

This agreement executed between:

**The Ontario Educational Communications Authority**  
TVOntario, "the Authority"

Party of the first part

And

**Communications, Energy and Paperworkers Union of Canada**  
CEP Local 72m, "the Union"

Party of the second part

07/01/02

06/30/05

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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.

**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 with the exception of:

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

Assistant Director	Executive Coordinator
Executive Producer	Engineer
Director/Producer	Labour & Employee
Producer	Relations Advisor
Assistant to Director	Human Resources Assistant
Planning Officer	Human Resources
Corporate Officer	Administrator
Project Officer	Pension Coordinator
Internal Auditor	Human Resources Officer
Payroll Administrator	Legal Assistant
Financial Analyst	
Administrative Assistant	

Maximum two Secretaries to each of:

Chair  
Director General  
Chief Operating Officer

Secretaries to:

Managing Director  
Director  
Assistant Director  
Corporate Manager  
Controller

**2.3 Employee Categories** - All employees covered by this Agreement shall be considered full-time employees of the Authority, except 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 TVOntario'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/CEP Local 700 Freelance Agreement as negotiated by the parties. The Authority agrees to hire such freelancers in accordance with the terms of the OECA/CEP 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 for the purpose of specific projects with a limited time span and to cover extended absences of regular employees (i.e., sick leave, maternity leave, annual vacations, etc.).

Temporary employees (either contract or agency) shall be subject to all provisions of this Agreement, except as hereinafter provided:

1. Article 7
2. Article 8

**(a)** However, a contract employee who is subsequently hired on staff without a break in service of more than twenty (20) working days between contracts, the employee's service date for vacation and seniority purposes shall be considered from the date of original hiring. Authorized absences of more than

twenty (20) working days shall not represent a break in service for lockstep progression and seniority if the employee is on renewed continuous short-term contracts with breaks of no more than forty (40) working days between contracts.

(b) Contract employees hired on staff as provided in (a) above, in the same position, shall be on probation for a one (1) month period, provided that the employee has been on contract for two (2) months or more.

(c) Contract employees hired on staff as provided in (a) above, in a different position, shall be on probation for three (3) 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 endeavour 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 rights 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; judgement 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 work force, 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 thereunder 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** The Authority will discharge any **CEP** Local 72M member within fifteen (15) days after receiving written notice from the Union that the membership of the **CEP** 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 by registered mail 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 computer disc in an ASCII format 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 CEP Local 72M with a monthly computer disk in ASCII format 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 CEP Local 72M of the dismissal of any employee within the bargaining unit within five (5) 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 CEP Local 72M with a monthly report detailing the utilization of the freelance workers and contract employees for the preceding month. 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, on request, furnish a suitable business letter or card of identification permitting access to the premises of the Authority, or other places where employees covered by this Agreement may be working.
- 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 and the CEP Local 72M electronic forum. Other postings will be subject to the same conditions of approval now practiced by the Authority.
- 4.6 Leave for Union Activities** - 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 a total of thirty (30) working days every two (2) calendar years, but no more than twenty (20) working days may be taken in any one (1) calendar year.
- 4.6.1** 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 meetings. Upon request by the Union, the Authority shall release without loss of pay or leave credits up to five (5) representatives to attend negotiating sessions with Management. A request for leave for negotiations shall be submitted seven (7) days in advance of the first day of such sessions. Leave will be limited to twenty-five (**25**) days cumulative in a non-negotiating year. In a negotiating year, the five (5) representatives shall be released for up to twenty (20)

days each to attend negotiating sessions with Management without loss of pay or leave credits. These leave limits may be extended by mutual agreement. 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.

**4.6.2** 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.

**4.6.3** 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 cheque 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** **Harassment** - Employees who believe they have been the subject of harassment contrary to the Ontario Human Rights Code may file a grievance in accordance with Article 6 or, in the alternative, file a complaint in accordance with the Authority's Policy on Workplace Harassment. Once the Grievance Procedure or the Policy on Workplace Harassment has been invoked, the complainant shall be precluded from utilizing the alternate appeal procedure. However, if the Policy is invoked and the complaint is not to be considered settled on the basis of the answer provided under the Policy, the complaint shall be put in the form of a grievance and the grievance shall be submitted by the Union to final and binding arbitration in accordance with Article 6. In such cases, the arbitrator shall exercise only those powers listed in 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 the present 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** 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 grievor's immediate supervisor and Union Steward. **An** oral answer shall be provided to the grievor before the end of the next work day.

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 answer 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**

### **Reports on Performance**

- 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 reply is not so 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 Human Resources 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.
- 8.2 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. A copy of the posting shall be forwarded to the Union at the time of posting.
- 8.2.1 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.

- 8.2.2 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. 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.
- 8.2.3** 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.
- 8.2.4** 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 discipline.
- 8.2.5 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 seconded classification.

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

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.

**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.

(d) It is recognized that should an employee exercise their rights under 8.4.2 (c), the employee may require a short period of refamiliarization in the new classification.

