

COLLECTIVE AGREEMENT

October 28, 2019 to October 27, 2022



**The Ontario Educational
Communications Authority**

and



**Canadian Media Guild
La Guilde canadienne des média**

CWA/SCA Canada

COLLECTIVE AGREEMENT

between

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

– and –

The Canadian Media Guild

October 28, 2019

to

October 27, 2022

TABLE OF CONTENTS

	Page
ARTICLE 1	
Intent	1
ARTICLE 2	
Recognition & Relationship	2
ARTICLE 3	
Management Rights	3
ARTICLE 4	
Jurisdiction	5
Technological Change	5
New Devices	6
Training & Development	6
ARTICLE 5	
Check-Off Union Dues	10
Notification to Union	10
ARTICLE 6	
Full Time Employees	10
ARTICLE 7	
Temporary Employees	11
Temporary Full Time Employees	11
Temporary Part-Time Employees	12
Service Contracts	13
ARTICLE 8	
Student Placement	14
ARTICLE 9	
Non-discrimination and Harassment	15
Non-discrimination	15
Harassment	15
Workplace Conflict	16
ARTICLE 10	
Seniority	18
ARTICLE 11	
Recruitment Process	19
Job Posting	19
Probation Period	19
Promotion or Transfer	19
Trial Period	20
Secondments	20
Posting of Assignment Opportunities	21

TABLE OF CONTENTS (continued)

	Page
ARTICLE 12	
Performance Management	22
Performance Management Process	22
Performance Improvement Plan	23
ARTICLE 13	
General Salary Provisions	26
ARTICLE 14	
Temporary Upgrading	27
ARTICLE 15	
Hours of Work and Overtime	28
Scheduled	28
Overtime	28
Time Off in Lieu Accumulation	29
Self-Assigned Employees	30
Alternative Work Arrangements	31
Job Sharing	32
Vacation Purchase Plan	33
Leave of Absence	34
Termination/Retirement	34
ARTICLE 16	
Call Back and Night Differential	35
ARTICLE 17	
Meal Periods and Coffee Breaks	36
Break Periods	36
Meal Period	36
Meals on Remotes	36
ARTICLE 18	
Permanent Layoff	37
Layoff	38
Re-Engagement of Laid-Off Employees	39
ARTICLE 19	
Short-Term Layoff	41
ARTICLE 20	
Annual Vacation	42
Scheduling of Annual Vacation	42
Vacation Carry Over	43
ARTICLE 21	
Holidays	44
Holidays and Holiday Pay	44

TABLE OF CONTENTS (continued)

	Page
ARTICLE 22	
Jury or Witness Duty	46
ARTICLE 23	
General Leave	46
ARTICLE 24	
Bereavement and Special Leave	47
ARTICLE 25	
Union Leave	48
For Union Business	48
Union Conventions	48
Leave for Grievance Meeting	48
Leave for Union Office	48
Leave Without Pay for Union Business	48
Leave Without Loss of Pay	49
Total Amount of Union Leave	49
Extension of Union Leave	49
ARTICLE 26	
Pregnancy and Parental Leave	50
Pregnancy Leave	50
Parental Leave	51
Adoption Leave	52
ARTICLE 27	
Employee Benefits	53
Benefits and Insurance	53
ARTICLE 28	
Pension Plan	55
ARTICLE 29	
Transportation and Travel Expenses	56
Transportation Expenses and Conditions	56
Per Diem and Travel Expenses	56
ARTICLE 30	
Joint Committee	59
ARTICLE 31	
Negotiating Committee	61
ARTICLE 32	
Grievance Procedure	62
Arbitration	63

TABLE OF CONTENTS (continued)

	Page
ARTICLE 33	
Union Access to Premises	65
ARTICLE 34	
Disciplinary Action and Discharge	66
The Discipline Procedure	66
ARTICLE 35	
Strikes & Lockouts	67
ARTICLE 36	
Bulletin Boards	67
ARTICLE 37	
Health and Safety	68
ARTICLE 38	
Outside Activities/Conflict of Interest	69
ARTICLE 39	
Credits	69
ARTICLE 40	
Classifications & Wage Groups	70
ARTICLE 41	
Effective Date and Duration	78
APPENDIX A	
Job Categories	79
Associate Producer	79
Producer/Director I	80
Digital Media Producer I	81
Promo Producer	82
Producer/Director II	84
Digital Media Producer II	85
Director	87
Host/Producer	88
Acquisitions Officer I	89
Acquisitions Officer II	90
Learning Experience Designer	91
Curriculum Specialist	93
Instructional Designer	95
Senior Designation	97
Memorandum of Settlement	98

TABLE OF CONTENTS (continued)

	Page
Letters of Agreement	
#1 Partial Shutdown	99
#2 Outside Activities/Conflict of Interest	100
#3 Ontario HUB Employees	103
#4 Notification of Change	104
#6 Joint Labour-Management Committee	105
#7 Employee Status	107
#8 Tripartite Process	109
#9 Union Volunteer Advisor, Harassment	110
#11 Live Stage Performance Fees/Procedures for TVOKids	111
#12 External Secondments	113
#13 Host Producers – TVOKids	114
 Code of Ethical Conduct Political Activity Declaration Form	115
Code of Ethical Conduct Conflict of Interest Declaration Form	116
Public Service of Ontario Act – TVO Ethical Framework	117
Public Service of Ontario Act – Ontario Regulations	128
City-Wide Ward Boundary Map	137
Index	138

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 programs and learning materials in the educational and broadcasting fields, which the parties acknowledge to be different in some respects from general commercial broadcasting. Further, the parties recognize a common interest to adapt to changes in technology, developments in the broadcasting and education industries and platforms, evolution of the workplace landscape and the evolving roles of employees within that landscape, in ways that seek economy and efficiency in the performance of job functions. This includes supporting a multi skilled workforce as well as a blend of multi-skilled and specialist jobs.

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 recognizes CMG as the sole and exclusive bargaining agent of full-time employees of OECA in and/or based in the City of Toronto 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;

Including the performance of duties or use of tools or equipment that are necessarily incidental to the performance of such core functions, including digital media producers and instructional designers, learning experience designers and curriculum specialists, save and except supervisors, persons above the rank of supervisor, web specialists and individuals and positions who are represented by UNIFOR, Local72M and NABET700/UNIFOR, (subject to the decision of the Ontario Labour Relations Board dated March 23, 2015), the ACTRA Performers Guild (ACTRA), the American Federation of Musicians (AfM), and The Writers Guild of Canada (WGC).

2.2 The Authority and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced 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.

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 bargaining 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 Director, Interactive Digital Media; Director Kids TV; Executive Produce – The Agenda; Executive Producer – Digital; Executive Producer – Documentaries; Executive in Charge of Production; Managing Editor – Digital; Manager, Mathify & Educational Outreach; Manager, Curriculum; Manager, Creative Services or equivalents, are an integral part of a production or operational team and that all existing practices relating to their involvement in the production process or operations shall continue.

4.3 Technological Change

4.3.1 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.

4.3.1.1 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 forty-five (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.

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

After notice as per 4.3.1.1 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.

4.3.1.3 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.

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

4.4 Training & Professional Development

4.4.1 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.

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

- 4.4.3 The parties recognize that the ability to provide training, as provided for under this Article, is subject to the availability of funds.
- 4.4.4 Decisions on training will be based on operational requirements and individual needs of the employee.
- 4.4.5 Employees may express interest in training opportunities through their manager/supervisor. These expressions of interest will be given serious consideration by the employer.
- 4.4.5.1 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.
- 4.4.6 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 their job.

An employee who has been promoted to a higher classification, or who returns to employment from an absence of one (1) year or greater, shall be provided up to one (1) week of on-the-job orientation and/or other training necessary for the performance of their job.

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

- 4.4.7 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.

- 4.4.8 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.

4.4.9 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.

4.4.10 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.

4.4.10.1 Where training is not a normal function of their job and an employee is assigned as above, they shall be entitled to a training premium of \$25.00 dollars per day in addition to normal pay.

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

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

4.4.13 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.

- 4.5 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 workday(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 fulltime 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, pregnancy leave, parental 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. Access to the Employee Assistance Program (EAP) will be available 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 TVO 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 (4) 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:

- 1) All temporary employees shall receive six percent (6%) of gross contract earnings in lieu of vacation.

(d) Article 28 – Temporary employees will be eligible to participate in the Public Service Pension Plan (PSPP) in accordance with the PSPP terms and guidelines, should they choose.

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 – Pregnancy/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)

Article 28 – Temporary part-time employees will be eligible to participate in the Public Service Pension Plan (PSPP) in accordance with the PSPP terms and guidelines, should they choose.

- (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 fulltime 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 coops. 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

NON-DISCRIMINATION AND HARASSMENT

- 9.1 **Non-discrimination** – 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 their 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 Non-Discrimination and Harassment Policy, HR570 and Workplace

Violence & Harassment Prevention, HR 565. The Authority will consult the Union if the policies are to be amended.

- 9.2.4 An employee who believes they have 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 Non-Discrimination and Harassment Policy, HR570 and Workplace Violence & Harassment Prevention, HR 565. The Authority will consult the Union if the policies are to be amended.

Once the grievance procedure or the Policy on Non-Discrimination and 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 Non-Discrimination and 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, Employee & Labour Relations 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 their 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 their intention 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 People & Culture 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 nine (9) months, with an option for a further three (3) 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 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.

Applicants who are not selected by the Authority to proceed to a full interview will be offered the opportunity to meet with the Authority

to receive feedback on their application and provide clarification. This will not be subject to the grievance procedure and will not delay or in any way hinder the recruitment process for the posted position.

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 their former position, the Authority will endeavour to return the employee to their 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.

Employees whose applications are received by the Authority after the expiration of the internal posting period as set out in 11.2 and before the expiration of the external posting deadline will be considered as external applicants and the provisions of 11.5 articles will not apply.

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.

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 five (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.

ARTICLE 12

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 their 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 experience.
- 12.1.3 During the process the employee and their supervisor (or designated supervisor) should discuss the employee's career potential and aspirations, how the employee contributes to the Authority's objectives, and what the employee requires to develop for both their 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, 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 Labour-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 12.2 cannot participate in the Performance Management Process.

12.2 **Performance Improvement Plan** – The Performance Improvement Plan is based on the understanding that an employee, given clear direction and support, should be able to improve their performance. When an employee is not working at a satisfactory level of performance, they will be given reasonable time and assistance to improve.

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

12.2.1 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.

12.2.2 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 and the Union 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.

12.2.3 The steps of the formal Performance 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, People & Culture, and the employee, and the Union representative 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.

12.2.4 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 level will be canvassed. If such a vacancy is found and if the employee meets the criteria in accordance with Article 18.2 a) i), they 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.

12.2.5 It is understood that this process does not apply to:

- an employee whose inability to perform their 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, they are unable to participate in the Performance Management Plan even if the Performance Management Plan has already commenced.

