the employee is not satisfied, the complaint/issue will be forwarded to the Joint Committee for further review.

15.5.3 The following Articles will not apply to self-assigned employees:

Overtime – Article 15.3

Work on a Scheduled Day Off – Article 15.2.2

Time in Lieu – Article 15.4

- 15.6 An employee's time sheets shall not be changed without notifying him/her when such change results in a reduction of the employee's claim. The employee will be required to submit time sheets as directed by management.
- 15.7 The provisions of this article will be applicable during the life of this agreement. It is understood that the provisions of this article shall be applied in a fair and reasonable manner to enhance and make the workplace more effective.

ARTICLE 16

CALL BACK AND NIGHT DIFFERENTIAL

- 16.1 Call-Back is defined as those hours credited to a scheduled employee who has completed a regular workday and is called back to perform further work.
- 16.2 A scheduled employee who accepts a call-back to work after the completion of a regular workday and who has left the Authority's premises, shall be paid for the hours worked at the basic rate. Such hours worked will be credited to the averaging formula for overtime (as per Article 15 – Hours of Work), with a minimum credit of four (4) hours.
- 16.3 A scheduled employee, at his or her discretion may refuse to work a call-back (Article 16.1 and 16.2) and shall not be penalized for such refusal. Should an employee refuse a call-back, the Authority may assign work to anyone.
- 16.4 Night Differential – A scheduled employee who works more than two (2) hours between 2400 and 0700 hours shall be paid a night differential of fifteen per cent (15%) of the basic rate for hours worked between 2400 and 0700. Prior authorization will be required in order to receive the Night Differential.

ARTICLE 17

MEAL PERIODS AND COFFEE BREAKS

- 17.1 The Authority shall continue its informal practice of permitting food and beverages to be consumed at convenient periods throughout the working day.
- 17.2 **Break Periods** - All employees shall receive a reasonable break period during each four- (4) hour portion of their workday.
- 17.3 **Meal Period** - A meal period of one (1) hour without pay shall be granted to all employees of the bargaining unit. Mutually acceptable arrangements will be made within each program area in determining when this break will be taken.
- 17.4 **Meals on Remotes**
For locations where facilities serving food are not readily available to the employees during the assigned meal period the Authority shall:
- (a) allow the employees sufficient added time and supply adequate transportation to travel to a place where food can be obtained, or
 - (b) at the Authority's expense provide the employees with an appropriate meal which shall include a hot main course where circumstances permit.

ARTICLE 18

PERMANENT LAYOFF

- 18.1 When the layoff of permanent employees is anticipated, the Authority shall determine the positions to be eliminated and/or the number of employees to be laid off. It is the intention of the Authority to give the Union as much advance notice of layoffs as is practicable in order that discussions may be held to provide an orderly and equitable lay-off procedure.

If it becomes necessary for the Authority to lay off employees, the Authority shall provide to the employee(s) affected:

- a) At least four (4) weeks' notice in writing in advance of the proposed layoff; or
- b) Pay in lieu of notice, provided that the pay in lieu, or combination of notice and pay in lieu equals four (4) weeks.

Notice or a combination of notice and pay in lieu shall be such length of time as prescribed by legislation if it is longer than four (4) weeks.

- 18.2 a) For layoff purposes, the Authority will, unless otherwise determined by mutual agreement of the parties, attempt to place the affected employee through the following process:
- i) an employee to be laid off will be given first opportunity to fill any existing vacancies within the bargaining unit provided they have the necessary skill, ability, performance, qualifications and experience;
 - ii) an employee to be laid off will be given preferential consideration for existing vacancies outside the bargaining unit provided that, in the opinion of the Authority, he or she satisfies the necessary qualifications;
 - iii) if there is more than one qualified candidate with the necessary qualifications for a vacancy, the Authority will choose the candidate with the most seniority.
- b) It is recognized that should a laid off employee be successfully placed into vacancy under this Article, the employee may require a short period of familiarization in the new classification.

18.3 **Layoff**

The following is the process and procedure for layoff of permanent employees: For the purpose of layoff, the organization shall be divided into three (3) programming areas: Kids, Teens (i.e. high school level, commencing at grade 9) and Adults. The layoff process will be based on the classification and seniority of the so affected employee. Layoff will proceed in the following manner.

- a) Layoffs are based solely on the junior position within the classification of a particular programming area.

- b) In event of a layoff, where the affected employees have greater seniority than the most junior in the same classification within the programming area, the most junior employees will be laid off and the more senior employees will be reassigned based on skill, ability and experience to the remaining positions within the programming area. The Union recognizes the Authority's right to reassign based on the criteria listed in Article 18.2(a).
 - c) Where the skill, ability and experience of an employee is unique to the tasks which he/she performs within a programming area, and are such that no other employee in the same programming area and affected classification can perform the duties at the level of that employee, the employee will not be affected by the layoff process regardless of seniority. The layoff process would then continue with the next employee on the seniority list within the classification and programming area.
- 18.4 **Re-Engagement of Laid-Off Employees** - Laid off permanent employees who have at least one (1) year of Authority seniority will retain their seniority, continue to have benefits entitlement for a period of 3 months and will have recall rights for a period of eighteen (18) months provided that the laid off employees inform the Authority in writing at one (1) year of layoff that they wish to continue recall rights for a further six (6) months.
- 18.5 When the Authority determines a vacancy exists, the Authority will recall the former employees in order of seniority within the classification who have recall rights in accordance with Article 18.4 and who have the qualifications, as per Article 11.5 a), to fill the vacancy. Employees accepting a recall in other than their previous job classification shall be paid the wage appropriate to the new classification.
- 18.6
- a) The Authority's responsibility will be considered fulfilled if the Authority gives notice of recall in writing and ensures delivery by hand or registered mail to the laid off employee's last known address. If the laid off employee does not advise the Authority of his intentions within five (5) business days of the notice being delivered and return to work within a further seven (7) calendar days of the date of the recall notice, or the date specified in the recall notice, whichever is later, the laid off employee will have waived the recall and his seniority will cease.
 - b) A laid off employee who is unable to return to work for just and sufficient cause within the timeframe set out in 18.6a may decline one (1) recall offer, retaining his seniority and will become the next available employee on the re-hiring list, subject to the limitations of Article 18.4.
- 18.7 An employee to be laid off will be entitled to severance pay on the following basis:
- a) After one (1) year of completed service three (3) week's salary for each year of service up to a maximum of 18 months of annual salary. With respect to incomplete years, the severance pay shall be on a pro-rata basis calculated to the nearest month;

- b) At the time of layoff, the employee may choose to receive severance payment and forfeit recall rights thereby terminating employment with the Authority or retain recall rights as indicated in Article 18.4 and on completion of recall, severance pay under this Article will be paid out;
- c) The employee shall notify the Authority in writing of his intention to elect severance and forfeit recall rights as early as possible, but in any event no later than his last day of work. Severance will be paid out no later than four (4) weeks following his last day of work;
- d) Laid off employees on recall may forfeit recall rights at any time by advising the Authority in writing of such request and will receive severance pay in accordance with this Article within four (4) weeks.

18.8 Severance pay shall not be subject to checkoff for union dues.

18.9 The provisions of Article 18 apply only to permanent employees. Contract employees will not be affected by this process.

ARTICLE 19

SHORT-TERM LAYOFF

- 19.1 Short-term layoff will occur as follows:
- a) layoff resulting from a planned temporary closure of any part of the Authority's operations during all or part of the production cycle;
 - b) any other temporary layoff which is not anticipated to exceed three (3) months in length.
- 19.2 It is understood that such a layoff will not result in the displacement of any other employee in the bargaining unit.
- 19.3 In cases of short-term layoff, the Authority will endeavour to give as much notice as possible but not less than two weeks. The short term layoff notice will include the effective date of layoff and the date of return to work.
- 19.4 There will be no interruption in benefits or seniority for the duration of a short-term layoff.

ARTICLE 20

ANNUAL VACATION

20.1 The vacation year shall be from January 1st to December 31st. Employees are entitled to and shall receive an annual vacation with pay on the following basis:

(a) Leave with pay shall be given to employees annually at the rate of one and one quarter (1 1/4) days for each completed calendar month of service.

(b) Employees who have completed six (6) years continuous service with the Authority will receive, effective with the month following the month in which they completed six (6) years service, vacation credits at the rate of one and two-thirds (1 2/3) days for each completed calendar month.

(c) Employees who have completed seventeen (17) years continuous service with the Authority will receive, effective with the month following the month in which they completed seventeen (17) years service, vacation credits at the rate of two and one-twelfth (2 1/12) days for each completed calendar month.

(e) Employees who have completed twenty-five (25) years continuous service with the Authority will receive, effective with the month following the month in which they completed twenty-five (25) years' service, vacation credits at the rate of two and one-half (2 1/2) days for each completed calendar month.

20.2 If employment is terminated for any reason, accrued vacation credits shall be liquidated in cash.

20.3 **Scheduling of Annual Vacation** - Employees may take their vacations at any time during the year subject to operational requirements. Preference shall be given to employees within each classification on the basis of Authority seniority. Employees will be encouraged to use their accumulated vacation time during the production hiatus periods.

The employee's application shall be submitted, in writing, on a form prescribed by the Authority, to the supervisor at least sixty (60) calendar days in advance of the projected vacation and the Authority shall confirm the granting or denial of such dates within ten (10) working days following its submission.

Where employees require long-term notice of vacation schedules to plan and confirm travel arrangements, the Authority will endeavour to confirm the granting or denial of such vacation requests within ten (10) working days following its submission.

As in the past, the Authority will not unreasonably deny requests for vacation schedules on short notice.

An employee with any unused vacation credits on October 1st of each year, shall have until November 1st to submit an application to schedule his/her unused vacation credits. Any vacation credits not scheduled to be taken before December 31st will be assigned by the Authority provided the employee is given at least two (2) weeks' notice of the assigned vacation.

- 20.4 **Vacation Carry Over** - For good and sufficient purposes an employee may elect to carry over up to two (2) weeks of annual vacation leave from one year to the next. An employee who wishes to carry over a portion of vacation shall so request in writing to his or her department head for approval at the time the employee requests a choice of vacation leave for the current year.

ARTICLE 21

HOLIDAYS

21.1 **Holidays and Holiday Pay** - The Authority recognizes the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

In addition an employee may choose three (3) floating holidays with regular pay. The employee shall notify the Authority in writing of the desired floating holiday(s) in sufficient time to allow the scheduling provisions of this Agreement to be met. The three (3) floating holidays may be taken at any time between January 1st and December 31st of the current year providing that the scheduling of such floating holiday is approved in advance. Should an additional holiday be proclaimed by the Federal or Ontario Governments as being applicable to employees, one floating holiday shall be allocated to this additional holiday and the employee shall be limited to two (2) floating holidays. Floating holidays may not be carried over into the next calendar year.

21.2 Employees shall be compensated for the above holidays in the following manner:

(a) If the holiday falls on a work day and the employee is not required to work, he or she shall receive the normal basic pay for such day.

(b) If the holiday falls during the employee's vacation period, the vacation shall be extended by one (1) day, or in lieu thereof the employee shall be given one (1) day off at a mutually agreeable time and the employee shall confirm the arrangements in writing prior to commencing vacation.

(c) If the holiday falls on a scheduled day off, and the Authority has not designated an alternative day as a common holiday, the employee may add one day to his or her annual leave or be given one day off with pay at a mutually agreeable time. The employee shall confirm the arrangement in writing.

(d) If the holiday falls on a regularly scheduled work day and the employee is required to work, the employee shall receive two and one-half (2 1/2) times the normal daily basic pay.

(e) When a floating holiday is taken, an employee shall be credited with the normally scheduled hours in that work week.

ARTICLE 22

JURY OR WITNESS DUTY

- 22.1 A permanent employee called to serve on a jury or to obey a subpoena on a scheduled work day shall receive his or her regular day's pay during such periods, less the amount they receive in payment for such calls, provided the employee returns to work if released from jury or witness duty prior to 1200 hours.
- 22.2 Employees serving on a jury or obeying a subpoena will not be assigned to work on evenings on the same day without their agreement.
- 22.3 Leave for Jury or Witness duty will not be denied to contract employees after three (3) months of continuous employment without a break of more than ten (10) working days.

ARTICLE 23

GENERAL LEAVE

- 23.1 The Authority may grant a leave of absence with or without pay to a permanent employee requesting such leave for a good and sufficient cause. Such requests shall be in writing and in accordance with the Authority's current practices and policies concerning Leaves of Absence.