**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) week's 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 checkoff for union dues.

**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 five (5) business days of the notice being delivered and return to work within a further seven (7) calendar days of the date of the recall notice, or the date specified in the recall notice, whichever is later, the laid off employee will have waived the recall and 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**.

**8.6** **Computation of Seniority After Interrupted Service** - In the event an employee is recalled or reengaged 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, Engineering  
Senior Project Engineer  
Project Engineer  
Manager, Maintenance  
Manager, Production Support Services  
Director, Information Services  
Manager, Systems Development and Support  
Manager, Computer Operations and Telecommunications  
Director, Operations and Technology  
Senior Manager, Broadcast Operations  
Supervisor, Post Production Services

(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 7/8 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, employees will endeavour to provide at least two (2) hours' notice prior to the start of the scheduled tour of duty. Office, clerical and administrative staff shall call in no later than the start of their 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 **Human Resources Services**. **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 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 Human Resources Policy 501 - Sick Leave - 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 Maternity and Parental Leave - Female Employees -** A pregnant employee may apply for maternity and parental leave, and such leave shall be granted upon written request. The total maximum period of leave both before and after the delivery shall be fifty-two (52) weeks which shall include seventeen (17) weeks of maternity leave and thirty-five (35) weeks of parental leave. With at least three (3) weeks' prior notice of a desire to return to work, the employee will be reinstated in her previous position or a comparable one with no loss of salary. A further leave may be granted at the discretion of the Authority. During this further leave, vacation credits shall not accumulate nor shall the benefit plans be paid by the Authority.

**11.2.1** During the maternity leave the following salary and benefit provisions will apply on the understanding that the employee is committed to return to work at the end of the leave and the employee has been employed for at least one (1) year prior to the commencement of maternity leave:

(a) the Authority will pay ninety-five percent (95%) of two (2) weeks wages based on the classification rate, according to the wage schedules listed in Article 19;

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

(c) during the full period of maternity and parental leave, the Authority shall continue to pay the cost of the benefit plans in which the employee is enrolled. 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 Article 11.1.1 (c), (d), (e), (f), (g) and (h), and Article 11.2.1 (a) and (b), and 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 maternity and parental leave, provided she returns to work for a period of at least four **(4)** months;

(e) in all weeks, the combination of Employment Insurance Benefits (EI), Supplemental Unemployment Benefits (SUB), and all other earnings, will never exceed ninety-five percent (95%) of an employee's classification rate according to the wage schedules listed in Article 19;

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

(g) a female employee who adopts a child shall be entitled to the same rights and obligations as those specified in Article 11.2, except that the period of up to thirty-seven **(37)** weeks' leave shall commence no more than ~~fifty-two~~ **(52)** weeks after the child comes into the custody, care and control of the employee for the first time;

(h) application for maternity and parental leave shall be made by the form prescribed in Attachment #2.



### **11.3 Parental Leave - Male Employees**

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

(b) A male employee with at least thirteen (13) weeks of employment may apply for parental leave without pay for a period of up to thirty-seven (37) weeks. Parental leave shall commence no more than fifty-two (52) weeks after the child is born or comes into the custody, care and control of the employee for the first time.

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

(d) During the full period of parental leave, the Authority shall continue to pay the cost of the benefit plans in which the employee is enrolled. If the employee does not return to work for a period of at least four (4) months, the employee shall be required to reimburse the Authority for all payments made by the Authority pursuant to Article 11.1.1 (c), (d), (e), (f), (g), and (h), and 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.

(e) Seniority and vacation credits will continue to accrue while the employee is on parental leave, provided he returns to work for a period of at least four (4) months.

(f) Application for parental leave shall be made by the form prescribed in Attachment #2.

- 11.4 Pension Plan** - The Pension Plan presently in effect shall apply during the term of this Agreement subject to the terms and conditions of the Province of Ontario or Federal legislation.
- a) With respect to the defined benefit plan, eligibility for an unreduced retirement benefit shall occur when the employee attains a minimum of age of 55 and their credited service plus age equals the sum of eighty (80).
- 11.4.1** A Consultative Committee on Staff Benefits as established shall include two (2) representatives from the CEP bargaining unit. The functions of the Committee shall be to discuss and make recommendations with respect to the establishment, administration and modification of the Pension, 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 CEP 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 Management Group.
- 11.4.4** The Authority will issue a statement on the pension fund which will include the rate of return on the investments for each of the preceding three (3) years in addition to any annual statement on each individual employee's pension benefit as may be required by the Province of Ontario or Federal legislation.
- 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, step-child 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** Special Leave with or without pay may be granted by the Authority for the 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.