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 in the pay period of the employee's anniversary.
- 13.3 When a fulltime 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 555). The Authority will consult the Union if policies are to be amended.
- 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 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 two (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 two (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 two (2) week cycle must be obtained from the appropriate supervisor in order to claim pay or the equivalent time off in lieu of payment.

- 15.3.3 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 their 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 their 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.

- (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 the first pay period in September 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 their 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 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.

15.8 **Alternative Work Arrangements**

- 15.8.1 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.
- 15.8.2 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.

- 15.8.3 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.

- 15.8.4 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.

- 15.8.5 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.

15.8.6 **Job Sharing:**

- 15.8.6.1 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 fulltime position.

The duration of a job-sharing arrangement will be for a period of twelve (12) months unless otherwise agreed. Upon conclusion of the job-sharing arrangement, the employees will revert to their fulltime 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.

15.8.6.2 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 thirty-five (35) hours per week and each employee will work a minimum of fifteen (15) hours per week. It is understood that the work week will continue to be five (5) days per week. For the period of the job share arrangement the employees will be self-assigned for purposes of overtime.

15.8.6.3 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.

15.8.7 **Vacation Purchase Plan (VPP)**

15.8.7.1 The Vacation Purchase Plan allows regular full-time employees to purchase additional vacation time (Article 20).

- Employees may purchase up to two five (5) day blocks of vacation for a maximum of (10) days, in addition to their annual vacation entitlement. 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 five (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 fifty-two (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 twelve (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.

- 15.8.7.2 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 carry-over under the collective agreement.

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

15.8.7.3 **Leave of Absence**

- If any unpaid leave of absence is thirty (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 thirty (30) days, the employee's contributions to the VPP will end. Purchased vacation hours not used will be reimbursed to the employee at the original rate the employee paid for the allocation.

15.8.7.4 **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 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 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 they perform 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;
- 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.

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

18.8 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.
- (d) 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.

20.3.1 **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 their 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** – An employee may elect to carry over up to five (5) days of annual vacation leave from one year to the next, without approval. Any vacation carry-over must be used first when requesting paid time off in the next calendar year. Floater days and banked time may only be used after the prior year's vacation carry-over has been exhausted.

An employee who, for good and sufficient purposes, wishes to carry over more than five (5) days must request so in writing and seek approval from the VP, People & Culture.

ARTICLE 21

HOLIDAYS

21.1.1 **Holidays and Holiday Pay** – The Authority recognizes the following paid holidays:

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

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 workday 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 workday 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 workday 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 four (4) 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, four (4) 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 four (4) 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

PREGNANCY AND PARENTAL LEAVE

26.1 Pregnancy Leave:

A pregnant employee may apply for pregnancy leave, and such leave will be granted upon written request. The total maximum period of leave will not exceed the maximum allowance under the Employment Standards Act, 2000 (ESA).

26.1.1 During the pregnancy leave the following salary and benefit provisions will apply provided the employee has been employed for at least one (1) year prior to the commencement of pregnancy leave:

- a) TVO will pay ninety-five percent (95%) based on the classification rate, according to the wage schedule listed in Article 40, during the Employment Insurance Benefits (EI) waiting period;
- b) for the remainder of the EI pregnancy leave, the employee will receive a Supplemental Unemployment Benefits (SUB) payment equal to the difference between the payment in (a) above and the amount of EI pregnancy benefits, or would be expected to receive if she qualified for pregnancy benefits (at the 55% of average weekly earnings rate). At no time will the SUB payments exceed seventeen (17) weeks;
- c) during the pregnancy leave, the Authority will continue to pay the cost of the benefit plans in which the employee is enrolled. If the employee fails to return to work at the expiry of their approved leave for a period of at least four (4) months, the employee will reimburse the Authority for the cost of the benefit plan the employee is enrolled in, and all payments made by the Authority pursuant to Article 26.1.1 (a) and (b). The Authority may apply any moneys 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 pregnancy leave, provided the employee returns to work for a period of at least four (4) months at the expiry of their approved leave;
- e) in all weeks, the combination of EI, SUB, and all other earnings, will never exceed ninety-five percent (95%) of an employee's

classification rate according to the wage schedules listed in Article 40;

- f) application for pregnancy leave will be made by TVO's Leave request form.

26.2 Parental Leave:

Upon application, an employee may apply for parental leave, and such leave will be granted upon written request. Parental Leave will be taken in accordance with ESA provisions.

The employee will provide at least two (2) weeks written notice of the commencement of the leave and will provide at least four (4) weeks written notice of the return to work. The employee will be reinstated in their previous position or a comparable one with no loss of salary.

An application for parental leave will be made by TVO's Leave Request form.

- 26.2.1 During the parental leave the following salary and benefit provisions will apply provided the employee has been employed for at least one (1) year prior to the commencement of parental leave:

- a) An employee, with the exception of those employees who qualify for pregnancy leave, will be granted a leave of absence with pay of ten (10) days to be taken at the time of the birth of their child; or at the time the adopted child comes into the custody, care and control of the employee for the first time. This does not apply to the adoption of a spouses' or common-laws' child/ren).
- b) any further periods of parental leave will be without pay;
- c) during the parental leave, the Authority will continue to pay the cost of the benefit plans in which the employee is enrolled. If the employee fails to return to work after expiration of the parental leave for a period of at least four (4) months, the employee will reimburse the Authority for all payments made by the Authority for the cost of the benefit plan the employee is enrolled in;
- d) seniority and vacation credits will continue to accrue while the employee is on parental leave, provided the employee returns to work for a period of at least four (4) months at the expiry of the parental leave;

26.3 Adoption Leave:

- a) Any employee who adopts a child will be entitled to the same rights and obligations as those specified in Article 26.2, except that the period of leave will not exceed the maximum allowed under the ESA and will commence within the period as prescribed in the Act.

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 their immediate supervisor prior to the start of the workday.
- (b) For absences of three (3) consecutive days or more, a medical certificate stating that the employee is unable to perform their 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. 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 their 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 parties recognize that the Public Service Pension Plan (PSPP) is the TVO Staff Pension Plan.

All employees will be required to contribute to the PSPP in accordance with the PSPP terms and guidelines. Pension statements will be provided within these guidelines.

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 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 for any meal when an appropriate meal is provided by the Authority, hotel/lodging, conference, or similar.

- (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 four (4) 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 fourteen (14) 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 fourteen (14) working days, the complaint may be taken up as a grievance under Clause 32.4. An extension will be granted to an employee upon written request.
- 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, Employee & Labour Relations or designate. A meeting will then be held between the Director, Employee & Labour Relations 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 griever may be present at the meeting. It is further understood that the Director, Employee & Labour Relations 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, Employee & Labour Relations 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, Employee & Labour Relations or designate, within fourteen (14) 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 their 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 practiced 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 their 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 recognizes 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 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 #2 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 Public Service of Ontario Act – TVO Ethical Framework is 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 and thereafter as set out in the PSOA – TVO Ethical Framework.
- 38.4 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

WAGES

Classification Wage Groups (Scales of Minimums)

Associate Producer		Salaries are based on a 35-hour 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, the employee shall receive a minimum of five percent (5%) on top of their basic salary.					
		Step 0 (start)	Step 1 (12 months)	Step 2 (24 months)	Step 3 (36 months)	Step 4 (48 months)	Step 5 (60 months)
28-Oct-19	Annual	49443.90	51916.02	54246.86	56415.93	58400.14	60463.12
	Per Pay	1901.68	1996.78	2086.42	2169.84	2246.16	2325.50
	Weekly	950.84	998.39	1043.21	1084.92	1123.08	1162.75
	Hourly	27.16	28.52	29.81	31.00	32.09	33.22
28-Oct-20	Annual	49938.34	52435.18	54789.33	56980.09	58984.14	61067.75
	Per Pay	1920.70	2016.74	2107.28	2191.54	2268.62	2348.76
	Weekly	960.35	1008.37	1053.64	1095.77	1134.31	1174.38
	Hourly	27.43	28.81	30.11	31.31	32.41	33.55
28-Oct-21	Annual	50437.72	52959.53	55337.22	57549.89	59573.98	61678.43
	Per Pay	1939.91	2036.90	2128.36	2213.46	2291.30	2372.24
	Weekly	969.96	1018.45	1064.18	1106.73	1145.65	1186.12
	Hourly	27.70	29.10	30.41	31.62	32.73	33.89

Producer/Director I / Digital Media Producer I / Promo Producer / Learning Experience Designer		Salaries are based on a 35-hour 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, the employee shall receive a minimum of five percent (5%) on top of their basic salary.					
B							
		Step 0 (start)	Step 1 (12 months)	Step 2 (24 months)	Step 3 (36 months)	Step 4 (48 months)	Step 5 (60 months)
28-Oct-19	Annual	57330.31	60196.85	63206.77	66367.42	69786.48	72046.41
	Per Pay	2205.02	2315.26	2431.02	2552.60	2684.10	2771.02
	Weekly	1102.51	1157.63	1215.51	1276.30	1342.05	1385.51
	Hourly	31.49	33.07	34.72	36.46	38.34	39.58
28-Oct-20	Annual	57903.61	60798.82	63838.84	67031.09	70484.34	72766.87
	Per Pay	2227.06	2338.42	2455.34	2578.12	2710.94	2798.72
	Weekly	1113.53	1169.21	1227.67	1289.06	1355.47	1399.36
	Hourly	31.80	33.40	35.07	36.82	38.72	39.98
28-Oct-21	Annual	58482.65	61406.81	64477.23	67701.40	71189.18	73494.54
	Per Pay	2249.34	2361.80	2479.90	2603.90	2738.04	2826.72
	Weekly	1124.67	1180.90	1239.95	1301.95	1369.02	1413.36
	Hourly	32.12	33.73	35.42	37.19	39.11	40.38

Producer/Director II / Digital Media Producer II / Director C		Salaries are based on a 35-hour 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, the employee shall receive a minimum of five percent (5%) on top of their basic salary.					
		Step 0 (start)	Step 1 (12 months)	Step 2 (24 months)	Step 3 (36 months)	Step 4 (48 months)	Step 5 (60 months)
28-Oct-19	Annual	67808.57	71198.21	74758.54	78496.39	82421.74	86542.46
	Per Pay	2608.02	2738.40	2875.32	3019.10	3170.06	3328.56
	Weekly	1304.01	1369.20	1437.66	1509.55	1585.03	1664.28
	Hourly	37.25	39.12	41.07	43.13	45.28	47.55
28-Oct-20	Annual	68486.66	71910.19	75506.13	79281.35	83245.96	87407.88
	Per Pay	2634.10	2765.78	2904.08	3049.28	3201.76	3361.84
	Weekly	1317.05	1382.89	1452.04	1524.64	1600.88	1680.92
	Hourly	37.62	39.51	41.48	43.56	45.73	48.03
28-Oct-21	Annual	69171.53	72629.29	76261.19	80074.16	84078.42	88281.96
	Per Pay	2660.44	2793.44	2933.12	3079.78	3233.78	3395.46
	Weekly	1330.22	1396.72	1466.56	1539.89	1616.89	1697.73
	Hourly	38.00	39.91	41.89	44.00	46.19	48.51

