

MEMORANDUM OF AGREEMENT

The undersigned representatives of the parties do hereby agree:

- i) to the terms of the Memorandum as constituting full and final settlement of all matters under discussion for the renewal of the Agreement between the parties; and
- ii) that this Memorandum consists of the language of the previous agreement with the amendments (listed) and new language as agreed to as Attachment #1 and, the Letters of Understanding/Agreement listed and attached hereto as Attachment #2; and
- iii) that the following amendments shall take effect upon ratification of the terms of the Memorandum unless specified otherwise in the Memorandum; and
- iv) to recommend acceptance of this Memorandum to their respective principals.

1. **General Wage Increase:** the hourly wage rate for all staff and contract employees actively on the payroll as of the date of ratification will be adjusted as follows on the effective date indicated below:

October 28, 2007 – 3.0%

October 28, 2008 – 3.0%

October 28, 2009 – 3.0%

October 28, 2010 – 3.0%

October 28, 2011 – 3.0%

(Note: Employees paid above scale will receive the General Wage Increase.)

2. **Term (Article 41):** 5 years from October 28, 2007 to October 27, 2012.
3. **Senior Producer/Director Classification:** The current classification is closed. Individuals currently in the classification will continue to be grandfathered as Senior Producer/Directors.

Attachment #1 (Revised / New Language)

Article 4- Jurisdiction

-4.3.1 (new) Technological Change

-4.3 - renumber to 4.3.2

-replace 4.4 a), b), c) with (new) Training & Professional Development (attached)

-4.4d) – renumber to 4.5

Article 11 – Recruitment Opportunities

11.10 – new- Posting of Assignment Opportunities (attached)

Article 12 – Performance Management

-replace existing article 12.1 with attached – Performance Management (attached)

-replace existing 12.2 with new Performance Improvement Plan (attached)

-12.2 renumber to 12.3

-12.3 renumber to 12.4

Article 15 – Hours of Work & Overtime

15.8 – new-Alternate Work Arrangements (attached)

Article 18 – Permanent Layoff

18.3 – revised (attached)

Article 25 – Union Leave

25.6 Leave without Loss of Pay – reduce (5) representatives to (4) representatives

25.7 Total Amount of Union Leave – reduce (5) representatives to (4) representatives

25.8 Extension of Union Leave – reduce (5) employees to (4) employees

Appendix A – Job Categories

Delete the following classifications:

Reporter-Current Affairs, TFO (On Air)

Resource Coordinator

Attachment #2 (Letters of Agreement & Attachments)

#1 Partial Shutdown (current)

#2 Joint Labour Management Committee (current)

#3 Outside Activities/Conflict of Interest (Article 38), Policy & Procedure to be replaced with attached Public Service of Ontario Act/Ethical Framework for Employees.

#4 Conversion and Employee Status (current)

#5 Hours of Work & Overtime (Article 15) (current)

Workplace Harassment Policy (current)

#6 Tripartite Process (new)

#7 LoA The Ontario Educational Communications Authority and L'Office des telecommunications educatives de langue francaise de L'Ontario, "New TFO" and Canadian Media Guild.

#8 Letter of Agreement

#9 Job Descriptions

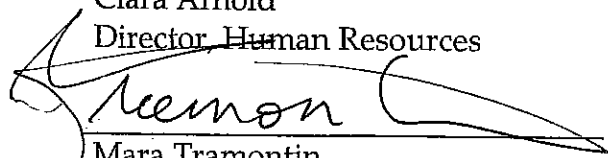
All Letters of Agreement except #7 above to be attached to the collective agreement.

Duly executed in Toronto, Ontario by the parties this 8th day of May 2008.

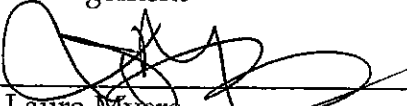
FOR THE AUTHORITY:



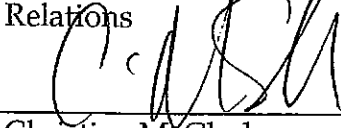
Clara Arnold
Director, Human Resources



Mara Tramontin
Director, Program Business
Management

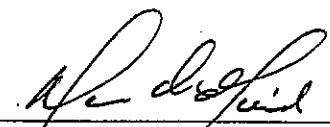


Laura Myers
Manager Labour & Employee
Relations

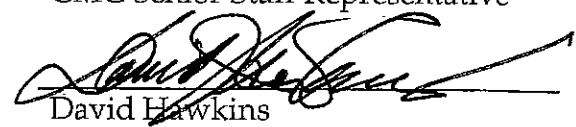


Christine McGlade
Manager Interactive & Digital
Media

**For The Canadian Media Guild
(CMG):**



Dan Oldfield
CMG Senior Staff Representative



David Hawkins
President, CMG Local



George Pyron
Negotiating Committee Member,
CMG Local

TRAINING & PROFESSIONAL DEVELOPMENT

1.1

The parties recognize the value of training and professional development for present and future needs of TVO and its employees. The employer agrees to provide employees in the bargaining unit with opportunities to participate in training that will broaden employees' skills, enhance levels of performance, support career development and contribute to the achievement of TVO's goals and objectives.