**11.5.2** 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,

**11.6 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 Human Resources. 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 Human Resources 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 - 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 travelling 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 two hundred thousand dollars (\$200,000) 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 travelling time between studios and/or remotes and other assignments in which travelling 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 2100 and 0600 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 81. Note: See Letter of Understanding No. 6 for Ottawa Local Area.
- (b) Out-of-town assignments for employees in transmitter technician classifications shall be those outside a radius of fifty kilometres (50km) 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 when employees are assigned in isolated locations where the Authority provides lodging and appropriate meals. In such circumstances the ten dollars (**\$10**) miscellaneous allowance will continue to be paid.

(b) Employees on out-of-town assignments who do not receive a per diem allowance, in accordance with the aforementioned paragraphs, shall receive a meal allowance for each meal to which the employees are entitled under Article 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 shall not be paid when the Authority supplies an appropriate meal.

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

the same time period.

**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 air fare) 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** Upon application by the employee, the Authority will provide the cost of foreign exchange and/or the cost of traveler's cheques upon presentation of a receipt when the advance exceeds one hundred dollars (\$100).
- 12.2.6** 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	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

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

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

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

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

(c) If the holiday falls on a 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 at a mutually agreeable time. The employee shall confirm the arrangement in writing.

(d) If the holiday falls on a regularly scheduled work day and the employee is required to work, the employee shall receive two and one-half (2 1/2) times the normal daily basic pay 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 (1/2) day on Christmas Eve and New Year's Eve. Employees who do not work on the day shall receive, a half (1/2) day credit. Employees who work a half (1/2) day shall receive one day's pay. Employees who work in excess of one-half (1/2)

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-thirds ( $1 \frac{2}{3}$ ) 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 employees within each classification on the basis of Authority seniority.

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 May 15th.

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 sixty (60) calendar days in advance of the projected vacation and the Authority shall confirm the granting or denial of such dates within ten (10) working days following its submission.

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

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

The Authority will post or issue any unused vacation credits on October 1st of each year. Each listed employee shall have until November 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** - For specific purposes an employee may elect to carry over **up** to two (2) weeks of annual vacation leave from one year to the next. **An** employee who wishes to carry over a portion of vacation shall **so** request in writing to his or her department head for approval at the time the employee requests a choice of vacation leave for the current year.

In the event that such carry-over is approved, the employee must ensure that the carry-over and their annual vacation entitlement is taken within the calendar year.

In accordance with the above, 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.

## **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 CEP Local 72M seal, or the name "CEP Local 72M" will be exhibited in accordance with established guidelines on productions produced by the Authority. The CEP Local 72M seal shall appear during on-air sign-on and sign-off periods. The CEP 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;
- (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.

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

## **ARTICLE 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 101-120, 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	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	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 (1 1/2) 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 (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** The work schedule of Production Assistants and Project Coordinators is recognized as being "open-structured". However, if no hours are assigned by 1200 hours of the employee's last working day, the assigned hours of work will be 0900 - 1700 hours. 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 Production Assistants and Project Coordinators.
- 15.3.3** Each employee's posted schedule shall state clearly daily starting time, finishing time and days off.



- 15.3.4** Within the posting period, there shall be no change in an employee's days off without the consent of the employee.
- 15.3.5** 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. 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, he or she will be informed directly. Otherwise, the employee shall be credited with all hours scheduled, plus any additional hours worked.
- 15.3.6** For technical and production employees assigned to Studio/Mobile productions, each fourteen (14) calendar day period shall contain eighty (80) working hours commencing on Monday at 0001 hours. For employees scheduled to work ten (10) consecutive eight (8) hour days, there shall be four (4) consecutive days off. For employees scheduled to work eight (8) consecutive ten (10) hour days, there shall be six (6) consecutive days off. For employees scheduled to work four (4) ten (10) hour days, there shall be three (3) consecutive days off. **An** employee shall not be required to work more than ten (10) consecutive days without receiving scheduled days off. For employees scheduled to work a ten (10) hour tour of duty, 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 CEP 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 classifications 101-117, 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 (1 1/2) 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 (1/2) 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

<u>Overtime Hours Worked</u>	<u>Payment</u>	<u>If Unscheduled</u>
0-4	1 1/2 basic	2 basic
Over-4	2 basic	2 1/2 basic

- 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 (1 1/2) times the basic rate with a minimum credit according to 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 week, work performed on that day(s) shall be compensated at two (2) times the basic rate, with a minimum credit according to 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 (2 1/2) 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

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

- 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 work day. 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 (1/2) time 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 (1 1/2) 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 call-back, 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 (1/2) 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, fourteen dollars (\$14) per tour.
- (b) When an employee is currently classified in Salary Groups 6-10, sixteen dollars (\$16) per tour.
- (c) When an employee is upgraded to Technical Producer, Director/Camera or Production Editor, twenty dollars (\$20) 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 208).
- (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 not identified as senior, coordinator, director or crew chief, is assigned to train new and/or less experienced employee(s), that employee shall receive a temporary upgrade in accordance with Article 15.11.
- 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.