Host/Producer		Salaries are based on a 35-hour 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, the employee shall receive a minimum of five percent (5%) on top of their basic salary.						
D								
		Step 0 (start)	Step 1 (12 months)	Step 2 (24 months)	Step 3 (36 months)	Step 4 (48 months)	Step 5 (60 months)	Step 6 (72 months)
28-Oct-19	Annual	62157.95	65575.95	69182.50	72988.09	77002.72	81229.01	86542.46
	Per Pay	2390.70	2522.16	2660.86	2807.24	2961.64	3124.20	3328.56
	Weekly	1195.35	1261.08	1330.43	1403.62	1480.82	1562.10	1664.28
	Hourly	34.15	36.03	38.01	40.10	42.31	44.62	47.55
28-Oct-20	Annual	62779.53	66231.71	69874.33	73717.97	77772.75	82041.30	87407.88
	Per Pay	2414.60	2547.38	2687.48	2835.30	2991.26	3155.44	3361.84
	Weekly	1207.30	1273.69	1343.74	1417.65	1495.63	1577.72	1680.92
	Hourly	34.49	36.39	38.39	40.50	42.73	45.07	48.03
28-Oct-21	Annual	63407.33	66894.03	70573.07	74455.15	78550.48	82861.71	88281.96
	Per Pay	2438.74	2572.84	2714.34	2863.66	3021.18	3186.98	3395.46
	Weekly	1219.37	1286.42	1357.17	1431.83	1510.59	1593.49	1697.73
	Hourly	34.83	36.75	38.77	40.91	43.16	45.52	48.51

Acquisition Officer I E		Salaries are based on a 35-hour 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, the employee shall receive a minimum of five percent (5%) on top of their basic salary.					
		Step 0 (start)	Step 1 (12 months)	Step 2 (24 months)	Step 3 (36 months)	Step 4 (48 months)	Step 5 (60 months)
28-Oct-19	Annual	59331.84	62299.22	65101.69	67707.21	70075.86	72529.59
	Per Pay	2282.00	2396.12	2503.92	2604.12	2695.22	2789.60
	Weekly	1141.00	1198.06	1251.96	1302.06	1347.61	1394.80
	Hourly	32.59	34.23	35.76	37.20	38.50	39.84
28-Oct-20	Annual	59925.16	62922.21	65752.71	68384.28	70776.62	73254.89
	Per Pay	2304.82	2420.08	2528.96	2630.16	2722.18	2817.50
	Weekly	1152.41	1210.04	1264.48	1315.08	1361.09	1408.75
	Hourly	32.92	34.57	36.12	37.57	38.89	40.24
28-Oct-21	Annual	60524.41	63551.43	66410.24	69068.12	71484.39	73987.44
	Per Pay	2327.86	2444.28	2554.24	2656.46	2749.40	2845.68
	Weekly	1163.93	1222.14	1277.12	1328.23	1374.70	1422.84
	Hourly	33.25	34.92	36.48	37.95	39.28	40.64

Acquisition Officer II		Salaries are based on a 35-hour 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, the employee shall receive a minimum of five percent (5%) on top of their basic salary.					
		Step 0 (start)	Step 1 (12 months)	Step 2 (24 months)	Step 3 (36 months)	Step 4 (48 months)	Step 5 (60 months)
28-Oct-19	Annual	70633.62	74166.12	77503.24	80600.87	83423.82	86542.46
	Per Pay	2716.68	2852.54	2980.90	3100.04	3208.60	3328.56
	Weekly	1358.34	1426.27	1490.45	1550.02	1604.30	1664.28
	Hourly	38.80	40.74	42.58	44.28	45.83	47.55
28-Oct-20	Annual	71339.96	74907.78	78278.27	81406.88	84258.06	87407.88
	Per Pay	2743.84	2881.06	3010.70	3131.04	3240.70	3361.84
	Weekly	1371.92	1440.53	1505.35	1565.52	1620.35	1680.92
	Hourly	39.19	41.15	43.01	44.72	46.29	48.03
28-Oct-21	Annual	72053.36	75656.86	79061.05	82220.95	85100.64	88281.96
	Per Pay	2771.28	2909.88	3040.80	3162.34	3273.10	3395.46
	Weekly	1385.64	1454.94	1520.40	1581.17	1636.55	1697.73
	Hourly	39.58	41.56	43.44	45.17	46.75	48.51

Instructional Designer G		Salaries are based on a 35-hour 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, the employee shall receive a minimum of five percent (5%) on top of their basic salary.					
		Step 0 (start)	Step 1 (12 months)	Step 2 (24 months)	Step 3 (36 months)	Step 4 (48 months)	Step 5 (60 months)
28-Oct-19	Annual	73561.61	76150.32	78757.42	81346.13	83934.31	86542.46
	Per Pay	2829.30	2928.86	3029.14	3128.70	3228.24	3328.56
	Weekly	1414.65	1464.43	1514.57	1564.35	1614.12	1664.28
	Hourly	40.41	41.83	43.27	44.69	46.12	47.55
28-Oct-20	Annual	74297.23	76911.82	79544.99	82159.59	84773.65	87407.88
	Per Pay	2857.58	2958.14	3059.42	3159.98	3260.52	3361.84
	Weekly	1428.79	1479.07	1529.71	1579.99	1630.26	1680.92
	Hourly	40.81	42.25	43.70	45.14	46.58	48.03
28-Oct-21	Annual	75040.20	77680.94	80340.44	82981.19	85621.39	88281.96
	Per Pay	2886.16	2987.72	3090.02	3191.58	3293.14	3395.46
	Weekly	1443.08	1493.86	1545.01	1595.79	1646.57	1697.73
	Hourly	41.22	42.67	44.14	45.59	47.05	48.51

Curriculum Specialist		Salaries are based on a 35-hour 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, the employee shall receive a minimum of five percent (5%) on top of their basic salary.					
H							
		Step 0 (start)	Step 1 (12 months)	Step 2 (24 months)	Step 3 (36 months)	Step 4 (48 months)	Step 5 (60 months)
28-Oct-19	Annual	80462.20	83028.40	85649.20	88233.60	90818.00	93438.80
	Per Pay	3094.70	3193.40	3294.20	3393.60	3493.00	3593.80
	Weekly	1547.35	1596.70	1647.10	1696.80	1746.50	1796.90
	Hourly	44.21	45.62	47.06	48.48	49.90	51.34
28-Oct-20	Annual	81266.82	83858.68	86505.69	89115.94	91726.18	94373.19
	Per Pay	3125.64	3225.34	3327.14	3427.54	3527.94	3629.74
	Weekly	1562.82	1612.67	1663.57	1713.77	1763.97	1814.87
	Hourly	44.65	46.08	47.53	48.96	50.40	51.85
28-Oct-21	Annual	82079.49	84697.27	87370.75	90007.10	92643.44	95316.92
	Per Pay	3156.90	3257.58	3360.42	3461.82	3563.20	3666.04
	Weekly	1578.45	1628.79	1680.21	1730.91	1781.60	1833.02
	Hourly	45.10	46.54	48.01	49.45	50.90	52.37

ARTICLE 41

EFFECTIVE DATE AND DURATION

- 41.1 This Agreement commences on the twenty-eighth (28th) day of October 2019 and remains in force until the twenty-seventh (27th) day of October 2022. 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.

Canadian Media Guild Per:

TVO per:

Gregg Thurlbeck

DocuSigned by:

Gregg Thurlbeck

Julie Anne Vondrejs

DocuSigned by:

Julie Anne Vondrejs

218B5B27DE040C...

DocuSigned by:

Justin Chandler

4208B509EDCE433

Justin Chandler

DocuSigned by:

Justin Chandler

Meredith Martin

DocuSigned by:

Meredith Martin

1A7BDAB824EE456...

Mara Tramontin

DocuSigned by:

Mara Tramontin

C01C5546A6F1497...

Julia Vrabec

9/14/2021

Toronto

APPENDIX A

JOB CATEGORIES

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 judgment 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.

Digital Media Producer I

Job Function:

Under the overall responsibility and authority of TVO Management, and adhering to OECA policies, standards and practices, the **Digital Media Producer I** is responsible for creating multi-platform content consistent with editorial, artistic, intellectual and technical quality standards within a specified timeframe and resource allocation.

Key Job Responsibilities:

- Researches, proposes, develops, writes, edits and collaborates on daily and longer-term content in a variety of formats.
- Creates, selects and edits photos, graphics, video and audio; creates interactive elements.
- Organizes, posts, updates and curates content to maximize traffic; writes and edits display copy.
- Proposes, develops and organizes innovative approaches to generate content quickly in response to emerging issues and developing technologies.
- Ensures metadata and texts are search engine optimized (SEO).
- Responds to peak audience periods to promote engagement and build community on various platforms with content tailored for each platform (e.g. digital, broadcast, social media).
- Develops a pool of reliable sources and contributors.
- Collaborates with and supports content creators and consumers, monitors content contributors.
- Participates in community initiatives and partnerships to promote site and content, attends external events as required.
- Collaborates with website and software developers to maximize user experience consistent with site architecture. Liaises with Media Research Team or others as appropriate to ensure proper and accurate clearance of all material used.
- Coordinates with other departments in matters relating to site content.

As required, performs the following tasks:

- Creates micro-sites to promote engagement and build community.
- Performs on and/or off camera including interviewing guests, in-character roles, and voice overs.
- Directs interviews in studio or in the field.
- Directs the editing and mixing of audio and visual/graphic elements.
- 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. They ensure 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 judgment 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-based 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.

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 judgment 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.

Digital Media Producer II

Function:

Under the overall authority and responsibility of TVO management, and adhering to OECA policies, standards and practices, the **Digital Media Producer II** is responsible for the preparation, development and creation of multi-platform content that meets editorial, artistic, intellectual and technical quality standards within an approved budget and/or resource allocation, and ensuring its accuracy and consistency of tone.