ARTICLE 24

BEREAVEMENT AND SPECIAL LEAVE

- 24.1 It is the Authority's policy to permit a permanent employee to take time off with pay for a period of up to six (6) days where such time off is necessitated by death in the immediate family. This includes spouse, child, parent (including in-law), brother, sister (including in-law), aunt, uncle and grandparent.
- 24.2 In the event that bereavement occurs during permanent employee's scheduled vacation period, up to six (6) days bereavement leave will be paid and this time shall be credited to the permanent employee's vacation time.
- 24.3 Bereavement leave will not be denied to contract employees after three (3) months of continuous employment without a break of more than ten (10) working days.
- 24.4 Special Leave with or without pay may be granted to an employee by the Authority for the purposes other than those set out in Article 24.1. Special Leave is intended to assist an employee in coping with domestic and unforeseen emergencies that affect the employee and the employee's immediate family.

ARTICLE 25

UNION LEAVE

- 25.1 **For Union Business** - The Authority agrees that permission will be granted upon request to release up to two (2) representatives of the Union to leave their employment temporarily in order to carry on investigations or meetings with the employer with respect to a grievance or complaints and they will suffer no loss of pay for the time so spent.
- 25.2 **Union Conventions** - Leave of absence without pay will be granted, subject to operational requirements, by the Authority to not more than two (2) employees at a time to attend Union conventions or seminars. The granting of such leave shall be conditional upon the Authority receiving a minimum of fifteen (15) working days notice. Such leave(s) shall be limited to a total of fifteen (15) working days every two (2) calendar years, but no more than ten (10) working days be taken in any one year, and nor shall more than one (1) employee be absent at the same time from the same department or area.
- 25.3 **Leave for Grievance Meeting** - Upon request by the Union, and based on operational requirements, the Authority will release up to three (3) representatives without loss of pay to attend grievance meetings. Permission to attend such meetings will not be unreasonably withheld.
- 25.4 **Leave for Union Office** - In the event an employee desires a union leave of absence without pay for a specific period for the purpose of accepting a position with the Local or Union, such leave will be granted based on operational requirements of the employee's department. Requests for such leave shall be made in writing to the Authority by the employee and the National Office of the Union. Such leave may be granted for a period of one (1) year. Permission for such leave and/or extension will not be unreasonably withheld.
- 25.5 **Leave Without Pay for Union Business:** The Authority will maintain the salary of an employee who is granted leave without pay, upon request by the Union. The Authority will deduct the gross salary for the period of such leave from the monthly dues remission sent to the Union. A statement of account showing the date(s) and name(s) of the employee(s) who were on such leave will accompany the remittance of the Union dues cheque from which this recovery is made. The statement will also identify if the leave was for "Local" or "National" business.
- 25.6 **Leave Without Loss of Pay:** Upon request by the Union, the Authority will release without loss of pay or leave credits up to five (5) representatives to attend negotiating sessions with Management. A request for leave for negotiations shall be submitted seven (7) days in advance of the first day of such sessions.

- 25.7 **Total Amount of Union Leave:** Leave will be limited to twenty (20) days cumulative, which includes the union leaves listed above, (excluding Articles 25.1, 25.3 and 25.4) in a non-negotiating year. Any additional time in a negotiating year shall be for the sole purpose of negotiations. As well, during a negotiating year, five (5) representatives will be released to attend negotiating sessions with Management without loss of pay or leave credits.
- 25.8 **Extension of Union Leave:** These leave limits may be extended by mutual agreement. Upon request by the Union, the Authority will release without loss of pay or benefits up to five (5) employees for one (1) day for the purpose of pre-negotiation meetings. Appropriate time will be provided for the purpose of ratification of a Memorandum of Settlement.

ARTICLE 26

MATERNITY AND PARENTAL LEAVE

- 26.1 **Maternity and Parental Leave - Female Employees** - A pregnant employee may apply for maternity and parental leave, and such leave shall be granted upon written request. The total maximum period of leave both before and after the delivery shall be fifty-two (52) weeks which shall include seventeen (17) weeks of maternity leave and thirty-five (35) weeks of parental leave. With at least three (3) weeks' prior notice of a desire to return to work, the employee will be reinstated in her previous position or a comparable one with no loss of salary. A further leave may be granted at the discretion of the Authority. During this further leave, vacation credits shall not accumulate nor shall the benefit plans be paid by the Authority. Permanent employees may continue in the benefit plan at their own cost.

Temporary employees: With at least three (3) weeks' prior notice of a desire to return to work, the temporary employee will be reinstated in her previous position or a comparable one with no loss of salary, provided that the period of the leave does not extend beyond the length of the existing contract. Temporary employees may continue with their benefit arrangements at their own cost.

Such leave will be granted in accordance with the Ontario Employment Standards Act 2000.

- 26.2 During the maternity leave the following salary and benefit provisions will apply to a permanent employee on the understanding that she is committed to return to work at the end of the leave and that the employee has been employed as permanent for at least one (1) year prior to the commencement of maternity leave. On application to the Authority a permanent employee is entitled to receive:

(a) for the first two weeks, the Authority will pay ninety-five percent (95%) of weekly wages based on the classification rate, according to the wage schedules listed for all permanent employees.

(b) during the following fifteen weeks, the permanent employee will receive a payment equal to the difference between the payment in (a) above and the amount of Employment Insurance Benefits she is receiving, or would be expected to receive if she qualified for benefits ("Supplemental Unemployment Benefits (SUB));

(c) during the full period of maternity and parental leave, the Authority shall continue to pay the cost of the benefit plans in which the permanent employee is enrolled. If the permanent employee fails to return to work for a period of at least four (4) months, the permanent employee shall reimburse the Authority for all payments made by the Authority pursuant to Article 27 (Employee Benefits) (c), (d), (e), (f), (g) and (h), and Article 26.2 (a) and (b), and the Authority may apply any monies which it holds to the benefit of the employee to reduce the amount to be reimbursed to the Authority;

(d) vacation credits will continue to accrue while the employee is on maternity and parental leave,

(e) in all weeks, the combination of Employment Insurance Benefits (EI), Supplemental Unemployment Benefits (SUB), and all other earnings, will never exceed ninety-five percent (95%) of a permanent employee's classification rate according to the wage schedules listed;

(f) any period of parental leave shall be without pay and shall immediately follow the seventeen (17) week maternity leave, unless the child has not yet come into the custody, care and control of the employee for the first time;

(g) a female employee who adopts a child shall be entitled to the same rights and obligations as those specified in Article 26.2, except that the period of up to fifty-two (52) weeks' leave shall commence no more than fifty-two (52) weeks after the child comes into the custody, care and control of the employee for the first time;

(h) application for maternity and parental leave shall be made in the form prescribed in Attachment #1.

26.3 Parental Leave - Male Employees

(a) Upon application, a male employee who has been employed as permanent for at least one (1) year or more shall be granted a parental leave of absence with pay of ten (10) calendar days to be taken at the time of the birth or adoption of the child.

(b) A male employee with at least thirteen (13) weeks of employment may apply for parental leave without pay for a period of up to thirty-five (35) weeks. Parental leave shall commence no more than fifty-two (52) weeks after the child is born or comes into the custody, care and control of the employee for the first time. Such leave shall be granted in accordance with the Ontario Employment Standards Act 2000.

(c) The employee shall provide at least two (2) weeks' written notice of the commencement of the leave and shall provide at least three (3) weeks' written notice of the return to work. The employee shall be reinstated in his previous position or a comparable one with no loss of salary.

(d) During the full period of parental leave, the Authority shall continue to pay the cost of the benefit plans in which the permanent employee is enrolled. If the permanent employee does not return to work for a period of at least four (4) months, the permanent employee shall be required to reimburse the Authority for all payments made by the Authority pursuant to Article 27 (Employee Benefits) (c), (d), (e), (f), (g), and (h), and the Authority may apply any monies which it holds to the benefit of the employee to reduce the amount to be reimbursed to the Authority.

(e) Vacation credits will continue to accrue while the employee is on parental leave.

(f) Application for parental leave shall be made in the form prescribed in Attachment #1.

ARTICLE 27

EMPLOYEE BENEFITS

27.1 **Benefits and Insurance** - The present Authority Disability, Medical and Life Insurance Benefit Plans will continue on the following basis, except as required by Federal or Provincial legislation. The following benefits apply solely to permanent employees. For temporary employee entitlement see Temporary Employees Article 7.

27.2 The Authority agrees to pay one hundred percent (100%) of the cost of:

- (a) Travel Accident Insurance premiums.
- (b) Salary Continuance Benefits to a maximum of fifteen (15) weeks.
- (c) Basic Life Insurance premiums at the current multiple of Individual salary.
- (d) Accidental Death or Dismemberment premiums.
- (e) Major Medical Plan premiums including semi-private care.
- (f) Long Term Disability premiums.
- (g) Dental Care Plan.
- (h) Vision Care Plan.

The Authority shall provide employees with a summary of benefits.

27.3 (a) When absent due to illness, employees shall give as much notice as possible when calling in sick to his/her immediate supervisor prior to the start of the work day.

(b) For absences of three (3) consecutive days or more, a medical certificate stating that the employee is unable to perform his/her duties is required. The Authority may request a medical certificate for absences of less than three (3) days. The immediate supervisor shall inform the employee of this requirement. The employee shall immediately submit a medical certificate which conforms with the requirements of Attachment #2 to the Human Resources Department. An employee is not obligated to inform the immediate supervisor of the nature of the illness or injury, its diagnosis or any other information on the medical certificate.

27.4 Should an employee be injured or become ill while on vacation in such a manner as to legitimately impair his/her vacation, salary continuance benefits shall be paid for such absence in accordance with Article 27.1, and the unused days of vacation shall be credited to the employee. Such leave shall be paid in the following manner:

(a) commencing on the first day of injury resulting from an accident when a physician's certificate has been provided to the Authority;

(b) commencing on the third day of illness when a physician's certificate has been provided to the Authority;

(c) commencing on the first day of an illness when during such absence the

employee is hospitalized and a physician's certificate has been provided to the Authority.

- 27.5 As indicated during our negotiations, the parties agree to continue participate in the Consultative Committee on Staff Benefits to investigate alternative and cost effective benefit arrangements, in an effort to meet the Board decision to obtain required cost savings.

ARTICLE 28

PENSION PLAN

- 28.1 The pension plan for all those employees who shall be converted to permanent staff shall be a defined contribution plan. The Authority will contribute an amount equal to 3% of the employee's biweekly salary and the employee shall contribute a minimum of 2% of their biweekly salary. The employee may contribute up to 6% of their biweekly salary. Participation in this plan will commence with the date the employee assumes permanent status.
- 28.2 All current permanent staff will remain in the pension plan they are currently enrolled in.

ARTICLE 29

TRANSPORTATION AND TRAVEL EXPENSES

29.1 **Transportation Expenses and Conditions –**

The Authority shall reimburse each employee for all necessary authorized travel and other expenses. Use of the employee's own vehicle for transportation in connection with assigned duties must be authorized before reimbursement will be made. In such cases, the Authority shall reimburse the employee at the rate of thirty-one cents (31¢) per kilometer, or any higher amount as authorized by Authority policy. An additional six cents (6¢) per kilometer will be paid to employees who are required to use their vehicles for the transport of goods as part of their job function.

29.2 The Authority shall have the right to determine the method of transportation except that employees shall not be required to use their own vehicles unless they consent.

29.3 The Authority agrees to maintain adequate liability insurance on all its owned or rented vehicles which it requests any employee to drive. No employee shall be authorized to use a personally owned automobile on Authority business unless it is covered by adequate insurance. The inclusive coverage for third-party liability insurance in the Province of Ontario must be no less than one million dollars (\$1,000,000) or any greater amount as required by Ontario legislation.

29.4 Employees shall not be credited for time or expenses incurred in reporting to and from work at the Authority's "in-town" locations. Employees shall be credited with all time used thereafter during their day's assignments, e.g., as travelling time between studios and/or remotes and other assignments in which travelling is authorized.

29.5 **Per Diem and Travel Expenses –**

Out-of-town assignments shall be those outside Metropolitan Toronto and Lester B. Pearson Airport, and Ottawa Local Area as defined by the attached maps.

(a) Employees on overnight out-of-town assignments shall receive a per diem allowance of sixty dollars (\$60) or any higher amount, as authorized by Authority policy, to cover the cost of meals and miscellaneous expenses for each twenty-four (24) hour period. When partial days are involved, the per diem allowance to a maximum of sixty dollars (\$60) shall be allocated as follows:

ten dollars (\$10) for breakfast;
fifteen dollars (\$15) for lunch;
twenty-five dollars (\$25) for supper; and
ten dollars (\$10) for miscellaneous expenses.