**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:

i) **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.

ii) 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.

iii) The rate of accumulation shall be determined by the rate of pay provided in the pertinent section of the Agreement. For example, a 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.

iv) 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.

v) 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 (1/2) 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 three dollars (\$3) 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 the rate of twenty dollars (\$20) per day. While on-call, an employee shall be available to respond to and resolve emergency situations.
- 17.2** Employees who respond to and resolve emergency situations on days other than scheduled days off shall receive one and one-half (1 1/2) 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 (1/4) hour units on the time sheets.
- 17.3** Employees who are required to visit a work site to resolve emergency situations on scheduled days off shall be compensated in accordance with Article 15.7.
- 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) 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 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 shall apply.

## **ARTICLE 18**

### **General Wage Provisions**

- 18.1** Employees shall be paid according to the wage schedules in Article 19 in the classifications 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 time of hiring. Employees on salary continuance or maternity 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 CEP/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 time sheet.
- 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 maternity leave shall be credited with full service for the purpose of this clause, provided that leave is not extended beyond fifty-two (52) weeks. Should the employee request and receive a leave of absence to extend the period of maternity leave beyond fifty-two (52) weeks, such extension shall not earn seniority credits.

## ARTICLE 19

### Wages

- 19.1** All staff and contract employees employed in the bargaining unit shall have their salary adjusted upwards by an amount equal to sixty-nine cents (\$0.69) per hour effective July 1, 2002, and by a further sixty cents (\$0.60) per hour effective July 1, 2003, and by 3% effective July 1, 2004.

Employees whose annual salary exceeds the maximum of the current classification by more than twelve percent (12%) shall receive the adjustment above as a lump sum payment in each of the three (3) years.

**Group 1 (200 series)**

		2002		2002		2003		2003		2004		2004	
Level	Hourly	Hourly	Weekly	Annual	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Annual
Start	\$13.37	\$13.37	\$488.95	\$24,333.40	\$488.95	\$25,425.40	\$14.39	\$503.62	\$26,188.16	\$14.39	\$503.62	\$26,188.16	
6 months	\$14.43	\$505.05	\$26,262.60	\$15.03	\$526.05	\$27,354.60	\$15.48	\$541.83	\$28,175.24	\$15.48	\$541.83	\$28,175.24	
12 months	\$14.95	\$523.25	\$27,209.00	\$15.55	\$544.25	\$28,301.00	\$16.02	\$560.58	\$29,150.03	\$16.02	\$560.58	\$29,150.03	
24 months	\$15.48	\$541.80	\$28,173.60	\$16.08	\$562.80	\$29,265.60	\$16.56	\$579.68	\$30,143.57	\$16.56	\$579.68	\$30,143.57	
36 months	\$16.54	\$578.90	\$30,102.80	\$17.14	\$599.90	\$31,194.80	\$17.65	\$617.90	\$32,130.64	\$17.65	\$617.90	\$32,130.64	

**Group 2 (200 series)**

Maintenance Clerk	Senior Clerk
Receptionist	Stock & Inventory Clerk/Shipping

	2002	2002	2002	2003	2003	2003	2004	2004	2004
Level	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Start	\$14.95	\$523.25	\$27,209.00	\$15.55	\$544.25	\$28,301.00	\$16.02	\$560.58	\$29,150.03
6 months	\$16.00	\$560.00	\$29,120.00	\$16.60	\$581.00	\$30,212.00	\$17.10	\$598.43	\$31,118.36
12 months	\$16.54	\$578.90	\$30,102.80	\$17.14	\$599.90	\$31,194.80	\$17.65	\$617.90	\$32,130.64
24 months	\$17.06	\$597.10	\$31,049.20	\$17.66	\$618.10	\$32,141.20	\$18.19	\$636.64	\$33,105.44
36 months	\$17.59	\$615.65	\$32,013.80	\$18.19	\$636.65	\$33,105.80	\$18.74	\$655.75	\$34,098.97



**Group 3 (100 series)**

Junior Graphic Artist	
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	2002	2002	2002	2003	2003	2003	2004	2004	2004
Level	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Start	\$16.54	\$661.60	\$34,403.20	\$17.14	\$685.60	\$35,651.20	\$17.65	\$706.17	\$36,720.74
6 months	\$17.59	\$703.60	\$36,587.20	\$18.19	\$727.60	\$37,835.20	\$18.74	\$749.43	\$38,970.26
12 months	\$18.11	\$724.40	\$37,668.80	\$18.71	\$748.40	\$38,916.80	\$19.27	\$770.85	\$40,084.30
24 months	\$18.65	\$746.00	\$38,792.00	\$19.25	\$770.00	\$40,040.00	\$19.83	\$793.10	\$41,241.20
36 months	\$19.17	\$766.80	\$39,873.60	\$19.77	\$790.80	\$41,121.60	\$20.36	\$814.52	\$42,355.25

