

**COLLECTIVE AGREEMENT**

**between**

**The Ontario Educational Communications Authority,**

**TVO, “the Authority”**

**and**

**Unifor Local 72M, “the Union”**

**January 1, 2018**

**to**

**December 31, 2020**

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# **COLLECTIVE AGREEMENT**

**between**

**The Ontario Educational Communications Authority**

**TV Ontario, “the Authority”**

**Party of the first part**

**and**

**Unifor Local 72M, “the Union”**

**Party of the second part**

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## **ARTICLE 1**

### **Intent**

**1.1** It is the purpose of this Agreement to recognize a common interest between the Authority and the Union in the production of English and French programs and learning materials in the educational and broadcasting fields, marketing, administration, and support for these endeavors’, which the parties acknowledge to be different in some respects from general commercial broadcasting. The Authority and the Union, with the utmost cooperation and friendly spirit and consistent with the rights of the parties, set forth 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 or lockouts, as defined by the Labour Relations Act of Ontario, for as long as this Agreement continues to operate.

## **ARTICLE 2**

### **Definitions**

#### **2.1 Employee**

The term “employee” as used in this Agreement shall mean any person employed by the Authority in a classification included within the Local 72M bargaining unit referred to in Article 2.2, and shall include any job created in the future which the parties, by mutual consent, decide to include within the Local 72M bargaining unit. In the event that mutual consent is not reached, such failure shall not become the subject of a grievance under this Agreement, but may be referred to the Ontario Labour Relations Board. Notwithstanding, upon mutual agreement of the parties, the matter may be referred to arbitration.

#### **2.2 Bargaining Unit**

The Authority recognizes the National Union as the exclusive bargaining agent for all persons defined by the Ontario Labour Relations Board in its decision of July 9, 1971 and October 16, 1972 as necessarily amended by the decision of the Ontario Labour Relations Board dated March 23, 2015 with the exception of:

Supervisors and Managers, persons above the ranks of supervisor and manager, and also including:

Academic Officer  
Adult Education Liaison  
Enterprise System Architect  
Executive Assistant, Confidential Secretary, Legal Secretary  
GED Chief Examiner & Guidance Resource  
Guidance Counselor/Coordinator (ILC)  
General Counsel  
In-house Counsel  
Product Manager  
Production Manager  
Program Business Specialist

Project Manager (various)  
Senior Financial Analyst  
Senior Payroll Administrator  
People & Culture Division Positions

CMG Positions

Acquisitions Officer I  
Acquisitions Officer II  
Associate Producer  
Director  
Host Producer  
Producer Director I  
Producer Director II  
Promo Producer  
Senior Producer/Director  
Digital Media Producer  
Instructional Designer

### **2.3 Employee Categories**

All employees covered by this Agreement shall be considered full-time employees of the Authority, Uniform as hereinafter provided. They shall be probationary employees for a period of three (3) months from the date of their employment. The Authority may extend the probationary period up to a total of six (6) months from the date of hiring, in which event, the employee and the Union will be given written notice prior to the end of the probationary period stating the reason(s) for such extension. The probationary period shall be extended by a number of working days equal to any period(s) of absence. Each new employee shall be afforded sufficient time for job orientation purposes, including familiarization with the Collective Agreement and TVO's Policies and Procedures, at the beginning of the probationary period. During the probationary period or any extension of the probationary period, the Authority may release the employee at any time provided that such release has not been arbitrary, discriminatory nor exercised in bad faith.

### **2.3.1 Freelancers**

A freelancer is defined as one who is hired for a particular project or projects not to exceed sixty (60) consecutive working days in length and is covered by the OECA/UNIFOR Local 700 Freelance Agreement as negotiated by the parties. The Authority agrees to hire such freelancers in accordance with the terms of the OECA/UNIFOR Local 700 Agreement, as long as such Agreement continues to operate.

### **2.3.2 Temporary Employees**

The Authority agrees that the hiring of contract employees is permitted in the following circumstances:

- (a) To staff or assist with specific projects either during the project or for the duration of the project. The Authority shall provide to the Union details of the specific project and its anticipated duration. Where temporary employees are engaged for this purpose and the project last longer than the expected duration, the Authority will provide the Union with updates. Temporary employees hired to work on a specific project shall not be retained beyond the completion of the specific project.
- (b) To cover extended absences of regular employees (for example: sick leave, pregnancy leave, parental leave, annual vacations etc.).
- (c) Short term business requirement. The Authority shall provide to the Union details of the business requirement and expected time span. Such contracts shall be limited to a maximum of twelve (12) months with a one-time extension of not more than six (6) months.
- (d) In lieu of Articles 8.3 and 8.4, when the employment of a contract employee hired for more than three (3) months is terminated 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.

- (e) The Authority will endeavor to advise a contract employee of the status of his or her contract two (2) weeks prior to its expiry.
- (f) Agency employees, who are subsequently hired on staff without a break in service of more than twenty (20) working days, shall have as a service date for vacation purposes the commencement date of their last contract and shall be on probation for a period of three (3) months.

3. Article 9.2

- 4. Article 11, except that reasonable sick or 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.
- 5. Article 13.1 shall apply except that contract employees shall be eligible for one (1) floating holiday after each four-month period of continuous employment without a break of more than ten (10) working days. However, should an additional holiday be proclaimed by the Federal or Ontario government as being applicable to employees, contract employees shall be eligible for one floating holiday after each six (6) month period of continuous employment without a break of ten (10) working days.
- 6. Article 13.2 will not apply, but contract employees shall receive six percent (6%) of gross contract earnings in lieu of vacation. However, if a contract employee is subsequently hired on permanent staff without a break in service, the six percent (6%) vacation pay shall be deducted from the employee's regular vacation entitlement, as defined by Article 13.2, for the initial period of vacation eligibility.
- 7. The parties agree that the hiring of agency staff is to cover emergencies, short-term absences, casual employment or to

facilitate the recruiting of staff employees. They shall not be subject to the requirements of Article 4.2.

### **2.3.3 Student Temporaries**

The parties recognize the existence of educational and social obligations to students regarding the provisions of temporary employment and work opportunities. 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.

The Union agrees to the employment of students on the following basis:

1. The student is enrolled in a recognized educational institution.
2. Duration of employment with the Authority shall not be in excess of five (5) months in any twelve (12) month period, unless a longer period of employment is required by a cooperative study program work term.
3. 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. If this is not done, the student placement will be cancelled.
4. Where the Authority assigns a student to assist a member of the bargaining unit in their function, the Authority shall designate members of the bargaining unit with whom such students work.
5. Should a student in a cooperative study program receive an assignment to work without the guidance of a full-time employee, qualified in the classification, the student will be paid not less than the start rate of the classification to which he/she is assigned. However, such assignments shall not exceed one-third (1/3) of the total time during which the student is with the Authority.

6. Full-time student temporaries in bargaining unit functions, other than in classifications appearing in the Local 700/TVO Agreement, may not be hired at less than the start rate of the classification of the position they occupy.
7. All provisions of this Agreement shall apply except Articles 7, 8, 9.2 and 11. Article 13.2 will not apply, but six percent (6%) of gross earnings will be paid in lieu of vacation.

**2.3.4** The Authority will not hire freelancers, temporary employees or students for the purpose of eliminating or displacing an available full-time or regular employee or to avoid the hiring or recall of a regular or full-time employee.

### **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.

**3.2** Other rights and responsibilities belonging to the Management of the Authority are hereby recognized, prominent among which, but by no means wholly inclusive, are the right to decide the number and location of plants; the amount and type of machinery and technical equipment; methods, procedures and standards of operation; amount and type of supervision necessary; judgment and final evaluation of personnel qualifications; operation schedules and selection, procurement, designing and engineering of equipment which may be incorporated into the Authority's plant.

**3.3** It is recognized that the Authority has exclusive responsibility for such matters as direction and determination of the size of its workforce,

including the right to hire, dismiss or discipline for proper cause; determine the requirements and methods of work; determine job qualifications; make such rules and regulations, subject to Article 3.4, as it may deem necessary for the conduct and management of the Authority.

**3.4** Before implementing significant new rules and regulations directly affecting the general working conditions of employees within the bargaining unit, the Authority agrees to advise and explain such rules and regulations to the Local Union. Such changes shall be in writing and mailed to the Union Office no later than two (2) weeks prior to implementation.

**3.5** The rights referred to in Articles 3.2 and 3.3 shall be exercised subject to the provisions of this Agreement.

## **ARTICLE 4**

### **Union Rights**

#### **4.1 Union Membership**

Subject to the provisions of the Labour Relations Act and the regulations there under which shall prevail where any provisions of Article 4 conflict, each employee of the Authority in the bargaining unit will be required as a condition of employment, to pay the Union check-off fees, whether or not the employee wishes to seek Union membership. The Authority may hire non-members and such new employees may apply for membership in the Union. However, no employee shall be required, as a condition of employment, to become a member of the Union, and no statements to the contrary shall be made.

**4.1.1** All employees of the Authority who are members, or who become members of the Union, shall continue to pay dues and to maintain membership in the Union as a condition of employment.

**4.1.2** Subject to the Ontario Labour Relations Act, 1995, the Authority will discharge any Unifor Local 72M member within fifteen (15) days after receiving written notice from the Union that the membership of the Unifor



Local 72M member has been terminated by reason of failure to pay initiation or other fees levied by the Union. Should action be brought against the Authority in such cases, the Union will indemnify the Authority against such action.

## **4.2 Dues Check-off**

During the term of this Agreement, the Authority agrees to deduct an amount equal to the Uniform dues and/or assessments as levied by the Union for each pay period. The deductions are to be based on the gross earnings for the pay period of every employee in the bargaining unit, beginning with the date of hiring in the bargaining unit. The present rate of deductions is equal to one and two thirds percent (1.666%) of basic pay, and the same percentage shall be deducted on all additional earnings. The Authority will be notified in writing of any duly authorized changes in the present rate of deductions.

**4.2.1** The Authority agrees to remit the monies so deducted to the Union monthly by cheque. The Authority shall endeavour to remit such dues by the fifteenth (15th) of the month following the month for which the dues are deducted. The Authority shall provide the Union with a monthly electronic spreadsheet and/or hard copy, detailing the following information:

1. Employee name and address
2. Gender
3. Classification title, salary and seniority
4. Amount of dues deducted on base salary
5. Amount of dues deducted on additional earnings.

## **4.3 Notices**

The Authority will provide the Union and Unifor Local 72M with a monthly activity report detailing hiring, promotions, resignations and transfers of any employee in the bargaining unit except freelancers or those defined in Article 2.3.2 who are hired for five (5) days or less. The Authority will notify the Union and Unifor Local 72M of the dismissal of any employee within the bargaining unit within three (3) working days of such dismissal.

**4.3.1** The Authority will furnish, upon request by the Union, two (2) copies of seniority records and/or copies of any circular pertaining to the application or agreed interpretation of this Agreement.

The Union will furnish upon request by the Authority, copies of any circular pertaining to the application or agreed interpretation of this Agreement.

**4.3.3** The Authority will provide the Union and UNIFOR Local 72M with a report detailing the utilization of the freelance workers and contract employees upon request. Such report shall accompany the advice as provided under Article 4.3.

#### **4.4 Union Access to Premises**

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, upon 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. The Local President or their designate shall have access to the entire workplace during the hours in which Unifor members are scheduled to work.

#### **4.5 Bulletin Boards**

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 exclusively provided for this purpose, in locations convenient to members, and the Unifor Local 72M electronic forum. Other postings will be subject to approval by the Authority.

#### **4.6 Leave for Union Activities**

##### **4.6.1 Grievances / Arbitrations**

Upon request by the Local Union, the Authority shall release without loss of pay or leave credits up to three (3) Union representatives to attend grievance

or arbitration meetings. Such leave will be limited to an aggregate total of 25 days paid leave per calendar year.

#### **4.6.2 Negotiations**

Upon request by the Union, the Authority shall release without loss of pay or leave credits up to four (4) representatives to attend negotiating sessions with Management as well as one (1) subject matter expert on an “as needed basis”. A request for leave for negotiations shall be submitted seven (7) days in advance of the first day of such sessions.

Upon request by the Union, the Authority shall release without loss of pay or benefits up to five (5) employees for one (1) day for the purpose of pre-negotiation meetings.

For meetings of up to two (2) hours duration tied to ratification of proposals and the ratification of the agreement, and upon request by the Union with reasonable notice to the Authority, the Authority will make every reasonable effort to facilitate attendance of all members of the bargaining unit as long as there are no costs or disruptions to operations.

#### **4.6.3 Other Union Business**

Leave without pay will be granted to an employee duly authorized to represent employees at Council meetings or Conventions of the Union, at recognized annual meetings of the Ontario Federation of Labour and/or the Canadian Labour Congress, to attend to the affairs of the Local Union, or attend to educational seminars of the Union. A request for such leave shall be submitted at least fifteen (15) days in advance. Such leave(s) shall be limited to an aggregate total of 70 working days leave from the Authority in any year.

**4.6.4** Leave limits may be extended by mutual agreement and will not be unreasonably withheld.

#### **4.6.5 Leave to hold Union Office**

In the event an employee desires a leave of absence without pay for a determinate period for the purpose of accepting a position with the Local or Union, such leave shall be granted by the Authority on receipt of a written

request from the employee and the President of the Union. This leave may, with the permission of the Authority be extended.

**4.6.6** The Authority will maintain the salary of an employee who is granted leave without pay, in accordance with Article 4.6, 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 from which this recovery is made. The statement shall also identify if the leave was for “Local” or “National” business.

#### **4.7 Non-Discrimination**

The Authority and the Union agree not to discriminate against any employee in accordance with the Ontario Human Rights Code as it relates to matters of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religion, sex, age, record of offences, marital status, family status or handicap, or to discriminate against any employee on the basis of sexual orientation or political affiliation.

**4.7.1** The Authority will not discriminate against any employee for anything said, written or done legally in furtherance of the aims or policies of the Union, or in exercising the rights accorded an employee by law and this Collective Agreement. The Authority will not discourage membership in the Union or attempt to encourage membership in another union.

#### **4.8 Anti - Harassment**

**4.8.1** It is the responsibility of the Authority to ensure that the workplace is free of harassment as defined in the Authority’s Non-Discrimination & Harassment Policy #HR570 and Workplace Violence & Harassment Prevention Policy #HR 565, as amended from time to time, or as provided for under any applicable legislation.

Employees who believe they have been the subject of harassment as defined above may file a complaint under the Authority’s policies, or a grievance

alleging violation of this Article. It is understood that the Authority will promptly initiate an investigation pursuant to the complaint and in accordance with its policy.

**4.8.2** If the complaint or grievance is not to be considered settled on the basis of the answer provided under the Authority's Policy the grievance may be referred to an Arbitrator in accordance with Article 6 of this Agreement. The Arbitrator shall not have the power to change, modify, extend or amend the provisions of the Authority's Policy on Workplace Harassment. Nothing in this Article shall preclude the complainant from filing a complaint under the Ontario Human Rights Code.

## **ARTICLE 5**

### **No Strikes, Lockouts or Strike-breaking**

**5.1** The Authority will not assign, transfer, or require employees to go to any radio station, television station, transmitter, studios or property not owned or operated by the Authority, where a legal strike or lockout of any persons whose functions are similar to those covered by this Agreement is in progress, or to originate a program or programs expressly for the purpose of strike breaking.

**5.2** The Union shall not refuse to feed a facility transmitting the programming of the Authority where that facility is undergoing a strike or job action, providing this Agreement between the Union and the Authority is in force.

**5.3** The National and/or the Local Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike, either sit-down or stay-in, or any other kind of strike or interference, or any other stoppage, total or partial, of any of the Authority's operations as long as this Agreement continues to operate. The Authority will not cause or permit a lockout, as defined by the Ontario Labour Relations Act, of any of its operational locations affecting the bargaining unit as long as this Agreement continues to operate.

## ARTICLE 6

### Grievance Procedure

**6.1.1** It is mutually agreed that it is the spirit and intent to adjust as quickly as possible grievances arising from the application of this Agreement. In the event of a dispute between any member(s) of the bargaining unit and the Authority, in reference to any condition of employment, the following shall be the procedure for adjustment thereof:

**Step 1:** Any dispute to be recognized as a grievance must first be discussed with the Griever's immediate Supervisor and Union Steward. An oral answer shall be provided to the Grievor before the end of the next workday.

**Step 2:** Failing a satisfactory settlement at Step 1, the grievance shall within fifteen (15) days of the arising of such a grievance, be submitted in writing to Management who shall meet with the Local Grievance Committee, consisting of not more than three (3) members, to attempt to resolve the grievance. Such meeting shall take place within fifteen (15) days of submission of the grievance. Following discussions with the Grievance Committee, Management shall provide a written answer within ten (10) days.

**Step 3:** If the grievance is not to be considered settled on the basis of the answers provided in Step 2, the grievance shall, by written notice delivered to the Management within fifteen (15) days of the Step 2 answer, be submitted to final and binding arbitration. The notice shall contain the complete grievance, settlement requested, and a list of all clauses by specific number alleged to have been violated. Prior to selecting a mutually acceptable arbitrator, a representative of the Union and the Local Grievance Committee may meet with a representative(s) of Management in a further attempt to solve the grievance. If the parties do not settle the grievance at this meeting, and if the parties cannot agree on the selection of a mutually acceptable arbitrator within ten (10) days, a copy of such notice shall be forwarded to the Ontario Ministry of Labour with a request that the Ministry designate an arbitrator.

**6.2** The arbitrator so designated shall conduct a hearing and render a decision which shall be final and binding on both parties. The arbitrator shall not have the power to change, modify, extend or amend the provisions of the Agreement, but shall have the power to direct, if he or she sees fit, that any employee who has been wrongfully suspended, discharged or otherwise disciplined shall be reinstated with pay and all benefits under this Agreement which may have been lost. Any fees and/or expenses of the arbitrator shall be borne equally by the Authority and the Union.