1.2

Training that is provided as a result of the Performance Management and Staff Development process shall also be subject to this Article.

1.3

The parties recognize that the ability to provide training, as provided for under this Article, is subject to the availability of funds.

1.4

Decisions on training will be based on operational requirements and individual needs of the employees.

1.5

Employees may express interest in training opportunities through their manager/supervisor. These expressions of interest will be given serious consideration by the employer.

1.5.1

Any employee who expresses interest in a specific training opportunity and is not accepted for such an opportunity will be provided specific feedback on request.

1.6

At the commencement of work, a new employee will be provided up to two (2) weeks of supervised on-the-job orientation and/or training necessary for the performance of his/her job.

An employee who has been permanently transferred to another location or who has been promoted to a higher classification, or who returns to employment from an absence of one year or greater, shall be provided up to one week of on-the-job orientation and/or other training necessary for the performance of his/her job.

Appropriate orientation or training as described above will be determined by the Authority.

1.7

In order to encourage employees to develop and improve their job performance, the employer will, at its expense, send employees to courses when in the view of the Authority it is in the employer's interest or it is a job requirement.

Furthermore, the employer may grant leave without pay or payment for part or all of the registration and tuition fees of a course which has been approved by the employer and which the employee wishes to take, providing such course is related to the type of work done by the employee.

1.8

Employees who take courses on their own time, which are directly related to their current position and / or their professional development within the organization, may, subject to a written request and prior approval, be assisted by the employer. Such assistance may involve full or partial funding and/ or leave with / without pay subject to operational requirements.

1.9

Training is separate and distinct from familiarization where an individual already possesses general skills and knowledge of functions or equipment operation and only requires basic direction in the application of these skills or knowledge in a different work environment.

As per Article 14.3 employees assisting in this type of familiarization are not entitled to a premium or upgrade for training or directing the work of new and /or less experienced employees.

1.10

Training is defined in this article as the transfer of skills from one employee to another. Such training can be delivered in a classroom setting or on the job. It can be delivered to a single employee or several. Training assignments must be preauthorized in writing. Training assignments include any or all of the following responsibilities:

- The development and delivery of formal training programs;
- Theoretical and / or practical instruction;
- Evaluation of trainees participating in a course, complete with recommendations with respect to training objectives, programs and results.

1.10.1

Where training is not a normal function of their job and an employee is assigned as above he/she shall be entitled to a training premium of \$22.50 (\$25.00 effective October 29, 2009) dollars per day in addition to normal pay.

1.11

Recognizing the mutual benefits derived from training, while employees are attending a training course they shall be credited for a (7) seven hour day (s). Where training occurs on an employee's scheduled day(s) off the employee shall be credited for a 7 hour day(s). No premiums will apply in either case.

1.12

Whenever practicable, employees will be scheduled to travel or take part in training during the employee's regular work hours.

1.13

Training and development issues will be discussed at the Joint Labour Management Meetings. The employer agrees to consider all proposals, advice, suggestions and comments provided by the Union at such meetings. For the purposes of ensuring a constructive dialogue during these meetings the employer agrees to share with the Union details of any contemplated training initiative for members as well as relevant budget information.

It is agreed that Final decisions regarding training including choice, availability, cost, frequency and timing of courses rest with the employer, subject to the provisions of this Article.

4.3.1 Technological Change

TC.1

Technological change means the introduction by the Authority into its work, undertaking or business of equipment or material of a significantly different technological nature or kind than that previously utilized by the employer in the operation of the work, undertaking or business and a change in the manner in which the employer carries on the work undertaking or business that is directly related to the introduction of that equipment or material.

TC.2

Where the employer proposes to effect a technological change that is likely to affect the terms and conditions of employment of a significant number of the employees to which this Collective Agreement applies, then the employer shall give as much notice as is practicable to the Union but no less than 45 calendar days prior to the introduction of new equipment or material different in nature or kind than that previously utilized.

Such notice referred to above shall contain:

- The reason for and nature of the technological change;
- The date on which the employer proposes to effect the technological change;
- The approximate number and type of employees likely to be affected by the technological change;
- The effect that the technological change is likely to have on the terms and conditions, or security of employees affected.

TC.3

The following steps are intended to assist employees affected by any technological change.

After notice as per TC.2 above is given, the parties shall meet and discuss the technological change with a view to minimize or avoid adverse effects and to discuss options to assist employees who are affected by technological change to adjust to any adverse effects associated with such technological change. This could include retraining and/or reassignment to a vacant position. When such reassignment or relocation is required, the posting and recruitment provisions of the Collective Agreement shall not apply.