**Group 3 (200 series)**

Media Librarian	Secretary
	Senior Stock & Inventory Clerk

	2002	2002	2002	2003	2003	2003	2004	2004	2003
Level	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
<b>Start</b>	\$16.54	\$578.90	\$30,102.80	\$17.14	\$599.90	\$31,194.80	\$17.65	\$617.90	\$32,130.64
6 months	\$17.59	\$615.65	\$32,013.80	\$18.19	\$636.65	\$33,105.80	\$18.74	\$655.75	\$34,098.97
12 months	\$18.11	\$633.85	\$32,960.20	\$18.71	\$654.85	\$34,052.20	\$19.27	\$674.50	\$35,073.77
24 months	\$18.65	\$652.75	\$33,943.00	\$19.25	\$673.75	\$35,035.00	\$19.83	\$693.96	\$36,086.05
36 months	\$19.17	\$670.95	\$34,889.40	\$19.77	\$691.95	\$35,981.40	\$20.36	\$712.71	\$37,060.84

**Group 4 (100 series)**

Project Coordinator		Technical Equipment Coordinator	
Print Production Officer / Junior Graphic Artist			

Level	2002		2003		2004		2004	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Annual
Start	\$17.06	\$682.40	\$17.66	\$706.40	\$18.19	\$727.59	\$18.19	\$37,834.78
6 months	\$18.11	\$724.40	\$18.71	\$748.40	\$19.27	\$770.85	\$19.27	\$40,084.30
12 months	\$18.65	\$746.00	\$19.25	\$770.00	\$19.83	\$793.10	\$19.83	\$41,241.20
24 months	\$19.17	\$766.80	\$19.77	\$790.80	\$20.36	\$814.52	\$20.36	\$42,355.25
36 months	\$20.22	\$808.80	\$20.82	\$832.80	\$21.44	\$857.78	\$21.44	\$44,604.77

Administrative Coordinator	Production Unit Assistant
Accounting Clerk	
Broadcast Traffic Officer	Reprographic Systems Operator
Coordinator, Dubbing Services	Sales Fulfillment Coordinator
Fund Raising Coordinator	Senior Clerk (Membership)
Marketing Sales Coordinator	Senior Secretary

Level	Hourly	Weekly	2002	2003	2003	2002	2004	2004	2002
			Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
			\$31,049.20	\$17.66	\$618.10	\$32,141.20	\$18.19	\$636.64	\$33,105.44
	\$18.11	\$633.85	\$32,960.20	\$18.71	\$654.85	\$34,052.20	\$19.27	\$674.50	\$35,073.77
12 months	\$18.65	\$652.75	\$33,943.00	\$19.25	\$673.75	\$35,035.00	\$19.83	\$693.96	\$36,086.05
24 months	\$19.17	\$670.95	\$34,889.40	\$19.77	\$691.95	\$35,981.40	\$20.36	\$712.71	\$37,060.84
36 months	\$20.22	\$707.70	\$36,800.40	\$20.82	\$728.70	\$37,892.40	\$21.44	\$750.56	\$39,029.17

**Group 5 (100 series)**

Computer Operations Technician	Program Researcher
Make-up Artist	Props/Wardrobe & Design

	2002	2002	2002	2003	2003	2003	2003	2004	2004	2004
Level	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly
Start	\$17.59	\$703.60	\$36,587.20	\$18.19	\$727.60	\$37,835.20	\$18.74	\$749.43	\$38,970.26	\$19.83
6 months	\$18.65	\$746.00	\$38,792.00	\$19.25	\$770.00	\$40,040.00	\$19.83	\$793.10	\$41,241.20	\$20.36
12 months	\$19.17	\$766.80	\$39,873.60	\$19.77	\$790.80	\$41,121.60	\$20.36	\$814.52	\$42,355.25	\$20.91
24 months	\$19.70	\$788.00	\$40,976.00	\$20.30	\$812.00	\$42,224.00	\$20.91	\$836.36	\$43,490.72	\$22.00
36 months	\$20.76	\$830.40	\$43,180.80	\$21.36	\$854.40	\$44,428.80	\$22.00	\$880.03	\$45,761.66	\$23.08
48 months	\$21.81	\$872.40	\$45,364.80	\$22.41	\$896.40	\$46,612.80	\$23.08	\$923.29	\$48,011.18	

**Group 5 (2001300series)**

**200 Series**

Administrative Coordinator II	Media Research Coordinator
Junior Accountant	Membership Revenue Administrator
CAD Operator	Research Coordinator
Customer Service Representative	Resource Scheduling Officer
Distribution Officer	Scheduling Officer
GED Coordinator	Senior Broadcast Traffic Officer
Library Officer	Senior Media Librarian
	Shipping Receiving Coordinator