**6.3** If either of the parties to this Agreement considers that this Agreement is being misunderstood, misinterpreted or violated in any respect by the other party, the matter will be put in the form of a policy grievance and discussed by representatives of the Authority and the Union. If not satisfactorily settled, either party may refer the matter to arbitration as a policy grievance in accordance with Step 3 of Article 6.1.

#### **6.4 Time Limits**

Any time limits mentioned under the grievance procedure shall exclude Saturdays, Sundays and Statutory Holidays, and may be extended by mutual consent.

### **ARTICLE 7**

#### **Report on Performance - Disciplinary**

**7.1** An employee, the Local and the Union shall be notified in writing of any expression of dissatisfaction concerning the employee's work, within ten (10) working days of cause for dissatisfaction becoming known to the employee's supervisor. Such expression of dissatisfaction shall constitute a report on performance and shall 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. If this procedure is not followed, such expression of dissatisfaction shall not become part of the record for use against the employee at any time.

**7.2** The employee's reply to a report on performance if received within ten (10) working days after the employee has been given the notice referred to in 7.1, shall become part of the record. If such a reply is not received, it will not be part of the record for use by the employee at any time.

**7.3** An employee shall have access to his or her personnel file in the presence of a People & Culture Representative during office hours.

**7.4** An employee has the right to have a Union Steward present at any meeting with Management where disciplinary action is contemplated.

**7.5** All references to disciplinary action shall be removed from the employee's personnel file within twenty-four (24) months of the date of such action being taken, provided that the employee does not incur any further disciplinary actions of a similar nature within the twenty-four (24) month period.



## **ARTICLE 8**

### **Seniority Rights**

#### **8.1 Seniority**

Authority seniority shall be deemed to have commenced on the date of hiring by the Authority or on the date the employee was hired by ETV Department of Education of the Government of Ontario, whichever is earlier and shall be equal to the length of continuous service. It shall relate, within each classification as specified in Article 10, to layoffs, recall from layoff, promotions, and to the length and preference of vacation periods.

**8.1.1** Authority seniority shall continue to exist but will not accrue while an employee is on leave granted by the Authority to a maximum period of one (1) year. However, leave granted to an employee under Articles 4.6, 4.6.1 and 4.6.2 will not interrupt the accrual of Authority seniority.

**8.1.2** An employee shall lose all seniority and his/her service shall be deemed to have terminated if:

- a) an employee quits;
- b) an employee is discharged and not reinstated under the terms of this Agreement;
- c) an employee has been laid off for a period in excess of his/her length of seniority or twelve (12) months whichever is the lesser, subject to Article 8.
- d) an employee fails to notify the Authority of his/her intentions to return to work within three (3) business days of receipt of notice of recall and report within five (7) calendar days from receipt of such notice or at the date specified in the recall notice.
- 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 satisfactory reason 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 satisfactory reason to the Authority.

## **8.2 Job Posting**

A vacancy shall be posted a minimum of ten (10) calendar days prior to filling the position. The posting shall clearly state the qualifications and requirements for the job. Postings shall be published on the company intranet and the Union shall be free to post a copy of the posting on its bulletin boards.

### **8.2.1 Posting of Temporary Contract Positions**

The parties agree to the following:

- (a) The Authority will post temporary contract positions with a term of six (6) months or more for three (3) working days.
- (b) When a term of the position is less than six (6) months in duration, the Authority is exempt from posting the position.
- (c) The Union acknowledges that there may be cases where the posting of a contract position in a) above is not feasible due to urgent operational requirements. In such cases, the Authority may fill the position at its discretion to meet the operational requirement but will also post the position in accordance with a) above.
- (d) Occasional “as needed” contracts will not be posted.
- (e) Renewals or extensions of contracts are exempt from posting if the position was previously posted and an incumbent is in place. In the event that an extension to an existing contract results in a total contract period of six (6) months or more, it will be posted as in a) above.

## **8.2.2 Promotions and Transfers**

Of the qualified employees who apply for a position, the employee who in the opinion of the Authority best meets the qualifications and requirements it has set for the position, shall be promoted to fill a vacancy in a higher classification or transferred laterally to the classification within the bargaining unit. In the event that the qualifications and abilities to meet the requirements are judged to be equal by the Authority, the employee with the most Authority seniority shall be promoted or transferred laterally.

Nothing in this Article precludes the Authority from hiring applicants from outside where no qualified employee applies and is accepted.

## **8.2.3 Trial Period**

An employee promoted to fill a vacancy in a higher classification or who accepts a transfer to fill a vacancy in another job classification shall be on a trial basis in such classification for a period of up to three (3) months. The trial period shall be extended by the number of working days equal to any period(s) of absence. Notice of such promotion or transfer shall be given in writing to the employee. Any time during this trial period an employee may elect, or the Authority may direct the employee to return to the former classification with no loss of seniority. At the conclusion of a successful trial period, the employee will be advised in writing that the promotion or transfer has been made permanent.

**8.2.4** Nothing in this Agreement shall entitle an employee to a promotion to a senior position where the previous incumbent attained that position as a result of merit.

**8.2.5** The Authority recognizes that employees are engaged for work in particular job classifications and it will make reasonable effort to so assign him or her. Notwithstanding, it is recognized by the parties that an employee may be otherwise assigned on a temporary or occasional basis, providing that the employee is, in the opinion of the Authority qualified, or is given adequate training for such assignment. During such training, an employee will not be

disciplined for errors. Removal from the assignment shall not be considered as a discipline.

### **8.2.6 Secondments**

Positions within the bargaining unit identified by the Authority as being open to secondment shall be posted in accordance with Article 8.2. 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.

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 former classification salary range 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 second 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.

The Union shall be notified of secondment of an employee once the Authority has filled the seconded position.

### **8.3 Discharge, Demotion and Suspension**

The discharge, demotion or suspension of any employee shall be only for just and sufficient cause. An employee discharged for just and sufficient cause, other than gross misconduct, shall receive two (2) weeks' pay in lieu of notice.

**8.3.1** Where an employee has been discharged for gross misconduct, nothing in this Agreement confers on the employee a right to any length of notice of dismissal or to salary in lieu of notice. The term "gross misconduct" is limited to such action as would be an offense under the Criminal Code of Canada.

#### **8.4 Layoffs**

When the layoff of 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.

The Authority agrees to provide seniority lists for all regularly employed full time employees to the Union on a monthly basis or upon request.

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

- i) at least four (4) weeks' notice in writing in advance of the proposed layoff; or
- ii) 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.

**8.4.2 (a)** For layoff purposes the Authority will, unless otherwise determined by mutual agreement of the parties, attempt to place a displaced employee through the following process:

1. an employee to be laid off will be given first opportunity, consistent with his or her qualifications, to fill any existing vacancies within the bargaining unit;
  2. an employee to be laid off will be given preferential consideration for existing vacancies within the Authority outside the bargaining unit provided that, in the opinion of the Authority, he or she is qualified;
  3. if there is more than one qualified candidate for a vacancy, the Authority will choose the most senior candidate.
- (b) In the event of lay off, failing placement in a vacancy as described above, the Authority shall, unless otherwise determined by mutual agreement of the parties, lay off in the inverse order of Authority seniority within the classification involved.
- (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 salary group. The employee shall notify the Authority in writing of their intention to displace another employee as early as possible but, in any event, no later than ten (10) business days following receipt of notice of layoff after which the option to displace another employee is forfeit.

The provisions of Article 8.4 will apply to an employee who has been displaced.

- (d) It is recognized that should an employee exercise their rights under 8.4.2 (c), the employee may require a short period of re-familiarization in the new classification.
- (e) Within the first 10 business days following notice of layoff to an employee the Authority will consider voluntary resignations from

other employees in the affected work classification. The employee accepted by the Authority for voluntary resignation shall be paid the amount of severance pay as per 8.4.5 (a) or any Authority severance program in effect at the time of the layoff and will forfeit recall rights as per 8.4.5(c).

In the event that there are multiple applications for voluntary resignations within the affected classification, first consideration will be by seniority. The Authority will not exercise its discretion in an arbitrary, discriminatory or bad faith manner.

Acceptance of any application for voluntary resignation will be at the sole discretion of the Authority.

**8.4.3** An employee who has reverted to a lower salary group as a result of bumping, and whose salary is higher than the maximum of this group, shall continue to receive the higher salary which shall be frozen (red-circled) until such time as the salary in the lower rated job classification reaches the employee's salary, and then such employee will proceed on the scale in accordance with Article 19 Wages.

**8.4.4** The Authority shall, if requested in writing by a laid off employee, pay one hundred percent (100%) of the premiums for the accidental death or dismemberment, basic life insurance, major medical, vision and dental care plans as provided in Article 11.1.1 for a period of up to six (6) months after layoff. If an employee otherwise has similar benefits during the said period through spousal coverage or through other employment, this provision shall not apply.

**8.4.5** 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) weeks salary for each year of service 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 8.5 and on completion of recall, severance pay under this Article will be paid out;
- (c) the employee shall notify the Authority in writing of their intention to elect severance and forfeit recall rights as early as possible, but in any event no later than their last day of work. Severance will be paid out no later than four (4) weeks following their 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.

**8.4.6** Severance pay shall not be subject to check off for union dues.

**8.4.7** Employees may elect to have their severance paid out in one of the following manners:

- a) one (1) lump sum payment.
- b) two (2) lump sum payments (one (1) in the current calendar year, and one (1) in the following calendar year).
- c) Equal bi-weekly installments for a period of up to two (2) years, commencing immediately following termination.

## **8.5 Re-engagement of Laid Off Employees**

Laid off employees who have at least one (1) year of Authority seniority will retain their seniority and have recall rights for a period of eighteen (18) months provided that the laid off employee informs the Authority in writing at one (1) year of layoff that they wish to continue recall rights for a further six (6) months.



**8.5.1** When the Authority determines a vacancy exists, subject to the prior application of 8.4.2(a), the Authority will recall former employees in order of Authority seniority within the classification who have recall rights in accordance with Article 8.5 and who have the occupational qualifications 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.

Notwithstanding the above, employees who had exercised their Authority seniority and moved to another job classification at the time of layoff in accordance with Article 8.4.2, shall have first recall rights to their previous classification when a vacancy occurs therein.

**8.5.2 (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 their intentions within three (3) 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 their seniority will cease.

(b) A laid off employee who is unable to return to work for just and sufficient cause within the time frame set out in 8.5.2 a) may decline one (1) recall offer, retaining their seniority and will become the next available employee on the re-hiring list, subject to the limitations of Article 8.5.

### **8.5.3 Computation of Seniority After Interrupted Service**

In the event an employee is recalled or re-engaged prior to the expiry of recall rights, as indicated above, seniority shall be considered unbroken but shall not accrue during the period of layoff. Further, movement to the next salary level, if any, shall be at an anniversary date adjusted by an amount of time equal to the time of layoff.

## **ARTICLE 9**

### **Jurisdiction**

**9.1** The Authority agrees to continue the present practice of assigning duties, as described in Article 10, relating to the preparation, administration, audition, rehearsal, recording and/or broadcast of the Authority's television programs or other Authority projects, to employees as defined in Article 2.

**9.1.1** Subject to Article 3 and other definitions of Management Rights outlined in this Agreement, the Authority agrees that it is not its intention to transfer or subcontract any work or function covered by this Agreement which shall result in a reduction in the number of employees in the bargaining unit, as of the effective date of this Agreement, nor will the Authority transfer or subcontract any work or function covered by this Agreement to avoid the hiring of full-time employees in the bargaining unit.

The Authority will provide to the Local and the Union on a monthly basis, information on the contracting or commissioning of productions and co-productions which shall include the date of the contract, name of contractor, nature of the work and date on which the work was or will be performed.

**9.1.2** The Union agrees that the Authority shall not be required to alter existing practices with regard to the following:

- (a) Outside contractors retained by the Authority for specific installation, modification and/or repair. This includes outside contractors involved with the installation, modification and/or repair of computer systems, programs and related equipment.
- (b) The Authority's program staff may handle and operate outside of Broadcast Operations facilities non-broadcast quality equipment limited to: one non-professional video camera, one light, and one microphone for the purposes of conducting informal auditions (open calls) for strictly non-broadcast uses.

- (c) The Authority's staff may handle and operate outside of VTR editing rooms and outside broadcast vehicles, non-broadcast quality videotape equipment and other such technology for instruction, content evaluation, pre-editing screening and post-production conditioning, which does not include physical or electronic editing or preparation for broadcast. In addition, the Authority's staff may handle and operate the Avid Media Logger Software to supplement the paper edit process and to create electronic shot lists to be utilized by bargaining unit editors.
- (d) The Authority's staff may handle and operate non-broadcast quality equipment in the course of their duties of making presentations and teaching students the use of television. Further, the Authority may allow students to use its equipment where the express purpose of doing this is to instruct and develop the skills of the students. Nothing in this clause shall permit the Authority to use material created in this way on air.
- (e) The Authority may use material shot by amateurs of a unique nature which the Authority has not commissioned to be shot nor required as an element for its programming, nor which it could have produced itself. No more than two (2) minutes of such footage may be used "on-air" in any one program.
- (f) The following may use technical equipment in evaluation, familiarization, demonstration and training in the execution of their normal job functions:

- Manager, Media Engineering
- Manager, Network Services
- Manager, Business Process Improvement
- Manager, Transmissions
- Manager, Media Operations
- Manager, Production and Operations
- Director Distribution Services
- Director Web Solutions
- Manager, Web & Mobile Delivery

## Project Managers (various)

- (g) The Authority's staff may handle and operate specialized library equipment.
- (h) Where systems and services for the initiating, acquiring, producing, distributing, exhibiting and otherwise dealing in programs and materials extend from the Authority's premises into other premises or systems, the Authority cannot accept, nor the Union require jurisdiction over the termination of these systems.
- (i) It is agreed that the provisions of Article 9.1.2 (a-h) will not be used to avoid filling a vacancy, or avoid hiring in the bargaining unit, or avoid penalties stipulated in this Agreement.

## **9.2 New Devices**

The Authority will provide instructions and training when new equipment or procedures are introduced or when procedures are changed. Should the introduction, replacement, supplementation or modification of any machinery, equipment or device which is, or would fall under the jurisdiction of the bargaining unit result in a layoff of employees, as distinguished from layoffs caused by change in programming or other normal factors, the Authority recognizes additional moral obligations to such employees and agrees to the following conditions in fulfillment of such obligations.

**9.2.1** Upon written application by the employee(s), the Authority agrees to exert every effort to find other positions within the organization for any such affected employee(s). Provided that such affected employee(s) meet the qualifications set for positions by the Authority, the Authority agrees to give preferential consideration of employment for vacancies that exist at that time within the bargaining unit, without a reduction in pay.

The posting and seniority requirements of the Agreement shall not apply where such employees are reassigned and/or relocated within the bargaining unit. If other positions cannot be found within the organization, the Authority

will further provide such employees reasonable time off to be interviewed for positions outside the Authority.

**9.2.2** Employees will be given a minimum of six (6) months notification of such layoff and should they obtain other employment prior to the end of the notice period, they shall be compensated to their last working day, and receive severance pay as prescribed in Article 8.4.5 (a).

**9.2.3** While recognizing that it is not the intention of the Authority to reduce staff by means of the introduction of new equipment, it is agreed that should such a reduction become necessary, the Authority will give the Union as much advance notice as is practicable. Such notice shall be in writing and shall state the nature of the changes contemplated and the number of positions likely to be affected. Upon receipt of such notice by the Union the parties shall arrange a meeting(s), for the purpose of achieving an understanding to assure that any hardship to the employees affected shall be minimized. This shall be done by providing wherever possible alternative employment within the Authority for employees whose jobs have been eliminated, by joint efforts on the part of the Authority and the Union to obtain employment with other employers for any employees who cannot be relocated within the Authority, and by any other means that the parties may, by mutual agreement, decide upon.

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

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

**9.3.2** Where the Authority assigns employees to participate in training courses or seminars, etc., such time will be considered as regular working time, with a maximum credit of 7 or 8 hours per day.

**9.3.3** 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 shall be assigned on the work day(s) immediately following the employee's return to the home location and/or normal work assignment, unless otherwise mutually agreed between the employee and the Authority.

## **ARTICLE 10**

### **Job Classifications and Duties**

**10.1** Local 72M bargaining unit employees shall perform all the duties set out in Article 9.1 pertaining to the Authority's operations and shall set up, operate and maintain professional television equipment and accessories. Such duties apply principally to:

Presentation of programs and other educational materials, rehearsal of programs, recording and/or auditions, the preparation of material and/or designs for programs and maintenance, some design of equipment, systems or materials and certain ancillary administrative functions.

**10.1.1** Complaints concerning excessive assignment of duties shall be the subject of discussion among the complainant, the employee's Steward and the Supervisor. Every effort will be made by all parties to resolve the matter.

**10.1.2** It is the right of the Authority to establish the duties of any job and, in so doing, it will accurately reflect these duties in a job description. The Authority recognizes that it is the right of the Union to negotiate salary rates for all new or amended job classifications that fall within the scope of the bargaining unit.

Notwithstanding the above, the parties have agreed to establish a Joint Job Evaluation Committee for the purpose of evaluating and rating new or amended job classifications within the scope of the bargaining unit.

The job descriptions which have formerly been reproduced in the body of this Agreement shall be appended to the back of the Agreement as job summaries and shall remain an integral part of the Agreement. However, it is understood

that the full job description as rated by the Joint Job Evaluation Committee shall supersede the appended job summaries.

**10.2** Whenever the phrase “classification” appears it is agreed that the classification shall be as set out in Appendix A - Classifications and Job Titles. For the purpose of Article 15.1, the “100” series shall work a forty (40) hour work week and the “200” and “300” series shall work a thirty-five (35) hour work week.