Key Job Responsibilities:

- Assigns and coordinates the work of a team to ensure editorial projects are delivered on time and within scope; assigns freelancers.
- Oversees the daily production schedule.
- Researches, proposes, develops, writes, edits, and collaborates on daily and longer-term content in a variety of formats.
- Generates story ideas, including suggestions for interviews and establishing contacts.
- Creates, selects and edits photos, graphics, video and audio; creates interactive elements.
- Organizes, posts, updates and curates content to maximize traffic; writes and edits display copy.
- Proposes, develops and organizes innovative approaches to generate content quickly in response to emerging issues and developing technologies.
- Responds to peak audience periods to promote engagement and build community on various platforms with content tailored for each (e.g. digital, broadcast, social media).
- Develops a pool of reliable sources and contributors.
- Coordinates with other departments/program contributors to ensure seamless execution of cross-department, multi-platform content.
- Consults on video planning and production.
- Ensures metadata and texts are search engine optimized (SEO).
- Participates in community initiatives and partnerships to promote site and content; attends external events as required.
- Collaborates with website developers to maximize user experience consistent with site architecture.
- Liaises with Media Research Team or others as appropriate to ensure proper and accurate clearance of all material used.

As required performs the following tasks:

- Creates micro-sites to promote engagement and build community.

- Performs on and/or off camera including interviewing guests, in-character roles, and voice overs.
- Directs interviews/crew in studio or on location.
- Directs the editing and mixing of audio and visual/graphic elements.
- Guides and mentors content producers.
- Performs other directly related duties.
- Performs tasks of a lower classification.

Director

Function:

Under the overall responsibility and authority of a Series Producer or Creative Head, the

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 judgment 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 judgment 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 their 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 TVO Manager, 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, the **Acquisitions Officer II** acquires programs in accordance with programming strategies. They acquire 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 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 TVO departments.
- Works within an allocated budget to secure the best programming value.
- Advises Creative Head 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.

Learning Experience Designer

Function:

Under the overall responsibility and authority of TVO Management, and within Ministry of Education curriculum guidelines, and adhering to OECA policies, standards and practices, the **Learning Experience Designer** is responsible to identify and develop effective and functional instructional strategies for the design and content of digital and/or print resources to support independent distance learning. The Learning Experience Designer has experience coordinating educational content and project work and has a proven track record developing multimedia content for online learning.

Key Job Responsibilities:

- Collaborates closely with Producers, Curriculum Specialists, Web Production Artists, and Developers to craft the learner's experience for ILC online high school courses.
- Proposes, storyboards, and documents interactive concepts that outline how an experience needs to be built (the blueprint to develop the digital tool)
- Utilizes instructional design and learner experience / user experience best practices in the development and delivery of content, focusing on writing instructional language that helps a student navigate through an ILC course.
- Works closely with Curriculum Specialist to craft instructional strategies and instructional language in course material.
- Collaborates and gives input to Curriculum Specialist on how to adapt content for asynchronous learning in an online environment.
- Creates instructional materials including, but not limited to, videos, interactive learning objects, and audio/video scripts.
- Embed data collection and feedback throughout course material in order to generate data-driven, actionable insights into the learner experience.
- Communicate progress and opportunities throughout the life of a project.
- Comply with process and guiding principles and contribute to iterative improvement of courses and course material.
- Ensure principles of inclusivity and legal requirements for accessibility are maintained in course design.
- Ensure course content is meaningful, appropriate, and authentic for learners at all levels.
- Ensure course quality, ensuring an engaging learner experience.
- Work with Media Research Team to ensure copyright compliance within existing budgets.

As required, performs the following tasks:

- Participates in project management related to course development process.
- Supports leadership in achieving the ILC's educational mission and mandate.
- Performs other directly related duties.

Curriculum Specialist

Function:

Under the overall responsibility and authority of TVO Management, and within Ministry of Education curriculum policies and programs, and adhering to OECA policies, standards and practices, the **Curriculum Specialist** will apply proven understanding of global competencies, pedagogies for deep learning and best practices in student-centered, independent online learning to guide and inform the creation of secondary courses for TVO ILC. The Curriculum Specialist has knowledge and experience to provide instructional strategies for the universal design of content for adolescent and adult learners enrolled in secondary courses and an understanding of best practices in online learning and learner centric environments.

Key Job Responsibilities:

- Mentor, coach and build staff capacity to build cutting edge pedagogy into courses.
- Provide educational expertise in designing, developing, and implementing policies and programs for curriculum and assessment
- Collaboration with staff to build out course design requirements, review courses and course components as they are iterated, and assist with user experience testing
- Collaborate with teacher writers to align course pedagogy with active learning and to plan for course interactivity
- Work with a cross-functional team to inform the creation of engaging, interactive, rigorous and relevant course content that is rooted in cutting edge pedagogy
- Present engaging, interactive, rigorous and relevant courses that support learners of diverse backgrounds and ages
- Ensure course quality and that the final products are error-free
- Accountable for course quality in order to contribute to rates of course completion and student success and ensure that the final product reflect the excellence expected in Ontario's educational landscape
- Follow TVO's Educational Blueprint in all development activities
- Review, provide feedback on, and in some cases co-author course content and related documentation, in keeping with TVO's quality and time requirements
- Build team capacity through pedagogical leadership to serve a diverse learner population through independent study
- Inform and review the creation of course content and digital learning activities including but not limited to course outline, Captivate creation, and wireframes for digital components.

- Analyze and interpret data sets for provincial, national, and international student success (e.g. EQAO, TIMSS, PISA) to inform development of secondary content in all subject areas
- Support testing of educational content with learner groups

As required, performs the following tasks:

- Performs other directly related duties.

Instructional Designer

Function:

Under the overall responsibility and authority of TVO Management, and within Ministry of Education curriculum guidelines, and adhering to OECA policies, standards and practices, the **Instructional Designer** is responsible to identify and develop effective and functional instructional strategies for the design and content of digital and/or print resources to support independent distance learning.

Key Job Responsibilities:

- Co-create with teacher initial course outline in compliance with EDU expectations and plan initial page appearance.
- Accountable for course documentation including, but not limited to, course plan, expectation matrix, outline and digital requirements.
- Reviews, provides feedback on and co-authors, as necessary, course content and related documentation consistent with ILC's quality and time requirements.
- Utilizes educational and instructional design best practices in the development and delivery of content.
- Responsible for course quality, ensuring accuracy and presentation of final product, facilitates course completion and student achievement.
- Transforms course content using eLearning authoring and other tools and resources to create an effective independent learning experience.
- Researches and analyses student responses to hone instructional techniques.
- Responsible for ensuring teacher-writers meet timelines and scope.
- Works with teacher-writers to create relevant, interactive and engaging course material that supports distance learners of diverse backgrounds and ages. Material must align course curriculum with inquiry-based learning ensuring assessments and course content is meaningful, appropriate, and authentic for learners at all levels.
- Complies with process and guiding principles and contributes to iterative improvement.
- Ensures principles of inclusivity and legal requirements for accessibility are maintained in course design.
- Works with teacher-writers and Media Research Team to ensure copyright compliance within existing budgets.

As required, performs the following tasks:

- Participates in project management related to course development

process.

- Supports leadership in achieving the ILC's educational mission and mandate.
- 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.



PO Box 200, Station Q
Toronto Ontario Canada M4T 2T1 | 416.484.2600
tvo.org

Memorandum of Settlement

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; and
 - iii. that the following amendments take effect upon ratification of the terms of the Memorandum unless specified otherwise in the Memorandum; and
 - iv. to unanimously recommend acceptance of this Memorandum to their respective principals.
1. General Wage Increase (Article 40): The hourly wage rate for all staff and contract employees actively on the payroll at the date of ratification will be adjusted on the effective date as indicated below:
- | | |
|------------------|------|
| October 28, 2019 | 1.0% |
| October 28, 2020 | 1.0% |
| October 28, 2021 | 1.0% |
2. Employees whose annual salary exceeds the maximum of the current classification shall receive the adjustment. Employees who are red-circled will not receive the wage increase but will receive the lump sum cash equivalent.
3. Term (Article 41): October 28, 2019 to October 27, 2022
- Duly executed in Toronto, Ontario by the parties this 28th day of January 2021.

Letter of Agreement #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 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.

Dated this ____ day of ____, 2008

For the Authority

For the Union

Clara J. Arnold
Director, Human Resources

Dan Oldfield
Senior Staff Representative

LETTER OF AGREEMENT #2

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 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.
2. 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 they will render a ruling based on

these written submissions, within ten (10) working days of the referral. The Mediator/Arbitrator will base their 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 the 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 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 their involvement in such activity. The Employer will not unreasonably exercise its discretion to require an employee to cease their involvement in an outside activity. In the event the Employer does require the employee to cease their 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 on this ____ day of ____, 2008

For the Authority

For the Union

Clara J. Arnold
Director, Human Resources
Representative

Dan Oldfield
Senior Staff

LETTER OF AGREEMENT #3 (HUBS)

Between
TVO and CMG

Re – Ontario HUB Employees (CAD)

The parties agree that all Ontario HUB employees will be engaged as temporary employees under Article 7.4. The provisions of 7.4 (a), (b), and (c) will apply.

Ontario HUB employees who have completed at least two (2) years of continuous service on contract will be eligible to:

1. receive three (3) weeks' severance per years of service, to a maximum of eighteen (18) months, pro-rated for partial years at the end of the contract period, or in the event that TVO terminates the employment contract prior to its end date. Severance pay shall not be subject to checkoff for union dues.

OR

2. recall rights (current classification) for a period of eighteen (18) months. The employee may choose to forfeit their recall rights at any time by advising the Authority in writing. At that time, the employee would be entitled to severance as per (1) above.

The Authority will notify the Union should a vacancy exist, and the Authority and the Union will endeavour to notify the employee should a vacancy exist. The employee will advise the Authority and Union of their intention of acceptance within five (5) business days from date of notice.

Employees who voluntarily resign their employment are not eligible to receive this severance or to be placed on the recall list.

Ontario HUB employees engaged on an "as needed" basis will receive payment as prescribed under the Employment Standards Act and are not eligible to receive this severance.

LETTER OF AGREEMENT #4

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.

Dates 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

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 on a quarterly basis as set out in the Collective Agreement.

Information Sharing

As a basis for informed discussion toward the resolution of issues, 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.

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 TVO’s business objectives, priorities and financial constraints. The plan will address the skills necessary for an

employee to perform their 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 TVO is to promote diversity to reach a significantly broader market and reflect the changing reality of Ontario society. TVO 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 forty-five (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 and discussion of the application of current provisions of the collective agreement (eg. Articles 4.3.2, 4.4, 15, 18, 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 30th day of July, 2015

C. v. Ansel
For the Authority

Shirley McIntyre
For the Union

LETTER OF AGREEMENT #7

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.

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 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 “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 (2) 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 they have 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 the twelve (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 continuous service with the Authority (based on the ESA definition of no breaks longer than thirteen (13) weeks).

This letter will remain in effect for the term of the Collective Agreement.

Dated this 30th day of July, 2015



For the Authority



For the Union

LETTER OF AGREEMENT #8
Between
TVO and CMG

Re – Tripartite Process

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

Consistent with Article 1 – Intent, it is agreed that it is in the 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 UNIFOR, local 72M and that TVO will be seeking such participation.