TC.4

Employees who occupy positions to be eliminated as a result of technological change will receive notice and severance as set out in Article 18.1 and 18.7.

11.10 Posting of Assignment Opportunities

In circumstances where a program is cancelled and full time, permanent work on a new program is being made available, the Authority will post such assignment opportunity for a period of 5 working days. Such postings will include details of the program and will indicate qualifications required by the Authority.

Members of the bargaining unit may express their interest in such opportunities by submitting a written application to Human Resources no later than the final day of the posting. Of the qualified candidates who apply for the assignment opportunity, the employee who in the opinion of the Authority, best meets the skill, ability, performance, qualification and experience requirements will be offered the assignment opportunity.

Copies of postings will be provided to the Union local.

PERFORMANCE MANAGEMENT

12.1

The parties agree to promote excellence at every level within the organization. It is further agreed that such excellence can be accomplished through a positive, transparent performance management process.

12.1.1

Performance Management will provide a structured process for constructive discussion and feedback between the employee and his/her supervisor /manager. This process should give employees an opportunity to develop and perform to their full potential in their current position, as well as to assist them in preparing for their future career development. Both employees and their supervisor will be appropriately informed and equipped to maximize the benefits of this process. A climate of trust, openness and common sense is necessary to fully achieve positive outcomes from this process.

12.1.2

The intent is to ensure all employees understand what is expected of them in their position or assignment, what job standards and objectives are to be met, and organizational strategies and objectives.

12.1.2.1

The Performance Management process should:

- provide individual performance planning and joint clarification of performance expectations to enhance individual and organizational performance;
- provide constructive feedback to assist with performance improvement and the identification of individual developmental needs and goals;
- recognize and acknowledge performance, identifying possible unsatisfactory performance, and
- validate and update employees' skills and experiences.

12.1.3

During the process the employee and his/her supervisor (or designated supervisor) should discuss the employee's career potential and aspirations, how the employee contributes to the Authorities objectives, and what the employee requires to develop for both his/her current role and for future opportunities. They may also identify training and development opportunities that may be provided during the year.

12.1.3.1

The employee and supervisor (or designate) will jointly develop in writing, and sign off on, a plan that includes:

- an agreed set of realistic and achievable objectives and performance indicators that may include both qualitative and quantitative measures, and a feedback plan for the year. Objectives should relate to present performance and future development including the process for achieving these objectives which could include training and future assignments.

12.1.3.2

Where agreement on the content of the plan cannot be reached between an employee and their supervisor / manager, it will be referred to the next level supervisor / manager for discussion with the employee and resolution. Failing resolution, objections will be noted and disputes will be referred to the Joint Labour Management Committee which will attempt to facilitate a resolution.

12.1.4

The process will be conducted and documented at least once a year, including a midterm review and an end of cycle review.

Completed documentation on overall performance results will be kept confidential. As the Performance Management process is to be a positive exercise, it is agreed that the process will not be a substitute for discipline or used by either party in any grievance or arbitration proceedings. As an exception, it is acknowledged however, that the parties have the right to grieve that the application of, or participation in the process has been unreasonable.

12.1.5

The joint Union/Management committee will meet to:

- Ensure that application of Performance Management is consistent with these guidelines
- Monitor and evaluate the effectiveness of the process, and
- Make changes to the Performance Management process as necessary.

An employee who is on a Performance Improvement Plan as identified in _____ cannot participate in the Performance Management Process.

Performance Improvement Plan

Article 12.2

The Performance Improvement Plan is based on the understanding that an employee, given clear direction and support, should be able to improve his or her performance. When an employee is not working at a satisfactory level of performance he/she will be given reasonable time and assistance to improve.

This is a remedial process and at no point will be viewed as disciplinary.

An employee may be placed on a Performance Improvement Plan only after an initial meeting has taken place in which the manager and the employee have reviewed the duties, responsibilities and requirements of the employee's job and identified areas in which improvements are required.

Where it is identified that the employee still has an unsatisfactory level of performance and needs improvement, the employee's manager will notify the employee in writing that the formal Performance Improvement Process will begin in five (5) business days. This written notification will be at least one (1) month, but not more than three (3) months after the initial meeting described in the above paragraph.

The employee will have the right to be represented by the Union during any review meeting throughout the formal process.

The steps of the formal Improvement Process are described below.

At the first meeting in the formal Performance Improvement Plan process, the manager will again review with the employee and provide in writing the duties, responsibilities and requirements of the employee's job, and identified areas where improvements are required.

The manager and the employee will discuss and establish the actions needed and develop an action plan. The action plan will identify the desired outcomes and the process required to achieve them. A written plan will be provided to the employee.

The manager will keep documentation in the employee's file regarding any discussions concerning the employee's performance while the employee is involved in a Performance Improvement Plan.