Where, in the Authority's opinion, exceptional conditions require higher per diems, the Authority agrees to pay the additional expenses upon documentation of such need and subsequent presentation of receipts. Further it is understood that per diem allowances will not be paid when employees are assigned in isolated locations where the Authority provides lodging and appropriate meals. In such circumstances the ten dollars (\$10) miscellaneous allowance will continue to be paid.

(b) Employees on out-of-town assignments who do not receive a per diem allowance, in accordance with the aforementioned paragraphs, shall receive a meal allowance for each meal to which the employees are entitled under Article 17, in accordance with the following schedule:

ten dollars (\$10) for breakfast;
fifteen dollars (\$15) for lunch;
twenty-five dollars (\$25) for supper.

Meal allowances shall not be paid when the Authority supplies an appropriate meal.

(c) The meal allowance cited in paragraphs (a) and (b) above shall be paid in accordance with the following schedule: breakfast allowance for any meal period assigned between 0500 and prior to 1100 hours; lunch allowance for any meal period assigned between 1100 and prior to 1630 hours; a supper allowance for any meal period assigned between 1630 hours and prior to 2230 hours. A lunch allowance shall be paid for any meal period outside of these hours or for second meals within the same time period.

29.6 Employees on out-of-town assignments who require overnight accommodation shall receive in addition to the per diems in Article 29.5, first class, single accommodation, equivalent to AAA (American Automobile Association) or CAA (Canadian Automobile Association) standards. In certain circumstances, accommodation in accordance with the above may not be readily available, in the opinion of the Authority. In such instances the employee shall receive ten dollars (\$10) in addition to the Authority providing accommodation.

29.7 Per diems shall be in addition to the following allowable expenses, where duly authorized:

(a) Cost of first-class transportation (economy airfare) including chair or parlor car seat, and when applicable, automobile mileage/kilometre allowance.

(b) Cost of limousine bus service (or taxi if limousine is not available) between residence and station or airport at point of departure and return, and between station or airport and hotel at point of destination.

(c) Cost of vehicles for transport of equipment.

(d) Cost of extra assistance in handling equipment.

(e) Cost of fax/e-mail and long distance telephone calls required for Authority business.

(f) Cost of the first five (5) minutes of a phone call home on the first day and every second day thereafter on out-of-town assignments.

29.8 An advance to cover the estimated per diem costs and allowable expenses will be given to employees before departure.

- 29.9 Upon application by the employee, the Authority will provide the cost of foreign exchange and/or the cost of traveller's cheques upon presentation of a receipt when the advance exceeds one hundred dollars (\$100).
- 29.10 Employees must submit claims for meal allowances and other allowable expenses, where duly authorized, within thirty (30) days of incurring such claims or the claims will be invalid.
- 29.11 Employees not reporting to the main office of the Authority shall be provided with access to personnel services (e.g., benefit forms, cheques, notice of vacancies) upon request at the location.

ARTICLE 30

JOINT COMMITTEE

- 30.1 The purpose of the Joint Labour-Management Committee is to promote harmonious relations between the Authority and its employees and to discuss problems in open and honest dialogue.

A Joint Labour-Management Committee shall be set up consisting of four (4) employee representatives of the Union, and four (4) representatives of the Authority. With the mutual agreement of the parties, additional representatives may be admitted to meetings.

The Committee shall concern itself with matters of the following general nature:

1. Improvement of employee relations.
2. Promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of operations.
3. Suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
4. Correction of conditions having the potential to give rise to grievances and misunderstandings.
5. Any other matter deemed appropriate such as, issues related to restructuring, performance management, professional issues, and use of outside resources.

The Committee shall meet at least once per quarter at a mutually agreeable time and place. Either party may request a meeting at any time. When either party submits agenda items, the other party shall respond with their items, if any. Such agenda and notice of the meeting shall be distributed to members at least forty-eight (48) hours in advance of such meeting or with such lesser notice as may be mutually agreed when required. The Committee shall only consider issues on the agenda unless otherwise mutually agreed.

The Authority and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of each meeting of the Committee shall be prepared and signed as promptly as possible after the close of the meeting by the joint Chairpersons. The signed copies of the minutes shall be delivered to the Union and the Authority within two (2) weeks following the meeting.

None of the activities and decisions of the Committee shall take precedence over the activities of any other committee of the Union or the Authority and the Committee does not have the power to bind either the Union or its members or the Authority to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Authority with respect to its discussions and conclusions.

If the meetings are scheduled during the employees normal working hours, time spent away from regular duties shall be without loss of straight time remuneration.

ARTICLE 31

NEGOTIATING COMMITTEE

- 31.1 The Authority will recognize a Negotiating Committee composed of a Staff Representative of the Union and not more than five (5) bargaining unit employees, appointed or elected by the Union, including the Local Union Chairperson, all of whom have completed one (1) year of continuous service with the Authority.
- 31.2 The Union will advise the Authority in writing of the names of all employees who will serve on this Committee.
- 31.3 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations.
- 31.4 The Authority agrees to allow members of the Negotiating Committee time off work without loss of pay on each day the Committee is scheduled to meet and does meet with members of Management. The Authority will grant time off to the Negotiating Committee should any bargaining matters be lodged at interest arbitration. Such leave will be with pay on the basis that the Union reimburses the Authority.

ARTICLE 32

GRIEVANCE PROCEDURE

- 32.1 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 32.2 At any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her or his union representative.
- 32.3 It is the intent of the parties that complaints of an employee shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she or he has first given her or his immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his immediate supervisor within ten (10) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. This discussion may include consultation, advice and assistance from others. Unless otherwise agreed, if there is no settlement within these ten (10) working days, the complaint may be taken up as a grievance under Clause 32.4.
- 32.4 Failing a satisfactory settlement under 32.3 above within fifteen (15) working days following the matter giving rise to the grievance, an employee may submit a written grievance, through the Union, signed by the employee to the Director of Human Resources or designate. A meeting will then be held between the Director of Human Resources or designate and the Grievance Committee within fifteen (15) working days of the date of submission of the grievance unless extended by agreement of the parties. It is understood and agreed that a representative(s) of the Union and the grievor may be present at the meeting. It is further understood that the Director of Human Resources or designate may have such assistance as she or he may desire at such meeting. The decision of the Authority shall be delivered in writing within ten (10) working days following the date of such meeting.
- 32.5 A complaint or grievance arising directly between the Authority and the Union concerning the interpretation, application or alleged violation of the Agreement shall be submitted in writing within ten (10) working days following the circumstances giving rise to the complaint or grievance. In such circumstances, the Union shall file a grievance with the Director of Human Resources or designate. A grievance by the Authority shall be filed with the Bargaining Unit President or designate.
- 32.6 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance, in writing signed by each employee who is grieving to the Director of Human Resources or designate, within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated according to Clause 32.4 and the applicable provisions of this Article.

32.7 The release of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary employee is released for:

- a) Reasons which are arbitrary, discriminatory or in bad faith;
- b) exercising a right under this Agreement.

Arbitration

32.8 a) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. The parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may, by written agreement extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

b) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to a sole arbitrator at the request of either party in writing and as hereinafter provided. Names of preferred arbitrators will also be provided in writing. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under 32.4 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under 32.4, it will be deemed to have been received within the time limits. Transmission by fax or e-mail will satisfy this requirement.

32.9 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Authority and the representatives of the Union will be final and binding upon the Authority and the Union and the employees in question.

32.10 A sole arbitrator may proceed by way of mediation-arbitration with the mutual written consent of the parties.

32.11 Once appointed, the sole arbitrator shall have all powers as set out in *The Ontario Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

The decision of the arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

32.12 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure described in this Article.

- 32.13 Each of the parties hereto will share equally the fees and expenses, if any, of the sole arbitrator.
- 32.14 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of *The Ontario Labour Relations Act*.
- 32.15 In order to promote the principles of a collaborative approach to resolving grievances in a timely and effective manner, the Union and the Authority agree to jointly develop education sessions designed to assist the parties.

ARTICLE 33

UNION ACCESS TO PREMISES

- 33.1 Representatives of the Union shall have access to the Authority's premises to carry out inspections or investigations pertaining to the terms and conditions of this Agreement by giving reasonable notice to the Authority of any visits required. The Authority will, on request, furnish a suitable business letter or card of identification permitting access to the premises of the Authority, or other places where employees covered by this Agreement may be working.

ARTICLE 34

DISCIPLINARY ACTION AND DISCHARGE

- 34.1 The parties agree that the purpose of discipline is correction. Its primary purpose is to ensure that employees perform their duties in accordance with Authority rules, directives and regulations. It is agreed that the Authority will deal promptly with matters of discipline.
- 34.2 The Discipline Procedure
There will be full discussion between an employee and the employee's immediate supervisor regarding any such expression of dissatisfaction. Notice and purpose of such meeting(s) will be provided to the employee in writing (hardcopy or e-mail) and the union local will be copied. It is understood that the employee will be given a reasonable period of time to seek and obtain the services of a Union Steward to attend the meeting as an advisor.
- 34.3 Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given to the employee in writing, in the presence of a Union Steward, with a copy given to the Union.
- 34.4 All documentation concerning disciplinary warnings or suspension will be removed from the employee's record twenty-four (24) months from the date of the disciplinary warning or the completion of the suspension provided the employee receives no further discipline within the said twenty-four (24) month period.
- 34.5 An employee who has been discharged without notice, shall have the right to a meeting with her/his Union Representative, for a reasonable period of time, before leaving the Authority's premises. The unavailability of a Union Representative for such a meeting will not render the discipline void.

ARTICLE 35

STRIKES & LOCKOUTS

- 35.1 The Union agrees there shall be no strikes and the Authority agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act as amended from time to time.
- 35.2 The Union will not cause, or authorize its members to cause, nor will any member of the Union take part in any strike, sit-down or stay-in, or any other kind of strike, interference, or any other stoppage, total or partial, of any of the Authority's operations in any location during the term of this Collective Agreement.
- 35.3 Employees in the bargaining unit covered by this Collective Agreement, will not be required to handle, perform or assist in any work under the usual scope of any other bargaining unit which is on a legal strike as defined in the Ontario Labour Relations Act.

ARTICLE 36

BULLETIN BOARDS

- 36.1 The Authority agrees to the posting by the Union of signed announcements regarding elections, meetings, negotiations and internal affairs of the Union on the Authority's bulletin boards. Other postings will be subject to the same conditions of approval, now practised by the Authority. All notices posted thereon shall be signed by an officer of the Union and will be submitted to the Director of Human Resources or his/her designate before posting and will not be unreasonably denied.

ARTICLE 37

HEALTH AND SAFETY

- 37.1 The Authority will carry on its operations in a manner that will not endanger the health and safety of any of its employees and shall adopt and carry out reasonable procedures and techniques designed or intended to prevent or reduce the risk of injury in its operations.
- 37.2 It is the duty of employees to ensure their own safety and the safety of their fellow employees. A Joint Authority/Union Safety Committee will continue to cooperate in the promotion of safety and safe working conditions.
- 37.3 The Authority recognises an additional standard of safety is necessary for employees who are pregnant.
- 37.4 The Joint Health and Safety Committee will be empowered to make recommendations related to the physical work environment, the design and installation of equipment and other related concerns received pursuant to the Ontario Health & Safety Code.
- 37.5 Experience in the use of VDTs has shown that there should be breaks in the work pattern that take employees away from their computers. It is presumed that pattern will continue.
- 37.6 The Authority agrees to supply special protective clothing and/or safety devices for employees on assignments (e.g. remotes) where conditions require, and to supply other special attire where necessary.

ARTICLE 38

OUTSIDE ACTIVITIES/CONFLICT OF INTEREST

See Letter of Agreement #3 re: Outside Activities/Conflict of Interest attached.

- 38.1 Employees shall be free to engage in activities outside the hours of work, provided that:
- a) such activities are not in competition or conflict with the activities of the Authority;
 - b) without written permission no employee may exploit a connection with the Authority in the course of such activities;
 - c) such activity does not adversely affect the employee's work for the Authority.
- 38.2 The Authority's policies on Conflict of Interest are appended to this agreement.
- 38.3 All new employees shall be required to complete a Conflict of Interest Declaration form at the time of hire.
- 38.4 Every three years, all employees of TVOntario, will be required to complete a new Conflict or Interest Declaration form.
- 38.5 Current employees, who experience a change of department, position level, or status shall be required to complete a new Conflict of Interest Declaration form at that time. In addition, should there be any change in an employee's personal situation, which may constitute a potential conflict of interest, it is incumbent upon the employee to complete a Conflict of Interest Declaration form through Human Resources.
- 38.6 In no case shall any employee incapacitated as a result of an industrial accident which is covered by Workers' Compensation, while performing paid employment for another employer, be covered by the Authority's Salary Continuance or Long Term Disability Benefits.