Dated Sept. 9, 2015

C. J. Amos

For the Company

Levi McIntyre
CMG

LETTER OF AGREEMENT #9

Between
TVO and CMG

Re – Union Volunteer Advisor, Harassment

The parties recognize their mutual obligations in supporting a workplace that provides for equal rights and opportunities without discrimination and one that is free of harassment.

TVO has important policies with respect to non-discrimination and harassment flowing from obligations under the Ontario Human Rights Code and the Occupational Health and Safety Act.

Policy HR 570 – Non-Discrimination & Harassment

Policy HR 565 – Workplace Violence & Harassment Prevention Policy

The policies, as amended from time to time, are available on the TVO Intranet. Both the CMG and TVO will encourage Employees to review the policies on a regular basis, and to know and understand their rights and obligations under the policies, the Ontario Human Rights Code and the Occupational Health and Safety Act.

To meet its obligations, and to provide support to members of the bargaining unit, the CMG National has initiated a program to train volunteers on discrimination and harassment under applicable legislation. The CMG shall advise TVO in writing of the names of those individuals who have completed sufficient training to be designated discrimination and harassment volunteers (“Union Volunteers”) and shall describe the training that each Union Volunteer has received. There shall be no more than four (4) Union Volunteers designated at any one time in the bargaining unit.

An employee who believes they have been the subject of harassment contrary to the Ontario Human Rights Code or the Occupational Health and Safety Act may request a trained Union Volunteer to advise them. Requests for leave by a Union Volunteer will be administered in accordance with Article 25, Union Leave. CMG agrees that TVO’s obligations to allow union representation are satisfied in instances where an employee has a trained Union Volunteer or a union steward at a grievance or investigative meeting.

Dated Sept. 16., 2015

C. J. Ansel

For the Authority

CMG counter-proposal September 16, 2015

Agui Monture

For the Union

LETTER OF AGREEMENT #11

Between
THE ONTARIO EDUCATIONAL COMMUNICATIONS AUTHORITY (“TVO”)
AND
CANADIAN MEDIA GUILD (“CMG”)

RE: Live Stage Performance Fees/Procedures for TVOKids

The following outlines the procedures and pay with regard to live stage performances** by the TVOKids Host/Producers.

1. It is understood that live stage performances will be scheduled by management and may occur on a weekday or on weekends. Efforts will be made to accommodate individual preferences by assigning stage performances on a mutually agreeable basis. In the event that mutual agreement cannot be reached, management will determine the assignment.
2. Each Host/Producer assigned to do a live stage performance will receive a flat rate per day regardless of the day of the week that the performance is scheduled. The flat rate will be calculated as follows:
 - Two times the employee’s daily rate as a Host/Producer if their daily rate is less than the top of scale for the Host/Producer classification. The minimum payment will be \$500 per day.
 - Two times the top of scale if the employee’s daily rate as a Host/Producer is greater than the top of scale for a Host/Producer.
 - If the employee is required to work on a statutory holiday, a \$200 per day top-up fee shall apply.

This flat rate constitutes the full remuneration for live stage performances regardless of the number of hours worked on the day of the stage performance.

3. Where a stage performance falls on a regularly scheduled day the Host/Producer will receive their basic pay for the day plus an additional payment to total the flat rate payment as calculated in paragraph 2 above. Such days are to be coded on the timesheet as SP (stage performance).

4. It is understood that the live stage performance fee does not apply to public appearances which are considered part of the normal duties and responsibilities of the Host/Producers.
5. Fees paid for live stage performances will be considered taxable income in accordance with Revenue Canada's regulations.

****Definition**

A Live Stage Performance is a public appearance that is a planned performance character before a live audience, involving all or some scripted material, ad lib, singing, dancing, or other performance activities. This would include Word on the Street, Don't Sit Still Tour. Acting as a master of ceremonies, narrator or interviewer is not considered a live stage performance.



For the Authority



CMG

LETTER OF AGREEMENT #12

Between

TVO and CMG

Re – External Secondments

Further to TVO’s objective to meet its educational strategy the parties agree that educators can be engaged on an external secondment basis. TVO agrees to advise the Union of individuals engaged on this basis. Monthly dues will be provided to the CMG by the Authority at the starting level of an Instructional Designer (see grid below).

Instructional Designer	Step 0 Start	Step 1 (12 months)	Step 2 (24 months)	Step 3 (36 Months)	Step 4 (48 months)	Step 5 (60 months)
10/01/2012	69,303.40	71,749.40	74,195.40	76,641.40	79,087.40	81,533.40
10/28/2015	70,343.00	72,818.20	75,311.60	77,786.80	80,262.00	82,756.44
10/28/2016	71,398.08	73,910.72	76,441.04	78,953.68	81,465.80	83,997.68
10/28/2017	72,112.04	74,649.64	77,205.44	79,743.04	82,280.64	84,837.48
10/28/2018	72,833.28	75,396.36	77,977.64	80,540.72	83,103.28	85,685.60
10/28/2019	73,561.61					
10/28/2020	74,297.23					
10/28/2021	75,040.20					

LETTER OF AGREEMENT #13

Between

TVO and CMG

Re – Host/Producers – TVOKids

The parties agree that Host/Producers in TVOKids may be engaged as temporary part time employees under Article 7.5. The provisions of 7.5 (a), (b) and (c) will apply.

TVOKids Host/Producers who have completed at least 3 years continuous service on contract, will be eligible to receive 3 weeks' severance pay per year of service, to a maximum of 18 months, prorated for partial years at the end of the contract period or in the event TVO terminates the employment contract prior to its end date. Employees who voluntarily resign their employment are not eligible to receive this severance.

Host/Producers engaged on an "as needed" basis will receive payment as prescribed under the Employment Standards Act and are not eligible to receive this severance.

Dated Nov. 15, 2015



For the Authority


CMG



**CODE OF ETHICAL CONDUCT
POLITICAL ACTIVITY DECLARATION FORM**

DATE:

TO:

Jeffrey L. Orridge
CEO/Ethics Executive

FROM (employee name):

TITLE:

DEPARTMENT:

POLITICAL ACTIVITY

I declare that I am involved in political activity as defined under the Code of Ethical Conduct.

In accordance with the Code, I am declaring my involvement as described below and requesting direction from the Ethics Executive:

SIGNATURE:

Disposition of Political Activity by Ethics Executive:

You will be advised by email of the disposition of your Political Activity Declaration by the Ethics Executive within 8 working days upon receipt of all required information by manager/EMC member.



CODE OF ETHICAL CONDUCT
CONFLICT OF INTEREST DECLARATION FORM

DATE:

TO:

Jeffrey L. Orridge
CEO/Ethics Executive

FROM (employee name):

TITLE:

DEPARTMENT:

I declare that I have read and understood the Public Service of Ontario Act TVO Ethical Framework 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.

Conflict of interest is any situation where your personal interests conflict, might conflict or may be perceived to conflict with the interests of TVO or with your responsibilities as a public servant.

A. I have no conflict to declare ☐

OR

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

SIGNATURE:

Disposition of Conflict of Interest by Ethics Executive:

You will be advised by email of the disposition of your Conflict of Interest Declaration by the Ethics Executive within 8 working days upon receipt of all required information by manager/EMC member.



Public Service of Ontario Act TVO Ethical Framework

Background

The Province of Ontario enacted a revised Public Service of Ontario Act (“the Act”) on August 22, 2007. The PSOA sets out an Ethical Framework which includes:

- A. Oath of Allegiance and Oath of Office**
- B. Ethical Conduct and Conflict of Interest Regulations**
- C. Political Activity Directive**
- D. Disclosure of Wrongdoing Directive**

Objective

The PSOA’s purpose 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 Regulations; Right and Duties concerning Political Activity; and procedures to disclose and investigate Wrongdoing that are 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 (Order in Council appointees) and Agency Employees. TVO employees and appointees are considered Public Servants for the 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.

A. Oath/Affirmation of Allegiance and Oath of Office
(Oath-taking: Part I, Section 5,6,7 of the PSOA)

1. 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 Oath, but are required to comply with the spirit and intent of the Oath and other elements of the PSOA as described below.
2. The **Oath/Affirmation of Allegiance** to the Crown signifies the duty of loyalty to the employer. *A public servant who is not a citizen of Canada, and who would lose their citizenship in another country if they took 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)

3. The **Oath/Affirmation of Office** signifies awareness and understanding of the Ethical Framework and agreement to conduct themselves as required under the framework. *There is no exemption from the Oath/Affirmation 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)

4. The Oath/Affirmation is conducted by the ethics executive. In the case of TVO, the ethics executive is the CEO.
5. The date the Oath is administered will be noted on the permanent personnel file.

B. Ethical Conduct and Conflict of Interest Regulations
(PSOA–Ethical Conduct Part IV;
Conflict of Interest Rules: Ontario Regulations 381/07)

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.

In addition to complying with these rules, all public servants of TVO will comply with the ethical standards on conflict of Interest set out in Ontario Regulation 381/07

Where a provision in this overview is inconsistent with a provision of the Regulation, the provision of the Regulation prevails.

CONFLICT OF INTEREST RULES

1. Definitions

“confidential information” means information that is not available to the public and that, if disclosed, could result in harm to TVO or could give the person to whom it is disclosed an advantage;

“gift” includes a benefit of any kind; “spouse”

means,

- (a) a spouse as defined in section 1 of the *Family Law Act*, or
- (b) either of two persons who live together in a conjugal relationship outside marriage

PROHIBITED CONDUCT

2. Benefitting self, spouse or children

- 1. A public servant shall not use or attempt to use his or her employment by TVO to directly or indirectly benefit himself or herself or his or her spouse or children
- 2. A public servant shall not allow the prospect of his or her future employment by a person or entity to detrimentally affect the performance of his or her duties to TVO

3. Accepting Gifts

1. A public servant shall not accept a gift from any of the following persons or entities if a reasonable person might conclude that the gift could influence the public servant when performing his or her duties to TVO:
 - a. A person, group or entity that has dealings with TVO
 - b. A person, group or entity to whom the public servant provides services in the course of his or her duties to TVO
 - c. A person, group or entity that seeks to do business with TVO
2. Subsection (1) shall not operate to prevent a public servant from accepting a gift of nominal value given as an expression of courtesy or hospitality if doing so is reasonable in the circumstances.
3. A public servant who receives a gift in the circumstances described in subsection (1) shall notify his or her ethics executive.

4. Disclosing Confidential Information

1. A public servant shall not disclose confidential information obtained during the course of his or her employment unless the public servant is authorized to do so.
2. A public servant shall not use confidential information in a business or undertaking outside his or her work at TVO.
3. A public servant shall not accept a gift directly or indirectly in exchange for disclosing confidential information.