The process will include a monthly review for a period of up to six (6) months, during which the employee and the manager will jointly review the employee's progress towards meeting outcomes of the action plan and requirements of the job. If at any point, the employee is meeting the objectives of the action plan and requirements of the job on a continuing and consistent basis, this will be stated in writing and jointly signed off, thereby ending the Performance Improvement Plan.

If by the end of six (6) months following the start of the Performance Improvement Plan the employee is not meeting the objectives of the action plan and requirements of the job, the following will occur:

- Vacant Permanent positions at the same or lower salary levels will be canvassed. If such a vacancy is found and if the employee meets the criteria in accordance with Article 18.2 a)i) , he/she will be placed in the vacancy without posting the position. In the event of a placement at a lower salary classification, the employee will be placed on the salary scale of the lower classification at the step closest to not more than the employee's salary in the current classification.
- If a position is found but refused, or if no position is found, the employee will be laid-off in accordance with notice and severance provisions of Article 18 (Permanent Layoff). Displacement and recall rights will not apply in such cases.

All documentation pertaining to the Performance Improvement Plan shall be removed from an employee's file when the employee has completed twenty-four (24) months of meeting the requirements of the job on a continuing and consistent basis.

It is understood that this process does not apply to:

- an employee whose inability to perform his/her job is due to a temporary or permanent disability; or
- an employee affected by "technology change" at the time the technology is introduced until the employee has received training in respect of the technology change.
- Employees during their probationary period

While an employee is on a Performance Improvement Plan, he/she is unable to participate in the Performance Management Plan even if the Performance Management Plan has already commenced.

For the Authority

For the Union

XX.00 Alternative Work Arrangements

XX.1

The parties recognize the intent of alternate work arrangements is to improve work life balance for employees. Alternative work arrangements may also be of benefit to the Authority. Although a variety of arrangements are available, an employee will not be obliged to accept such an arrangement.

XX.2

Requests for alternative work arrangements can be initiated in writing by either the employee or by the Authority. An employee's request for an alternate work arrangement will receive serious consideration by the Authority. Final approval of an alternative work arrangement is subject to operational requirements and is at the Authority's discretion. An employee whose request is denied will receive the reason for the denial in writing.

Employees may only participate in one alternative work arrangement program at a time.

XX.3

All details of an alternate work arrangement will be committed to in writing and signed by the employee and the Authority prior to the commencement of the alternative work arrangement.

Cancellation of an alternative work arrangement may occur with a minimum of thirty (30) days written notice from either the employer or the employee except where otherwise specified in this Article.

Cancellation of such arrangements will be subject to operational requirements. However, serious consideration will be given to maintaining the alternative work arrangement prior to notice of cancellation being provided.

The Union shall be notified in writing of all alternative work arrangements and any cancellation of such arrangements.

XX.4

It is understood that any alternative work arrangement agreed to by an employee and the Authority will only be applicable to the employee's assignment at the time the arrangement is approved.

It is also understood that any alternate work arrangement will not result in the Authority incurring extra cost or penalties. It is further understood that there shall be no pyramiding of any premiums or benefits to any employee under an alternative work arrangement.

XX.5

All provisions of the Collective Agreement apply to employees with alternative work arrangements except where otherwise set out in this Article.

The employer may backfill on a temporary basis any work created as a result of agreeing to any of the alternate work arrangements.

XX.6 Job Sharing

XX.6.1

Job sharing can occur where there is agreement between the Authority and two full time employees in the same classification and assigned to the same show who wish to share a job. The shared position will continue to be identified as a full time position.

The duration of a job sharing arrangement will be for a period of 12 months unless otherwise agreed. Upon conclusion of the job sharing arrangement, the employees will revert to their full time status and their former positions. In the event that one of the employees can no longer fulfill the agreed to arrangement or when operational needs require, then the Authority may terminate the arrangement with two weeks notice.

XX.6.2

The incumbents of a job sharing arrangement will determine how the hours of work will be shared, subject to final approval by management. The combined hours will be 35 hours per week and each employee will work a minimum of 15 hours per week. It is understood that the work week will continue to be 5 days per week. For the period of the job share arrangement the employees will be self assigned for purposes of overtime.

XX.6.3

The employees of a job share arrangement will be paid for the hours worked. Seniority, annual vacation leave, holidays will be pro – rated on the basis of actual hours worked. Benefits will be in accordance with the provisions of the Authority's provider. Pension entitlement will be adjusted in accordance with the provisions of the pension plan.

XX.7 Vacation Purchase Plan (VPP)

XX.7.1

The Vacation Purchase Plan allows regular full-time employees to purchase additional vacation time.

- Employees may purchase an additional 5 day block of vacation in addition to their annual vacation entitlement. Effective October 28, 2009 employees may purchase an additional 5 day block, for a maximum of 10 days.