ARTICLE 39

CREDITS

- 39.1 Where credits are given, the Authority will give credit to members of the bargaining unit on programs produced by the Authority.
- 39.2 The Union seal, or the name "CMG", will be exhibited in accordance with established guidelines on programs produced by the Authority. The CMG seal will appear during on-air sign-on and sign-off periods.

ARTICLE 40
Classifications & Wage Groups
(Scale of Minimums - 2002)

Group A	Effective October 28, 2002						
	Start	12 months	24 months	36 months	48 months	60 months	72 months
Associate Producer <i>Producteur/réalisateur/associé</i>							
Annual	\$36,050	\$37,853	\$39,552	\$41,134	\$42,580	\$44,084	
Weekly	\$693.27	\$727.93	\$760.62	\$791.04	\$818.85	\$847.77	
Hourly	\$19.81	\$20.80	\$21.73	\$22.60	\$23.40	\$24.22	
Group B							
Producer/Director I <i>Producteur/réalisateur I</i> Promo Producer <i>Réalisateur Promo</i> Reporter, Current Affairs, TFO <i>Reporter, Affaires Publiques, TFO</i> Resource Coordinator <i>Coordonnateur des ressources</i>							
Annual	\$41,800	\$43,890	\$46,085	\$48,389	\$50,882	\$52,530	
Weekly	\$803.86	\$844.05	\$886.26	\$930.57	\$978.50	\$1,010.19	
Hourly	\$22.97	\$24.12	\$25.32	\$26.59	\$27.96	\$28.86	
Group C							
Producer/Director II <i>Producteur/réalisateur II</i> Director <i>Réalisateur en chef</i>							
Annual	\$49,440	\$51,912	\$54,508	\$57,233	\$60,094	\$63,100	
Weekly	\$950.77	\$998.31	\$1,048.22	\$1,100.63	\$1,155.66	\$1,213.46	
Hourly	\$27.16	\$28.52	\$29.95	\$31.45	\$33.02	\$34.67	
Group D							
* Host/Producer <i>* Animateur/producteur</i>							
Annual	\$45,320	\$47,813	\$50,442	\$53,217	\$56,143	\$59,225	\$63,100
Weekly	\$871.54	\$919.47	\$970.04	\$1,023.40	\$1,079.68	\$1,138.94	\$1,213.46
Hourly	\$24.90	\$26.27	\$27.72	\$29.24	\$30.85	\$32.54	\$34.67
Group E							
Acquisitions Officer I <i>Agent aux acquisitions I</i>							
Annual	\$43,260	\$45,423	\$47,468	\$49,366	\$51,093	\$52,882	
Weekly	\$831.92	\$873.52	\$912.84	\$949.34	\$982.56	\$1,016.97	
Hourly	\$23.77	\$24.96	\$26.08	\$27.12	\$28.07	\$29.06	
Group F							
Acquisitions Officer II <i>Agent aux acquisitions II</i>							
Annual	\$51,500	\$54,075	\$56,509	\$58,769	\$60,826	\$63,100	
Weekly	\$990.38	\$1,039.90	\$1,086.71	\$1,130.17	\$1,169.72	\$1,213.46	
Hourly	\$28.30	\$29.71	\$31.05	\$32.29	\$33.42	\$34.67	

Salaries are based on a 35 hr. work week

*Those hired with little or no experience will be paid 10% less than the start rate for the duration of the probationary period.

Note: When a Senior designation is appointed by Management, s/he shall receive a minimum of five percent (5%) on top of her/his basic salary.

ARTICLE 40
Classifications & Wage Groups
(Scale of Minimums - 2003)

Group A	Effective October 28, 2003						
Associate Producer Producteur/réalisateur/associé	Start	12 months	24 months	36 months	48 months	60 months	72 months
Annual	\$36,951	\$38,799	\$40,541	\$42,162	\$ 43,645	\$45,186	
Weekly	\$710.60	\$746.13	\$779.63	\$810.82	\$839.32	\$868.96	
Hourly	\$20.30	\$21.32	\$22.28	\$23.17	\$23.98	\$24.83	
Group B							
Producer/Director I <i>Producteur/réalisateur I</i> Promo Producer <i>Réalisateur Promo</i> Reporter, Current Affairs , TFO <i>Reporter, Affaires Publiques, TFO</i> Resource Coordinator <i>Coordonnateur des ressources</i>							
Annual	\$42,846	\$44,988	\$47,237	\$49,599	\$52,154	\$53,843	
Weekly	\$823.95	\$865.15	\$908.41	\$953.83	\$1,002.96	\$1,035.45	
Hourly	\$23.54	\$24.72	\$25.95	\$27.25	\$28.66	\$29.58	
Group C							
Producer/Director II <i>Producteur/réalisateur II</i> Director <i>Réalisateur en chef</i>							
Annual	\$50,676	\$53,210	\$55,870	\$58,664	\$61,597	\$64,677	
Weekly	\$974.54	\$1,023.27	\$1,074.43	\$1,128.15	\$1,184.55	\$1,243.80	
Hourly	\$27.84	\$29.24	\$30.70	\$32.23	\$33.84	\$35.54	
Group D							
* Host/Producer <i>* Animateur/producteur</i>							
Annual	\$46,453	\$49,008	\$51,703	\$54,547	\$57,547	\$60,706	\$64,677
Weekly	\$893.33	\$942.46	\$994.29	\$1,048.99	\$1,106.67	\$1,167.42	\$1,243.80
Hourly	\$25.52	\$26.93	\$28.41	\$29.97	\$31.62	\$33.35	\$35.54
Group E							
Acquisitions Officer I <i>Agent aux acquisitions I</i>							
Annual	\$44,342	\$46,559	\$48,654	\$50,600	\$52,370	\$54,204	
Weekly	\$852.72	\$895.36	\$935.66	\$973.08	\$1,007.12	\$1,042.39	
Hourly	\$24.36	\$25.58	\$26.73	\$27.80	\$28.77	\$29.78	
Group F							
Acquisitions Officer II <i>Agent aux acquisitions II</i>							
Annual	\$52,788	\$55,427	\$57,922	\$60,238	\$62,346	\$64,677	
Weekly	\$1,015.14	\$1,065.90	\$1,113.88	\$1,158.42	\$1,198.97	\$1,243.80	
Hourly	\$29.00	\$30.45	\$31.83	\$33.10	\$34.26	\$35.54	

Salaries are based on a 35 hr. work week

*Those hired with little or no experience will be paid 10% less than the start rate for the duration of the probationary period.

Note: When a Senior designation is appointed by Management, s/he shall receive a minimum of five percent (5%) on top of her/his basic salary.

ARTICLE 40
Classifications & Wage Groups
(Scale of Minimums - 2004)

Group A	Effective October 28, 2004						
Associate Producer Producteur/réalisateur/associé	Start	12 months	24 months	36 months	48 months	60 months	72 months
Annual	\$38,060	\$39,963	\$41,757	\$43,427	\$ 44,954	\$46,542	

Weekly	\$731.92	\$768.51	\$803.02	\$835.14	\$864.50	\$895.03	
Hourly	\$20.91	\$21.96	\$22.94	\$23.86	\$24.70	\$25.57	
Group B							
Producer/Director I <i>Producteur/réalisateur I</i> Promo Producer <i>Réalisateur Promo</i> Reporter, Current Affairs , TFO <i>Reporter, Affaires Publiques, TFO</i> Resource Coordinator <i>Coordonnateur des ressources</i>							
Annual	\$44,131	\$46,337	\$48,655	\$51,087	\$53,719	\$55,459	
Weekly	\$848.67	\$891.10	\$935.66	\$982.44	\$1,033.05	\$1,066.51	
Hourly	\$24.25	\$25.46	\$26.73	\$28.07	\$29.52	\$30.47	
Group C							
Producer/Director II <i>Producteur/réalisateur II</i> Director <i>Réalisateur en chef</i>							
Annual	\$52,196	\$54,806	\$57,546	\$60,424	\$63,445	\$66,618	
Weekly	\$1,003.77	\$1,053.96	\$1,106.66	\$1,161.99	\$1,220.09	\$1,281.11	
Hourly	\$28.68	\$30.11	\$31.62	\$33.20	\$34.86	\$36.60	
Group D							
* Host/Producer <i>* Animateur/producteur</i>							
Annual	\$47,847	\$50,478	\$53,254	\$56,184	\$59,273	\$62,527	\$66,618
Weekly	\$920.13	\$970.73	\$1,024.12	\$1,080.46	\$1,139.87	\$1,202.44	\$1,281.11
Hourly	\$26.29	\$27.74	\$29.26	\$30.87	\$32.57	\$34.36	\$36.60
Group E							
Acquisitions Officer I <i>Agent aux acquisitions I</i>							
Annual	\$45,672	\$47,955	\$50,114	\$52,118	\$53,942	\$55,830	
Weekly	\$878.30	\$922.22	\$963.73	\$1,002.27	\$1,037.34	\$1,073.66	
Hourly	\$25.09	\$26.35	\$27.54	\$28.64	\$29.64	\$30.68	
Group F							
Acquisitions Officer II <i>Agent aux acquisitions II</i>							
Annual	\$54,371	\$57,090	\$59,659	\$62,045	\$64,217	\$66,618	
Weekly	\$1,045.60	\$1,097.88	\$1,147.29	\$1,193.17	\$1,234.94	\$1,281.11	
Hourly	\$29.87	\$31.37	\$32.78	\$34.09	\$35.28	\$36.60	
Salaries are based on a 35 hr. work week *Those hired with little or no experience will be paid 10% less than the start rate for the duration of the probationary period. Note: When a Senior designation is appointed by Management, s/he shall receive a minimum of five percent (5%) on top of her/his basic salary.							

ARTICLE 40
Classifications & Wage Groups
(Scale of Minimums - 2005)

Group A	Effective October 28, 2005						
	Start	12 months	24 months	36 months	48 months	60 months	72 months
Associate Producer <i>Producteur/réalisateur/associé</i>							
Annual	\$39,202	\$41,162	\$43,010	\$44,730	\$46,303	\$47,938	
Weekly	\$753.88	\$791.57	\$827.11	\$860.19	\$890.44	\$921.88	
Hourly	\$21.54	\$22.62	\$23.63	\$24.58	\$25.44	\$26.34	
Group B							
Producer/Director I							

<i>Producteur/réalisateur I</i> Promo Producer <i>Réalisateur Promo</i> Reporter, Current Affairs , TFO <i>Reporter, Affaires Publiques, TFO</i> Resource Coordinator <i>Coordonnateur des ressources</i>								
Annual	\$45,455	\$47,727	\$50,114	\$52,620	\$55,330	\$57,122		
Weekly	\$874.13	\$917.83	\$963.73	\$1,011.92	\$1,064.04	\$1,098.51		
Hourly	\$24.98	\$26.22	\$27.54	\$28.91	\$30.40	\$31.39		
Group C								
Producer/Director II <i>Producteur/réalisateur II</i> Director <i>Réalisateur en chef</i>								
Annual	\$53,762	\$56,450	\$59,273	\$62,236	\$65,348	\$68,616		
Weekly	\$1,033.89	\$1,085.58	\$1,139.86	\$1,196.85	\$1,256.69	\$1,319.54		
Hourly	\$29.54	\$31.02	\$32.57	\$34.20	\$35.91	\$37.70		
Group D								
* Host/Producer * <i>Animateur/producteur</i>								
Annual	\$49,282	\$51,992	\$54,852	\$57,869	\$61,051	\$64,403	\$68,616	
Weekly	\$947.73	\$999.86	\$1,054.85	\$1,112.87	\$1,174.07	\$1,238.51	\$1,319.54	
Hourly	\$27.08	\$28.57	\$30.14	\$31.80	\$33.54	\$35.39	\$37.70	
Group E								
Acquisitions Officer I <i>Agent aux acquisitions I</i>								
Annual	\$47,042	\$49,394	\$51,617	\$53,682	\$55,560	\$57,505		
Weekly	\$904.65	\$949.88	\$992.64	\$1,032.34	\$1,068.46	\$1,105.87		
Hourly	\$25.85	\$27.14	\$28.36	\$29.50	\$30.53	\$31.60		
Group F								
Acquisitions Officer II <i>Agent aux acquisitions II</i>								
Annual	\$56,002	\$58,802	\$61,449	\$63,906	\$66,143	\$68,616		
Weekly	\$1,076.97	\$1,130.81	\$1,181.71	\$1,228.97	\$1,271.98	\$1,319.54		
Hourly	\$30.77	\$32.31	\$33.76	\$35.11	\$36.34	\$37.70		
Salaries are based on a 35 hr. work week *Those hired with little or no experience will be paid 10% less than the start rate for the duration of the probationary period. Note: When a Senior designation is appointed by Management, s/he shall receive a minimum of five percent (5%) on top of her/his basic salary.								