## **ARTICLE 11**

### **Employee Benefits**

#### **11.1 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.

**11.1.1** 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.

The Authority shall provide employees with a summary of benefits.

**11.1.2** (a) When absent due to illness, employees shall give as much notice as possible when calling in sick to those persons responsible for scheduling and/or supervision. In any event, all employees

will endeavour to provide at least two (2) hours' notice prior to the start of the scheduled tour of duty.

- (b) If a medical certificate is required to justify an absence, the immediate supervisor shall inform the employee of this requirement. The employee shall immediately submit a medical certificate which conforms with the requirements of Attachment #3 to People & Culture. 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.
  - (i) When the Authority, or its agent requires a medical certificate to prove that the employee is fit to return to work, the Authority shall pay the cost of such certificate.
  - (ii) The Authority agrees that acceptable medical certificates shall be those issued by a physician and/or a dentist or dental surgeon.
- (c) The Union reserves the right to contest the application of HR Policy 540: Sick Leave & Return to Work or Policy 580: Attendance Management where the Policy may be inconsistent with the terms of the Collective Agreement and/or where discipline has been imposed.

**11.1.3** Should an employee be injured or become ill while on vacation in such a manner as to legitimately impair his/her vacation, salary continuance benefits shall be paid for such absence in accordance with Article 11.1.1, 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 doctor's certificate has been provided to the Authority;
- (b) commencing on the third day of illness when a doctor'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 doctor's certificate has been provided to the Authority.

## **11.2 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).

11.2.1 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 19, 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 11.2.1 (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 19;

(f) application for pregnancy leave will be made by the form prescribed in Attachment #2.

### **11.3 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 the form prescribed in Attachment #2.

11.3.1 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;

#### **11.4 Adoption Leave**

Any employee who adopts a child will be entitled to the same rights and obligations as those specified in Article 11.3, 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.

#### **11.4 Pension & Benefits**

**11.4.1** A Consultative Committee on Staff Benefits (CCSB) as established shall include two (2) representatives from the UNIFOR bargaining unit. The functions of the Committee shall be to discuss and make recommendations with respect to the establishment, administration and modification of Sick Benefits and Insurance Plans. It is anticipated that the CCSB shall meet quarterly. Notwithstanding, the CCSB will in any event meet at least semi-annually.

**11.4.2** Any change to the benefits provided by the plans referred to in 11.4.1 which affect the Unifor bargaining unit must be agreed to by the Union prior to implementation.

**11.4.3** The Authority will agree to the appointment of a member of the bargaining unit to the Pension Monitoring Committee.

## **11.5 Bereavement and Special Leave**

It is the Authority's policy to permit the 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, common-law spouse, child, grandchild, stepchild or ward, mother, father, guardian, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, aunt, uncle and grandparent.

**11.5.1** In the event that a bereavement occurs during an employee's scheduled vacation period, up to six (6) days bereavement leave will be paid and this time shall be credited to the employee's vacation time.

**11.5.2** Special Leave with or without pay may be granted by the Authority for purposes other than those set out in Article 11.5. 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, and may also include leave to attend the funeral of other relations or close friends. Such leave requests must be approved by People & Culture and will not be unreasonably withheld.

## **11.6 Educational Assistance and Leave**

The Authority agrees to continue its educational assistance for employees in the bargaining unit. Financial assistance will be provided to employees who successfully complete course(s) that have been approved by their Director and the Director, Labour & Employee Relations. Management shall convey its decision concerning reimbursement for such a course within ten (10) days of written application by the employee. The employee's Director and the Director, Labour & Employee Relations may grant approval only if the successful completion of the course can be reasonably expected to upgrade the employee's potential, not only to the employee but to the Authority. Upon satisfactory evidence of completion of the approved course, the employee will be reimbursed by the Authority as soon as practicable, in the following manner:

- (a) Fifty percent (50%) of the total cost of the tuition and registration fees of the course that the Authority does not consider essential to the employee's performance in his or her present job.
- (b) One hundred percent (100%) of the total cost of the tuition and registration fees of the course that the Authority considers to be essential to the employee's performance in his or her present job.

**11.6.1** Employees attending courses which the Authority considers necessary for the effective performance of the employee's duties, and which involve extended periods of absence from regular duties, will be granted educational leave of absence with pay, on approval of a member of the Management Committee.

**11.6.2** Employees attending courses which the Authority does not consider as necessary for the effective performance of the employee's duties and which involve extended periods of absence from regular duties, may be granted educational leave of absence with part pay or without pay, on approval of a member of the Management Committee.

**11.6.3** An employee on leave without pay under this Article may elect to continue participation in the Authority benefits program, but vacation credits, seniority credits, etc., will not accrue when an employee attends a course in excess of twenty (20) working days.

**11.6.4** If pre-authorized, the Authority agrees to pay annual fees to organizations that in its opinion supply data and material that are relevant to an employee's work provided such requests are submitted with receipts.

## **11.7 Jury or Witness Duty**

For purposes other than arbitration hearings as set out in Article 6, an employee called to serve on a jury or to obey a subpoena on a scheduled work day shall receive his or her regular day's pay during such periods, less the amount they receive in payment for such calls, provided the employee returns to work if released from jury or witness duty prior to 1200 hours. Employees

serving on a jury or obeying a subpoena will not be assigned to work on evenings on the same day without their agreement.

## **11.8 Existing Benefits**

The Authority recognizes that as of July 9, 1971 employees in the bargaining unit enjoy certain benefits and privileges not referred to herein and agrees not to alter or change these privileges in such a manner as to discriminate between bargaining unit and non-bargaining unit employees.

## **ARTICLE 12**

### **Expenses, Transportation - Per Diems**

#### **12.1 Travel Expenses and Conditions**

The Authority shall reimburse each employee for all necessary authorized traveling 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, effective July 1, 1992, 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.

**12.1.1** 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.

**12.1.2** 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 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.

**12.1.3** Employees shall not be credited for time or expenses incurred in reporting to and from work at the Authority's "in-town" locations except as provided in Article 15.9. Employees shall be credited with all time used thereafter during their day's assignments, e.g., as traveling time between studios and/remotes and other assignments in which traveling is authorized.

**12.1.4** 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. Pay stubs and petty cash will also be made available at the location.

**12.1.5** Any female employee who finishes her authorized assignment between 21:00 and 06:00 hours shall be provided with taxi fare home when required, upon presentation of a receipt and approval by the Authority. Should an employee in such circumstances elect to drive her car to work, the Authority will reimburse an amount up to the fee payable for evening parking at the Canada Square lot, upon presentation of a receipt.

**12.1.6** When employees are required to begin or end a tour of duty, due to scheduled or unscheduled overtime, at a time when the subway is not available, taxi fare to or from work will be provided when required by the employee, and upon presentation of a receipt. Should an employee in Master Control or Maintenance in such circumstances elect to drive his/her car to work, the Authority will reimburse parking expenses, upon presentation of a receipt.

## **12.2 Definition of Location and Location Expenses**

- (a) Out-of-town assignments shall be those outside Metropolitan Toronto, as defined by the 1997 Electoral Wards map of the municipality, and Lester B. Pearson Airport. Note: See map page 89.
- (b) Out-of-town assignments for employees in transmitter technician classifications shall be those outside a radius of fifty kilometers (50 km) from the employee's base site.

**12.2.1 (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 for any meal when an appropriate meal is provided by the Authority, hotel/lodging, conference, or similar. 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 afore-mentioned paragraphs, shall receive a meal allowance for each meal to which the employees are entitled under Article 16, in accordance with the following schedule:

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

Meal allowances will 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.

**12.2.2** Employees on out-of-town assignments who require overnight accommodation shall receive in addition to the per diems in Article 12.2.1, 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.

**12.2.3** 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/kilometer 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 telegrams 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.

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

**12.2.5** Employees must submit claims for meal allowances and other allowable expenses, where duly authorized, within thirty (30) days that such claims are incurred or the claims will be invalid.

## **ARTICLE 13**

### **Holidays and Annual Vacation**

#### **13.1 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.

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

- (a) If the holiday falls on a scheduled 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 regularly 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 to be taken at a mutually agreeable time but no later than 4 months after the holiday . 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 (2½) times the normal daily basic pay plus any premium pay for hours worked beyond the regular tour of duty.
- (e) If the holiday falls on the employee's scheduled day off and the employee is required to work, he or she shall receive three (3) times the normal basic pay plus any premium pay for hours worked beyond the regular tour of duty.
- (f) When a floating holiday is taken, an employee shall be credited with the normally scheduled hours of a tour of duty in that work week.

**13.1.2** The Authority further recognizes that employees shall only work one half day on Christmas Eve and New Year's Eve. Employees who do not work on the day shall receive a half day credit. Employees who work a half

day shall receive one day's pay. Employees who work in excess of one half day shall be paid in accordance with Article 13.1.1 (d).

**13.1.3** Employees who are required to work after 1600 hours on Christmas Eve and/or New Year's Eve as part of their regularly scheduled tour of duty shall receive an additional payment of one (1) time basic pay, over any other payments provided for in this Agreement for all scheduled hours worked in their tour after 1600 hours on such days.

## **13.2 Annual Vacation**

The vacation year is the calendar year. Employees are entitled to and shall receive an annual vacation with pay on the following basis:

- (a) Leave with pay shall be given employees annually as an earned right at the rate of one and one quarter ( $1\frac{1}{4}$ ) 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-third ( $1\frac{2}{3}$ ) 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 ( $2\frac{1}{12}$ ) 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 ( $2\frac{1}{2}$ ) days for each completed calendar month.

**13.2.1** If employment is terminated for any reason, or is temporarily suspended by military leave of absence, accrued vacation credits shall be liquidated in cash.

### **13.3 Scheduling of Annual Vacation**

Employees shall have the right to take their vacations at any time, and subject to scheduling, preference shall be given to employees within each classification on the basis of Authority seniority. The Authority will not unreasonably deny requests for vacation made in accordance with this agreement.

The vacation year shall be from January 1st to December 31st. When the projected vacation is to begin and/or end during the months of July and August, the following procedure shall apply:

The Authority will post or issue a vacation planner on March 1st in each department. Employees shall submit their requests on the planner by April 1st. Approved vacation schedules will be posted no later than April 30<sup>th</sup>.

When the projected vacation falls outside of July and August, the following procedure shall apply:

The employee's application shall be submitted, in writing, on a form prescribed by the Authority, to the supervisor at least forty (40) 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.

The Authority will post or issue any unused vacation credits by September 1st of each year. Each listed employee shall have until October 1st to submit an application to schedule his or her unused vacation credits. Any unscheduled vacation credits not scheduled to be taken before December 31st will be assigned by the Authority to be taken prior to December 31st, provided the employee is given at least two (2) weeks' notice of the assigned vacation.

### **13.3.1 Vacation Carry Over**

An employee may elect to carry over up to one (1) week of annual vacation leave from one year to the next. No employee shall accumulate more than one (1) week of vacation carry-over in any calendar year.

It is understood that an employee may draw on some or all of their annual vacation entitlement at any time during the vacation year which may or may not be combined with any vacation carry-over.

Any vacation carryover 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 years' vacation carry-over has been exhausted.

## **ARTICLE 14**

### **General Matters**

#### **14.1 Credits**

At its discretion, the Authority will give credit to members of the bargaining unit on programs and publications.

**14.1.1** The Unifor Local 72M seal, or the name "Unifor Local 72M" will be exhibited in accordance with established guidelines on productions produced by the Authority. The UNIFOR Local 72M seal shall appear during on-air sign-on and sign-off periods. The UNIFOR Local 72M seal may be exhibited on materials produced by the Authority.

## **14.2 Outside Activities**

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 or the Public Service of Ontario Act;
- (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.

Requests must be submitted in writing on the Conflict of Interest Declaration Form. TVO will respond within 8 working days following receipt of all necessary information. The timeframe will not be unreasonably extended.

**14.2.1** In no case shall any employees incapacitated as a result of an industrial accident which is covered by WSIB, while performing paid employment for another employer, be covered by the Authority's Salary Continuance or Long Term Disability Benefits.

## **ARTICLE 15**

### **Hours and Scheduling of Work**

#### **15.1 Work Week and Days Off**

The normal work week for classifications in the 100 series shall be forty (40) hours and the minimum tour of duty shall be eight (8) hours per day (excluding lunch breaks). For classifications other than 122, 124, 129B, 134, 136, 137 and 145 the tour of duty may be assigned on any five (5) days within a seven (7) day period. For the purposes of calculation of pay the first day of the work week is Monday.

**15.1.1** For classifications referred to in Article 15.1, there shall be two (2) consecutive days off. These two (2) consecutive days off may be in

separate work weeks, e.g., Sunday and Monday. The movement into such days off can only be accomplished by the assignment of the two (2) days off as Saturday and Sunday in the week immediately preceding the week in which the days off are split. The pattern of Sunday-Monday as days off may then continue but may only be exited from by scheduling Monday and Tuesday as days off in the week following the last week in which the days off were split, e.g.:

M	T	W	T	F	S	S
				in	D/O	D/O
D/O	X	X	X	X	X	D/O
D/O	D/O	out				

The Authority shall make every scheduling effort to provide the two (2) consecutive days off on weekends as frequently as possible. The two (2) consecutive days off may be separated by a holiday, provided that no work is performed on the holiday by the employee.

- 15.1.2 (a)** The normal work week for classifications in the 200 series shall be thirty-five (35) hours per week (excluding lunch breaks) and the minimum tour of duty shall be seven (7) hours per day. The first day of the work week is Monday. There shall be two (2) consecutive days off and they shall be Saturday and Sunday.
- (b) It is agreed that employees in the “300 series” work on a self-assigned basis due to their unique work conditions. Therefore, Articles 15.2 to 15.11 shall not apply to employees in the “300 series”, and in lieu thereof, they shall accumulate one and one half (1½) hours for each authorized hour worked in excess of thirty-five (35) hours in a work week in “banked time”. Employees may take time in lieu off at a mutually convenient time and they will maintain records accordingly for all such authorized hours worked and/or taken off.



Any banked hours that are not taken, or booked to be taken within a reasonable period of time following the end of June shall be paid out at the employee's basic hourly rate of pay.

In lieu of Article 16, employees in the "300 series" shall receive break and meal periods at their discretion, however Article 16.4.1 shall apply.

**15.1.3** A scheduled day off, or a day in lieu shall be defined as twenty-four (24) hours for each such day, plus a turnaround period of twelve (12) hours, in accordance with Article 15.8.

## **15.2 Tour of Duty**

A tour of duty means the authorized and/or approved time worked by an employee during the day, as defined in Articles 15.1, 15.1.1 and 15.4 calculated to the end of the last quarter ( $\frac{1}{4}$ ) hour in which work was performed. If a tour of duty extends beyond 2400 hours it shall be considered as falling wholly within the calendar day in which it started.

## **15.3 Scheduling and Posting of Schedules**

It is the Authority's intent to ensure that each employee shall be advised of his or her work schedule at the earliest possible time. The Authority will make every effort to post each employee's work schedule for any week no later than 1700 hours on the Thursday, but in no event later than 1400 hours on the Friday, two (2) weeks prior to the commencement of the week covered by the schedule.

**15.3.1** Employees who are regularly assigned to work from Monday to Friday between 0700 and 1800 hours will not require a posted schedule. However, any variation of these regular hours shall be posted in accordance with the other provisions of this Article.

**15.3.2** Each employee's posted schedule shall state clearly daily starting time, finishing time and days off.

**15.3.3** Within the posting period, there shall be no change in an employee's days off without the consent of the employee.

#### **15.3.4 Change of Scheduled hours**

(a) Notice of any change in posted hours for in-town assignments shall be given not later than 1700 hours of employee's second last working day prior to the day in question.

(b) Notice of any change in posted hours for out-of-town assignments shall be given as early as possible, but no later than the end of the tour of duty the day before the day in question.

When changes are made to an employee's schedule on the employee's last working day prior to the day in question, he or she will be informed directly. When notice is not given in accordance with this Article the employee shall be credited with all hours scheduled, plus any additional hours worked. If scheduled overtime is cancelled after 1700 hours the day prior to the day in question remuneration for such hour shall be at the straight time rate.

**15.3.5** For technical and production employees assigned to Studio/ Field productions, an alternate work schedule comprising of four (4) consecutive ten (10) hour tours of duty and three consecutive days off consisting of seventy-two (72) hours plus a turnaround period of twelve (12) hours for a total of eighty-four (84) hours may be scheduled. The days off may be scheduled at the beginning or end of the work week. It is understood that overtime shall apply for authorized work performed in excess of ten (10) hours.

#### **15.4 Agreed Schedules**

The Authority and the Union recognize that there are different work schedules and shift patterns possible within the framework of the Authority's operation, other than the eight (8) hour day, five (5) day week. To this end, the Authority will plan with such employees work schedules which are mutually agreeable and in such cases it is agreed that the overtime provisions of Article 15.6 will be modified as required. If the parties do not agree to an agreed

schedule then scheduling is as per the provisions of the collective agreement. Any such agreement will be put in writing and signed by both parties, in the form of Attachment No. 1, consistent with Management's Rights under Article 3. Signed copies of agreed to schedules are to be forwarded to the Manager, Industrial Relations or designate and the UNIFOR Local 72M Union President or designate prior to the implementation of such schedule. However, such agreed upon schedules may revert to the normal work week by either the Authority or the Union providing written notice in advance of the next schedule to be posted.

**15.4.1** With respect to Article 15.1, for classifications other than 122, 124, 129B, 134, 136, 137 and 145 the Authority will endeavour to plan work schedules that are mutually agreeable with the employees involved consistent with the requirements of the Authority.

## **15.5 Return from Vacation**

Prior to going on vacation of five (5) days or more an employee may request and shall receive a written notification of a pre-arranged time to report back to work.