- Employees will pay for this extra vacation time through payroll deductions taken equally from their paychecks throughout the calendar year prior to the vacation time being used.
- The cost of the 5 day vacation block (purchase rate) is determined by dividing the employee's full-time annual base pay, at the beginning of the calendar year when it is requested, by 52 weeks.
- The additional vacation becomes available for use at the beginning of the calendar year after it has been fully paid.
- Purchased vacation hours not used will not be carried into the next calendar year. Any unused vacation time under the program will be reimbursed to the employee at the original rate the employee paid for the allocation.
- Employees must submit an application for the VPP at least 12 months prior to the start of the calendar year in which it is to be taken. Applications at any other time of the year will not be accepted.

XX.7.2

Vacation purchased under this Plan must be scheduled and taken in accordance with the provisions of the collective agreement. When employees take purchased vacation time, it will be paid at their current hourly rate.

Before employees use purchased vacation during the year, their vacation balances and banked time must be fully exhausted. In any year the total of the combined vacation carry over and VPP will not exceed the maximum allowable vacation carryover under the collective agreement.

Employees may use purchased vacation hours in half-day or full-day increments.

XX.7.3

Leaves of Absence

- If any unpaid leave of absence is 30 days or less, any pay deductions missed will be made up by the employee as a lump sum payment when the employee returns from the absence.
- If any leave of absence exceeds 30 days, the employee's contributions to the VPP will end. Purchased vacation hours not used will be will be reimburse to the employee at the original rate the employee paid for the allocation.

XX.7.4

Termination/Retirement

- Upon termination or retirement, purchased vacation hours not used will be reimbursed to the employee at the original rate the employee paid for the allocation.

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 layoff 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 two (2) programming areas: Kids, 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 an employee would otherwise be laid off from employment and has recognized occupational qualifications in another classification, the employee may apply his or her Authority seniority to displace the most junior employee in a classification in the same or lesser wage group in the same programming area except as provided in paragraph d) below.

Failing placement in the same programming area, such an employee may then apply his or her Authority seniority to displace the most junior employee in a classification in the same or lesser wage group in another programming area provided they have the necessary skill, ability, performance, and experience at TVO in the classification and programming area to which they are seeking placement, except as provided in paragraph d) below.

d) An employee may not displace an employee in the classification of Host/Producer in any programming area.

e) 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 most junior 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 rehiring 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; 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.

Letter of Agreement # 6

Between

TVO and CMG

Re - Tripartite Process

In May of 2006 the implementation began of a new Strategic Agenda for TVO to address the competitive and fast-changing environment, leverage the powerful strengths of the organization, align our content activities with the Ministry of Education's priorities, and begin to build a financially sustainable operating model for the future. A corner stone of the Strategic Agenda is the conversion to digital technology and to that end, a significant financial investment has been made by the Government of Ontario

Technological advancements in the industry are enabling multiplatform content production and distribution that permits greater operational streamlining and efficiencies. It is recognized that the realization of these benefits may necessitate the creation or modification of job duties that cross the traditional jurisdictional boundaries of the bargaining units.

In the above context, CMG agrees to participate in a tripartite process with representatives of TVO and CEP to discuss and address, and, where possible, resolve issues related to bargaining unit jurisdiction where the efficient use of technology creates an overlap of traditional jurisdictions.

It is agreed that it is in best interest of all parties to address these issues in good faith with a view to the long term best interests of TVO and its employees and to seek mutually agreeable solutions in an open and cooperative manner in the spirit of the collective agreement.

It is understood that this agreement is contingent upon the participation of CEP, local 72M and that TVO will be seeking such participation.

Dated _____, 2008

For the Company

CMG

**Public Service of Ontario Act
Ethical Framework for Employees**

**Oath of Allegiance and Oath of Office
Conflict of Interest Directive
Political Activity Directive
Disclosure of Wrong-doing**

Background

The Province of Ontario enacted a revised the Public Service of Ontario Act on August 22, 2007. The PSOA includes an Ethical Framework setting out a new:



- Oath of Allegiance and Oath of Office
- Conflict of Interest Directive
- Political Activity Directive
- Disclosure of Wrong-doing Directive

Objective

The PSOA is to ensure that organizations funded by the taxpayer are non-partisan, professional, ethical and competent.

The Act sets out rights and duties of "public servants" concerning ethical conduct in the Conflict of Interest Directive, rights and duties concerning Political Activity and to establish procedures in the event of Wrongdoing that is free from reprisals. Confirmation that Public Servants understand their obligations under the Act is part of the Oath of Allegiance and the Oath of Office.

Scope and Responsibilities

The revised act now applies to all government employees, and certain aspects apply to government appointees (OIC appointees) and Agency Employees. TVO employees and appointees are considered Public Servants for purposes of the Act.

Each organization must appoint an "Ethics Executive". The role of the Ethics Executive is to ensure that the policies and procedures under the PSOA are followed and to adjudicate in the event of conflict.