ARTICLE 41

EFFECTIVE DATE AND DURATION

- 41.1 This Agreement commences on the twenty-eighth (28th) day of October 2002 and remains in force until the twenty-seventh (27th) day of October 2006. However, prior to the expiry date, should either party desire to negotiate a new Agreement, notice in writing shall be given to the other party not less than thirty (30) and not more than ninety (90) days prior to the expiry date of this Agreement. If such notice is given and no new Agreement is reached, all provisions of this Agreement shall continue to be observed by both parties until fourteen (14) days have elapsed after the day the Minister of Labour has released or is deemed, pursuant to subsection 2 of Section 79 of the Labour Relations Act of Ontario, to have released to the parties a notice that the Minister does not consider it advisable to appoint a Conciliation Board.
- 41.2 Upon receipt of notice from either party of a desire to negotiate a new Agreement as provided in this article, 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.

Associate Producer

Function:

The Associate Producer assists in the preparation and realization of a program or program segment. Work is assigned by the Series Producer or Producer/Director II. Initiative and creativity are required. Guidance and direction are always provided. Work must adhere to OECA program policies, standards and practices.

Employees of this classification shall engage in some or all of the following tasks:

- Proposes ideas for program content.
- Assists in developing program content including writing, researching, and/or editing.
- Organizes the participation of interviewees, creative contributors and other participants.
- Develops background, introduction, and line of questioning and briefs host.
- Develops and maintains contact files.
- Liaises with other departments in matters relating to program content.
- Directs crews in studio or on location.
- Selects/gathers the music, sound effects and visuals.
- Directs the editing and mixing of audio and visual elements.
- Acts and performs on and/or off camera for development purposes.
- Creates music elements for development purposes.
- Performs other directly related duties.

Producer/Director I

Function:

Under the overall responsibility and authority of a Series Producer or Producer/Director II, the **Producer/Director I** is responsible for the preparation and realization of field and/or studio program segments or hosted breaks. The work must meet editorial, artistic, intellectual and technical quality standards. Work must be completed within a specified timeframe and resource allocation. Initiative, independent judgement and creativity are required. Guidance and direction are provided. Work must adhere to OECA program policies, standards and practices.

Defining Key Tasks:

- Proposes and develops ideas for program content.
- Proposes field/studio treatment for program segments.
- Develops and organizes content for program segments or hosted breaks including researching, writing and/or editing script or copy written by others.

Key Tasks:

- Prepares shooting and editing schedule.
- Directs crews in studio or on location.
- Selects the music, sound effects and visuals.
- Directs the editing and mixing of audio and visual elements.
- Ensures, in collaboration with Copyright Clearance Officers or others, the proper and accurate clearance of all material used in the program segment.
- Utilizes all production resources in an efficient and effective manner.
- Develops and maintains contacts appropriate to the area of assignment.
- Co-ordinates with other personnel who may contribute to the program segment.

As required, performs the following tasks:

- Liaises with other departments in matters relating to the assignment.
- Acts and performs on and/or off camera.
- Creates music elements.
- Performs any tasks of a lower classification.
- Performs other directly related duties.

Promo Producer

Function:

Under the overall responsibility and authority of the Series Producer or Creative Head, the **Promo Producer** is responsible for the preparation and realization of promotional material for OECA programs, products and services. S/he ensures that the content of the promo reflects the true nature of the program. The work must meet artistic and technical quality standards. Work must be completed within a specified time frame and resource allocation. Initiative, independent judgement and creativity are required. Guidance and direction are provided. Work must adhere to OECA programming policies, standards and practices.

Defining Key Tasks:

- Contributes to the development of promotional ideas and concepts in support of network strategies.
- Ensures the style of promotional material is consistent with network standards.
- Screens footage and writes scripts.
- Directs voice talent in audio sessions.
- Responsible for ensuring that information on the promo is factual & accurate.
- Ensures that promos are logged into appropriate information system.

Key Tasks:

- Prepares shooting and editing schedule.
- Directs crews in studio or on location.
- Selects the music, sound effects and visuals.
- Directs the editing and mixing of audio and visual elements.
- Ensures, in collaboration with Copyright Clearance Officers or others, the proper and accurate clearance of all material used in the program segment.
- Utilizes all production resources in an efficient and effective manner.
- Develops and maintains contacts appropriate to the area of assignment.
- Co-ordinates with other personnel who may contribute to the program segment.

As required, performs the following tasks:

- Liaises with the clients and other departments in matters relating to program promotion.
- Contributes to the creative development of print and web base promotions when the promotional campaign is done in conjunction with the television broadcast.
- Produces interstitials.
- Performs any tasks of a lower classification.
- Performs other directly related duties.

Reporter – Current Affairs, TFO (On Air)

Function:

Under the overall responsibility and authority of the Series Producer, the **Reporter – Current Affairs, TFO (On Air)** performs reporting and editorial assignments related to the gathering, writing and presentation of information material on air. Work must be completed within a specified timeframe and resource allocation. Initiative, independent judgement and creativity are required. Guidance and direction are provided. Work must adhere to OECA programming policies, standards and practices.

Defining Key Tasks:

- Presents information and analysis on air in a variety of formats.
- Proposes ideas and subjects to be covered.
- Conducts analysis of facts and information gathered and draws conclusions or raises issues requiring further investigation.
- Develops and organizes content for the item including researching, writing and editing scripts, continuity and headlines.

Key Tasks:

- Prepares shooting and editing schedule for each assignment.
- Directs crews on location.
- Selects the music, sound effects and visuals.
- Directs the editing and mixing of audio and visual elements.
- Ensures, in collaboration with Copyright Clearance Officers or others, the proper and accurate clearance of all material used.
- Utilizes all production resources in an efficient and effective manner.
- Develops and maintains contacts appropriate to the area of assignment.
- Coordinates with other personnel who may contribute to the assignment.

As required, performs the following tasks:

- Liaises with other departments in matters relating to the assignment.
- Represents the authority within the community and/or the industry.
- Performs any tasks of a lower classification.
- Performs other directly related duties.

Resource Coordinator

Function:

The **Resource Coordinator** oversees and coordinates operational and technical resources required for the production of OECA programs. S/he works on multiple projects simultaneously and must adhere to critical deadlines within an active television production environment. Initiative and independent judgement are required. Guidance and direction are provided. Tact and diplomacy are essential, as decisions must often satisfy the needs of several interested parties. Work must adhere to OECA policies, standards and practices.

Key tasks:

- Maintains close links with all production teams. Acts as the key contact person between Toronto and Ottawa production offices and other locations.
- Participates in production meetings.
- Conveys pertinent information to all members of production teams as well as Broadcast Operations and other OECA departments.
- Prepares production calendars and offers alternate solutions to the productions whenever scheduling conflicts arise.
- Maintains up-to-date knowledge of collective agreements, corporate policy and the capabilities of facilities and resources to ensure appropriate allocation of resources.
- Ensures effective and efficient use of all production facilities. May provide advice on cost saving alternatives.
- Updates and/or arranges for the updating of the productions' scheduling database with appropriate information, ensuring that changes are made in a timely manner.
- Distributes information on changes and other related activities to all who require it or could be affected by it.
- Maintains list of freelance technicians available throughout the province and beyond.

As required, performs the following tasks:

- Liaises with clients, Broadcast Operations, I.T. and Administration Departments.
- Coordinates the work of Production Coordinator(s).
- Maintains and updates list of programming area personnel.
- Maintains inventories of allocated office and work spaces, telephones, computers, screening equipment and all other material necessary to support the activities of the programming area.
- Maintains records, and prepares reports for the productions on facility usage.
- Performs other directly related duties.

Producer/Director II

Function:

Under the overall responsibility and authority of a Series Producer or Creative Head, the **Producer/Director II** is responsible for the preparation and realization of programs or program segments. The Producer/Director II assigns work, determines lineup and implements the program concept. The work must meet editorial, artistic, intellectual and technical quality standards. The Producer/Director II works within an approved budget and resource allocation. Initiative, independent judgement and creativity are required. Guidance and direction are provided as required. Work must adhere to OECA program policies, standards and practices.

Defining Key Tasks:

- Assigns, co-ordinates and directs the work of others who contribute to the program.
- Responsible for the lineup of a program.
- Develops, organizes and coordinates program content including assigning, researching, writing and/or editing of script or copy written by others.
- Proposes and develops program content.

Key Tasks:

- Prepares shooting and editing schedule.
- Directs crews in studio or on location.
- Selects the music, sound effects and visuals.
- Directs the editing and mixing of audio and visual elements.
- Ensures, in collaboration with Copyright Clearance Officers or others, the proper and accurate clearance of all material used in the program.
- Utilizes all production resources in an efficient and effective manner.
- Develops and maintains contacts appropriate to the area of assignment.
- Co-ordinates with other personnel who may contribute to the program.

As required, performs the following tasks:

- Liaises with other departments in matters relating to the program.
- Acts and performs on and/or off camera.
- Creates music elements.
- Performs any task of a lower classification
- Performs other directly related duties.

Director

Function:

Under the overall responsibility and authority of a Series Producer or Creative Head, the **Director** directs the activities of participants in a television program(s) during rehearsal, recording and/or live broadcast. The work must meet artistic and technical quality standards in accordance with the program plan and concept. Work must be completed within a specified time frame and resource allocation. Initiative, independent judgement and creativity are required. Guidance and direction are provided. Work must adhere to OECA programming policies, standards and practices.

This classification applies only to those individuals whose primary function is the direction of complex multi camera program(s) in studio or on location. Directors are assigned only when in the opinion of OECA, the size and complexity of the production warrants.

Key tasks:

- Directs taping and live broadcasts of major multi-camera productions in studio or on location.
- Participates in the planning, visual conception and development of the program(s) to be directed.
- Plans, develops and orchestrates the look and the overall presentation; ensuring consistency with the program plan and concept.
- Participates in location surveys.
- Directs staging and rehearsals.
- Directs the performance of performers, participants, and the members of the production crew; eliciting optimal performance.
- Participates in the evaluation of the technical performance of a program(s), members of the production crew and where necessary, recommends action for improvement.
- Directs sound and image.
- Directs editing and mixing of audio and visual elements.
- Utilizes all production resources in an efficient and effective manner.
- Co-ordinates with other personnel who may contribute to the program.

As required, performs the following tasks:

- Ensures the proper and accurate clearance of all material used in the program.
- Participates in casting.
- Performs other directly related duties.

Host/Producer

Function:

Under the overall responsibility of the Series Producer or Creative Head, the **Host/Producer** performs a significant role on/off air in one or more programs on television and is inextricably involved in the development and execution of the program. The experience, specialized knowledge and performance capabilities of the Host/Producer are central to the achievement of the program objective. Initiative, independent judgement and creativity is required. Guidance and direction are provided. Work must adhere to OECA programming policies, standards and practices.

Key Tasks:

- Acts and performs on and/or off camera.
- Consistently demonstrates exceptional interviewing skills; examines complex and sensitive issues with key participants and successfully elicits all critical information.
- Writes continuity, other script material or hosted breaks.
- Projects strong personality qualities appropriate to the needs of the program.
- Interacts extemporaneously with guests, panelists, members of the audience and phone-in callers, etc.
- Works closely with the Producer/Director II or Series Producer or Creative Head to ensure a coordinated evolution of the program and his/her own persona and contribution.
- Contributes to the planning, design and organization of program.
- Proposes ideas, suggests and lines up guests, prepares background notes and questions.
- Interviews on or off air, provides narration, performs hosted breaks and provides continuity linking program segments.
- Participates in public and/or community relation activities to promote the program and/or the Authority.
- Maintains expertise in fields relevant to the focus of the program.

As required, performs the following tasks:

- Assumes production responsibilities as defined in key tasks for Producer/Director.
- Acts as master of ceremonies, narrator, or interviewer.
- Presents promotional materials for the Network.
- Conducts in-depth research using a variety of sources.
- Creates music elements.
- Performs other directly related duties.