**300 Series**

Information Officer

	2002	2002	2002	2003	2003	2003	2004	2004	2004
Level	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
<b>Start</b>	\$17.59	\$703.60	\$36,587.20	\$18.19	\$636.65	\$33,105.80	\$18.74	\$655.75	\$34,098.97
6 months	\$18.65	\$746.00	\$38,792.00	\$19.25	\$673.75	\$35,035.00	\$19.83	\$693.96	\$36,086.05
12 months	\$19.17	\$766.80	\$39,873.60	\$19.77	\$691.95	\$35,981.40	\$20.36	\$712.71	\$37,060.84
24 months	\$19.70	\$788.00	\$40,976.00	\$20.30	\$710.50	\$36,946.00	\$20.91	\$731.81	\$38,054.38
36 months	\$20.76	\$830.40	\$43,180.80	\$21.36	\$747.60	\$38,875.20	\$22.00	\$770.03	\$40,041.46
48 months	\$21.81	\$872.40	\$45,364.80	\$22.41	\$784.35	\$40,786.20	\$23.08	\$807.88	\$42,009.79

**Group 6 (100 series)**

Graphic Artist	Senior Computer Operations Technician
Operations Technician	Senior Still Photographer
Production Assistant	Transmitter Technician

	2002	2002	2002	2003	2003	2003	2004	2004	2004
Level	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Start	\$18.65	\$746.00	\$38,792.00	\$19.25	\$770.00	\$40,040.00	\$19.83	\$793.10	\$41,241.20
6 months	\$19.70	\$788.00	\$40,976.00	\$20.30	\$812.00	\$42,224.00	\$20.91	\$836.36	\$43,490.72
12 months	\$20.22	\$808.80	\$42,057.60	\$20.82	\$832.80	\$43,305.60	\$21.44	\$857.78	\$44,604.77
24 months	\$20.76	\$830.40	\$43,180.80	\$21.36	\$854.40	\$44,428.80	\$22.00	\$880.03	\$45,761.66
36 months	\$21.81	\$872.40	\$45,364.80	\$22.41	\$896.40	\$46,612.80	\$23.08	\$923.29	\$48,011.18
48 months	\$22.87	\$914.80	\$47,569.60	\$23.47	\$938.80	\$48,817.60	\$24.17	\$966.96	\$50,282.13





**Group 7 (100 series)**

Maintenance Technician	Senior <b>Make-up</b> Artist
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	<b>2002</b>	<b>2002</b>	<b>2002</b>	<b>2003</b>	<b>2003</b>	<b>2003</b>	<b>2004</b>	<b>2004</b>	<b>2004</b>
Level	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Start	\$20.22	\$808.80	\$42,057.60	\$20.82	\$832.80	\$43,305.60	\$21.44	\$857.78	\$44,604.77
6 months	\$21.28	\$851.20	\$44,262.40	\$21.88	\$875.20	\$45,510.40	\$22.54	\$901.46	\$46,875.71
12 months	\$21.81	\$872.40	\$45,364.80	\$22.41	\$896.40	\$46,612.80	\$23.08	\$923.29	\$48,011.18
24 months	\$22.33	\$893.20	\$46,446.40	\$22.93	\$917.20	\$47,694.40	\$23.62	\$944.72	\$49,125.23
36 months	\$23.39	\$935.60	\$48,651.20	\$23.99	\$959.60	\$49,899.20	\$24.71	\$988.39	\$51,396.18
48 months	\$24.45	\$978.00	\$50,856.00	\$25.05	\$1,002.00	\$52,104.00	\$25.80	\$1,032.06	\$53,667.12

Customer Service Rep/Team Leader	Program Acquisitions Officer
Telephone Systems Administrator	Sales Analyst
Intermediate Accountant	Sales Assistant, Sales & Licensing
Membership Systems Admin & Stats	Senior Purchasing Officer
	Sr. Project Materials Officer
Micro Computer Administrator	Software Evaluator
Product Analyst	Visual Research Coordinator

	<b>2002</b>	<b>2002</b>	<b>2002</b>	<b>2003</b>	<b>2003</b>	<b>2003</b>	<b>2004</b>	<b>2004</b>	<b>2004</b>
Level	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
<b>Start</b>	\$20.22	\$707.70	\$36,800.40	\$20.82	\$728.70	\$37,892.40	\$21.44	\$750.56	\$39,029.17
6 months	\$21.28	\$744.80	\$38,729.60	\$21.88	\$765.80	\$39,821.60	\$22.54	\$788.77	\$41,016.25
12 months	\$21.81	\$763.35	\$39,694.20	\$22.41	\$784.35	\$40,786.20	\$23.08	\$807.88	\$42,009.79
24 months	\$22.33	\$781.55	\$40,640.60	\$22.93	\$802.55	\$41,732.60	\$23.62	\$826.63	\$42,984.58
36 months	\$23.39	\$818.65	\$42,569.80	\$23.99	\$839.65	\$43,661.80	\$24.71	\$864.84	\$44,971.65
48 months	\$24.45	\$855.75	\$44,499.00	\$25.05	\$876.75	\$45,591.00	\$25.80	\$903.05	\$46,958.73