## **15.6 Overtime**

When the time worked is in excess of the minimum tour of agreed schedules, (Article 15.4), all such hours are overtime hours and shall be paid as follows:

- (a) Employees shall receive one and one-half (1½) times the basic rate for the first four (4) hours of overtime worked and shall receive two (2) times the basic rate for all hours worked in excess of four (4) overtime hours.
- (b) Employees involved in unscheduled overtime (i.e., overtime worked beyond the scheduled finishing time of a tour of duty) will be compensated at one half (½) the basic rate, in addition to any other premiums. This premium payment will not be paid if the employee is advised of such unscheduled overtime within the first hour of reporting to work.

**RECAP**

<b><u>Overtime Hours Worked</u></b>	<b><u>Payment</u></b>	<b><u>If Unscheduled</u></b>
<b>0-4</b>	<b>1½ basic</b>	<b>2 basic</b>
<b>Over 4</b>	<b>2 basic</b>	<b>2½ basic</b>

**15.7 Work on a Scheduled Day Off**

When an employee agrees to work on a scheduled day off, work performed on that day shall be compensated at one and one-half (1½) times the basic rate with a minimum credit according to Articles 15.1 and 15.1.2. All hours worked beyond the regular tour of duty on such a day shall be compensated at the rate of two (2) times the regular hourly rate for all hours worked. When an employee who has worked on a first day off agrees to work on any other scheduled day(s) off following the employee's first day off during that , work performed on that day(s) shall be compensated at two (2) times the basic rate, with a minimum credit according to Articles 15.1 and 15.1.2. All hours worked beyond the regular tour of duty on such a day shall be compensated at the rate of two and one-half (2½) times the regular hourly rate for all hours worked. Should all employees in that classification (Article 10) who could be reached refuse to work on a day off, the Authority may assign the work to anyone.

**RECAP**

<b><u>Hours Worked/Credited</u></b>	<b><u>1st Day Off</u></b>	<b><u>2nd Day Off</u></b>
<b>0-8 (or 0-7)</b>	<b>1½ Basic</b>	<b>2 Basic</b>
<b>Over 8 (or Over 7)</b>	<b>2 Basic</b>	<b>2½ Basic</b>
<b>If Unscheduled</b>	<b>2½ Basic</b>	<b>3 Basic</b>

**15.7.1** Article 15.6 (b) shall be applicable to unscheduled overtime on work on a day off.

**15.7.2** Notice of cancellation of assigned work on a scheduled day off shall be given no later than 1200 hours of the previous workday. If such notice is not given, the employee shall receive four (4) hours pay at the basic rate.

## **15.8 Turnaround Period**

A turnaround period is the period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty.

**15.8.1** All time worked during any turnaround period shall be compensated for, in addition to the regular basic rate, at one half ( $\frac{1}{2}$ ) times basic rate for the portion of such assignment which encroaches on the turnaround period.

**15.8.2** No payment shall be made for the following encroachments:

- (a) On a shift where an employee is released from duty to attend negotiations or grievance meetings with Management.
- (b) On a swing-in shift on a regular rotating shift pattern, which occurs in conjunction with an employee's scheduled day(s) off.
- (c) Where an employee requests, and the Authority agrees to alternative temporary schedules upon signature of the waiver form (Attachment No. 1).

## **15.9 Call-Back**

Call-back is defined as those hours credited to an employee who having worked and/or been credited with at least a minimum tour of duty (Article 15.2) is called back to perform further work. If an employee is scheduled, assigned or notified of a call-back prior to the time of leaving the place of work all intervening hours shall be considered hours worked and part of the tour.

**15.9.1** Should an employee who has completed a tour of duty and who has left the Authority's premises be called back to work, he or she shall be paid as of the time of the call for one (1) hour at the basic rate. In addition for actual work time, the employee shall be paid at the time and one-half (1½) rate with a minimum credit of four (4) hours overtime. If call-back is extended beyond four (4) hours, the additional hours will be paid at two (2) times the basic rate.

**15.9.2** An employee, at his or her discretion may refuse to work call-back (Article 15.9 and 15.9.1) and shall not be penalized for such refusal. Should an employee refuse a callback, the Authority may assign the work to anyone.

### **15.10 Night Differential**

An employee who works or travels more than two (2) hours between 2400 and 0700 hours shall be paid a night differential of fifteen percent (15%) of the basic rate for all hours worked during the entire tour. Night differential shall not be deemed overtime or part of basic pay.

## **15.11 Temporary Upgrading**

An employee temporarily assigned to perform work in excess of two (2) hours [in minimum half hour segments] in any tour of duty, in a higher rated classification than that to which the employee is usually assigned, shall be paid according to the following:

- (a) When an employee is currently classified in Salary Groups 1 - 5, fifteen dollars and fifty cents (\$15.50) per tour.
- (b) When an employee is currently classified in Salary Groups 6-13, seventeen dollars and fifty cents (\$17.50) per tour.
- (c) When an employee is upgraded to Technical Producer, Director/Camera or Production Editor, twenty-one dollars and fifty cents (\$21.50) per tour.
- (d) When an employee agrees to be temporarily assigned by the Authority to perform work outside 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).
- (e) Operations Technicians in Salary Group 6 who, for a minimum of thirty (30) consecutive minutes in a tour of duty, actively perform in rapid succession the duties of three or more technical functions, as herein listed, during the course of "live" or "live-to-tape" studio productions, will receive an upgrade in accordance with (b) above. The technical functions to which this article applies are: video switcher; audio mixer; robotic camera; character generator; still store; videotape/videodisc machines. The two (2) hour provision contained in Article 15.11 will not apply in this case.

**15.11.1** When an employee in a classification of Group 8 or higher, or who is identified as senior, coordinator, (other than production coordinator and administrative coordinator), director or crew chief, is assigned to train

new and/or less experienced employee(s), that employee shall not receive a temporary upgrade.

**15.11.2** Nothing in this Agreement shall entitle an employee to a temporary upgrade for directing the work of new and/or less experienced employees unless authorized in writing by his or her Supervisor.

**15.11.3** When an employee is assigned to develop and/or present a formal training program to new and/or less experienced employee(s), he or she shall receive a temporary upgrade in accordance with Article 15.11.

**15.11.4** Article 15.11 shall not be used for the purpose of reducing the number of employees in the classification to which an employee is upgraded. At the time of such assignment, an employee shall be verbally advised of the temporary upgrading and this shall be recorded on the employee's time sheets.

## **15.12 Excessive Hours and Safety**

The Authority agrees not to assign excessive hours of work to employees in the bargaining unit.

**15.12.1** 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. 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.

**15.12.2** Working conditions and employee facilities will be maintained in a clean and sanitary condition by the Authority and its employees.

**15.12.3** The Authority shall continue to consider the capability of an employee for assignments involving climbing, and will recognize valid inability to perform such assignments. Should all employees in that



classification who are readily available be so limited, the Authority may assign the duties to anyone.

**15.12.4** The Authority agrees to continue to supply special protective clothing and/or safety devices for employees on assignments (e.g., remotes, towers) where conditions require, and to supply other special attire where necessary.

**15.12.5** The Authority agrees to discuss the design and installation of equipment with the Joint Health and Safety Committee wherever problems in these regards are raised by the employees concerned.

**15.12.6** Employees working at computers with Video Display Terminals (VDTs) who so request, shall have ten (10) minutes away from the VDT after each hour of continuous operation to perform other duties.

**15.12.7** The Authority recognizes an additional standard of safety is necessary for employees who are pregnant.

**15.12.8** In recognition of the strenuous nature of hand-held camera operation, employees who are working with a hand-held or shoulder-mounted camera on an EFP shoot for two (2) continuous hours, shall be given their break in accordance with Article 16.2.

### **15.13 Banked Time Program**

The Authority and the Union agree to the banked time program subject to the following conditions:

An employee may accumulate and take equivalent time off in lieu of payment for overtime hours, work on a day off, or on a holiday and shall record the equivalent hours on his or her time sheet. Such time shall be known as banked time.

- i) This banked time may be accumulated to a maximum of one hundred and twenty (120) hours between July 1st and June 30th each year. Banked time can be scheduled to be taken at a time mutually agreed to by the employee and his or her supervisor.

- ii) The rate of accumulation shall be determined by the rate of pay provided in the pertinent section of the Agreement. For example, a forty (40) hour per week employee working on a day off shall receive a credit of  $8 \times 1.5 = 12$  hours of straight time pay, and accordingly 12 hours shall be accumulated as banked time.
- iii) All banked time accumulated up to and including the last pay period in May shall be liquidated in cash and paid out by July 3<sup>rd</sup>, except as follows:
  - (a) accumulated banked time 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 banked time 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.
- iv) If employment is terminated for any reason, accrued banked time shall be liquidated in cash.

## **ARTICLE 16**

### **Meal Periods and Break Periods**

**16.1** The Authority shall continue its selective practice of permitting food and beverages to be consumed at convenient periods throughout the working day. The availability of coffee is not to be construed as a definite work break but is a convenience for those who are able to leave their duties without interruption to their work.

### **16.2 Break Periods**

All employees shall receive a reasonable break period during each four (4) hour portion of their tour of duty.

### **16.3 First Meal Period**

Unless mutually acceptable arrangements are made among a majority of employees assigned to a particular project, the first meal period of one (1) hour shall commence not earlier than the beginning of the fourth (4th) hour and be completed by the end of the sixth (6th) hour, computed from the beginning of the work day.

### **16.4 Second and Succeeding Meal Periods**

- (a) Employees required to work more than a ten (10) hour tour of duty will be assigned a meal period of not less than thirty (30) nor more than sixty (60) minutes during the ninth (9th) or tenth (10th) hour of the tour.
- (b) An additional meal period of not less than thirty (30) nor more than sixty (60) minutes will be assigned when employees are required to work more than a fifteen (15) hour tour of duty.

Article 16.4 shall not apply when there is a mutual agreement among the majority of employees assigned to a particular project and the Authority that meal periods are to be waived.

**16.4.1** A supper allowance of ten dollars (\$10) shall be paid to employees entitled to a meal period in accordance with 16.4(a) and an additional meal allowance of six dollars (\$6) will be paid to employees entitled to a meal period in accordance with 16.4(b). This Article does not apply to employees entitled to per diem allowances under Article 12.

## **16.5 Meal Displacement Penalty**

When an employee is not given a meal period within the time limits required by 16.3 and 16.4 the employee shall receive additional compensation in an amount equal to one half the basic hourly rate for each hour worked, with a minimum credit of one (1) hour, until a meal period is actually received or should have been assigned. This compensation is to be computed from the beginning of the last hour in which the meal period should have been assigned and extend to the start of the meal period given, or from the end of the meal period given and extend to the end of the first hour in which the meal period should have been assigned.

## **16.6 Meals on Remotes**

In the event a location is so situated that no facilities serving food are 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 its own expense furnish the employees with an appropriate meal which shall include a hot main course where circumstances permit. When the Authority supplies an appropriate meal, the allowances, provided in 16.4.1 and 16.7 shall not be paid.

## **16.7 Meal on Restricted Location (Captive Assignments)**

When an employee on location is restricted by circumstances to eat or buy meals within a location identified by the Authority, then a supplementary allowance of four dollars (\$4) will be allowed in addition to any other compensation provided by this Agreement. The Authority at its own expense may furnish the employee with an appropriate meal.

**16.8** Employees shall not be required to travel from their assigned location to other studios or remote locations during their meal periods or any part thereof.

## **ARTICLE 17**

### **On-Call**

**17.1** Any employee assigned to on-call during their off hours, shall be compensated at twenty-two dollars (\$22) per day. While on-call, an employee shall be available to respond to emergency situations. It is understood that an additional employee may be designated “on call” in accordance with departmental procedures to assist to resolve specific emergency situations by the “On Call” employee.

**17.2** Employees who are available to respond to emergency situations from home shall be compensated as follows:

- (a) on days other than scheduled days off, and in addition to 17.1 above, the employee shall receive one and one-half (1½) times the basic rate for the first four (4) hours of overtime worked and shall receive two (2) times the basic rate for all hours worked in excess of four (4) overtime hours. Hours worked shall be claimed in one quarter (¼) hour units on the time sheets.
- (b) on scheduled days off, and in addition to 17.1 above, the employee shall receive a minimum of two (2) hours at one and one half (1½) times the basic rate. For the first eight (8) hours of overtime worked the employee shall receive one and one-half (1½) the basic rate and shall receive two (2) times the basic rate for all hours worked in excess of eight (8) overtime hours. Hours worked shall be claimed in one quarter (¼) hour units on the time sheets.

**17.3** Employees who are required to visit a work site to respond to emergency situations shall be compensated as follows:

- (a) on days other than scheduled days off, in addition to 17.1 above, the employee shall be compensated in accordance with Article 15.9.1 (Call Back).

- (b) on scheduled days off, and in addition to 17.1 above, the employee shall be compensated in accordance with Article 15.7. (WODO)

**17.4** Employees shall be paid a night differential of fifteen percent (15%) of the basic rate for all hours worked between 2400 and 0700 hours during the on-call assignment. Night differential shall not be deemed overtime or part of the basic pay.

**17.5** Article 15.6 (b) (Unscheduled OT) shall not apply as employees are scheduled on-call time to be readily available for work. However, unscheduled overtime shall be paid for a continuation of a scheduled tour of duty with no break in hours worked.

**17.6** Article 15.8 (Turnaround) shall not apply when employees perform work from their residence. However, turnaround shall apply in all other situations.

**17.7** The on-call assignment shall be removed from any employee who reports to his supervisor that he is ill or fatigued, in which case Article 11 (Sick Leave) shall apply.

## **ARTICLE 18**

### **General Wage Provisions**

**18.1** Employees shall be paid according to the wage schedules in Article 19 in the classification to which they are assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Authority at the time of hiring. Employees on salary continuance or pregnancy or parental leave shall have their contract and anniversary increments recognized as being applicable on the scheduled dates provided for in this Agreement.

**18.1.1** Temporary employees other than those hired under the UNIFOR/OECA Freelance Agreement may be hired at the start rate in any classification plus six percent (6%) in lieu of vacation.

**18.1.2** When an agency is contracted to provide temporary personnel services, rates paid for such services will be competitive. However, it is not the Authority's intention to pay rates for such services that would undermine the contractual starting rates for similar classifications in the bargaining unit. The Authority further agrees that such contracting of services will not displace or eliminate full-time or regular employees or avoid the hiring of a regular or full-time employee.

**18.2** Progression within the salary group from one level to another shall automatically occur at the start of the pay period nearest the employee's semi-annual or annual anniversary date of appointment, transfer or promotion, to the salary level and group as a result of service within that salary group. Therefore if the anniversary date occurs within the first week of a pay period, the new rate will be applied from the start of that pay period; if the anniversary date occurs within the second week of the pay period, the new rate will be applied from the start of the next pay period.

**18.3** A promotion is movement to a higher wage group. When an employee is promoted into a higher pay classification, the employee shall move into the higher salary group on the first day of the next complete pay period and receive a salary increase which would place the employee on the next higher wage step in the new group, and shall automatically progress upward on the annual or semi-annual anniversary date of the promotion.

**18.4** Twice the net weekly salary (i.e., salary after a reasonable portion of the total monthly deductions have been made) plus any approved overtime and penalty payments for the preceding pay period will be paid not later than 1200 hours each second Thursday via direct deposit. Where a legal bank holiday occurs on a Friday, direct deposit will be available by 1200 hours the previous day.

**18.4.1** Employees whose time sheets are amended by the Authority shall receive a copy of the amended timesheet.

**18.5** In the event payday(s) occurs during an employee’s vacation period, the employee shall submit a written request fifteen (15) days in advance, in order to receive their vacation pay prior to going on vacation.

**18.6** Any employee returning to work in his or her classification after layoff or leave of absence, shall return at the pay rate according to seniority at the time of the said layoff or leave. However, an employee returning to work after pregnancy or parental leave shall be credited with full service for the purpose of this clause, provided that the leave is not extended beyond ESA maximums. Should the employee request and receive a leave of above the ESA maximums, such extension shall not earn seniority credits.