5. Giving Preferential Treatment

1. When performing his or her duties for TVO, a public servant shall not give preferential treatment to any person or entity, including a person or entity in which the public servant or a member of his or her family or a friend has an interest.
2. When performing his or her duties for TVO, a public servant shall endeavour to avoid creating the appearance that preferential treatment is being given to a person or entity that could benefit from it.
3. A public servant shall not offer assistance to any person or entity in dealing with TVO other than that required in the course of their duties.

6. Hiring Family Members

1. A public servant shall not, on behalf of TVO, hire his or her spouse, child, parent or sibling.
2. A public servant shall not, on behalf of TVO, enter into a contract with his or her spouse, child, parent or sibling or with a person or entity in which any of them has a substantial interest.
3. A public servant who hires a person on behalf of TVO shall ensure that the person does not report to, or supervise the work of, the person's spouse, child, parent or sibling.
4. A public servant who reports to, or supervises the work of, his or her spouse, child, parent or sibling shall notify his or her ethics executive.

7. Engaging in Business, etc.

1. A public servant shall not become employed by or engage in a business or undertaking outside his or her employment by TVO in any of the following circumstances:
 - a. If the public servant's private interests in connection with the employment or undertaking could conflict with his or her duties to TVO.
 - b. If the employment or undertaking would interfere with the public servant's ability to perform his or her duties to TVO.
 - c. If the employment is in a professional capacity and is likely to influence or detrimentally affect the public servant's ability to perform his or her duties to TVO.
 - d. If the employment would constitute full-time employment for another person. However, this paragraph does not apply with respect to a public servant who is employed part-time by TVO. This paragraph also does not apply with respect to a public servant who is on an authorized leave of absence from his or her position, but only if the employment is not contrary to or inconsistent with the terms of the leave of absence.
 - e. If, in connection with the employment or undertaking, any person would derive an advantage from the public servant's employment as a public servant.
 - f. If government premises, equipment or supplies are used in the employment or undertaking.

8. Participating in Decision-Making

1. A public servant shall not participate in decision-making by TVO with respect to a matter that the public servant is able to influence in the course of his or her duties if the public servant could benefit from the decision.
2. Subsection (1) does not apply if the public servant obtains the prior approval of his or her ethics executive to participate in decision-making by TVO with respect to the matter.
3. A public servant who is a member of a body or group shall not participate in or attempt to influence decision by the group if they could benefit from the decision or outcome, or if, as a result of the decision, the groups' interest could conflict with TVO. The Public Servant shall inform the body or group if these circumstances exist.

9. Rules for Former Public Servants

1. A public servant who leaves the employ of TVO after August 20, 2006 is prohibited from:
 - a. Seeking preferential treatment by, or privileged access to, public servants who work at TVO
 - b. Disclosing confidential information
 - i. A former public servant shall not disclose confidential information obtained during the course of his or her employment by TVO to a person or entity unless the former public servant is authorized to do so by law or by TVO.
 - ii. A former public servant shall not use confidential information in a business or undertaking.

10. Duty to Notify

1. The obligation is on the employee to disclose the perceived conflict to the ethics executive when hired or promptly when a change in circumstance occurs.
2. To facilitate the disclosure, employees should submit the Conflict of Interest declaration form attached to this policy)

See Conflict of Interest regulation 381/07 attached to this policy for complete details

C. Political Activity Directive (PSOA Political Activity: Part V)

1. Political activity

1. For the purposes of this section, a public servant engages in political activity when,
 - a. the public servant does anything in support of or in opposition to a federal or provincial political party;
 - b. the public servant does anything in support of or in opposition to a candidate in a federal, provincial or municipal election;
 - c. the public servant is or seeks to become a candidate in a federal, provincial or municipal election; or
 - d. the public servant comments publicly and outside the scope of the duties of his or her position on matters that are directly related to those duties and that are dealt with in the positions or policies of a federal or provincial political party or in the positions or policies publicly expressed by a candidate in a federal, provincial or municipal election.

2. Right to engage

1. A public servant is entitled to engage in political activity, subject to the restrictions set out under this Part.

3. Right to decline

1. A public servant is entitled to decline to engage in political activity.

4. Prohibited political activities 1.

A public servant shall not,

- a. engage in political activity in the workplace;
- b. engage in political activity while wearing a uniform associated with a position in the public service of Ontario;
- c. use government premises, equipment or supplies when engaging in political activity; or
- d. associate his or her position with political activity, except if the public servant is or is seeking to become a candidate in a federal, provincial or municipal election, and then only to the extent necessary to identify the public servant's position and work experience.

7 of 11

5. Definition, "election period"

1. "election period" means,

- a. in respect of a political activity that relates to a federal or provincial election, the period starting on the day that a writ is issued for the election and ending on the polling day for the election,
- b. in respect of a political activity that relates to a municipal election, the period starting 60 days before the polling day for the election and ending on the polling day for the election.

6. Restricted political activities

1. Subject to subsection (2), unless a public servant has been granted an unpaid leave of absence, he or she shall not,

- a. be or seek to become a candidate in a federal or provincial election;
- b. solicit funds on behalf of a federal or provincial party or a federal, provincial or municipal candidate if his or her duties include,
 - (i) supervising other public servants, or
 - (ii) dealing directly with members of the public if those members of the public may perceive him or her as a person able to exercise power over them;
- c. comment publicly, outside the scope of his or her duties as a public servant, on matters that are directly related to those duties and that are addressed in the policies of a federal or provincial party or in the policies of a candidate in a federal, provincial or municipal election;
- d. engage in political activity if doing so could interfere with the performance of his or her duties as a public servant; or
- e. engage in political activity if doing so could conflict with the interests of TVO

7. Exception

1. A public servant who is or seeks to become a candidate in a federal or provincial election at any time other than during an election period is not required to be on an unpaid leave of absence to do so, if his or her ethics executive determines that a leave is not necessary in the circumstances.

8. Application to engage in restricted political activity

1. A public servant who wishes to engage in political activity may apply under this section to his or her ethics executive and the application shall specify the political activity.

9. Leave of absence for other political activity

1. A public servant may apply under this section to his or her ethics executive for an unpaid leave of absence for the purposes of engaging in political activity other than political activity that is prohibited.

10. Length of leave

1. If an unpaid leave of absence is granted, the following rules apply to the length of the leave:
 - a. A leave of absence granted to enable a public servant to engage in political activity during an election period shall not begin earlier than the beginning of the election period and shall not end later than the end of the election period.
 - b. A leave of absence granted to enable a public servant to engage in political activity other than during an election period shall begin and end in accordance with the dates determined by the ethics executive to be appropriate in the circumstances.

11. Continuous service

1. The period of an unpaid leave granted shall not be counted in determining the length of the public servant's service, but the service before and after the period of leave is deemed to be continuous for all purposes.

12. Duty to notify

1. A public servant shall notify his or her ethics executive if the public servant's political activities could conflict with the interests of TVO.

The Political Activity Declaration form is attached to this policy.

D. Disclosure of Wrongdoing

(PSOA Disclosing and Investigating Wrongdoing : Part VI)

1. Interpretation

1. "wrongdoing" means,
 - a. contravention by a public servant, a minister or parliamentary assistant of an Act of the Assembly or of the Parliament of Canada, or of a regulation made under such an Act,
 - b. an act or omission of a public servant, a minister or parliamentary assistant that creates a grave danger to the life, health or safety of persons or to the environment, where the danger is unreasonable having regard to his or her duties, powers and functions and any other relevant circumstance,
 - c. gross mismanagement by a public servant, a minister or parliamentary assistant in the work of the public service of Ontario,
 - d. directing or counselling wrongdoing within the meaning of clauses (a) to (c) by a public servant, a minister or parliamentary assistant.
2. The Public Servant has a duty to conduct themselves in accordance with the highest integrity founded on the professional and ethical values of public service in order to uphold the public trust.
3. Public Servants may not engage in, condone or direct another to act in an unethical or illegal manner.
4. The Disclosure of Wrongdoing directive is a provision that ensure Public Servants who are aware of wrongdoing can reveal it with protection against reprisal.
5. This directive is not meant to replace or provide another vehicle to dispute resolution under the collective agreements.

2. Disclosure Procedures

1. The ethics executive is responsible for ensuring all employees are aware of the
 - a. directive and the implications of non-compliance
 - b. disclosure procedures
2. A Public Servant who wishes to disclose a wrongdoing has two options:
 - a. Report the information internally to his or her ethics executiveOr

- b. 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.
3. Internal disclosure is encouraged to allow the organization to correct any wrongdoing as soon as possible.
4. The ethics executive is responsible for conducting an investigation and reporting the findings back to the public servant
5. If the public servant is not satisfied with the action taken by the ethics executive, they can take the matter to the Integrity Commissioner.
6. The Integrity Commissioner is an officer of the legislative assembly charged with the authority to investigate and report on allegations of wrongdoing.
7. TVO's ethics executive is the CEO. Disclosures can be submitted by confidential mail or e-mail, by phone or in person. The CEO will confirm receipt of the complaint and will report as to the results of the investigation.
8. There is an obligation for all Public Servants, regardless of level, authority, etc. to report alleged wrongdoing to the ethics executive.

3. Protection from Reprisals

1. 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, coercion or intimidation.
2. A public servant who makes a disclosure can do so in confidence throughout the investigation.
3. 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.
4. If it is found that a reprisal has occurred, the person responsible may face disciplinary action.
5. The person may also be charged with an offence and, if found guilty, may be subject to a fine of up to \$5,000.

Public Service of Ontario Act, 2006

ONTARIO REGULATION 381/07

CONFLICT OF INTEREST RULES FOR PUBLIC SERVANTS (MINISTRY) AND FORMER PUBLIC SERVANTS (MINISTRY)

Consolidation Period: From August 20, 2007 to the e-Laws currency date.

No amendments.

This is the English version of a bilingual regulation.

Skip Table of Contents

CONTENTS

PART I

RULES FOR PUBLIC SERVANTS WHO WORK IN A MINISTRY

INTERPRETATION

- 1. Definitions
- 2. Application

PROHIBITED CONDUCT

- 3. Benefiting self, spouse or children
- 4. Accepting gifts
- 5. Disclosing confidential information
- 6. Giving preferential treatment
- 7. Hiring family members
- 8. Engaging in business, etc.
- 9. Participating in decision-making

MATTERS THAT MIGHT INVOLVE THE PRIVATE SECTOR

- 10. Interpretation
- 11. Duty to declare certain financial interests
- 12. Prohibition on certain purchases
- 13. List of positions

PART II
RULES FOR FORMER PUBLIC SERVANTS WHO WORKED IN A MINISTRY

INTERPRETATION

- 14. Definition
- 15. Application

PROHIBITED CONDUCT

- 16. Seeking preferential treatment, etc.
- 17. Disclosing confidential information
- 18. Restriction on lobbying
- 19. Restriction on employment, etc.
- 20. Restriction re certain transactions

PART I
RULES FOR PUBLIC SERVANTS WHO WORK IN A MINISTRY

INTERPRETATION

Definitions

1. In this Part,

“confidential information” means information that is not available to the public and that, if disclosed, could result in harm to the Crown or could give the person to whom it is disclosed an advantage; “gift” includes a benefit of any kind;

“spouse” means,

- (a) a spouse as defined in section 1 of the *Family Law Act*, or
- (b) either of two persons who live together in a conjugal relationship outside marriage. O. Reg. 381/07, s. 1.