Acquisitions Officer I

Function:

Under the direction of the immediate TFO Manager/TVO equivalent, the **Acquisitions Officer I** assists in the selection of acquisitions, pre-buys and co-production programs. Initiative and creativity are required. Guidance and direction are always provided. Work must adhere to OECA program policies, standards and practices.

Key Tasks:

- Screens and evaluates potential acquisitions, pre-buys and co-productions.
- Reviews selected pre-buys to ascertain whether they meet OECA's educational and artistic values and technical standards.
- Reviews selected projects to ascertain whether they fall within the Ministry of Education curriculum guidelines.
- Liaises with distributors, independent producers and companies, sales representatives, agents and other broadcasters.
- Initiates contract requests and performs administrative activities related to pre-buys, acquisitions and co-productions.
- Liaises with the appropriate network office and communications office for the scheduling and promotion of programs.
- Monitors expiry dates for inventory, re-clearances and erasures.
- Maintains files, programming strands and contact lists, calendars and inventory program history files.

As required, performs the following tasks:

- Performs any other directly related duties.

Acquisitions Officer II

Function:

Under the overall responsibility and authority of the Creative Head/TFO equivalent, the **Acquisitions Officer II** acquires programs in accordance with programming strategies. S/he acquires programs within a specified timeframe and resource allocation. Initiative, independent judgement and creativity are required. Guidance and direction are provided. Work must adhere to OECA program policies, standards and practices.

Key Tasks:

- Searches, selects, screens and evaluates potential acquisitions, pre-buys and co-productions.
- Works with Creative Head/TFO equivalent in developing and implementing programming strands/schedule by keeping abreast of developments in television marketplace and by establishing and maintaining relationships with distributors, independent producers and companies, sales representatives, agents and other broadcasters.
- Contributes to scheduling and promotion planning with the network office, communications office and other TVOntario departments.
- Works within an allocated budget to secure the best programming value.
- Advises Creative Head/TFO equivalent and Business Affairs on parameters for negotiation of acquisitions, pre-buys, and co-productions.
- Monitors expiry dates and number of plays for inventory, re-clearances and erasures.
- Effectively exploits program inventory to meet network objectives.
- Maintains files, programming strands and contact lists, calendars and inventory program history files.
- Assigns and co-ordinates the work of others.

As required, performs the following tasks:

- Attends markets or festivals to acquire new programming.
- Directs the editing of the acquired material.
- Performs any task of a lower classification.
- Performs other directly related duties.

Senior Designation

The Senior designation is based on merit and may apply to any job classification within the bargaining unit. Designation of an individual to Senior is at the discretion of management. To be designated as a Senior, the individual must be recognized by the Authority as having consistently practiced the profession at an exemplary level with demonstrated excellence in all facets of the work over a number of years and must meet the standards of excellence as illustrated by the criteria below:

- Consistently demonstrates great initiative and originality in the development of program concepts.
- Consistently demonstrates versatility and the skill to handle a broad range of program types.
- Consistently shows outstanding leadership qualities and the capacity to control and coordinate many complex and varied elements.
- Demonstrates ability to achieve high standards of productivity.
- Recognized as an authority in the field in which he or she works.

Application for Maternity/Parental Leave

Date _____

Name _____

Department _____

Leave desired from _____ to _____

Date of intended return to work _____

Conditions:

1. The Authority will continue to pay the cost of the following benefits for the above period: Group Life Insurance, Extended Health Care Plan, Accidental Death and Dismemberment, Dental and Vision Care and LTD.
2. If the employee fails to return to work for a period of at least four (4) months, the employee shall reimburse the Authority for all payments made by the Authority pursuant to Condition 1. The Authority may apply any monies which it holds to the benefit of the employee to reduce the amount to be reimbursed to the Authority.
3. For Maternity Leave only: If the employee fails to return to work for a period of at least four (4) months, the employee shall reimburse the Authority for all payments made by the Authority and pursuant to Article 26.2 (a) and (b), for maternity leave. The Authority may apply any monies which it holds to the benefit of the employee to reduce the amount to be reimbursed to the Authority.

The Employee's signature on this application indicates acceptance of these conditions.

Employee _____

The Authority hereby authorizes the above leave of absence and agrees to the above conditions.

The Ontario Educational Communications Authority

Per _____

Sample: TVOntario Medical Certificate

The following information is required in order to assess your eligibility for benefits under TVOntario's sick leave plans. Please have your treating physician complete all of the sections listed below and return the form immediately to the attention of:

Manager, Compensation
Department of Human Resources
TVOntario, 2180 Yonge Street
Box 200, Station Q
Toronto, Ontario M4T 2T1

(Please note that all medical information is administered on a strictly confidential/need-to-know basis by TVOntario)

1. Patient name
2. Date examined
3. Diagnosis of medical condition
4. Prognosis
5. Statement that following a review of the job description, the patient is totally disabled or fit for light duties (duties and any time constraints to be identified).
6. Printed name, address, telephone number and signature of treating physician.

LETTER OF UNDERSTANDING NO. 1

PARTIAL SHUTDOWN

The parties agree, notwithstanding the provisions of Article 21 - Holidays, that the Authority may for the term of this agreement only institute a partial shutdown of its operation, when no studio or field production is scheduled to occur, during the period of Christmas-New Year.

The following conditions will apply:

1. The Authority must advise the Union and its employees by September 1 of its intention to institute a partial shutdown over Christmas-New Year. If this is not done no partial shutdown will be instituted and the full provisions of Article 21 - Holidays will apply.
2. As part of its advice in #1 above, the Authority shall notify the Union and employees of the employee groups which will not be included as part of the partial shutdown and the number of employees in the exempted groups which will be needed to continue to provide service during the shutdown period.
3. The partial shutdown as described herein shall not exceed a block of five (5) consecutive working days during Christmas-New Year.
4. For such shutdown, employees who are not required to work may apply annual leave entitlements, accumulated vacation credits, time in lieu and/or floating holidays in order to support time off with pay and benefits for such periods. Where there is a difference between an employee's earned entitlements and the duration of the shutdown period the employee may borrow against future earned entitlements in the next calendar year to the maximum allowed under Authority policy.

This letter will be reviewed at the expiry of the Collective Agreement and will be in effect upon ratification of the agreement between the parties.

For the Authority

For the Union

Clara J. Arnold
Director, Human Resources

Dan Oldfield
Senior Staff Representative

Letter of Agreement #2

Re: Joint Labour Management Committee

Intent

The parties recognize the need to establish an effective working relationship to facilitate the resolution of issues and agree that certain issues will be addressed during the term of this collective agreement. To that end it is agreed that the following matters will be referred to the Joint Labour-Management Committee for discussion and a mutually agreeable resolution as indicated below. Terms of Article 30 of the Collective Agreement will apply unless otherwise noted below.

Schedule of Meetings

The Committee will meet at a minimum every other month during the first year of the agreement and thereafter on a quarterly basis as set out in the collective agreement. The schedule of meetings will be agreed to before ratification of the collective agreement.

Facilitation

Al Heritage of A.J. Heritage & Associates will facilitate the initial six meetings; the cost of which will be shared equally between the parties. Any further engagement will be by mutual agreement.

Information Sharing

As a basis for informed discussion toward the resolution of issues, at the initial meetings there will be discussion of Union and Company objectives & priorities. Further, the joint committee will be provided with all relevant information in order to complete its task(s).

Issues

i) Performance Management Process

It is agreed that a "Performance Management" process will be jointly developed and at a minimum will consist of provisions that ensure the process is open and honest. The process will provide constructive feedback to employees on their performance based on individual goals and objectives mutually agreed to by the employee and their supervisor. The process will permit an opportunity for employees to express their career aspirations.

It is agreed that the process will not be a substitute for discipline or used by either party in any grievance or arbitration proceedings.

Training on the process will be provided to those managers and supervisors responsible for conducting performance reviews. Orientation sessions will be held for employees.

The parties agree to have the process designed and implemented within one (1) year of ratification of this agreement by the parties.

ii) **Training & Development**

The parties agree to work in partnership to discuss and identify training and professional development needs and priorities for CMG members in the context of TVOntario's business objectives, priorities and financial constraints. The plan will address the skills necessary for an employee to perform his/her job. The plan will be subject to the final approval of the Authority. It is agreed that this process will not preclude the Authority from providing training & development opportunities it deems necessary during the course of the discussions.

iii) **Diversity**

A priority of TVOntario is to promote diversity to reach a significantly broader market and reflect the changing reality of Ontario society. TVOntario will present information to the Committee with respect to its activities in this regard and welcomes ideas and suggestions to further its commitment to this objective.

iv) **Other Issues**

The parties agree to full and open discussion with regard to the following items to fully understand the issues from the perspective of both parties. The Committee will be notified of the introduction of any significant technological changes and of anticipated significant changes to work methods related to the technological change as soon as possible but at least 45 days in advance of such change.

- New Work Methods
- Technological Change
- Workload

The discussion will include but not be limited to:

- i) Identification of specific issues.
- ii) Review & discussion of the application of current provisions of the collective agreement (eg. Articles 4.3, 4.4, 18, 15 etc).
- iii) Discussion of potential solutions and/or processes to address situations not adequately provided for in the collective agreement.

This letter of Agreement will remain in effect for the duration of the collective agreement and will terminate upon the expiry of the agreement unless mutually agreed otherwise.

Dated this _____ day of _____, 2003

For the Authority

For the Union

Clara J. Arnold
Director, Human Resources

Dan Oldfield
Senior Staff Representative

Letter of Agreement #3

Respecting Outside Activities/Conflict of Interest (Article 38)

1. Employees who are about to engage in an outside activity where there exists the potential of conflict as set out in Article 38 of the OECA-CMG Collective Agreement (the Collective Agreement) (including but not limited to activities, voluntary or compensated, for another broadcaster, producer or distributor, theatre, internet/multimedia developer or provider, public appearances, speaking engagements or literary activities) will provide to their supervisor a written detailed description of the proposed activity including available written information from the third party. The Employer will, within eight (8) working days following receipt of all necessary information provide the necessary approval to proceed with the outside activity. Where the Employer fails to respond to the request within the eight (8) working days, approval will be deemed to have been given. In the event the Employer denies such approval the matter may be referred in writing by the Union to the Joint Committee for resolution within five (5) working days of the denial. The Joint Committee will meet within a further five (5) working days. In the event the matter is not so referred, the Employer's decision will be deemed accepted by the Union.
1. If the Joint Committee is unable to reach agreement, then in lieu of the provisions for Grievance and Arbitration in Article 32 of the Collective Agreement, the matter may be referred in writing by the Union to a single Mediator/Arbitrator within ten (10) working days of the final Joint Committee meeting. In the event the matter is not so referred, the Employer's decision will be deemed accepted by the Union.
3. Both parties will supply the Mediator/Arbitrator with written submissions setting out the facts and the grounds for the referral, with a copy to each other, within five (5) working days of the matter being referred.
4. Each party shall have one opportunity during the next three (3) working days to reply to the submissions in a subsequent written submission to the Mediator/Arbitrator, copying the other party on this submission.
5. The Mediator/Arbitrator will meet with the parties in an attempt to resolve the matter, failing which he/she will render a ruling based on these written submissions, within ten (10) working days of the referral. The Mediator/Arbitrator will base his/her decision on the provisions of Article 38 of the Collective Agreement and the Letter of Agreement, or in the event the employee has a specific contractual arrangement for exclusivity with the Employer, then the Mediator/Arbitrator shall give effect to the specific contractual arrangement.
6. The decision of the Mediator/Arbitrator will be final and binding on the Union and Employer and the employee or employees concerned. The Mediator/Arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Collective Agreement nor to alter, modify, add to or amend any part of the Collective Agreement. The fees and expenses of the Mediator/Arbitrator will be shared equally by the Union and the Employer.
7. Employees who have specific contractual arrangements for exclusivity with the Employer will obtain approval prior to engaging in outside activities.

8. Where an employee has made a request to engage in an outside activity under paragraph 1 above, the employee will not undertake such activity until a final determination has been rendered by the Employer, Joint Committee or Mediator/Arbitrator, as appropriate.
9. Where an employee has undertaken an outside activity without requesting approval, and where the Employer believes such activity to be in contravention of the provisions of Article 38 of the Collective Agreement and this Letter of Agreement, or the specific contractual arrangement for exclusivity if any, the Employer shall have the right to require the employee to forthwith cease his/her involvement in such activity. The Employer will not unreasonably exercise its discretion to require an employee to cease his/her involvement in an outside activity. In the event the Employer does require the employee to cease his/her involvement in such outside activity, the process outlined in this Letter of Agreement shall be implemented. In the event the Mediator/Arbitrator rules that the employee is free to engage in the activity pursuant to Article 38 of the Collective Agreement, this Letter of Agreement or the specific contractual arrangement for exclusivity, the Employer will compensate the employee for any losses as determined by the Mediator/Arbitrator. The Mediator/Arbitrator may request additional submissions, either oral or written, with respect to damages. In the event the final determination is that the employee is not free to engage in the activity pursuant to Article 38 of the Collective Agreement, this Letter of Agreement or the specific contractual arrangement for exclusivity, the Employer may invoke its right to discipline the employee in a manner consistent with all rights and terms of the Collective Agreement and this Letter of Agreement.
10. The parties may extend the time limits above by mutual agreement.