The most senior executive officer is the Ethics Executive for the organization—in TVO's case, this is the CEO.

Each employee has an obligation under the Act to follow the policy and procedures.

Oath of Allegiance and Oath of Office

Every Employee, both permanent and employment contract, full-time and part-time that joins the organization or is renewed after August 20, 2007, is required to swear or affirm two Oaths: the Oath of Allegiance and the Oath of Office. Employees hired prior to August 20, 2007 are exempt from taking the Oaths, but are required to comply with the spirit and intent of the Oaths and other elements of the PSOA as described below.

The **Oath of Allegiance** to the Crown signifies the duty of loyalty to the employer. *A public servant who is not a citizen of Canada, but would lose their citizenship in another country if they take this oath is exempt.*

I swear that I will be faithful and bear true allegiance to her Majesty Queen Elizabeth the Second (or reigning sovereign for the time being), her heirs and successors according to law. (So help me God –for those swearing allegiance)

The **Oath of Office** signifies their awareness and understanding of the Ethical Framework and agreeing to conduct themselves as required under the framework. *There is no exemption from the Oath of Office.*

I swear that I will faithfully discharge my duties as a public servant and will observe and comply with the laws of Canada and Ontario, and, except as I may be legally authorized or required, I will not disclose or give to any person any information or document that comes to my knowledge or possession by reason of my being a public servant. (So help me God—for those swearing)

The Oath is conducted by the Ethics Executive. In the case of TVO, the Ethics Executive is the CEO.

The date the Oath is administered will be noted on the permanent personal file.

Conflict of Interest Directive

A Conflict of Interest is defined as any situation where a Public Servant's private interests may be in conflict with his/her public service responsibilities.

Employees, as Public Servants, are in a position of trust and are accountable for fulfilling their duties with integrity

The Conflict of Interest Rules assist Public Servants to act honestly and honourably in all situations.

Conflict of Interest Rules

1. (*for purposes of the PSOA, a spouse is defined as two persons living together in a conjugal relationship outside marriage or as described in the Family Law Act)
2. Confidential information includes strategic or proprietary information that is not available to the public and that, if disclosed, could result in harm to the organization or could give the person to whom it is disclosed an advantage.

Prohibited Conduct

3. A Public Servant may not use their position for personal gain directly or indirectly (including Spouse* and children).
4. A Public Servant cannot allow the possibility of future employment to influence behaviour.
5. A Public Servant cannot accept gifts or benefit from anyone or any organization that has dealings with, supplies goods and services to, or is seeking to do business with TVO. (Note: gifts of nominal value are allowed—but must be disclosed)
6. A Public Servant cannot release or use confidential information that might influence a decision or outcome.
7. A Public Servant may not give preferential treatment to any business or organization or individual.
8. A Public Servant may not hire or contract with their spouse*, children, parents or siblings.

9. A Public Servant cannot supervise or report to their spouse*, children, parents or siblings.

10. A Public Servant may not become employed by or engage in outside business activities that conflict with their public service duties:

- Interferes with the ability to do their job
- If the work/activity is in a professional capacity and the work is detrimental to the organization
- If the work/activity takes away a full time job from another person
- If the business/activity derives an advantage from the employees public service job
- If the business/activity uses TVO's resources in any way.

11. A Public Servant may not use TVO or government resources or information to their personal advantage or for personal gain.

12. A Public Servant may not disclose confidential information even after they have left TVO.

Duty to Notify

13. The obligation is on the employee to disclose the *perceived* conflict or receipt of a gift to the Ethics Executive promptly when a change in circumstance occurs.

(Note: Conflict of Interest declaration form attached to this policy)

14. A Public Servant in a conflict situation must abstain from deliberations on matters where they are in conflict.

See the PSOA Act for complete details.

Political Activity Directive

Public Servants have an individual right to engage in political activity while their duties as a Public Servant require them to be non-partisan.

Public Servants participate in Political Activity when they:

- Do anything in support of or in opposition to a federal or provincial political party
- Do anything in support of or in opposition to a candidate in a federal, provincial or municipal election

- Are or seek to become a candidate in a federal, provincial or municipal election*(requires a leave of absence)
- Comment publicly outside the scope of his duties on matters relating to his duties or that are part of the political party policies.

Rules Concerning Political Activity

Public Servants are entitled to participate in political activity with some restrictions, or they may refuse to participate.

Public Servants seeking to become a candidate in a federal, provincial or municipal election require a leave of absence beginning no later than the dropping of the election writ.

Public Servants participating in other political activity must disclose to the Ethic Executive and seek a leave of absence during the election period or during the term of their activity if they are a supervisor, in a position that deals with or is seen to influence the public or if their duties interfere with their ability to do their job.

The Ethics Executive cannot refuse a leave of absence related to political activity.