## **ARTICLE 19**

### **Wages**

#### **General Wage Increase**

The hourly wage rate for all staff and contract employees actively on the payroll as of February 1, 2018 will be adjusted on the effective dates as indicated below:

January 1, 2018	–	2.25 %
January 1, 2019	–	1.50 %
January 1, 2020	–	1.25 %



**Group 1 (200 series)**

**Clerk**

<b>Group 1 (200 series)</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Start	\$18.37	\$642.95	\$33,433.40	\$18.65	\$652.75	\$33,943.00	\$18.88	\$660.80	\$34,361.60
6 months	\$19.79	\$692.65	\$36,017.80	\$20.09	\$703.15	\$36,563.80	\$20.34	\$711.90	\$37,018.80
12 months	\$20.44	\$715.40	\$37,200.80	\$20.75	\$726.25	\$37,765.00	\$21.01	\$735.35	\$38,238.20
24 months	\$21.15	\$740.25	\$38,493.00	\$21.47	\$751.45	\$39,075.40	\$21.74	\$760.90	\$39,566.80
36 months	\$22.54	\$788.90	\$41,022.80	\$22.88	\$800.80	\$41,641.60	\$23.17	\$810.95	\$42,169.40

**Group 2 (200 series)**

**Stock & Inventory Clerk/Shipping**

<b>Group 2 (200 series)</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Start	\$20.44	\$715.40	\$37,200.80	\$20.75	\$726.25	\$37,765.00	\$21.01	\$735.35	\$38,238.20
6 months	\$21.83	\$764.05	\$39,730.60	\$22.16	\$775.60	\$40,331.20	\$22.44	\$785.40	\$40,840.80
12 months	\$22.54	\$788.90	\$41,022.80	\$22.88	\$800.80	\$41,641.60	\$23.17	\$810.95	\$42,169.40
24 months	\$23.23	\$813.05	\$42,278.60	\$23.58	\$825.30	\$42,915.60	\$23.87	\$835.45	\$43,443.40
36 months	\$23.92	\$837.20	\$43,534.40	\$24.28	\$849.80	\$44,189.60	\$24.58	\$860.30	\$44,735.60

**Group 3 (100 series)**

<b>Group 3 (100 series)</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Start	\$22.54	\$901.60	\$46,883.20	\$22.88	\$915.20	\$47,590.40	\$23.17	\$926.80	\$48,193.60
6 months	\$23.92	\$956.80	\$49,753.60	\$24.28	\$971.20	\$50,502.40	\$24.58	\$983.20	\$51,126.40
12 months	\$24.61	\$984.40	\$51,188.80	\$24.98	\$999.20	\$51,958.40	\$25.29	\$1,011.60	\$52,603.20
24 months	\$25.32	\$1,012.80	\$52,665.60	\$25.70	\$1,028.00	\$53,456.00	\$26.02	\$1,040.80	\$54,121.60
36 months	\$26.00	\$1,040.00	\$54,080.00	\$26.39	\$1,055.60	\$54,891.20	\$26.72	\$1,068.80	\$55,577.60

**Group 3 (200 series)**

<b>Group 3 (200 series)</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Start	\$22.54	\$788.90	\$41,022.80	\$22.88	\$800.80	\$41,641.60	\$23.17	\$810.95	\$42,169.40
6 months	\$23.92	\$837.20	\$43,534.40	\$24.28	\$849.80	\$44,189.60	\$24.58	\$860.30	\$44,735.60
12 months	\$24.61	\$861.35	\$44,790.20	\$24.98	\$874.30	\$45,463.60	\$25.29	\$885.15	\$46,027.80
24 months	\$25.32	\$886.20	\$46,082.40	\$25.70	\$899.50	\$46,774.00	\$26.02	\$910.70	\$47,356.40
36 months	\$26.00	\$910.00	\$47,320.00	\$26.39	\$923.65	\$48,029.80	\$26.72	\$935.20	\$48,630.40

**Group 4 (100 series)**

**Production Support Coordinator**

<b>Group 4 (100 series)</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Start	\$23.23	\$929.20	\$48,318.40	\$23.58	\$943.20	\$49,046.40	\$23.87	\$954.80	\$49,649.60
6 months	\$24.61	\$984.40	\$51,188.80	\$24.98	\$999.20	\$51,958.40	\$25.29	\$1,011.60	\$52,603.20
12 months	\$25.32	\$1,012.80	\$52,665.60	\$25.70	\$1,028.00	\$53,456.00	\$26.02	\$1,040.80	\$54,121.60
24 months	\$26.00	\$1,040.00	\$54,080.00	\$26.39	\$1,055.60	\$54,891.20	\$26.72	\$1,068.80	\$55,577.60
36 months	\$27.37	\$1,094.80	\$56,929.60	\$27.78	\$1,111.20	\$57,782.40	\$28.13	\$1,125.20	\$58,510.40

**Group 4 (200 series)**

**Production Unit Assistant                      Senior Clerk (Membership)  
Shipping/Receiving & Print Clerk**

<b>Group 4 (200 series)</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Start	\$23.23	\$813.05	\$42,278.60	\$23.58	\$825.30	\$42,915.60	\$23.87	\$835.45	\$43,443.40
6 months	\$24.61	\$861.35	\$44,790.20	\$24.98	\$874.30	\$45,463.60	\$25.29	\$885.15	\$46,027.80
12 months	\$25.32	\$886.20	\$46,082.40	\$25.70	\$899.50	\$46,774.00	\$26.02	\$910.70	\$47,356.40
24 months	\$26.00	\$910.00	\$47,320.00	\$26.39	\$923.65	\$48,029.80	\$26.72	\$935.20	\$48,630.40
36 months	\$27.37	\$957.95	\$49,813.40	\$27.78	\$972.30	\$50,559.60	\$28.13	\$984.55	\$51,196.60

**Group 5 (100 series)**  
**Props/Wardrobe & Design**

<b>Group 5 (100 series)</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Start	\$23.92	\$956.80	\$49,753.60	\$24.28	\$971.20	\$50,502.40	\$24.58	\$983.20	\$51,126.40
6 months	\$25.32	\$1,012.80	\$52,665.60	\$25.70	\$1,028.00	\$53,456.00	\$26.02	\$1,040.80	\$54,121.60
12 months	\$26.00	\$1,040.00	\$54,080.00	\$26.39	\$1,055.60	\$54,891.20	\$26.72	\$1,068.80	\$55,577.60
24 months	\$26.69	\$1,067.60	\$55,515.20	\$27.09	\$1,083.60	\$56,347.20	\$27.43	\$1,097.20	\$57,054.40
36 months	\$28.08	\$1,123.20	\$58,406.40	\$28.50	\$1,140.00	\$59,280.00	\$28.86	\$1,154.40	\$60,028.80
48 months	\$29.46	\$1,178.40	\$61,276.80	\$29.90	\$1,196.00	\$62,192.00	\$30.27	\$1,210.80	\$62,961.60

**Group 5 (200/300 series)**  
**Membership Revenue Administrator**  
**Courseware Coordinator**                      **GED Assistant**

<b>Group 5 (200/300 series)</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Start	\$23.92	\$837.20	\$43,534.40	\$24.28	\$849.80	\$44,189.60	\$24.58	\$860.30	\$44,735.60
6 months	\$25.32	\$886.20	\$46,082.40	\$25.70	\$899.50	\$46,774.00	\$26.02	\$910.70	\$47,356.40
12 months	\$26.00	\$910.00	\$47,320.00	\$26.39	\$923.65	\$48,029.80	\$26.72	\$935.20	\$48,630.40
24 months	\$26.69	\$934.15	\$48,575.80	\$27.09	\$948.15	\$49,303.80	\$27.43	\$960.05	\$49,922.60
36 months	\$28.08	\$982.80	\$51,105.60	\$28.50	\$997.50	\$51,870.00	\$28.86	\$1,010.10	\$52,525.20
48 months	\$29.46	\$1,031.10	\$53,617.20	\$29.90	\$1,046.50	\$54,418.00	\$30.27	\$1,059.45	\$55,091.40

**Group 6 (100 series)**

**Operations Technician**

**Production Assistant**

<b>Group 6 (100 series)</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Start	\$25.32	\$1,012.80	\$52,665.60	\$25.70	\$1,028.00	\$53,456.00	\$26.02	\$1,040.80	\$54,121.60
6 months	\$26.69	\$1,067.60	\$55,515.20	\$27.09	\$1,083.60	\$56,347.20	\$27.43	\$1,097.20	\$57,054.40
12 months	\$27.37	\$1,094.80	\$56,929.60	\$27.78	\$1,111.20	\$57,782.40	\$28.13	\$1,125.20	\$58,510.40
24 months	\$28.08	\$1,123.20	\$58,406.40	\$28.50	\$1,140.00	\$59,280.00	\$28.86	\$1,154.40	\$60,028.80
36 months	\$29.46	\$1,178.40	\$61,276.80	\$29.90	\$1,196.00	\$62,192.00	\$30.27	\$1,210.80	\$62,961.60
48 months	\$30.87	\$1,234.80	\$64,209.60	\$31.33	\$1,253.20	\$65,166.40	\$31.72	\$1,268.80	\$65,977.60

**Group 6 (200 Series)**

**Purchasing Officer  
Office Services Coordinator  
Resource Coordinator  
Jr. Accountant  
Administrative Services Officer**

**Media Researcher Education  
Customer Service Representative  
Contract & Asset Coordinator  
Support Desk Analyst**

Group 6 (200/300 series)	1-Jan-18			1-Jan-19			1-Jan-20		
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Start	\$25.32	\$886.20	\$46,082.40	\$25.70	\$899.50	\$46,774.00	\$26.02	\$910.70	\$47,356.40
6 months	\$26.69	\$934.15	\$48,575.80	\$27.09	\$948.15	\$49,303.80	\$27.43	\$960.05	\$49,922.60
12 months	\$27.37	\$957.95	\$49,813.40	\$27.78	\$972.30	\$50,559.60	\$28.13	\$984.55	\$51,196.60
24 months	\$28.08	\$982.80	\$51,105.60	\$28.50	\$997.50	\$51,870.00	\$28.86	\$1,010.10	\$52,525.20
36 months	\$29.46	\$1,031.10	\$53,617.20	\$29.90	\$1,046.50	\$54,418.00	\$30.27	\$1,059.45	\$55,091.40
48 months	\$30.87	\$1,080.45	\$56,183.40	\$31.33	\$1,096.55	\$57,020.60	\$31.72	\$1,110.20	\$57,730.40

**Group 7 (100 series)**

**Make-up Artist**

Group 7 (100 series)	1-Jan-18			1-Jan-19			1-Jan-20		
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Start	\$27.37	\$1,094.80	\$56,929.60	\$27.78	\$1,111.20	\$57,782.40	\$28.13	\$1,125.20	\$58,510.40
6 months	\$28.76	\$1,150.40	\$59,820.80	\$29.19	\$1,167.60	\$60,715.20	\$29.55	\$1,182.00	\$61,464.00
12 months	\$29.46	\$1,178.40	\$61,276.80	\$29.90	\$1,196.00	\$62,192.00	\$30.27	\$1,210.80	\$62,961.60



**Group 8 (100 series)**

**Senior Production Assistant**

**Multi-Skilled Operations Technician**

<b>Group 8 (100 series)</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Level</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>
Start	\$28.08	\$1,123.20	\$58,406.40	\$28.50	\$1,140.00	\$59,280.00	\$28.86	\$1,154.40	\$60,028.80
12 months	\$29.46	\$1,178.40	\$61,276.80	\$29.90	\$1,196.00	\$62,192.00	\$30.27	\$1,210.80	\$62,961.60
24 months	\$30.87	\$1,234.80	\$64,209.60	\$31.33	\$1,253.20	\$65,166.40	\$31.72	\$1,268.80	\$65,977.60
36 months	\$32.25	\$1,290.00	\$67,080.00	\$32.73	\$1,309.20	\$68,078.40	\$33.14	\$1,325.60	\$68,931.20
48 months	\$33.64	\$1,345.60	\$69,971.20	\$34.14	\$1,365.60	\$71,011.20	\$34.57	\$1,382.80	\$71,905.60
60 months	\$35.02	\$1,400.80	\$72,841.60	\$35.55	\$1,422.00	\$73,944.00	\$35.99	\$1,439.60	\$74,859.20

**Group 8 (200/300 series)**

**Quality Assurance Analyst  
Outreach Support Officer  
Media Coordinator  
Media Services Operator**

**TVO Kids Relations Officer  
New Media Analyst  
Media Researcher/Archivist**

<b>Group 8 (200/300 series)</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Level</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>
Start	\$28.08	\$982.80	\$51,105.60	\$28.50	\$997.50	\$51,870.00	\$28.86	\$1,010.10	\$52,525.20
12 months	\$29.46	\$1,031.10	\$53,617.20	\$29.90	\$1,046.50	\$54,418.00	\$30.27	\$1,059.45	\$55,091.40
24 months	\$30.87	\$1,080.45	\$56,183.40	\$31.33	\$1,096.55	\$57,020.60	\$31.72	\$1,110.20	\$57,730.40
36 months	\$32.25	\$1,128.75	\$58,695.00	\$32.73	\$1,145.55	\$59,568.60	\$33.14	\$1,159.90	\$60,314.80



48 months	\$33.64	\$1,177.40	\$61,224.80	\$34.14	\$1,194.90	\$62,134.80	\$34.57	\$1,209.95	\$62,917.40
60 months	\$35.02	\$1,225.70	\$63,736.40	\$35.55	\$1,244.25	\$64,701.00	\$35.99	\$1,259.65	\$65,501.80

**Group 9 (100 series)**

**Systems Administrator**

**Video Editor**

**Graphic Designer**

**Graphic Designer Broadcast**

**Sr.Audio Technician/Audio Post Studio**

**Regional Transmitter Technician**

**Media Services Operator – AODA**

Group 9 (100 series)	1-Jan-18			1-Jan-19			1-Jan-20		
	Level	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly
Start	\$30.15	\$1,206.00	\$62,712.00	\$30.60	\$1,224.00	\$63,648.00	\$30.98	\$1,239.20	\$64,438.40
12 months	\$31.54	\$1,261.60	\$65,603.20	\$32.01	\$1,280.40	\$66,580.80	\$32.41	\$1,296.40	\$67,412.80
24 months	\$32.96	\$1,318.40	\$68,556.80	\$33.45	\$1,338.00	\$69,576.00	\$33.87	\$1,354.80	\$70,449.60
36 months	\$34.33	\$1,373.20	\$71,406.40	\$34.84	\$1,393.60	\$72,467.20	\$35.28	\$1,411.20	\$73,382.40
48 months	\$35.72	\$1,428.80	\$74,297.60	\$36.26	\$1,450.40	\$75,420.80	\$36.71	\$1,468.40	\$76,356.80
60 months	\$37.09	\$1,483.60	\$77,147.20	\$37.65	\$1,506.00	\$78,312.00	\$38.12	\$1,524.80	\$79,289.60

**Group 9 (200 series)**

**Acquisition/Coproduction Contract Officer**

**Senior Accountant**

**Senior Business Analyst**

**Senior Analyst – Data Analytics**

**Learner Services Team Lead**

**Associate Marketing Activation**

**Associate Marketing & PR**

**Coproduction Acquisition Officer**

**Web & Mobile Developer**

**Group 9 (300 series)**

**Game Designer**

**Senior Information Officer**

**Corporate Communications Specialist**

**New Media Specialist II/UI/UX Designer**

**Development Officer**

<b>Group 9 (200/300 series)</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
<b>Start</b>	\$30.15	\$1,055.25	\$54,873.00	\$30.60	\$1,071.00	\$55,692.00	\$30.98	\$1,084.30	\$56,383.60
<b>12 months</b>	\$31.54	\$1,103.90	\$57,402.80	\$32.01	\$1,120.35	\$58,258.20	\$32.41	\$1,134.35	\$58,986.20
<b>24 months</b>	\$32.96	\$1,153.60	\$59,987.20	\$33.45	\$1,170.75	\$60,879.00	\$33.87	\$1,185.45	\$61,643.40
<b>36 months</b>	\$34.33	\$1,201.55	\$62,480.60	\$34.84	\$1,219.40	\$63,408.80	\$35.28	\$1,234.80	\$64,209.60
<b>48 months</b>	\$35.72	\$1,250.20	\$65,010.40	\$36.26	\$1,269.10	\$65,993.20	\$36.71	\$1,284.85	\$66,812.20
<b>60 months</b>	\$37.09	\$1,298.15	\$67,503.80	\$37.65	\$1,317.75	\$68,523.00	\$38.12	\$1,334.20	\$69,378.40

**Group 10 (100 series)**

**Media Platform Specialist  
Senior Props, Wardrobe & Design  
Senior Regional Transmitter Technician  
Lead Multi Skilled Operations Technician**

**Media Engineering Specialist  
Lead Media Services Operator  
Media Services Operator**

<b>Group 10 (100 series)</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Start	\$32.25	\$1,290.00	\$67,080.00	\$32.73	\$1,309.20	\$68,078.40	\$33.14	\$1,325.60	\$68,931.20
12 months	\$33.64	\$1,345.60	\$69,971.20	\$34.14	\$1,365.60	\$71,011.20	\$34.57	\$1,382.80	\$71,905.60
24 months	\$35.02	\$1,400.80	\$72,841.60	\$35.55	\$1,422.00	\$73,944.00	\$35.99	\$1,439.60	\$74,859.20
36 months	\$36.42	\$1,456.80	\$75,753.60	\$36.97	\$1,478.80	\$76,897.60	\$37.43	\$1,497.20	\$77,854.40
48 months	\$37.80	\$1,512.00	\$78,624.00	\$38.37	\$1,534.80	\$79,809.60	\$38.85	\$1,554.00	\$80,808.00
60 months	\$39.18	\$1,567.20	\$81,494.40	\$39.77	\$1,590.80	\$82,721.60	\$40.27	\$1,610.80	\$83,761.60

**Group 10 (200 series)**

**Systems Analyst  
Independent Production Officer  
Senior Scheduling Officer/Team Leader**

**Editor/ Bilingual  
Service Life Cycle Lead**

**Group 10 (300 series)**

**Education Officer  
Public Relations Specialist  
Sr. Corporate Communications Specialist  
Team Leader, Internal Communications  
Senior Corporate Communications Specialist**

**QA Lead  
Social Media Specialist**

<b>Group 10 (200/300 series)</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Start	\$32.25	\$1,128.75	\$58,695.00	\$32.73	\$1,145.55	\$59,568.60	\$33.14	\$1,159.90	\$60,314.80
12 months	\$33.64	\$1,177.40	\$61,224.80	\$34.14	\$1,194.90	\$62,134.80	\$34.57	\$1,209.95	\$62,917.40
24 months	\$35.02	\$1,225.70	\$63,736.40	\$35.55	\$1,244.25	\$64,701.00	\$35.99	\$1,259.65	\$65,501.80
36 months	\$36.42	\$1,274.70	\$66,284.40	\$36.97	\$1,293.95	\$67,285.40	\$37.43	\$1,310.05	\$68,122.60
48 months	\$37.80	\$1,323.00	\$68,796.00	\$38.37	\$1,342.95	\$69,833.40	\$38.85	\$1,359.75	\$70,707.00
60 months	\$39.18	\$1,371.30	\$71,307.60	\$39.77	\$1,391.95	\$72,381.40	\$40.27	\$1,409.45	\$73,291.40