Application

- 2.** This Part applies to every public servant who works in a ministry. O. Reg. 381/07, s. 2.

PROHIBITED CONDUCT

Benefiting self, spouse or children

3. (1) A public servant shall not use or attempt to use his or her employment by the Crown to directly or indirectly benefit himself or herself or his or her spouse or children. O. Reg. 381/07, s. 3 (1).

(2) A public servant shall not allow the prospect of his or her future employment by a person or entity to detrimentally affect the performance of his or her duties to the Crown. O. Reg. 381/07, s. 3 (2).

Accepting gifts

4. (1) A public servant shall not accept a gift from any of the following persons or entities if a reasonable person might conclude that the gift could influence the public servant when performing his or her duties to the Crown:

- 1. A person, group or entity that has dealings with the Crown.
- 2. A person, group or entity to whom the public servant provides services in the course of his or her duties to the Crown.
- 3. A person, group or entity that seeks to do business with the Crown. O. Reg. 381/07, s. 4 (1).

(2) Subsection (1) shall not operate to prevent a public servant from accepting a gift of nominal value given as an expression of courtesy or hospitality if doing so is reasonable in the circumstances. O. Reg. 381/07, s. 4 (2).

(3) A public servant who receives a gift in the circumstances described in subsection (1) shall notify his or her ethics executive. O. Reg. 381/07, s. 4 (3).

Disclosing confidential information

5. (1) A public servant shall not disclose confidential information obtained during the course of his or her employment by the Crown to a person or entity unless the public servant is authorized to do so by law or by the Crown. O. Reg. 381/07, s. 5 (1).

(2) A public servant shall not use confidential information in a business or undertaking outside his or her work for the Crown. O. Reg. 381/07, s. 5 (2).

(3) A public servant shall not accept a gift directly or indirectly in exchange for disclosing confidential information. O. Reg. 381/07, s. 5 (3).

Giving preferential treatment

6. (1) When performing his or her duties to the Crown, a public servant shall not give preferential treatment to any person or entity, including a person or entity in which the public servant or a member of his or her family or a friend has an interest. O. Reg. 381/07, s. 6 (1).

(2) When performing his or her duties to the Crown, a public servant shall endeavour to avoid creating the appearance that preferential treatment is being given to a person or entity that could benefit from it. O. Reg. 381/07, s. 6 (2).

(3) A public servant shall not offer assistance to a person or entity in dealing with the Crown other than assistance given in the ordinary course of the public servant's employment. O. Reg. 381/07, s. 6

(3).

Hiring family members

7. (1) A public servant shall not, on behalf of the Crown, hire his or her spouse, child, parent or sibling. O. Reg. 381/07, s. 7 (1).

(2) A public servant shall not, on behalf of the Crown, enter into a contract with his or her spouse, child, parent or sibling or with a person or entity in which any of them has a substantial interest. O. Reg. 381/07, s. 7 (2).

(3) A public servant who hires a person on behalf of the Crown shall ensure that the person does not report to, or supervise the work of, the person's spouse, child, parent or sibling. O. Reg. 381/07, s. 7

(3).

(4) A public servant who reports to, or supervises the work of, his or her spouse, child, parent or sibling shall notify his or her ethics executive. O. Reg. 381/07, s. 7 (4).

Engaging in business, etc.

8. A public servant shall not become employed by or engage in a business or undertaking outside his or her employment by the Crown in any of the following circumstances:

1. If the public servant's private interests in connection with the employment or undertaking could conflict with his or her duties to the Crown.
2. If the employment or undertaking would interfere with the public servant's ability to perform his or her duties to the Crown.
3. If the employment is in a professional capacity and is likely to influence or detrimentally affect the public servant's ability to perform his or her duties to the Crown.

4. If the employment would constitute full-time employment for another person. However, this paragraph does not apply with respect to a public servant who is employed part-time by the Crown. This paragraph also does not apply with respect to a public servant who is on an authorized leave of absence from his or her position, but only if the employment is not contrary to or inconsistent with the terms of the leave of absence.
5. If, in connection with the employment or undertaking, any person would derive an advantage from the public servant's employment as a public servant.
6. If government premises, equipment or supplies are used in the employment or undertaking. O. Reg. 381/07, s. 8.

Participating in decision-making

9. (1) A public servant shall not participate in decision-making by the Crown with respect to a matter that the public servant is able to influence in the course of his or her duties if the public servant could benefit from the decision. O. Reg. 381/07, s. 9 (1).
- (2) Subsection (1) does not apply if the public servant obtains the prior approval of his or her ethics executive to participate in decision-making by the Crown with respect to the matter. O. Reg. 381/07, s. 9 (2).
- (3) A public servant who, in the course of his or her employment in a ministry, is a member of a body or group shall not participate in, or attempt to influence, decision-making by the body or group with respect to a matter if the public servant could benefit from the decision or if, as a result of the decision, the interests of the body or group could conflict with the interests of the Crown. O. Reg. 381/07, s. 9 (3).
- (4) A public servant described in subsection (3) shall inform the body or group if the circumstances described in that subsection exist. O. Reg. 381/07, s. 9 (4).

MATTERS THAT MIGHT INVOLVE THE PRIVATE SECTOR

Interpretation

10. (1) Sections 11 and 12 apply to every public servant who works in a ministry, who routinely works on one or more matters that might involve the private sector and who has access to confidential information about the matter obtained during the course of his or her employment by the Crown. O. Reg. 381/07, s. 10 (1).
- (2) In this section and in sections 11 and 12,
 "matter that might involve the private sector" means a matter,
 - (a) that relates to services currently provided under a program of the Crown or by a public body, an agency of the Crown or a corporation controlled by the Crown with respect to which it is possible that a private sector entity will provide all or part of the financing for the services or will provide some or all of the services, and
 - (b) that has been referred to a ministry, a public body or an agency of the Crown by the Executive Council or a member of the Executive Council for review or implementation. O. Reg. 381/07, s. 10 (2).

Duty to declare certain financial interests

11. (1) When a public servant described in subsection 10 (1) begins work on a matter that might involve the private sector, he or she shall make a declaration to the Conflict of Interest Commissioner in which the public servant discloses the following matters respecting his or her financial interests:

1. A legal or beneficial interest of the public servant in securities or derivatives of corporations or governments, other than the Government of Ontario.
2. A legal or beneficial interest of the public servant in a business entity or a commercial operation or in the assets of such an entity or operation.
3. A legal or beneficial interest of the public servant in real property.
4. A legal or beneficial interest of the public servant in a mutual fund that is operated as an investment club where,
 - i. its shares or units are held by not more than 50 persons and its indebtedness has never been offered to the public,
 - ii. it does not pay or give any remuneration for investment advice or in respect of trades in securities, except normal brokerage fees, and
 - iii. all of its members are required to make contributions in proportion to the shares or units each holds for the purpose of financing its operations. O. Reg. 381/07, s. 11 (1).

(2) Despite subsection (1), the public servant is not required to disclose his or her legal or beneficial interest in any of the following:

1. A mutual fund within the meaning of subsection 1 (1) of the *Securities Act* other than a mutual fund described in paragraph 4 of subsection (1) of this Regulation.
2. Fixed-value securities issued or guaranteed by a government or a government agency.
3. A guaranteed investment certificate or similar financial instrument issued by a financial institution entitled by law to issue such instruments.
4. A registered pension plan, an employee benefit plan, an annuity or life insurance policy or a deferred profit sharing plan.
5. Real property that the public servant, or a member of his or her family, uses primarily as a residence or for recreational purposes. O. Reg. 381/07, s. 11 (2).

(3) The public servant shall disclose the information required by subsection (1), with necessary modifications, in respect of his or her spouse and dependent children, but only to the extent that the legal or beneficial interests of the spouse or a child could create a conflict of interest. O. Reg. 381/07, s. 11 (3).

(4) For the purpose of subsection (3), the public servant shall make reasonable efforts to obtain information about the financial interests described in subsection (1) of his or her spouse and dependent children. O. Reg. 381/07, s. 11 (4).

(5) The public servant shall give the Conflict of Interest Commissioner a revised declaration whenever there is a change in any of the information required to be disclosed. O. Reg. 381/07, s. 11 (5).

Prohibition on certain purchases

12. (1) A public servant described in subsection 10 (1) shall not purchase, or cause another person to purchase on his or her behalf, a legal or beneficial interest in an entity that is carrying on, or proposes to carry on, an activity relating to a matter that might involve the private sector. O. Reg. 381/07, s. 12 (1).

(2) Despite subsection (1), a public servant may purchase an interest in a mutual fund (within the meaning of subsection 1 (1) of the *Securities Act*) that includes securities of a person or entity described in subsection (1) but not an interest in a mutual fund described in paragraph 4 of subsection 11 (1) of this Regulation that includes such securities. O. Reg. 381/07, s. 12 (2).

(3) The prohibition described in subsection (1) ceases to have effect with respect to the matter,

(a) six months after the date on which the action in respect of the matter is completed; or

(b) six months after the date the Crown ceases to work on the matter. O. Reg. 381/07, s. 12 (3). **List**

of positions

13. (1) The Public Service Commission shall maintain a current list of positions in which public servants work in a ministry and routinely work on one or more matters that might involve the private sector. O. Reg. 381/07, s. 13 (1).

(2) The Commission shall ensure that public servants employed by the Crown in the positions described in subsection (1) are advised of the duties and restrictions imposed upon them under sections 11 and 12. O. Reg. 381/07, s. 13 (2).

(3) Every ethics executive shall notify the Commission of changes to be made to the list with respect to those persons for whom he or she is the ethics executive. O. Reg. 381/07, s. 13 (3).

PART II
RULES FOR FORMER PUBLIC SERVANTS WHO WORKED IN A MINISTRY

INTERPRETATION

Definition

14. In this Part,

“designated senior position” means any of the following positions:

1. The Secretary of the Cabinet.
2. Deputy minister, associate deputy minister or assistant deputy minister.
3. A position that is classified under subsection 33 (1) of the Act as SMG 2, XOFA 1, XOFA 2, ITX 2, ITX 3 or ITX 4. O. Reg. 381/07, s. 14.

Application

15. (1) This Part applies with respect to every former public servant who, immediately before he or she ceased to be a public servant, worked in a ministry. O. Reg. 381/07, s. 15 (1).

(2) Despite subsection (1), this Part does not apply to a person who ceases to be a public servant before the day on which section 57 of the Act comes into force. O. Reg. 381/07, s. 15 (2).