Prohibited Activity

Public Servants may not:

- Engage in political activity in the workplace or while conducting TVO business
- Engage in political activity while wearing a TVO "uniform"
- Use TVO or government resources, including equipment, supplies or premises, for political activity
- Associate their position as a public servant with political activity (except as necessary to identify their position and work experience if they are seeking to be a candidate in a federal, provincial or municipal election)

Duty to Notify

The obligation is on the employee to disclose the political activity and to seek a ruling from the Ethics Executive at the earliest opportunity.

The Political Activity Declaration form is attached to this policy.

See the PSOA for detailed regulations.

Disclosure of Wrongdoing

The Public Service has a duty to conduct itself in accordance with the highest integrity founded on the professional and ethical values of public service in order to uphold the public trust.

Public Servants may not engage in, condone or direct another to act in an unethical or illegal manner.

The Disclosure of Wrongdoing directive is a provision that ensures Public Servants who are aware of wrongdoing can reveal it with protection against reprisal.

This directive is not meant to replace or provide another vehicle to dispute resolution under the collective agreement.

Wrongdoing by a Public Servant is defined as:

- Contravention of an act or regulation
- Creating a grave danger to life, health, safety or the environment by an action or failure to act.
- Gross Mismanagement
- Directing or counseling someone to commit any of the above

Disclosure Procedures

The Ethics Executive is responsible for ensuring all employees are aware of the directive and the implications of non-compliance.

The Ethics Executive is responsible for ensuring all employees are aware of the disclosure procedures.

A Public Servant who wishes to disclose a wrongdoing has two options:

- Report the information internally to his or her ethics executive, or
- Report the information directly to the Integrity commissioner if they feel that internal disclosure is not appropriate.

An allegation of wrongdoing accepted by the Integrity Commissioner will be referred to the Ethics Executive in the best position to investigate the matter.

Internal disclosure is encouraged to allow the organization to correct any wrongdoing as soon as possible.

The Ethics Executive is responsible for conducting an investigation and reporting the findings back to the Public Servant. TVO's Ethics Executive is the CEO. Disclosures can be submitted by confidential mail, e-mail, phone or in person. The CEO will confirm receipt of the complaint and will report as to the results of the investigation.

If the Public Servant is not satisfied with the action taken by the Ethics Executive, they can take the matter to the Integrity Commissioner. The Integrity Commissioner is an officer of the Legislative Assembly charged with the authority to investigate and report on allegations of wrongdoing.
Protection from Reprisals

There is an obligation for all Public Servants, regardless of level, authority, etc. to report alleged wrongdoing to the Ethics Executive.

A Public Servant can feel free to report wrongdoing without fear of reprisal of any sort including being fired or threatened with termination, discipline or threat of discipline or penalty, and coercion or intimidation.

A Public Servant who makes a disclosure can do so in confidence throughout the investigation.

If a Public Servant who has made a disclosure of wrongdoing feels they are the victim of reprisal, they may make a complaint to the Ethics Executive.

If it is found that a reprisal has occurred, the person responsible may face disciplinary action. The person may also be charged with an offence and, if found guilty, may be subject to a fine of up to \$5,000.00.

For further details see the PSOA Act.

**Code of Ethical Conduct
Conflict of Interest Declaration Form**

Date: _____

To the Ethics Executive (Chief Executive Officer):

Name of Employee: _____

I declare that I have read and understood TVO's Code of Ethical Conduct and how it applies to my personal situation. I further understand that I am required to file a new declaration as and when my situation should change.

I have no conflict to declare: _____

In accordance with the conflict of interest rules, I declare the following:



Signature: _____

Disposition of Conflict of Interest

I have considered the declaration of conflict of interest and have determined

Chief Executive Officer

Date:

Letter of Agreement

Between

The Ontario Educational Communications Authority, "the Authority"

And

L'Office des télécommunications éducatives de langue française de l'Ontario, "New TFO"

And

Canadian Media Guild, "the Union"

With respect to the creation of the independent organization for TFO ("New TFO"), the parties agree that the transfer of identified CMG employees who currently report directly to TFO, from the Authority to New TFO, will be executed in accordance with the process as set out below. This is in accordance with the final approval by the Ontario Government for the creation of the New TFO as a legal entity. The language of operation for the NEW TFO will be French. The New TFO is the successor employer with respect to TFO operations and assumes all rights, responsibilities, liabilities and obligations under the collective agreement between the Authority and the Union as they apply to the New TFO and its bargaining unit employees. The present collective agreement between the Authority and the Union will apply as the successor collective agreement at the New TFO between the New TFO and the Union.