**Group 11 (100 series)**

**Broadcast Engineering Specialist    Technical Producer  
Transmission Officer**

<b>Group 11 (100 series)</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Start	\$36.42	\$1,456.80	\$75,753.60	\$36.97	\$1,478.80	\$76,897.60	\$37.43	\$1,497.20	\$77,854.40
12 months	\$37.80	\$1,512.00	\$78,624.00	\$38.37	\$1,534.80	\$79,809.60	\$38.85	\$1,554.00	\$80,808.00
24 months	\$39.18	\$1,567.20	\$81,494.40	\$39.77	\$1,590.80	\$82,721.60	\$40.27	\$1,610.80	\$83,761.60
36 months	\$40.57	\$1,622.80	\$84,385.60	\$41.18	\$1,647.20	\$85,654.40	\$41.69	\$1,667.60	\$86,715.20
48 months	\$41.96	\$1,678.40	\$87,276.80	\$42.59	\$1,703.60	\$88,587.20	\$43.12	\$1,724.80	\$89,689.60

**Group 11 (200series)**  
**Senior Systems Analyst**

**IT Infrastructure Specialist**

**Group 11 (300 series)**  
**Senior Game (Web & Mobile) Developer**  
**Interactive Illustrator**  
**Interactive Media Specialist**  
**Senior Development Officer**

**Senior User Experience Designer**

<b>Group 11 (200/300 series)</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
<b>Start</b>	\$36.42	\$1,274.70	\$66,284.40	\$36.97	\$1,293.95	\$67,285.40	\$37.43	\$1,310.05	\$68,122.60
12 months	\$37.80	\$1,323.00	\$68,796.00	\$38.37	\$1,342.95	\$69,833.40	\$38.85	\$1,359.75	\$70,707.00
24 months	\$39.18	\$1,371.30	\$71,307.60	\$39.77	\$1,391.95	\$72,381.40	\$40.27	\$1,409.45	\$73,291.40
36 months	\$40.57	\$1,419.95	\$73,837.40	\$41.18	\$1,441.30	\$74,947.60	\$41.69	\$1,459.15	\$75,875.80
48 months	\$41.96	\$1,468.60	\$76,367.20	\$42.59	\$1,490.65	\$77,513.80	\$43.12	\$1,509.20	\$78,478.40

**Group 12 (200 series)**  
**Web Infrastructure Architect**

**Senior IT Infrastructure Specialist**

<b>Group 12 (200 series) 40 Hrs</b>	<b>1-Jan-18</b>			<b>1-Jan-19</b>			<b>1-Jan-20</b>		
	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
<b>Start</b>	\$39.18	\$1,567.20	\$81,494.40	\$39.77	\$1,590.80	\$82,721.60	\$40.27	\$1,610.80	\$83,761.60
12 months	\$40.57	\$1,622.80	\$84,385.60	\$41.18	\$1,647.20	\$85,654.40	\$41.69	\$1,667.60	\$86,715.20
24 months	\$41.96	\$1,678.40	\$87,276.80	\$42.59	\$1,703.60	\$88,587.20	\$43.12	\$1,724.80	\$89,689.60

36 months	\$43.46	\$1,738.40	\$90,396.80	\$44.11	\$1,764.40	\$91,748.80	\$44.66	\$1,786.40	\$92,892.80
48 months	\$44.91	\$1,796.40	\$93,412.80	\$45.58	\$1,823.20	\$94,806.40	\$46.15	\$1,846.00	\$95,992.00

**Group 12 (300 series)**

**Lead Game Developer**

**Lead Web & Mobile Developer**

Group 12 (200/300 series)	1-Jan-18			1-Jan-19			1-Jan-20		
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Start	\$39.18	\$1,371.30	\$71,307.60	\$39.77	\$1,391.95	\$72,381.40	\$40.27	\$1,409.45	\$73,291.40
12 months	\$40.57	\$1,419.95	\$73,837.40	\$41.18	\$1,441.30	\$74,947.60	\$41.69	\$1,459.15	\$75,875.80
24 months	\$41.96	\$1,468.60	\$76,367.20	\$42.59	\$1,490.65	\$77,513.80	\$43.12	\$1,509.20	\$78,478.40
36 months	\$43.46	\$1,521.10	\$79,097.20	\$44.11	\$1,543.85	\$80,280.20	\$44.66	\$1,563.10	\$81,281.20
48 months	\$44.91	\$1,571.85	\$81,736.20	\$45.58	\$1,595.30	\$82,955.60	\$46.15	\$1,615.25	\$83,993.00

**Group 13 (200/300 series)**

**Team Lead Media Engineer**

Group 13 (200/300 series)	1-Jan-18			1-Jan-19			1-Jan-20		
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Start	\$41.96	\$1,468.60	\$76,367.20	\$42.59	\$1,490.65	\$77,513.80	\$43.12	\$1,509.20	\$78,478.40
12 months	\$43.46	\$1,521.10	\$79,097.20	\$44.11	\$1,543.85	\$80,280.20	\$44.66	\$1,563.10	\$81,281.20
24 months	\$44.91	\$1,571.85	\$81,736.20	\$45.58	\$1,595.30	\$82,955.60	\$46.15	\$1,615.25	\$83,993.00

36 months	\$46.49	\$1,627.15	\$84,611.80	\$47.19	\$1,651.65	\$85,885.80	\$47.78	\$1,672.30	\$86,959.60
48 months	\$48.07	\$1,682.45	\$87,487.40	\$48.79	\$1,707.65	\$88,797.80	\$49.40	\$1,729.00	\$89,908.00

**19.2** The rates in the foregoing schedules are minimum and nothing shall prevent the Authority from paying more than minimum rates.

**19.3** It is understood that Hourly Rate of Pay is the official rate. The following computation of hourly rates into weekly and annual salary rates is for reference purposes only.

Weekly = Hourly Rate multiplied by **35 hours for 200 & 300** series classifications

Weekly = Hourly Rate multiplied by **40 hours for 100** series classifications

Annual = Weekly Rate multiplied by 52

## **ARTICLE 20**

### **Effective Date and Duration**

**20.1** This Agreement commences on the 1<sup>st</sup> day of January, 2018 and remains in force until the 31<sup>st</sup> day of December, 2020 and from year to year thereafter. 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.

**20.2** Upon receipt of notice from either party of a desire to negotiate a new Agreement as provided in Article 20.1, 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.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 2<sup>nd</sup> day of December 2017.

**The Ontario Educational Communications Authority:**

\_\_\_\_\_  
Jennifer Hinshelwood  
VP, People & Culture

\_\_\_\_\_  
Julia Vrabec  
Director, Labour & Employee Relations

\_\_\_\_\_  
Mara Tramontin  
Director, Program Business Management

**Unifor Local 72M:**

\_\_\_\_\_  
Steven Pinchuk  
President, Unifor Local 72M

\_\_\_\_\_  
Liz Marzari  
Unifor National Representative

\_\_\_\_\_  
Seema Mitchell  
Representative, Unifor Local 72M

\_\_\_\_\_  
Jeff Kucera  
Representative, Unifor Local 72M

\_\_\_\_\_  
Tina Zavagno  
Representative, Unifor Local 72M



## **LETTER OF UNDERSTANDING # 1**

### **PARTIAL SHUTDOWN**

The parties agree, notwithstanding the provisions of Article 13, 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 13 will apply.
2. As part of its advice in #1 above, the Authority shall notify the Union and employees of the employee groups which will not be included as part of the partial shutdown and the number of employees in the exempted groups which will be needed to continue to provide service during the shutdown period.
3. The partial shutdown as described herein shall not exceed a block of five (5) consecutive working days during Christmas-New Year.
4. For such shutdown, employees who are not required to work may apply annual leave entitlements, accumulated vacation credits, banked time 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.
5. The half day off for Christmas Eve and New Year's Eve as provided for in Article 13.1.2 may be scheduled as one full day off as part of the partial shutdown period.

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

Dated this 16<sup>th</sup> day of November, 2017

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For the Authority

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For the Union

## **LETTER OF UNDERSTANDING # 2**

### **BROADCAST DISTRIBUTION AND CLIENT TRANSMITTER MAINTENANCE SERVICE CONTRACTS**

This is to confirm the understanding between the Authority and UNIFOR Local 72M that should there be a lawful strike as defined by the Ontario Labour Relations Act between the Authority and UNIFOR Local 72M, UNIFOR Local 72M members in Broadcast Distribution will continue, during such a strike, to honour the contractual commitments between the Authority and its clients as they relate to servicing transmitter sites.

Specifically, the Authority's Transmitter Technicians will:

- i) continue to perform corrective, preventative and emergency maintenance of the client transmitters. All routine duties, such as "On-Call" assignments, reports, etc., related to client transmitters, would be unaffected by a strike;
- ii) continue to have access to the Authority's transmitter sites, vehicles, test equipment, etc.;
- iii) continue to receive regular pay and be covered under the terms and conditions of the Collective Agreement until a renewal Collective Agreement is in place notwithstanding a labour dispute between the parties; and
- iv) not carry out preventative, corrective or emergency maintenance of the Authority's transmitters.

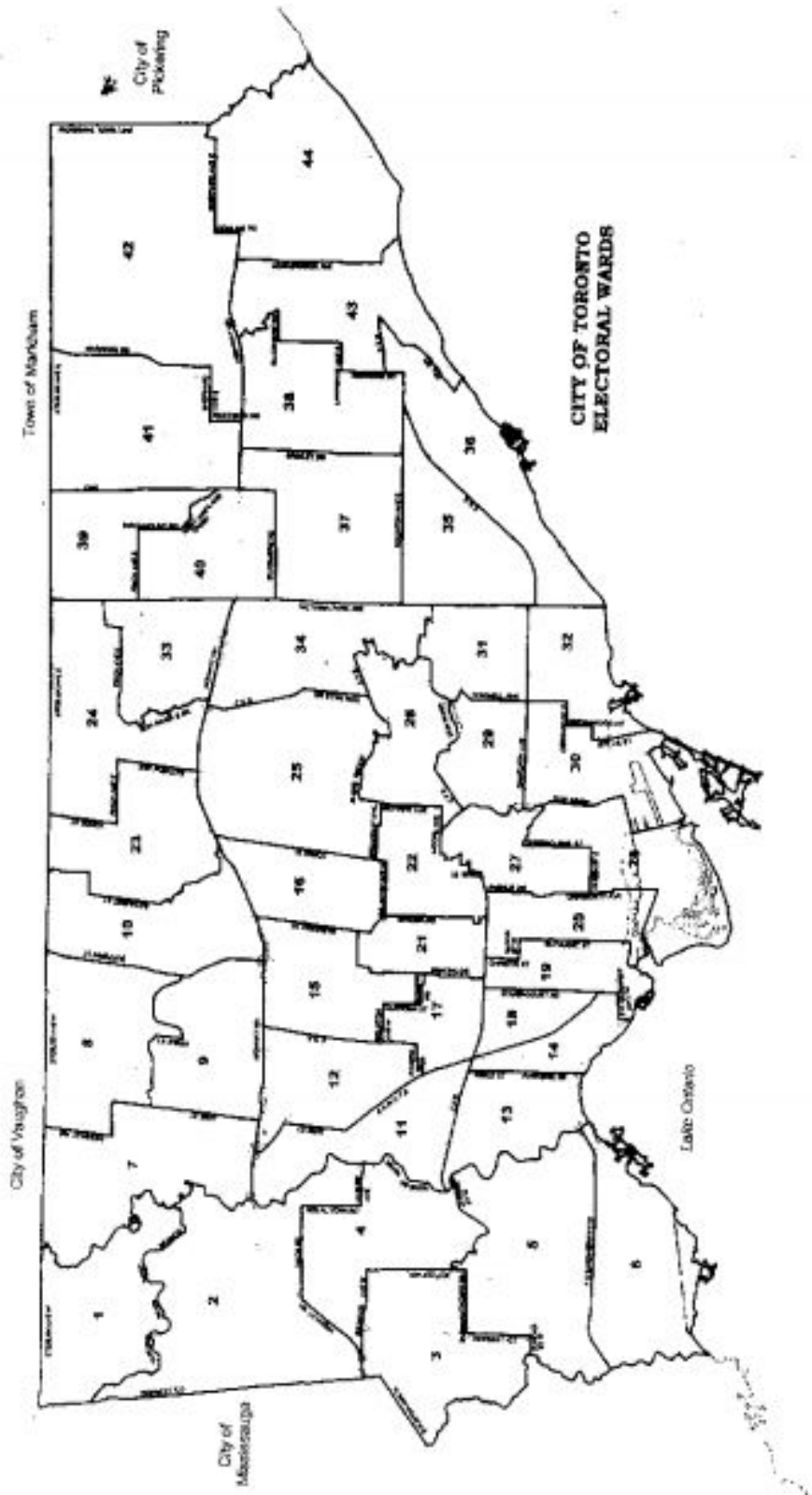
Dated this 14<sup>th</sup> day of November, 2017

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For the Authority

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For the Union



**LETTER OF UNDERSTANDING #3**

**CONTRACT, STAFF AND FREELANCE UTILIZATION**

The parties (The Ontario Educational Communications Authority and UNIFOR Local 72M) agree to form a joint committee to review the contract, staff and freelance utilization of the Authority during the term of this Agreement, and on a regular basis thereafter to ensure compliance with the terms of this Agreement and the understanding of the parties thereto.

For its part, the Union agrees that the use of temporary contract employees in accordance with Article 2.3.2 to fill positions during the course of the television production season is a normal business practice associated with television production.

In respect to the use of freelance workers, the Union agrees that management shall have the discretion to hire freelance workers or contract employees to fill short-term staffing requirements within the categories where these workers/employees are currently utilized. The Authority agrees that it will limit the hiring of freelance workers to a particular project or projects of no more than sixty (60) consecutive working days. Where the Authority intends to hire to fulfill a requirement of more than sixty (60) consecutive working days, or where such requirement extends beyond this limit, it agrees that such hires shall be employed under the terms of this agreement.

Dated this 14<sup>th</sup> day of November, 2017

\_\_\_\_\_  
For the Authority

\_\_\_\_\_  
For the Union

**LETTER OF UNDERSTANDING # 4**  
**TRANSITION AND REORGANIZATION**

The parties recognize that during the life of this Collective Agreement, the Ontario Educational Communications Authority (“the Authority”) will be going through transition and reorganization.

The Authority recognizes that Unifor, Local 72M ("the Union") has a legitimate interest in the future of the organization and will play a significant part in meeting the challenges ahead. The Union recognizes that it must address the legitimate needs of the Authority as the organization moves forward with change. Both parties acknowledge and accept that any initiatives must take place in a spirit of good faith and co-operation that has historically characterized their relationship.

With regard to long-term restructuring objectives that are, or may be identified in the annual budgets of the Authority, during the term of the Collective Agreement, the parties agree that the following provisions will apply for the life of the Collective Agreement. Once the three year strategic plan and the annual budget plans are developed and approved, the Authority agrees to review with the Union those matters which will impact bargaining unit employees.

**I. Contracting Out:**

1. Where the Authority believes that contracting out is an option it will meet with the Union prior to contracting out the areas referenced above to provide details of the business plan and to discuss the goals and objectives that can be achieved. Both the Union and the Authority agree that the content of such discussions will be kept confidential.
2. Should the Authority proceed with contracting out, it is agreed that no staff employee will be laid off or suffer a reduction in salary as a direct result of such contracting out. The Union and the Authority will work together to ensure and secure alternative employment for any employee affected by contracting out. Affected employees

may be redeployed into an existing vacancy or reassigned into another position at the discretion of the Authority. It is recognized that a short period of familiarization or reasonable training in the new classification may be required. The redeployment/reassignment shall be to a position in the organization which is compatible with the employee's skills and abilities and/or occupational qualifications. The Authority will not exercise its discretion in an arbitrary, discriminatory or bad faith manner.

3. Where an employee directly affected by contracting out elects to leave the organization or where, in the opinion of the Authority, another employee's decision to leave the organization will prevent the loss of a job of an employee directly affected by contracting out, such employee will receive the following, whichever is greater:
  - a) severance equal to the sum of one (1) weeks salary for each six (6) months of service, and educational funding equal to one (1) week's salary for each year of service, prorated for partial years; or
  - b) severance equal to the amount of any Authority severance program in effect at the time of the employee's displacement.
4. The Union agrees to waive the provisions of Article 9.1.1 and the posting requirements of Article 8.2 in respect of the preceding.

## **II. Technological Change:**

Where the Authority believes that Technological Change is required to meet its objectives, which will affect employee(s) within the bargaining unit, it shall proceed in accordance with the provisions of Article 9.2 et al of the Collective Agreement, unless, in respect of Article 9.2.2 it determines that such change shall be implemented sooner than six (6) months as provided and/or without the implementation of a layoff. In such instance, the following shall apply:

1. The Union agrees to waive the provisions of Article 9.2.2.
2. The Union and the Authority will work together to ensure and secure alternative employment for any employee affected by technological change. Affected employee(s) may be redeployed into an existing vacancy or reassigned into another position at the discretion of the Authority. It is recognized that a short period of familiarization or reasonable training in the new classification may be required. The redeployment / reassignment will be to a position in the organization which is compatible with the employee's skills and abilities and/or occupational qualifications. The Authority will not exercise its discretion in an arbitrary, discriminatory or bad faith manner.
3. Where an employee directly affected by technological change elects to leave the organization or where, in the opinion of the Authority, another employee's decision to leave the organization will prevent the loss of a job of an employee directly affected by technological change, such employee will receive the following, whichever is greater:
  - a) severance equal to the sum of two (2) weeks salary for each six (6) months of service prorated for partial years to a maximum of eighteen (18) months of annual salary;
  - or
  - b) severance equal to the amount of any Authority severance program in effect at the time of the employee's displacement.
4. The Union agrees to waive the posting requirements of Article 8.2 in respect of the preceding.



Other Changes:

The parties recognize that, in the spirit of this Letter, some further changes to the organization, which cannot presently be identified, may be necessary. Therefore, the parties agree to consider further accommodation during the term of this Collective Agreement as may be necessary in the transition and re-organization of the Authority.

Dated this 10<sup>th</sup> day of January, 2018.