**Group 8 (100 series)**

<b>Master Control Crew Chief</b>	<b>Senior Operations Technician</b>
<b>Regional Transmitter Technician</b>	<b>Senior Production Assistant</b>
<b>Senior Floor Director</b>	<b>Sr. Props, Wardrobe and Design</b>
<b>Senior Graphic Artist</b>	<b>Staging Services Officer</b>

	<b>2002</b>	<b>2002</b>	<b>2002</b>	<b>2003</b>	<b>2003</b>	<b>2003</b>	<b>2004</b>	<b>2004</b>	<b>2004</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>	<b>Annual</b>
<b>Start</b>	\$20.76	\$830.40	\$43,180.80	\$21.36	\$854.40	\$44,428.80	\$22.00	\$880.03	\$45,761.66
<b>12 months</b>	\$21.81	\$872.40	\$45,364.80	\$22.41	\$896.40	\$46,612.80	\$23.08	\$923.29	\$48,011.18
<b>24 months</b>	\$22.87	\$914.80	\$47,569.60	\$23.47	\$938.80	\$48,817.60	\$24.17	\$966.96	\$50,282.13
<b>36 months</b>	\$23.92	\$956.80	\$49,753.60	\$24.52	\$980.80	\$51,001.60	\$25.26	\$1,010.22	\$52,531.65
<b>48 months</b>	\$24.98	\$999.20	\$51,958.40	\$25.58	\$1,023.20	\$53,206.40	\$26.35	\$1,053.90	\$54,802.59
<b>60 months</b>	\$26.03	\$1,041.20	\$54,142.40	\$26.63	\$1,065.20	\$55,390.40	\$27.43	\$1,097.16	\$57,052.11

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

**200 Series**

Documentary & Independent Production Representative	TVO Kids Relations Officer
	Systems <b>Support</b> Specialist

**300 Series**

Coordinator Library Services	New Media Analyst
	Sales Executive

	<b>2002</b>	<b>2002</b>	<b>2002</b>	<b>2003</b>	<b>2003</b>	<b>2003</b>	<b>2004</b>	<b>2004</b>	<b>2004</b>
Level	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
<b>Start</b>	\$20.76	\$726.60	\$37,783.20	\$21.36	\$747.60	\$38,875.20	\$22.00	\$770.03	\$40,041.46
6 months	\$21.81	\$763.35	\$39,694.20	\$22.41	\$784.35	\$40,786.20	\$23.08	\$807.88	\$42,009.79
12 months	\$22.87	\$800.45	\$41,623.40	\$23.47	\$821.45	\$42,715.40	\$24.17	\$846.09	\$43,996.86
24 months	\$23.92	\$837.20	\$43,534.40	\$24.52	\$858.20	\$44,626.40	\$25.26	\$883.95	\$45,965.19
36 months	\$24.98	\$874.30	\$45,463.60	\$25.58	\$895.30	\$46,555.60	\$26.35	\$922.16	\$47,952.27
48 months	\$26.03	\$911.05	\$47,374.60	\$26.63	\$932.05	\$48,466.60	\$27.43	\$960.01	\$49,920.60

**Group 9 (100 series)**

Lighting Director	Senior EFP Camera
Network Administrator	Senior Maintenance Technician
Senior Audio Technician - Audio Post/Studio	VTR Editor

	2002	2002	2002	2003	2003	2003	Hourly	Weekly	2004
Level	Hourly	Weekly	Annual	Hourly	Weekly	Annual			Annual
Start	\$22.33	\$893.20	\$46,446.40	\$22.93	\$917.20	\$47,694.40	\$23.62 <del>\$23.62</del> \$24.71	\$944.72 <del>\$944.72</del> \$988.39	\$49,125.23
12 months	\$23.39	\$935.60	\$48,651.20	\$23.99	\$959.60	\$49,899.20	\$24.71 <del>\$25.80</del>	\$988.39 <del>\$1,032.06</del>	\$51,396.18
24 months	\$24.45	\$978.00	\$50,856.00	\$25.05	\$1,002.00	\$52,104.00	\$25.80 <del>\$26.89</del>	\$1,032.06 <del>\$1,075.73</del>	\$53,667.12
36 months	\$25.51	\$1,020.40	\$53,060.80	\$26.11	\$1,044.40	\$54,308.80	\$26.89 <del>\$27.97</del>	\$1,075.73 <del>\$1,118.99</del>	\$55,938.06
48 months	\$26.56	\$1,062.40	\$55,244.80	\$27.16	\$1,086.40	\$56,492.80	\$27.97 <del>\$29.07</del>	\$1,118.99 <del>\$1,162.66</del>	\$58,187.58
60 months	\$27.62	\$1,104.80	\$57,449.60	\$28.22	\$1,128.80	\$58,697.60	\$29.07 <del>\$29.07</del>	\$1,162.66 <del>\$1,162.66</del>	\$60,458.53

**Group 9 (200/300 series)**

**200 Series**

Senior Accountant	Systems Analyst
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**300 Series**