Dated this _____ day of _____, 2003

For the Authority

For the Union

Clara J. Arnold
Director, Human Resources

Dan Oldfield
Senior Staff Representative

CONFLICT OF INTEREST POLICY
(Inserted Here)

CONFLICT OF INTEREST POLICY
(Inserted Here)

CONFLICT OF INTEREST POLICY
(Inserted Here)

CONFLICT OF INTEREST POLICY
(Inserted Here)

CONFLICT OF INTEREST POLICY
(Inserted Here)

Letter of Agreement #4

Re: Senior Producer/Director Classification

The parties agree that the Senior Producer/Director classification is closed and the salary scale is frozen at the current level as indicated below. The individuals currently in this classification will be maintained in the classification.

With respect to wages, incumbents will receive the general economic increase on the effective dates as follows:

October 28, 2002	3%
October 28, 2003	2.5%
October 28, 2004	3%
October 28, 2005	3%

On their scheduled anniversary date, if applicable, their wage will be further adjusted to their scheduled lockstep amount in accordance with the grid below.

Current Salary Scale

Sr. Prod/Director	Start	12 months	24 months	36 months	48 months	60 months
Annual	\$58,630	\$61,562	\$64,332	\$66,905	\$69,247	\$70,900
Weekly	\$1,127.50	\$1,183.88	\$1,237.15	\$1,286.64	\$1,331.67	\$1,363.46

Dated this _____ day of _____ 2003.

For the Authority

For the Union

Clara J. Arnold
Director, Human Resources

Dan Oldfield
Senior Staff Representative

Letter of Agreement #5

Re: Conversion and Employee Status

Objectives

- To clearly define the method of engagement and employment for members of the bargaining unit.
- To establish an understanding with regard to the engagement of employees that creates a balance between the rights of employees and the needs of the organization in the areas of cost and production.
- To convert existing employees entitled to permanent status within a reasonable time frame.

Conversion of Existing Contract Employees to Permanent Staff

Current full time contract employees in core positions will convert to permanent staff on their existing conversion date or June 1, 2004 whichever is earlier. The attached schedule details the employees and their existing agreed to conversion date. For TFO see Letter of Agreement #6.

Types of Positions:

There are three basic types of positions that reflect the nature of the work assignments in relation to the regular business of the Authority.

Core Positions

- Perform the regular and ongoing work that forms the regular business of the Authority.
- There are an established number of core positions in the organization.

Temporary Positions

- Temporary positions are used to backfill core positions on a temporary basis in accordance with Article 7.1.

Project Positions

- Project positions are used to perform defined tasks or to meet specific operational needs for a defined period of time and are in addition to the core establishment. These are defined in Articles 7.1 and 11.8.
- Project positions can be used to staff new programs, new initiatives or projects. Programs will not be considered as “new” if the nature of the change to an existing program is minor, such as only a name change, a slight change in editorial or production style.

Note: Article 7.6 remains in effect.

Rights:

Core Positions –

- Full time employees in core positions will be on staff and are protected by the various job security provisions in the collective agreement.
- Employees in core positions will be permitted to pursue contract positions and will maintain their permanent status. The resulting vacancy may be backfilled as a temporary position.

Temporary Positions –

- Individuals in temporary positions will be paid consistent with the scale of minimums.
- Individuals in temporary positions have no right to permanent employment by virtue of fulfilling a temporary position.

Project Positions –

- Individuals in project positions will be paid consistent with the scale of minimums.
- Individuals in project positions have no right to permanent employment by virtue of fulfilling a project position except as noted below.

In the event a “new” program, initiative or project is extended beyond two years, the position will be converted to a permanent core position. The employees on contract who fill these positions will be given the option of remaining in the converted position. For such employees, time served performing their current duties will be credited towards completion of their probationary service as per Article 11.4. In the event a contract employee accepts a core position in a classification he/she has not previously occupied the probationary period will be six (6) months or that provided under Article 11.4 if the length of continuous service is less than 12 months.

The above conversion obligation does not apply for externally funded projects where there is a specific contractual obligation with regard to term and specific project deliverables. If the project continues beyond the initial term the conversion obligation will apply. The Union will be advised of the duration at the start of the project.

In all cases where an employee is converted to staff the seniority date shall be the length of the continuous service with the Authority (based on the ESA definition of no breaks of longer than thirteen (13) weeks).

This letter will remain in effect for the term of the collective agreement.

Dated this _____ day of _____ 2003.

For the Authority

For the Union

Clara J. Arnold

Dan Oldfield

Director, Human Resources

Senior Staff Representative

Letter of Agreement #6
Between
The Ontario Educational Communications Authority ("TVOntario")
and
The Canadian Media Guild ("Union")

Re: Contract Positions at TFO

As has been reviewed with the CMG, TFO's base budget is used to finance the core positions of the network. Special efforts are made to secure additional long term funding which is directed to special projects, development/internship assignments or as a supplement to the core establishment.

1. It is agreed that the positions in Panorama listed below will remain contract positions. If TFO secures long term funding for the positions the incumbents in the positions will be immediately converted to staff. If such funding is not forthcoming the parties will meet to discuss the future of these contract positions.
 - PD1 (Studio Director Team)
 - PD1 (Toronto Team)
 - PD1 (Ottawa Team)
 - A/P Web Content (Ottawa Team)
2. It is agreed that the one Host/Producer position in Mega (over the core of two Host/Producer positions) will remain a contract position. The position, made possible by external funding, is of a developmental/internship nature, includes a series of continuous assignments or projects and provides a source of talent to fill future core positions. Future positions of this nature, including the anticipated duration and nature of the assignments, will be reviewed with the Union.

This letter of agreement will remain in effect for the term of the collective agreement .

Dated this _____ day of _____ 2003.

For the Authority

For the Union

Clara J. Arnold
Director, Human Resources

Dan Oldfield
Senior Staff Representative

Letter of Agreement #7
Between
The Ontario Educational Communications Authority ("TVOntario")
and
The Canadian Media Guild ("Union")

Re: Hours of Work and Overtime – Article 15

The parties agree that for the duration of the agreement the averaging formula for hours of work will be calculated based on a 2-week period and will be administered as indicated below. The parties agree to meet during the term of the agreement to review workload, scheduling and overtime issues.

15.3.1

Scheduled employees will be given overtime credit for hours worked in excess of seventy (70) hours up to eighty (80) hours over two (2) weeks (the averaging formula). Such overtime credit shall be compensated by time in lieu at straight time. This time shall be scheduled by management. Should the time in lieu not be scheduled then Article 15.4.1 iii) will apply. It is understood annual leave has clear priority over an employee's time off in lieu. Prior authorization for any work beyond the seventy (70) hours in the 2-week cycle must be obtained from the appropriate supervisor to receive the overtime credit.

15.3.2

When an employee works more than eighty (80) hours in the 2-week cycle, employees shall be paid one and one half times their regular salary for each hour worked in excess of eighty (80) hours or shall be granted equivalent time off in lieu of payment calculated on the same basis. Prior authorization for any work beyond the eighty (80) hours in the 2-week cycle must be obtained from the appropriate supervisor in order to claim pay or the equivalent time off in lieu of payment.

15.4.1

A scheduled employee may at his/her discretion accumulate and take equivalent time off in lieu of payment for overtime hours (i.e. hours worked in excess of 80 hrs.) shall record the equivalent hours on his or her time sheet. Such time shall be known as Time in Lieu.

All other clauses of Article 15 remain as currently set out in the agreement.

This letter of agreement will remain in effect for the term of the collective agreement.

Dated this _____ day of _____ 2003.

For the Authority

For the Union

Clara J. Arnold
Director, Human Resources

Dan Oldfield
Senior Staff Representative

HARASSMENT POLICY
(Inserted Here)

HARASSMENT POLICY
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HARASSMENT POLICY
(Inserted Here)

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POLICY STATEMENT

All employees of TVOntario, whether **regular staff or on employment contract**, are required to be entirely free from the influence of any conflict of interest when fulfilling their employment responsibilities at TVOntario.

Any employee of TVOntario who has, or may appear to have, a conflict of interest, either personally or through a personal relationship, shall immediately disclose the nature of that conflict of interest through completion of the Conflict of Interest Declaration form.

Non-compliance with the terms of this policy may be cause for dismissal.

INFORMATION/GUIDELINES**Definition**

A conflict of interest is defined as a conflict between an employee's personal interest and the employee's responsibility as an employee of TVOntario. This includes both **actual and perceived conflicts** as well as those which may have the potential to be actual or perceived as such by others. Conflicts of interest may exist whether or not a monetary advantage is, has, or will be conferred directly on the employee.

See **Appendix A: Examples of Conflicts of Interest**.

Conflicts of Interest which specifically relate to outside work or business activity are further addressed in policy AM 202 - Outside Business or Professional Activities.

Disclosure

Every three years, all employees of TVOntario will be required to complete a new Conflict of Interest Declaration form which will be distributed by Human Resources through the line management.

All new employees shall be required to complete a **Conflict of Interest Declaration form (Appendix C)** at the time of hire.

Current employees, who experience a change of department, position level, or status shall be required to complete a new Conflict of Interest Declaration form at that time.

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In addition, should there be any change in an employee's personal/professional situation, which may constitute a potential conflict of interest, it is incumbent upon the employee to complete a Conflict of Interest Declaration form through Human Resources.

In all cases where a conflict of interest is declared, Legal Services will notify the appropriate Executive Management Committee (EMC) member, review the situation, and make recommendations for disposition to the Chair/CEO. See **Appendix B: Options Open for Disposition of Conflicts.**

The disposition of an employee's disclosure will be confirmed in writing to the employee, to the appropriate EMC member, and to the Director, Human Resources for the personnel file.

All disclosures made by employees and their disposition will be treated as confidential to the extent possible to effect a satisfactory resolution of the conflict.

See also policies:

AM 101 Confidentiality of TVOntario Information
AM 103 Material Subject to Patent - Copyright Law at the OECA
AM 202 Outside Business or Professional Activities
HR 205 Employment and Contracting of Relatives
TE 200 Technical Facilities - Uses by TVOntario Staff
TE 201 TVOntario Equipment Loans
TE 202 Television Screening Equipment
and the CEP 72M Collective Agreement.

Responsibility of: Chair/CEO, Appropriate Executive Management Committee Members, Human Resources Services

Approved by: Board of Directors, RESOLUTION 125B11.1, March 3, 1983
Executive Management Committee, August 19, 1983

Revised: Executive Management Committee, May 30, 1989
Executive Management Committee, January 7, 1997
Board of Directors, RESOLUTION 265B8.1, February 3, 1997

Next Review Date: January 2006

Appendix A: Examples of Conflicts of Interest

A conflict of interest, or the appearance of a conflict, may arise in a variety of circumstances including, but not limited to, the following:

- a) where the employee may influence or may be perceived to influence the decisions of TVOntario in dealing with an individual, organization, or corporation in which the employee or the individual with whom the employee has a personal relationship, and either directly or indirectly:
 - (i) has a financial interest or
 - (ii) receives compensation or other benefit;
- b) where the value of real or personal property owned by an employee or the individual with whom the employee has a personal relationship (see Policy AM 232 - Employment and Contracting of Relatives) may be enhanced because of the employment relationship;
- c) where an employee accepts entertainment, services, or gifts or other favours from an individual, organization, or corporation which had, has, or may have dealings with TVOntario, and where the employee was, is, or may be in a position to influence such dealings;

Note: Offers of questionable acceptability should be refused or referred for guidance to the employee's manager although offers of nominal value may be accepted. **Examples of nominal value gifts, entertainment or services may include: pens, gift baskets, sporting or entertainment tickets and luncheons.**

- d) where an employee has made, makes, or intends to make personal use of goods, services, or facilities owned or paid for by TVOntario (see policies TE 200 - Technical Facilities / Use by TVOntario staff; TE201 - TVOntario Equipment Loans; and TE202 - Television Screening Equipment);
- e) where an individual with whom the employee has a personal relationship may receive personal benefit as a result of the employment relationship;
- f) where the employee's impartiality may be biased due to the employment or contracting of an individual with whom the employee has a personal relationship to TVOntario;
- g) where the employee benefits or appears to benefit from the use of confidential information acquired during the course of the employee's employment relationship and which is not generally available to the public; and
- h) any other situation which might place an employee in a position or under an obligation which would tend to prevent the employee from acting solely in the best interests of TVOntario.