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For the Authority

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For the Union

**LETTER OF UNDERSTANDING # 5**

**RE-ENGAGEMENT OF FORMER LOCAL 72M EMPLOYEES**

Former Local 72M employees who return to provide periodic service to the Authority, and do not work as UNIFOR Local 700 freelancers as defined by this Agreement, shall be employed in accordance with Article 2.3.2 under this Collective Agreement.

Dated this 14<sup>th</sup> day of November, 2017

\_\_\_\_\_  
For the Authority

\_\_\_\_\_  
For the Union

**LETTER OF UNDERSTANDING #6**  
**SCHEDULING OF ANNUAL VACATION**  
**DURING SUMMER PRODUCTION HIATUS**

In order to address the issue of stand-by time in the broadcast operations area during the production hiatus, employees will be encouraged to take as much vacation as possible in that time period. At a minimum, employees will be required to take vacation in accordance with the schedule below.

<u>Vacation Entitlement</u>	<u>Amount to be used During Summer Production Hiatus</u>
6 Weeks	4 Weeks
5 Weeks	3 Weeks
4 Weeks	2 Weeks
3 Weeks	1.5 Weeks

The above applies to employees in Post Production (Edit, Audio-Post, Graphics) and Studio/Field Production Crews. The parties agree to review progress in the Joint Labour/Management Committee Meetings. Exceptions to the above must be authorized by the Authority.

Dated this 10<sup>th</sup> day of January, 2018.

\_\_\_\_\_  
For the Authority

\_\_\_\_\_  
For the Union

**LETTER OF UNDERSTANDING # 7**

**MEETINGS SCHEDULE FOR UNION BUSINESS**

The parties recognize that it is mutually beneficial to prearrange scheduled dates for the purpose of meeting with management with respect to the administration of the Collective Agreement. This need for structure arises given the time constraints and work schedule of the Local President from time to time.

The schedule to be set each year, will designate one half day per month from September to June to meet with management for a total of five (5) days of the twenty-five (25) days allocated under Article 4.6.1. The meetings will include; Joint Labour Management, Grievance, Contract, Freelance Utilization and meetings dealing with other issues that may arise from time to time. To the extent practicable, the parties will attempt to deal with issues on the scheduled days. To this end, the parties acknowledge the need for flexibility with respect to timelines specified in the Collective Agreement.

It is understood that the need may arise for other ad hoc meetings.

At every meeting anticipated activities or issues for the coming month will be identified for planning purposes and to assess if the time allotted is appropriate. In the event that the parties decide to cancel the meeting the supervisor will be notified no later than 1700 hours of the second last working day prior to the day in question.

The above arrangement will be in effect for the term of the Collective Agreement.

Dated this 14<sup>th</sup> day of November, 2017

\_\_\_\_\_  
For the Authority

\_\_\_\_\_  
For the Union

## **LETTER OF UNDERSTANDING # 8**

### **PROCESS & TECHNOLOGY EMPLOYEES**

The parties agree to the following with respect to work arrangements to facilitate computer equipment maintenance.

1. The positions of I.T. Infrastructure Specialist and Network Administrator will continue to work a forty (40) hour work week.
2. Employees in these positions shall continue to be considered as 200 Series employees in respect of the scheduling of days off, with Saturday and Sunday as regular days off.

In order to facilitate computer equipment maintenance to be performed at times that are convenient to the organization, the work schedules for these positions will be recognized as being “open structured”. If no revised schedule is assigned by 1200 hours of the employee’s last working day, the employee’s regularly assigned schedule of work will apply. When notice of change of hours is not received as required herein, the employee shall be credited with all hours originally assigned plus any additional hours. Any addition to these open-structured hours will be paid in accordance with Article 15.6. All other clauses of Article 15.3 shall not be applicable to these positions.

3. As in the past, when unexpected or emergency maintenance is required to be performed on days off the employees shall be remunerated in accordance with Article 15.7.
4. The parties agree to discuss any other organizational needs that may arise.

Dated this 14<sup>th</sup> day of November, 2017

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For the Authority

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For the Union

**LETTER OF UNDERSTANDING #9**  
**SENIOR DEVELOPMENT OFFICERS (SDO)**  
**AND SALES EXECUTIVES**

The parties agree that the SDOs and Sales Executives, excluding the SDO Direct Response, will be converted to staff and eligible to all staff benefits including participation in the pension plan.

The Authority and the Union agree that for the life of the agreement, July 1, 2008 to June 30, 2012 the termination rights contained within the Collective Agreement shall not apply. The Authority, at its discretion, may terminate the employment of a Senior Development Officer and Sales Executive for cause that may include reorganization of work, failure to achieve departmental objectives or other organizational change. In accordance with the above, the Union agrees to waive articles 8.3, 8.4, 8.5, and 8.6. In the event that the Authority terminates the employment of an employee in this classification the following notice and severance provisions will apply:

- i) a minimum of six (6) weeks' notice or pay in lieu of notice
- ii) severance pay in accordance with the Letter of Understanding Transition and Reorganization – Section II, paragraph 3.

Dated this 14<sup>th</sup> day of November, 2017

\_\_\_\_\_  
For the Authority

\_\_\_\_\_  
For the Union

## **LETTER OF UNDERSTANDING # 10**

### **PERFORMANCE MANAGEMENT**

1.0 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.

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

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

The Performance Management process should:

- provide individual performance planning and joint clarification of performance expectations to enhance individual and organizational performance. This will include discussion of the performance criteria in this Article.
- 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.



1.2 During the process the employee and his/her supervisor (or designated supervisor) will discuss the employee's career potential and aspirations, how the employee contributes to the Authority's objectives, and how the employee meets the performance criteria hereto. They may also identify training and development requirements that may be provided during the year in order to meet or exceed objectives.

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

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

1.4 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.

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

1.7 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 performance management 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 that participation in the process has been unreasonable.

1.8 The Joint Union/Management committee will meet to:

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

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

Dated this 16<sup>th</sup> day of November, 2017

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For the Authority

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For the Union

**LETTER OF UNDERSTANDING #11**  
**PERFORMANCE IMPROVEMENT PLAN**

The parties recognize that during the life of this Collective Agreement, the Ontario Educational Communications Authority (“the Authority”) will introduce a Performance Improvement Plan (PIP) based on the understanding that an employee, given clear direction and support, has the right to improve his or her performance. When an employee is not working at a satisfactory level of performance he/she will be given reasonable time and assistance to improve.

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

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

Where it is identified that the employee still has an unsatisfactory level of performance and needs improvement, the employee’s manager will notify the employee in writing that the formal Performance Improvement Process will begin in five (5) business days. This written notification will be delivered no more than one (1) month after the initial meeting described in the first paragraph above.

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

The steps of the formal Performance Improvement Process are described below:

At the first meeting in the formal Performance Improvement Plan process, the manager will provide a written version of the duties, responsibilities and requirements of the employee’s job. The areas where improvements are required will be clearly identified to the

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

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

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

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

- Vacant Permanent positions at the same or lower salary levels will be canvassed. If such a vacancy is found and if the employee meets the criteria in accordance with Article 8.2.1 he/she will be placed in the vacancy without posting the position. In the event of a placement at a lower salary classification, the employee will be placed on the salary scale of the lower classification at the step closest to not more than the employee's salary in the current classification.
- If a position is found but refused, or if no position is found, the employee will be laid-off in accordance with notice and severance provisions of Article 8.4 (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 after twenty-four (24) calendar months of the end date of the Plan.

It is understood that this process does not apply to:

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

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

Dated this 16<sup>th</sup> day of November, 2017

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For the Authority

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For the Union

**LETTER OF UNDERSTANDING # 12**

**Between**

**TVO and UNIFOR**

**Re: Tripartite Process**

UNIFOR, Local 72M agrees to participate in a tripartite process with representatives of TVO and CMG 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.

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 CMG.

Dated this 14<sup>th</sup> day of November, 2017

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For the Authority

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For the Union

**LETTER OF UNDERSTANDING # 13**

**Between**

**TVO and UNIFOR**

**Re: Benefits Review**

UNIFOR, Local 72M agrees to participate in a process with representatives of TVO to review employee benefits with a view to optimizing benefits and containing costs.

It is agreed that it is in the best interest of all parties to address these issues in good faith and to seek mutually agreeable solutions in an open and cooperative manner in the spirit of the collective agreement.

Dated this 14<sup>th</sup> day of November, 2017

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For the Authority

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For the Union

## **LETTER OF UNDERSTANDING # 14**

**Between**

**TVO and UNIFOR**

### **Re: Job Evaluation**

1. TVO will create a repository on the intranet for job descriptions that will include the job purpose statement, duties and responsibilities.
2. If the job changes during the term of the agreement then the description on the intranet will be updated.

### Process for Job Evaluation

#### Amendments to existing jobs:

1. Job Information Questionnaires are to be submitted to the Director, Compensation & Benefits.
2. The co-chairs of the Joint Job Evaluation Committee (“the Committee”) will make a decision as to whether or not the job goes to the full Committee for evaluation within 30 days of the fully completed and signed off questionnaire being received by T & E.
3. The Committee will meet every two months other than July & August.
4. Amended jobs will be reviewed by the full Committee within 6 months of the co-chairs agreeing that a job should go to the full Committee.

#### New Jobs:

1. The Director, Compensation & Benefits will do an “ad-hoc” evaluation to determine the grade level and will notify the Union of the result.
2. New jobs will be reviewed by the full Committee within 6 months of receipt of the fully completed and signed-off questionnaire



Retroactive Pay (Amended and New Jobs) will be calculated based on the date that the fully completed and signed-off questionnaire is received by T & E and the employee is performing the job.

Dated this 14<sup>th</sup> day of November, 2017

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For the Authority

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For the Union

**LETTER OF UNDERSTANDING # 15**

**Between**

**TVO and UNIFOR**

**Re: Job Summaries**

It is agreed that it is in the interest of the parties that the job summaries in Appendix B accurately reflect the duties of the job. Unifor Local 72M and TVO commit to reviewing and updating the job summaries during the course of this agreement.

Dated this 16<sup>th</sup> day of November, 2017

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For the Authority

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For the Union

**LETTER OF UNDERSTANDING #16**

**PENSION PLAN**

The parties recognize that the Public Service Pension Plan (“PSPP”) will replace the current TVO Staff Pension Plan (DB & DC) effective January 1, 2018 and participation in the Staff Pension Plan will cease effective December 31, 2017.

All employees will commence participation in the Public Service Pension Plan (“PSPP”) effective January 1, 2018 and will be required to contribute to the PSPP in accordance with the PSPP terms and guidelines. Pension statements will be provided within these guidelines.

Until such time as the asset transfer has been approved, any employee who chooses to retire, after January 1, 2018 and prior to the transfer of assets will retire under the TVO Staff Pension Plan for service up to December 31, 2017. These employees will additionally receive their PSPP benefit for the time between January 1, 2018 to their retirement date.

The DC plan will close once the asset transfer has been completed and employees will be provided with the options available to them regarding their existing DC account balances.

Dated this 11<sup>th</sup> day of January, 2018.

\_\_\_\_\_  
For the Authority

\_\_\_\_\_  
For the Union

**ATTACHMENT # 1**

**Re: Article 15**

I/We the undersigned employee(s) request a change in scheduled shifts as follows:

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I/We agree to waive scheduling and turnaround penalties as provided in the UNIFOR/OECA Collective Agreement that may arise as a result of the requested change in shifts.

Approved \_\_\_\_\_

Date \_\_\_\_\_

Employee \_\_\_\_\_

Employee \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT # 2**

**Application for Pregnancy and Parental Leave**

Date \_\_\_\_\_ Name \_\_\_\_\_

Department \_\_\_\_\_

Leave desired from \_\_\_\_\_ to \_\_\_\_\_

Date of intended return to work \_\_\_\_\_

Conditions:

1. The Authority will continue to pay the cost of the following benefits for the above period: Group Life Insurance, Extended Health Care Plan, Accidental Death and Dismemberment, Dental and Vision Care and LTD.

2. If the employee fails to return to work for a period of at least four (4) months, the employee shall reimburse the Authority for all payments made by the Authority pursuant to Condition 1 and pursuant to Article 11.2 (a) and (b), and the Authority may apply any monies which it holds to the benefit of the employee to reduce the amount to be reimbursed to the Authority.

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

Employee \_\_\_\_\_

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

The Ontario Educational Communications Authority

Per \_\_\_\_\_

### **ATTACHMENT # 3**

#### **TVO Medical Certificate (Sample)**

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

**Director, Compensation & Benefits  
People & Culture  
TVO, 2180 Yonge Street  
5<sup>th</sup> Floor  
Toronto, Ontario M4T 2T1**

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

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

**ATTACHMENT # 4**

**TVO Medical Release (Sample)**

1. I, \_\_\_\_\_, authorize my treating physician, Dr. \_\_\_\_\_, who is responsible for my treatment during my current illness, to release the required information concerning the same to the Director, Compensation & Benefits - who is responsible for the administration of TVO's benefit plans.

2. I further authorize my treating physician and the Director, Compensation & Benefits, to release full and complete information concerning my health to a physician named by TVO should an independent medical examination and assessment be required by TVO.

I understand that should such an examination be deemed necessary, I must present myself at the appointed time to the physician named by TVO.

I understand that the procedures outlined in Section 1 and/or 2 above may be necessary to assess my eligibility for salary continuance under various TVO benefit plans and procedures and that any failure to comply on my part may jeopardize by benefits.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Signed original to: Treating Physician  
Director, Compensation & Benefits

Copy to: Employee

## APPENDIX A

### CLASSIFICATIONS AND JOB TITLES

**The parties acknowledge that Appendix A may be out of date / inaccurate. Classifications and Job Titles are currently under review and in the process of being updated.**

The following titles reflect classification reorganization:

<b>Series</b>	<b>Classification</b>	<b>Job Title</b>
100	102 (A)	Ops Technician
100	105 (A)	Video Editor
100	110 (A)	Technical Producer
100	112 (B)	Media Engineering Specialist
100	113	Team Leader Media Engineering
100	115 (A)	Props/Wardrobe And Design
100	115 (B)	Sr. Props/Wardrobe And Design
100	117 (B)	Sr. Makeup Artist
100	119	Regional Transmitter Technician
100	120 (A)	Sr. Regional Transmitter Technician
100	120 (B)	Transmission Officer
100	122	Graphic Designer
100	124	Graphic Designer Broadcast
100	125	Production Support Coordinator
100	126 (A)	Production Assistant
100	126 (B)	Sr. Production Assistant
100	129 (B)	Systems Administrator
100	134	Lead Media Service Operator
100	136	Media Services Operator - AODA
100	137	Media Platform Specialist
100	140	Sr. Audio Technician - Audio Post/Studio
100	145	Broadcast Engineering Specialist
100	146	Multi Skilled Operations Technician
100	147	Lead Multi Skilled Operations Technician



<b>Series</b>	<b>Classification</b>	<b>Job Title</b>
200	203	Stock And Inventory Clerk/Shipping
200	203 (B)	Shipping Receiving And Print Clerk
200	211	Support Desk Analyst
200	214	Systems Analyst
200	214 (B)	Quality Assurance Analyst
200	219	Media Services Operator (40)
200	220	Customer Service Representative
200	223	Production Unit Assistant
200	226	Clerk
200	237	Office Services Coordinator
200	239	Independent Production Officer
200	246 (A)	Purchasing Officer
200	248 (A)	Scheduling Officer
200	248 (D)	Sr. Scheduling Officer / Team Lead
200	251	Jr Accountant
200	252	Intermediate Accountant Pension/Treasury
200	253	Sr. Accountant
200	254	Sr. Clerk (Membership)
200	255	Associate Marketing And PR
200	256	Acquisition Contract Officer
200	257	Coproduction Acquisition Officer
200	264	TVO Kids Relations Officer
200	266	Membership Revenue Administrator
200	267	GED Assistant
200	268	GED Coordinator
200	269	Editor
200	269 (F)	Bilingual Editor
200	270 (B)	Outreach Support Officer
200	271	Courseware Coordinator
200	272 (C)	Ontario Math Curriculum Specialist
200	272 (D)	Administrative Services Officer

200	275	Education Production Specialist
200	280	New Media Analyst
200	284	Coordinator EMMA
200	284 (B)	Enterprise Media Management Systems Administrator
200	285 (B)	Sr. Analyst Data Analytics
200	286	Sr. Systems Analyst (40)
200	287	Resource Coordinator
200	288	Web Infrastructure Architect
200	289	IT Infrastructure Specialist
200	289 (B)	Sr. Infrastructure Specialist
200	290	Revenue System Administrator
200	291	Acquisitions/Co-production Contract Officer
200	293 (B)	Contracts And Asset Administrator
200	294 (B)	Sr. Business Analyst
200	295	Service Lifecycle Lead
200	296	Media Coordinator
200	296 (B)	Marketing Creative Scheduling Specialist
200	297	Media Researcher Archivist
200	297 (B)	Media Researcher Education

<b>Series</b>	<b>Classification</b>	<b>Job Title</b>
300	309	Sr. Information Officer
300	312 (A)	Development Officer Annual Giving And Direct Response
300	312 (A)	Development Officer Major Gifts And Estates
300	312 (A)	Development Officer Sponsorship And Events
300	312 (B)	Sr. Development Officer
300	315 (B)	New Media Specialist II UI/UX Designer
300	315 (C)	Interactive Media Specialist
300	327	Lead Game Developer

300	323 (B)	Education Officer
300	327	Lead Web And Mobile Developer
300	328	Sr. Game Developer
300	328	Sr. Web And Mobile Developer
300	330	Public Relations Specialist
300	331	Corporate Communications Specialist
300	332	Social Media Specialist
300	333	Sr. Corporate Communications Specialist
300	334	Quality Assurance Lead
300	335 (B)	Sr. User Experience Designer
300	336	Game Designer
300	337	Interactive Illustrator

## APPENDIX B

### **JOB SUMMARIES**

**The parties acknowledge that these Job Summaries may be out of date / inaccurate. Job Summaries are currently under review and in the process of being updated.**

102(a) Operations Technician - Group "6"

Sets up, operates, and may effect minor adjustments to video and audio equipment, i.e., video tape machines, cameras, lighting, audio record and playback machines, microphones, switching video control devices including character generators and other related facilities necessary for program production, rehearsal, editing, packaging, dubbing, including the dubbing of computer software, preview, audition, archiving, on-air presentation and performs other directly related duties.