PROHIBITED CONDUCT

Seeking preferential treatment, etc.

16. A former public servant shall not seek preferential treatment by, or privileged access to, public servants who work in a minister’s office, a ministry or a public body. O. Reg. 381/07, s. 16.

Disclosing confidential information

17. (1) A former public servant shall not disclose confidential information obtained during the course of his or her employment by the Crown to a person or entity unless the former public servant is authorized to do so by law or by the Crown. O. Reg. 381/07, s. 17 (1).

(2) A former public servant shall not use confidential information in a business or undertaking. O. Reg. 381/07, s. 17 (2).

Restriction on lobbying

18. (1) This section applies to a former public servant who, immediately before ceasing to be a public servant, was employed in a designated senior position. O. Reg. 381/07, s. 18 (1).

(2) For 12 months after ceasing to be a public servant, the former public servant shall not lobby any of the following persons on behalf of a public body or another person or entity:

1. A public servant who works in a ministry or public body in which the former public servant worked at any time during the 12 months before he or she ceased to be a public servant.
2. The minister of any ministry in which the former public servant worked at any time during the 12 months before he or she ceased to be a public servant.

3. A public servant who works in the office of a minister described in paragraph 2. O. Reg. 381/07, s. 18 (2).

Restriction on employment, etc.

19. (1) This section applies to a former public servant who, immediately before ceasing to be a public servant, was employed in a designated senior position and who, at any time during the 12 months before he or she ceased to be employed as a public servant, in the course of his or her employment as a public servant,

- (a) had substantial involvement with a public body or another person or entity; and
- (b) had access to confidential information that, if it were to be disclosed to the public body, person or entity, could result in harm to the Crown or could give the public body, person or entity an unfair advantage in relation to one or more third parties. O. Reg. 381/07, s. 19 (1).

(2) For 12 months after ceasing to be a public servant, the former public servant shall not accept employment with the public body, person or entity or serve as a member of the board of directors or other governing body of the public body, person or entity. O. Reg. 381/07, s. 19 (2).

Restriction re certain transactions

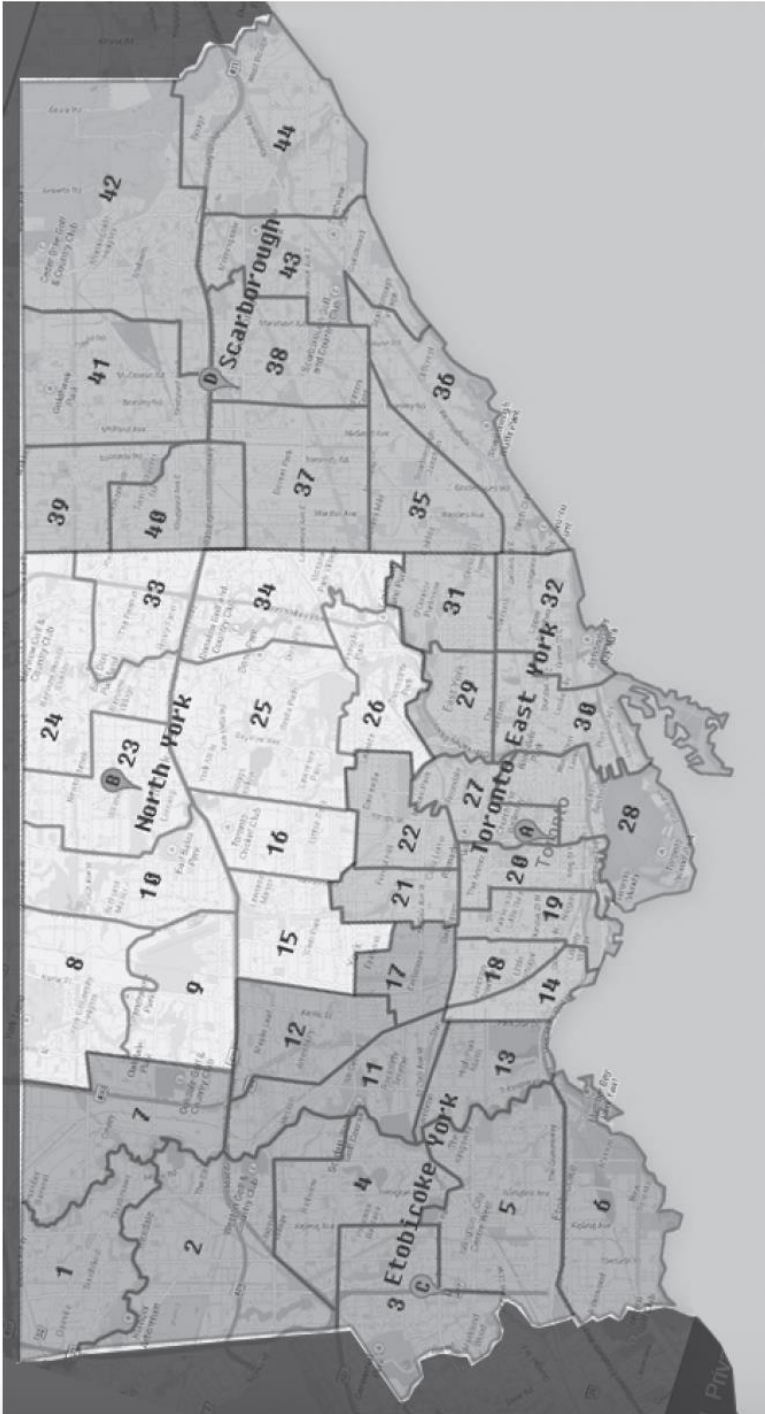
20. (1) This section applies to a former public servant who, when he or she was a public servant working in a ministry, advised the Crown about a particular proceeding, negotiation or other transaction. O. Reg. 381/07, s. 20 (1).

- (2) The former public servant shall not advise or otherwise assist any public body or any other person or entity in connection with the particular proceeding, negotiation or other transaction until the Crown ceases to be involved in it. O. Reg. 381/07, s. 20 (2).

(3) Despite subsection (2), the former public servant may continue to advise or otherwise assist the Crown in connection with the particular proceeding, negotiation or other transaction. O. Reg. 381/07, s. 20 (3).

21. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION). O. Reg. 381/07, s. 21.

CITY-WIDE WARD BOUNDARY MAP



INDEX

Adoption Leave	52
Alternative Work Arrangements	31
Anniversary Date	21, 26
Annual Vacation	12, 42
vacation carry-over	43
Arbitration	63-64
Benefits	53
for Temporary Full-Time Employees	11
for Laid-off Employees	39
during Short-Term Layoff	41
Bereavement and Special Leave	47
Break Periods	36
Bulletin Boards	67
Bumping Rights (see Displacement)	25, 38
Call Back	35
Conflict of interest (see also Outside Activities)	69, 100
declaration of	116
in Public Service of Ontario Act	117
Consultative Committee on Staff Benefits	54
Core Positions	107
Credits	69
Days Off (see Hours of Work and Overtime)	28
December Shutdown (see Partial Shutdown)	99
Disciplinary Action and Discharge	66
Displacement Rights	25, 38
Effective Date and Duration	78
Employee Status	107
Employee Assistance Program	11
Existing Practices	5
External Secondments	113
Full Time Employees	10
General Leave	46
Grievance Procedure	62-63
Harassment (see Non-discrimination and Harassment)	15-16
Health and Safety	68
Hiatus (see Short-Term Layoff, Partial Shutdown)	41, 99
Holidays	44
Floating holidays	44

for Temporary Employees	11-12
Hours of Work and Overtime	28-31
Averaging formula	28
lieu accumulation	29-30
Overtime	28-31
scheduled	28
self-assigned	30-31
Intent	1
Interns (see Student Placement)	14
Job Categories	79-97
Job Posting	19-21
Job Sharing	32-33
Joint Labour Management Committee	59, 105
diversity	106
hours of work disputes	29
performance managements disputes	23
performance management process	105
technological change	106
training and development issues	8, 105
workload issues for self-assigned employees	31
Jurisdiction	5
Jury or Witness Duty	46
Layoff (see Permanent Layoff)	37
Leave of Absence (see General Leave)	34
Lieu Time	28-30
scheduling	29-30
Life Insurance	53
Live Stage Performance Fees and Procedures	111
definition	112
Management Rights	3-4
Meal Periods (see also Per Diem)	36
meals on remotes	36, 57
Mileage (see Transportation and Travel Expenses)	56
Negotiating Committee	61
Night Differential	35
Non-discrimination and Harassment	15-16
union volunteer involvement	110
Notification of Change	5, 104
Outside Activities/Conflict of Interest	69, 100
Overtime (see Hours of Work and Overtime)	28-31
Partial Shutdown	99

Pension Plan	55
Per Diem	56-58
Performance Improvement Plan	23-25
Performance Management	22-25
disputes	23
training	22
Permanent Layoff	37-40
due to tech change	6
filling existing vacancies	37
no displacement of host/producers	38
notice of	37
programming areas	38
re-engagement	39
severance	39-40
severance for Host/Producers – TVOKids	114
severance for HUBs employees	103
Pregnancy and Parental Leave	50-51
adoption leave	52
Probation Period	18, 19
Production Hiatus (see Short-Term Layoff)	41
Professional Development (see Training)	6-7
Project Positions	108
Promotion or Transfer	19
Public Service of Ontario Act	117
Recall Rights (see Reengagement of Laid-Off Employees)	37
for HUBs employees	103
Recognition and Relationship	1
Recruitment Process	19
Salary Provisions (see also Wages)	26
Secondments	20-21
Senior Designation (see also Wages)	97
Seniority	18
Service Contracts	13
Severance (see also Permanent Layoff)	6, 39
for Host/Producers TVOKids	114
for HUBs employees	103
Short-Term Layoff	41
vacation during	42
Stage Performance Fees	111
Strikes and Lockouts	67
Student Placement	14

Technological Change	5, 106
notice of	5, 106
Temporary Employees	11-13
benefits	11
holidays	11
HUBs employees	103
notice	11
pension for temporary employee	12
sick leave	11, 12
temporary full time	11-12
temporary part time	12
TVOKids Host/Producers	114
vacation	12
Temporary Positions	108
Temporary Upgrade	27
as distinct from familiarization	8
Training	6-8
funding	7
new devices	6
on scheduled day off	8
Training Premium	8
Transportation and Travel Expenses	56
Tripartite Process	109
Union Access to Premises	65
Union Dues	10
Union Leave	48-49
Union Volunteer Advisor, Harassment	110
Upgrade (see Temporary Upgrade)	8, 27
Vacation (see Annual Vacation)	42-43
Vacation Purchase Plan	33-34
leave of absence during	34
termination during	34
Wages	70-77
Work Life Balance (see Alternative Work Arrangements)	31
Workplace Conflict	16-17

NOTES

NOTES