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Appendix B: Options Open for Disposition of Conflicts

In dealing with disclosure of possible areas of conflict by an employee, options which may be exercised by the Chief Executive Officer include:

- a) instruct the employee to divest him/herself of the outside interest;
- b) instruct the employee to transfer the outside interest to a neutral third party;
- c) transfer the employee to another work unit;
- d) publicize a potential conflict so that the actual conflict can be avoided;
- e) temporarily remove the employee from those responsibilities which can cause the conflict;
- f) permit the employee to continue with the employee's duties but arrange that before implementation, the employee's decisions are approved by the employee's supervisor;
- g) accept the resignation of the employee;
- h) terminate the employee;
- i) inform the employee that the situation is deemed not to constitute a conflict with the best interest of TVOntario; and
- j) in addition to any of the above, require the employee to effect restitution by declining or returning any payment or other benefit offered or conferred, or transferring or directing the transfer of any payment or other benefit to TVOntario.

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Appendix C: Conflict of Interest Declaration Form

I hereby declare that I have read and understood TVOntario’s Conflict of Interest Policy and that I have no actual, potential, or perceived conflict with TVOntario, and that I will notify TVOntario immediately in writing should my current conflict - free status change at any time during my employment at TVOntario.

I hereby declare that I have read and understood TVOntario’s Conflict of Interest Policy and that I have potential conflict(s) as a result of a personal relationship (listed below).

Name of person(s), relationship, and department(s) in which they work at TVOntario:

In accordance with the TVOntario Conflict of Interest Policy, I hereby declare the following actual, potential or perceived conflict of interest:

Print Name (Employee)

Department

Signature (Employee)

Date

Reviewed by P&P Member

Date

January 2004

Policy Name/Subject: **Workplace Harassment**Policy No. **HR 101**Section: **Human Resources**

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POLICY STATEMENT

It is the policy of TVOntario to recognize the dignity and worth of each member of its workforce and to provide for equal rights and opportunities without discrimination. Every employee has the right to work in an environment free of harassment and to be treated with respect, courtesy, and tact. TVOntario will not tolerate harassment in the workplace. Employees may register complaints about harassment in complete confidence with assurance of prompt action and without fear of reprisal. All complaints will be treated seriously.

TVOntario recognizes the multicultural and diverse composition of its workforce. TVOntario's workplace will not be allowed to become a forum for the expression of prejudice and objectionable attitudes.

This policy is not intended to preclude a person from having recourse to the grievance procedure as outlined in the applicable collective agreement or from referring the case to the Ontario Human Rights Commission for resolution.

DEFINITIONS

The Ontario Human Rights Code (the Code) defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome" (Section 9 (f)). Harassment may disparage or cause humiliation to a person in relation to one or more of the prohibited grounds:

Employment (Section 4 (2)):

"Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, or handicap." (This is a direct quote from the Code and includes reference to sexual discrimination.)

Sexual Harassment (Section 6 (1), (2), (3)):

"Three types of sexual harassment are prohibited by the Code:

1. vexatious comment or conduct [which includes a sexual advance or solicitation not covered by #2.];
2. a sexual advance or solicitation made by a person who is in a position to grant or deny a benefit to another;
3. threat or institution of reprisal by a person in a position to grant or deny a benefit against the person who rejected his or her sexual advance."

Policy Name/Subject: **Workplace Harassment**Policy No. **HR 101**Section: **Human Resources**Page 2 of 6

While the following is not a complete list, harassment may include:

- verbal abuse or threats;
- unwelcome remarks, jokes, innuendoes, or taunting about a person's body, attire, etc.;
- displaying pornographic or other offensive or derogatory pictures;
- practical jokes which cause awkwardness or embarrassment;
- unwelcome invitations or requests, whether indirect or explicit, or intimidation;
- leering or other gestures;
- condescending or patronizing behavior which undermines self-respect;
- unnecessary physical contact such as touching, patting, pinching, punching;
- physical assault.

Sexual harassment by definition is coercive and one-sided. Both males and females may be victims. Relationships which exist with the expressed consent of both parties are excluded from this definition.

There is no requirement that harassment must be objected to before an individual is found in violation of the Code if it can reasonably be assumed that the behavior would be unwelcome.

A person's rights under the Code may be breached by slurs or actions even when they are not directed toward that individual. As well, harassment need not refer to a person's race, place of origin, color, etc. For example, if someone of a different race is consistently made the subject of practical jokes or ridicule, it may be inferred that the treatment is racially motivated, even though specific references to race may not have been made.

Employers are liable for acts of harassment carried out by their employees whatever the employee's level in the organization.

INFORMATION GUIDELINES

Harassment Advisors/Investigators

Two Harassment Advisors (one union and one non-union) and two Harassment Investigators (one union and one non-union) will be trained to specifically handle harassment cases, provide confidential advice to employees concerned about harassment, and conduct unbiased, thorough, and effective investigations. The non-union advisor and investigator will be staff persons from Human Resources Services and the union advisor and investigator will be appointed by the union and the Director, Human Resources. Every effort will be made to ensure appropriate representation (i.e., bilingual, female/male) of advisors and investigators.

Overview of the role of Advisor

1. To provide confidential impartial advice and information to employee involved in incident of harassment.

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2. To advise employee of his/her options in dealing with an incident of harassment– internal and external, formal and informal. The advisor is:
 - the first contact
 - a communicator/educator/informer
 - the advocate for the policy
 - not an investigator
 - not a counselor (psychological)
 - not a decision-maker.
3. The advisor is not under a legal obligation to refer the issue to an investigator unless requested by complainant.

Overview of the role of Investigator

1. To conduct a formal investigation of alleged incidents once a formal complaint has been lodged.
2. Maintain appropriate documentation throughout the investigation. The investigator:
 - maintains documents in a confidential filing system with limited access
 - ensures compliance with Freedom of Information Act
 - is not a counselor
 - is not an advocate
 - is not a decision-maker.
3. Reports the results of the investigation and makes a recommendation for disciplinary action to the Director, Human Resources when required.

As required, TVOntario will release without loss of pay the union representative who acts as either the Harassment Advisor or Harassment Investigator for such time as is necessary to advise or investigate an incident of harassment. Such release will be coordinated by the Director, Human Resources and the union representative's supervisor. The Director, Human Resources will ensure that the advisor and investigator in Human Resources handle harassment cases as a priority to their regular workload.

PROCEDURES

If you believe that you are the subject of harassment:

- Immediately inform the person (verbally or in writing) that the behavior is unacceptable and must stop.
- Make detailed notes describing the behavior, time, and date of the incident(s) and who was involved including any witnesses.
- If you are unable to, or do not wish to discuss the problem with the alleged harasser or if a

Policy Name/Subject: **Workplace Harassment**Policy No. **HR 101**Section: **Human Resources**Page 4 of 6

discussion does not resolve the problem, report the incident to the Harassment Advisor. The advisor (union or non-union) will report the incident to your immediate supervisor and the Director of Human Resources.

- In the event that you choose to discuss a harassment incident with your supervisor, you should be aware that the incident must then be reported by your supervisor to a Harassment Advisor. The supervisor is accountable by law and this policy to take action where they have knowledge of allegations of harassment.
- The Harassment Advisor will arrange for an immediate confidential interview with you. The matter will be referred to a Harassment Investigator (union or non-union) upon your request.
- The investigator will begin, within one week, the investigation by checking the Human Resources files for previous complaints against the alleged harasser and by having discreet and confidential discussions with you, your supervisor, the alleged harasser, and their supervisor. The scope of the investigation may be expanded to include the next level of management where necessary. These discussions are for the purpose of gathering information; no conclusions may be drawn at this stage. Signatures will be obtained from all parties to the investigation indicating agreement that the notes accurately reflect their statements.
- In the interview with the alleged harasser, the Harassment Investigator will:
 - explain clearly and objectively the complaint which has been made;
 - explain the intent of TVOntario's policy;
 - obtain the signature of the alleged harasser indicating their agreement that the investigator's notes are accurate. The alleged harasser will have one week to respond in writing to the allegations.

If satisfactory resolution of the complaint is achieved through clarification of intent, the facts and the resolution will be documented.

Complaints and notes of investigations(s) will be centrally stored for a period of two years in a locked cabinet in the office of the Director of Human Resources to maintain confidentiality.

- The investigator will make a written report of the facts, including a recommendation on appropriate disciplinary action, within two weeks to the Director, Human Resources.
- The Director of Human Resources will review the written report submitted by the investigator and make a decision on the appropriate disciplinary action in consultation with Legal Services and the Director, Contract Services, if appropriate. The Director, Human Resources will provide a written response to the complainant and alleged harasser on the action to be taken as a result of the investigation.

In cases where harassment may result in the transfer of an individual, it shall be the alleged harasser, where possible, who will be transferred. The individual who is harassed will not

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be transferred against her or his will. If an additional viewpoint is required regarding the incident and appropriate discipline, Executive Management Committee members and the Chief Executive Officer will be included in the decision-making process. Should further input be required, the Ontario Human Rights Commission may be contacted.

- The following factors will be considered in recommending disciplinary action:
 - nature of the harassment (verbal/physical)
 - degree of aggressiveness and physical contact
 - frequency of the harassment
 - whether or not coercion occurred
 - past disciplinary record and mitigating circumstances.

Every effort will be made to avoid publicizing facts that may be prejudicial to the persons involved.

Careful consideration will be given to the procedures and the rights and privileges of those persons involved. The complainant and the alleged harasser will have the right to be accompanied at all times by their union representative (if applicable) whose role is to ensure their rights under the collective agreement.

If an employee feels that satisfactory resolution has not been attained through TVOntario's investigation, recourse may be had to the grievance procedure as outlined in the applicable collective agreement or the complaint may be referred to the Ontario Human Rights Commission. Any such complaint must be filed within six months of the occurrence of harassment.

In accordance with this policy, the complainant has the right to discontinue contact with the alleged harasser without incurring any penalty, pending the investigation of the case.

All statements made during an investigation are strictly confidential. Only the final result of the investigation (statement of reprimand/action taken in a validated complaint or a letter of warning following a mischievous complaint) will be kept in the employee's personal file. Access to file information is prescribed by the Freedom of Information Act.

RESPONSIBILITIES

Employees

TVOntario requires the assistance of employees to discourage and eliminate harassment in the workplace. Every employee is responsible for making every effort to halt the harassment on an individual basis in a responsible manner and to report such harassment to a Harassment Advisor if their efforts to halt the harassment are unsuccessful.

Management

An employee who has the authority to prevent or discourage harassment is accountable and is obligated to exercise his or her authority to do so. Managers' default in reporting and handling

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harassment cases will form part of the annual performance appraisal.

Pursuant to Section 38 (2) of the Ontario Human Rights Code, a Board of Inquiry that is hearing a complaint of harassment can add, as a party to the hearing, any person who knew or should have known of the harassment from the information or facts in his or her possession and who failed to prevent the harassment or penalize the harasser, although it was within his or her authority to do so.

Human Resources Services

The Director of Human Resources and the Harassment Advisor will receive the complaint and ensure that an Investigator initiates a confidential investigation within one week of the day of reporting the incident. A satisfactory resolution must be achieved within two weeks from the date of commencement of the investigation. This deadline can be extended by mutual consent of all parties to a maximum of six weeks.

External counseling will be provided, at the employee's request, on a confidential basis to employees who have suffered harassment.

Any validated recurrence of harassment is grounds for disciplinary action up to and including termination.

The decision as to the appropriate disciplinary action for recurring incidents of harassment will be the responsibility of the Director of Human Resources, Executive Management Committee members, and the Chair/Chief Executive Officer in consultation with Legal Services and, where appropriate, the Director, Contract Services.

If an employee is found to have made a mischievous complaint of harassment or malicious allegations of harassment, a warning letter will be given to the employee and the letter will form a permanent part of their employee record.

TVOntario will ensure that each new employee receives a copy of this policy at the time of hire.

REFERENCES

Ontario Human Rights Code
Ontario Human Rights Commission
Freedom of Information Act

* * *

Responsibility of:	Director, Human Resources Services
Approved:	Management Committee, 20 June 1984
Revised:	Executive Management Committee, 31 October 1990
Next review date:	October 1992