105 Video Editor - Group "9"

In addition to the duties in 102(a), may direct new and less experienced technicians; may perform complex "rough", "fine" and "final" cut editing with or without direction; may be assigned exclusively to a production and required to attend production meetings; may advise production personnel as to the most efficient manner to achieve the best possible results; may operate digital video effects devices; may be required to operate micro computers for the purpose of E.D.L. management and other video editing utility programs; may be required to operate graphic and character generation equipment.

110 Technical Producer - Group "11"

Under the direction of the supervisor, and in addition to the duties in 102 (a) and 103, coordinates all technical aspects of productions in studios and on remote mobile locations. Works with production as a technical consultant and supplies all program technical requirements. Surveys locations as required. Knowledgeable in all technical functions and may be required to train other technical operations personnel. Relieves other technicians as required.

112(b) Media Engineering Specialist - Group "10"

In addition to the duties in 112(a), may direct new and/or less experienced technicians. Ensures stability, reliability and integrity of broadcast and production related hardware and software. Analyzes and resolves problems in a timely and accurate fashion. Configures servers and ensures optimal network connectivity. Conducts research on products, services, protocols and standards to remain current on broadcast industry developments.

113 Team Leader Media Engineering - Group "13"

In addition to the duties in 112(a) and (b) directs Maintenance and Senior Maintenance Technicians during their assignments.

115(a) Props/Wardrobe and Design - Group "5"

Under the direction of the Producer/Director, assists with planning the stylistic approach to the design of props/wardrobe for productions. Performs Props/Wardrobe functions, including the acquisition and operation of props; the design, construction and/or acquisition of wardrobe requirements, including fittings, alterations, repairs, general maintenance, washing, inventory and dry cleaning. May be required to assist other production personnel. May be required to maintain props and/or wardrobe inventories during and following productions and drive Authority vehicles associated with the productions. Performs other directly related duties.

115(b) Senior Props/Wardrobe and Design - Group "10"

In addition to the duties in 115(a) may be required to direct new and/or less experienced props/wardrobe persons.

117(b) Senior Make-up Artist - Group "7"

In addition to the duties in 117(a) may be required to direct new and/or less experienced make-up artists.

119 Regional Transmitter Technician - Group "9"

Ensures the continuous safe operation of broadcasting transmitter(s) throughout the region in accordance with Authority standards, by setting up, installing, inspecting, analyzing and reporting on the condition of transmitter(s), equipment and vehicles, and performing routine and emergency maintenance on all types of technical and mechanical equipment and vehicles. May be required to direct new and/or less experienced Transmitter Technicians. May be required to perform other directly related duties.

120(a) Senior Regional Transmitter Technician - Group "10"

In addition to the duties of 118 and 119, directs/coordinates Regional Transmitter Technicians and Transmitter Technicians in the performance of their assignments and performs other directly related duties.

120(b) Transmission Officer - Group "11"

In addition the duties of 119 and 120(a), provides technical and administrative coordination within each region. Coordinates with outside contractors in activities authorized by the Authority and exercises some purchasing and budgetary discretion.

122 Graphic Designer - Group "9"

In association with clients, conceptualizes original design and communications solutions for print materials, promotional elements, direct mail campaigns, logo design/branding, and corporate publications. Creates original artwork; utilizes design software and hardware to prepare electronic artwork. Liaises with clients and/or department managers. Coordinates with writers, publicists, editors, and others. May perform other directly related duties.

124 Graphic Designer – Broadcast - Group "9"

In association with producers, develops concepts for logos, openings and bumpers for new and current programs. Animates show openings and bumpers, concepts within programs. Liaises with producers and directors, editors and Chyron operators. Coordinates with technical staff and vendor support staff on computer system maintenance and software upgrades. May perform other directly related duties.

125 Production Support Coordinator - Group "4"

When assigned to production(s) performs skilled secretarial and clerical functions including word processing, transcription, research, production/telecue scripts, expenses, release forms. Gathers information from the production team to generate PDIs, CIMs, Music and Stills Clearance Sheets, Call Sheets, schedules, etc. Maintains production files and tape stock. Assists the production team in the studio and on location (wrangler, greets guests, craft services, chyron). Performs other directly related duties.

126(A) Production Assistant - Group "6"

As the assistant to the Producer/Director/Series Producer, initiates the preparation of copyright forms, requisitions, shooting schedules, ordering of audio and videotape stock and the preparation and circulation of a production schedules. Responsible for scripts and script breakdowns, program timings, continuity, edit scripts, shot lists and release forms. Assists in the preparation for, and may be present during editing and sound mixing sessions. Assists, as required, in research, selection of audio and visual elements and location surveys. May perform other directly related duties.

126(B) Senior Production Assistant - Group "8"

In addition to the duties in 126(a), may direct the activities of new and/or less experienced Production Assistants.

129(B) Systems Administrator - Group "9"

In addition to the duties in 209(a), may direct the activities of new and/or less experienced Computer Operations Technicians.

134 Lead Media Services Operator – Group “10”

Responsible for the “On Air” and “On-Line” presentation (playback) and signal monitoring of the automated control center (Master Control). Routes record signals for live productions, amends automation files and branding instructions, ensuring closed captioning and descriptive video. Takes necessary actions to correct any problems, and reports all faults according to procedures. Digitizes and ingests content from multiple sources, updates and confirms meta-data regarding technical characteristics of media files using the Digital Asset Management System.

136 Media Services Operator - AODA – Group “9”

Expert user of a wide range of software and hardware tools providing video encoding, publishing, DVD authoring and multi-format editing services. Prioritizes and organizes work in cooperation with others to ensure completion of assigned tasks. Sets-up, tests, launches and monitors “live” web streaming events working independently or with a Producer.

137 Media Platform Specialist Group “10”

In addition to 136, functions as the resident expert on the systems and operations of the multi-format suites and provides training to technicians. Documents and implements new tools, processes and procedures trouble shoots technical and operational problems. Primary technical liaison with internal clients and external partners or vendors, to ensure delivery and operational support of content for the various delivery platforms.

140 Sr. Audio Technician – Audio Post/Studio – Group “9”

145 Broadcast Engineering Specialist – Group “11”



- 146 Multi Skilled Operations Technician – Group “8”
- 147 Lead Multi Skilled Operations Technician – Group “10”
- 203 Stock and Inventory Clerk/Shipping - Group "2"  
Maintains, receives, records, issues, sets up and returns supplies, materials and portable assets such as typewriters, furniture, etc., for internal office use. Maintains and reports on stock control. Picks up, packs and arranges for shipping, according to standard procedures. May be required to coordinate and expedite customs clearances. May be required to drive Authority vehicles in the performance of inventory control and storage functions. May be required to move office furniture to individual offices. Performs other directly related duties.
- 203 (B) Shipping Receiving and Print Clerk – Group “4”
- 211 Support Desk Analyst - Group "6"  
As part of the IS team, installs, maintains and troubleshoots hardware and software for the Authority’s desktop micros, printers and related equipment. Demonstrates hardware and software to users and performs file transfers and translations across micro platforms. Performs other directly related duties.
- 214 Systems Analyst - Group "10"  
In addition to the duties of a Computer Programmer, applies structured systems analysis, and design to facilitate improvements in new and existing information technologies. In consultation with client groups, analyses problems, develops alternative solutions and recommends methods to streamline business processes and costs, and increase revenue. Liaises with contracted vendors to ensure delivery, installation, operation and support. Consults with clients to implement effective information technologies. Researches and evaluates technology solutions. Contributes to budget planning. Reports on progress to management and user groups. May be required to act as a project leader. May direct or coordinate the activities of new, or less

experienced Computer Programmers. Performs other directly related duties.

214 (B) Quality Assurance Analyst – Group “8”

219 Media Services Operator (40) – Group “8”

220 Customer Service Representative - Group "6"

Responds to customer (viewer, buyer, end-user) communications. Provides information, maintains and updates all customer databases, may process orders, prepare information for shipping of orders, and maintain inventory reports, and prepare cash balance sheets and other accounting forms. Performs other directly related duties.

223 Production Unit Assistant - Group "4"

Provides support services to the Production Manager by expediting production related items, receiving and relaying messages, meeting guests, etc. Inputs the production budget and performs reconciliations and analysis. May disburse production funds and act as Production Manager's designate. Performs other directly related duties.

226 Clerk - Group "1"

Performs record keeping, filing and other clerical functions, operates office equipment and performs other directly related duties.

237 Office Services Coordinator - Group "6"

Coordinates activities in Administrative Services so as to maintain essential building and office services. Coordinates office moves. Coordinates and oversees repairs of office equipment; schedules outside contractors. Coordinates ID card system; maintains key/card access database; issues and retrieves proximity cards. Maintains door keys and locks. Investigates security issues. May serve as backup for Reception, Print Shop or Shipping. Performs other directly related duties.

239 Independent Production Officer - Group "10"

Under the direction of the Commissioning Editor, administers and coordinates all aspects of series development, production and operations in the Documentary Unit. May initiate, coordinate and prepare statistical reports and summaries, and compile quarterly and annual reports. Coordinates and prepares information for internal and external presentations, and drafts procedural revisions as required. May organize regular meetings for staff and ensures timely dissemination of information and performs other directly related duties.

246(a) Purchasing Officer - Group "6"

Purchases on behalf of the Authority all goods and services as requested, and ensures that purchases are made in a manner consistent with approved policies and procedures. Contacts suppliers, places orders, negotiates contracts and prices to obtain best value for dollars spent, prepares activity reports and quarterly reports, determines tax status of each order, prepares and evaluates tenders, and performs other directly related duties.

248(A) Scheduling Officer - Group "7"

Develops the on-air programming schedule and makes time slot recommendations consistent with overall programming strategy. Confirms clearances prior to scheduling programming. Maintains files, completes scheduling log, inputs scheduling data to the centralized computer system, updates and communicates changes, as required. Provides programming information to Communications personnel and reviews publications to ensure accurate notification of air times. Performs other directly related duties.

248(D) Senior Scheduling Officer/Team Lead - Group "10"

In addition to the duties described in 248(a), may direct the activities of new and/or less experienced Scheduling Officers.

- 251 Junior Accountant - Group "6"  
Maintain fixed asset database, disposal of assets; performs monthly bank reconciliations, analysis of selected balance sheet accounts; maintains cash receipts register; performs banking activities; audits Talent payroll; inputs journal entries; replenishes petty cash and traveler's cheques. Performs Treasury wicket functions. Responsible for custody of cheques signature plates, cash and traveler's cheques. Performs other directly related duties.
- 252 Intermediate Accountant Pension/Treasury - Group "7"  
Prepares pension fund financial statements; coordinates pension plan audit, audits accounts payable cheques and membership tax receipts, perform reconciliation and analysis of selected balance sheet and revenue accounts, coordinates activities in Treasury, physical inventory count, monitors selected inventory accounts, tracks withholding tax, lease commitments, compiles control book reports, prepares daily cash position report, bank transfer letters and wire transfer instructions. Assists in preparation of financial statements. Assists other accounting staff as required and performs other directly related duties.
- 253 Senior Accountant - Group "9"  
In addition to the duties described in 252, reviews, prepares and analyzes internal and external financial statements, returns, reports and supporting schedules. Plans and coordinates month-end and year-end accounting activities, physical stock counts and reconciliations. Reviews and approves general ledger input and monthly control book. Liaises with internal and external clients. May direct new and/or less experienced accountants. Performs other directly related duties.
- 254 Senior Clerk (Membership) - Group "4"  
Performs skilled clerical and record keeping functions, operates specialized office equipment. Responds to members' queries and performs other directly related duties.
- 255 Associate Marketing & PR – Group “9”

- 256 Acquisition Contract Officer - Group "9"  
Purchases on behalf of the Authority programs as directed, and ensures that purchases are made in a manner consistent with approved policies and procedures. Negotiates contracts and prices to obtain best value for dollars spent, maintains records as required, and performs other directly related duties.
- 257 Coproduction Acquisition Officer - Group "9"
- 264 TVO Kids Relations Officer - Group "8"  
Under the direction of the Series Producer, coordinates all aspects of TVO Kids mail, tours, PR, contests and website. Supervises and evaluates interns/co-op students. Performs other directly related duties.
- 266 Membership Revenue Administrator - Group "5"  
Performs detailed record keeping and reporting functions related to membership revenues; including, data entry, donation administration, and database management.
- 267 GED Assistant – Group "5"  
Provides administrative and clerical support related to the GED testing services in Ontario. Schedules test, and notifies students of testing dates/locations, including contacting testing sites to make schedule adjustments. Provides customer service support to a variety of clientele including; teachers, social workers, parents, employers via fax, email, telephone or in person. Maintains confidential GED student records. Processes/scans confidential results. Responds to or redirects inquiries regarding GED testing policies & procedures.
- 268 GED Coordinator - Group "7"  
Maintains confidential candidate records. Oversees, trains, and provides direction in the duties of the GED Assistant. Processes and reconciles all testing fees and deposits. Contacts testing sites to make

schedule adjustments. Add candidates or arrange for special accommodation testing as required. Processes confidential results Responds to inquiries regarding GED testing policies & procedures including reviewing test applications. Coordinates activities of test supervisors and offsite testing. Performs other directly related duties.

269 Editor - Group “10”

Edits, rewrites ILC materials to ensure correct grammar usage, clarity and spelling consistency. Evaluates manuscripts for appropriate language reading levels and learning styles. Reviews manuscripts to ensure consistent style and language use; ensures courseware meets Ontario curriculum requirements and standards. Proofreads and approves courses prior to publication. Liaises with Instructional Designers, Publications Officers, Authors, Copyright Officers. Performs other directly related duties.

269 (F) Bilingual Editor – Group “10”

270 (B) Outreach Support Officer - Group “8”

271 Courseware Coordinator - Group “5”

Maintains computerized inventory of ILC course materials; monitors inventory levels and replenishes stock as required. Coordinates printing of courseware; examines page proofs for accuracy; verifies corrections. Performs other directly related duties.

272 (C) Ontario Math Curriculum Specialist – TBD

272 (D) Administrative Services Officer – Group “6”

- 275 Education Production Specialist – Group “7”  
Formats manuscripts and images using graphic design software to create ILC courses suitable for distance learning. Scans, manipulates, creates/crops photos, illustrations, charts, and diagrams. Organizes, researches and sources artwork used in courses. Performs other directly related duties.
- 280 New Media Analyst – Group “8”  
Ensures functionality of websites and live content. Checks written and graphic content, links and other assets for accuracy and consistency at a detailed level. Identifies, coordinates and implements formal/informal gathering of user feedback, including needs and gap analyses, usability studies, polls, surveys, emails, Chat Room Logs, website statistics, other measurements and tools. Performs other directly related duties.
- 284 Coordinator EMMA – Group “7”
- 284 (B) Enterprise Media Management Systems Administrator – Group “7”
- 285 (B) Sr. Analyst Data Analytics – Group “9”
- 286 Sr. System Analyst (40) – TBD
- 287 Resource Coordinator – Group “6”
- 288 Web Infrastructure Architect – TBD
- 289 IT Infrastructure Specialist – TBD
- 289 (B) Sr. Infrastructure Specialist – TBD
- 290 Revenue System Administrator – Group “7”
- 291 Acquisition/Coproduction Contract Officer – Group “9”

293 (B) Contracts and Asset Administrator – Group “6”

294 (B) Sr. Business Analyst – Group “9”

295 Service Lifecycle Lead – TBD

296 Media Coordinator – Group “8”

296 (B) Marketing Creative Scheduling Specialist – Group “7”

297 Media Researcher Archivist – Group “8”

297 (B) Media Researcher Education – Group “6”

309 Senior Information Officer- Group "9"

In addition to the duties in 308 may direct the activities of new and/or less experienced Information Officers.

312(A)Development Officer - Group “10”

Develops and implements a strong, interactive and on-going presence on the web for all of Marketing and Development. Supervises the response of correspondence to TVO current and potential members, with a primary focus on the Membership base. Liaises with business sponsors/partners regarding external promotions and public relations for special Membership events. Performs other directly related duties.



312(B) Senior Development Officer - Group “11”

In addition to the duties in 312(a), may direct the activities of new and/or less experienced Development Officers.

315(B) New Media Specialist II UI/UX Designer - Group “11”

Brainstorms content ideas and develops storyboards. Creates characters, treatments, story lines and game play. Codes interactive material and animation. Draws, scans, builds, performs layout of creative visual content. Recommends technology and development tools. Coordinates compilation of digital elements into interactive pieces. Edits and compresses digital video and audio. Configures server systems to distribute content. Builds data structures and middleware to access interactive content. Configures 3rd party software for online deployment. Tests new software and techniques. Writes technical summaries, creative document and process reviews. Performs other directly related duties. May direct the activities of new and/or less experienced New Media Specialists.

315 (C) Interactive Media Specialist - TBD

323 (B) Education Officer – Group “10”

327 Lead Game/Web & Mobile Developer – TBD

328 Sr. Game/Web & Mobile Developer – TBD

330 Public Relations Specialist – TBD

331 Corporate Communications Specialist – TBD

- 332 Social Media Specialist – TBD
- 333 Sr. Corporate Communications – TBD
- 334 Quality Assurance Lead – TBD
- 335 (B) Sr. User Experience Designer – TBD
- 336 Game Designer – TBD
- 337 Interactive Illustrator – TBD

Dated this 11<sup>th</sup> day of January, 2018.

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For the Authority

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For the Union

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