Transfer Process

1. Employees who currently report directly to TFO will be offered transfers at their current position and at their current rate of pay to the New TFO with the following exception. The position of Resource Coordinator will not exist at the New TFO. As such, the current incumbent will be offered alternate employment with NEW TFO at no less than the current rate of pay. A list of affected employees and positions will be provided. Employees will be issued offers to transfer on April 30, 2007 and will be required to accept or decline the offer by 5:00 pm on Friday, May 11, 2007 or as otherwise agreed between the parties.
2. It is anticipated that the official date of transfer to New TFO will be on or about July 1st, 2007. Employees will continue in their existing positions and assignments until their official date of transfer.
3. It is understood that the language of operation for the New TFO will be French.
4. Employees transferring to the New TFO will carry their accrued seniority with them for purposes of vacation, pension entitlement and all other rights under the collective agreements

between the Union and each of the Authority and New TFO. New seniority lists will be created for the Authority and the New TFO. Effective the date of their transfer, employees transferring to the New TFO will not at any time after their transfer be entitled to exercise their seniority rights or any other collective agreement rights against or in respect of the Authority on any matters arising after their transfer. Similarly, Authority employees not transferring to the New TFO may not at any time exercise seniority rights or any other collective agreement rights against or in respect of the New TFO.

5. Employees who decline or fail to respond to an offer of transfer to the New TFO by May 11, 2007 or as otherwise agreed to by the parties will remain with the Authority and will be treated in accordance with the Authority collective agreement.
6. This Letter of Agreement shall form part of the collective agreements between the Union and each of the Authority and New TFO.

The parties agree that they will conduct joint communication sessions for employees to explain the process and answer questions.

April 23, 2007
Dated

C. J. Ours
For the Authority

Carol Burton Faye
For the Union

C. Paquin
Claudette Paquin, Managing Director TFO

R. St. Pierre
Canadian Media Guild

Genele Chet
L'Office des télécommunications éducatives
de langue française de l'Ontario

Letter of Agreement # 9 Job Descriptions

The parties agree to include the review of job descriptions at the Joint Labour Management Committee and make changes where applicable within 120 days of the ratification of this memorandum.

For the Union

For the Authority

Letter of Agreement #8

NOTIFICATION TO UNION

The Employer agrees that prior to implementing any significant changes that would adversely affect work that is performed by the bargaining unit, they will meet with the Union to inform them of the changes and allow for Union input.

The Union agrees that any information or discussion that takes place during the information meeting will not be made known to anyone prior to the changes taking place, except by mutual agreement.

The provisions of this letter do not limit or in any manner restrict the management rights under Article 3 nor will they delay or impede the implementation of any change.

Dated this 8th day of May, 2008

For the Authority

For the Union

Clara J. Arnold
Director, Human Resources

Dan Oldfield
Senior Staff Representative

Letter of Agreement # 6

Between

TVO and CMG

Re - Tripartite Process

In May of 2006 the implementation began of a new Strategic Agenda for TVO to address the competitive and fast-changing environment, leverage the powerful strengths of the organization, align our content activities with the Ministry of Education's priorities, and begin to build a financially sustainable operating model for the future. A corner stone of the Strategic Agenda is the conversion to digital technology and to that end, a significant financial investment has been made by the Government of Ontario

Technological advancements in the industry are enabling multiplatform content production and distribution that permits greater operational streamlining and efficiencies. It is recognized that the realization of these benefits may necessitate the creation or modification of job duties that cross the traditional jurisdictional boundaries of the bargaining units.

In the above context, CMG agrees to participate in a tripartite process with representatives of TVO and CEP to discuss and address, and, where possible, resolve issues related to bargaining unit jurisdiction where the efficient use of technology creates an overlap of traditional jurisdictions.


It is agreed that it is in best interest of all parties to address these issues in good faith with a view to the long term best interests of TVO and its employees and to seek mutually agreeable solutions in an open and cooperative manner in the spirit of the collective agreement.

It is understood that this agreement is contingent upon the participation of CEP, local 72M and that TVO will be seeking such participation.

Dated _____, 2008



For the Company



CMG

Letter of Agreement #8

NOTIFICATION OF CHANGE


The Employer agrees that prior to implementing any significant changes that would adversely affect work that is performed by the bargaining unit, they will meet with the Union to inform them of the changes and allow for Union input.

The Union agrees that any information or discussion that takes place during the information meeting will not be made known to anyone prior to the changes taking place, except by mutual agreement.

The provisions of this letter do not limit or in any manner restrict the management rights under Article 3 nor will they delay or impede the implementation of any change.

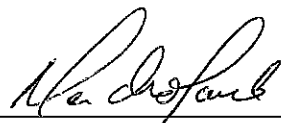
Dated this 8th day of May, 2008

For the Authority



Clara J. Arnold
Director, Human Resources

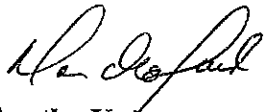
For the Union



Dan Oldfield
Senior Staff Representative

Letter of Agreement # 9 Job Descriptions

The parties agree to include the review of job descriptions at the Joint Labour Management Committee and make changes where applicable within 120 days of the ratification of this memorandum.



For the Union



For the Authority