New Media Specialist I	Senior Information Officer
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	<b>2002</b>	<b>2002</b>	<b>2002</b>	<b>2003</b>	<b>2003</b>	<b>2003</b>	<b>2004</b>	<b>2004</b>	<b>2004</b>
Level	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Start	\$22.33	\$781.55	\$40,640.60	\$22.93	\$802.55	\$41,732.60	\$23.62	\$826.63	\$42,984.58
12 months	\$23.39	\$818.65	\$42,569.80	\$23.99	\$839.65	\$43,661.80	\$24.71	\$864.84	\$44,971.65
24 months	\$24.45	\$855.75	\$44,499.00	\$25.05	\$876.75	\$45,591.00	\$25.80	\$903.05	\$46,958.73
36 months	\$25.51	\$892.85	\$46,428.20	\$26.11	\$913.85	\$47,520.20	\$26.89	\$941.27	\$48,945.81
48 months	\$26.56	\$929.60	\$48,339.20	\$27.16	\$950.60	\$49,431.20	\$27.97	\$979.12	\$50,914.14
60 months	\$27.62	\$966.70	\$50,268.40	\$28.22	\$987.70	\$51,360.40	\$29.07	\$1,017.33	\$52,901.21

<b>Director/Camera</b>	<b>Production Editor</b>
<b>Graphic Designer</b>	
<b>Maintenance Crew Chief</b>	<b>Senior Regional Transmitter Technician</b>
<b>Production Designer</b>	<b>Technical Director</b>

	2002	2002	2002	2003	2003	2003	2004	2004	2004
Level	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
<b>Start</b>	\$23.92	\$956.80	\$49,753.60	\$24.52	\$980.80	\$51,001.60	\$25.26	\$1,010.22	\$52,531.65
12 months	\$24.98	\$999.20	\$51,958.40	\$25.58	\$1,023.20	\$53,206.40	\$26.35	\$1,053.90	\$54,802.59
24 months	\$26.03	\$1,041.20	\$54,142.40	\$26.63	\$1,065.20	\$55,390.40	\$27.43	\$1,097.16	\$57,052.11
36 months	\$27.09	\$1,083.60	\$56,347.20	\$27.69	\$1,107.60	\$57,595.20	\$28.52	\$1,140.83	\$59,323.06
48 months	\$28.14	\$1,125.60	\$58,531.20	\$28.74	\$1,149.60	\$59,779.20	\$29.60	\$1,184.09	\$61,572.58
60 months	\$29.20	\$1,168.00	\$60,736.00	\$29.80	\$1,192.00	\$61,984.00	\$30.69	\$1,227.76	\$63,843.52

Micro-Computer Analyst	Micro-Computer Coordinator
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### **300 Series**

Development Officer	Sales Executive
Research Officer	Team Leader Communications

	<b>2002</b>	<b>2002</b>	<b>2002</b>	<b>2003</b>	<b>2003</b>	<b>2003</b>	<b>2004</b>	<b>2004</b>	<b>2004</b>
Level	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
<b>Start</b>	\$23.92	\$837.20	\$43,534.40	\$24.52	\$858.20	\$44,626.40	\$25.26	\$883.95	\$45,965.19
12 months	\$24.98	\$874.30	\$45,463.60	\$25.58	\$895.30	\$46,555.60	\$26.35	\$922.16	\$47,952.27
24 months	\$26.03	\$911.05	\$47,374.60	\$26.63	\$932.05	\$48,466.60	\$27.43	\$960.01	\$49,920.60
36 months	\$27.09	\$948.15	\$49,303.80	\$27.69	\$969.15	\$50,395.80	\$28.52	\$998.22	\$51,907.67
48 months	\$28.14	\$984.90	\$51,214.80	\$28.74	\$1,005.90	\$52,306.80	\$29.60	\$1,036.08	\$53,876.00
60 months	\$29.20	\$1,022.00	\$53,144.00	\$29.80	\$1,043.00	\$54,236.00	\$30.69	\$1,074.29	\$55,863.08



**Group 11 (100 series)**

<b>IT Infrastructure Specialist</b>	<b>Technical Producer</b>
	<b>Transmission Officer</b>

Level			2002	2003	2003	2003	2004	2004	2004
			Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
start	\$27.09	\$1,083.60	\$56,347.20	\$27.69	\$1,107.60	\$57,595.20	\$28.52	\$1,140.83	\$59,323.06
12 months	\$28.14	\$1,125.60	\$58,531.20	\$28.74	\$1,149.60	\$59,779.20	\$29.60	\$1,184.09	\$61,572.58
24 months	\$29.20	\$1,168.00	\$60,736.00	\$29.80	\$1,192.00	\$61,984.00	\$30.69	\$1,227.76	\$63,843.52
36 months	\$30.25	\$1,210.00	\$62,920.00	\$30.85	\$1,234.00	\$64,168.00	\$31.78	\$1,271.02	\$66,093.04
48 months	\$31.31	\$1,252.40	\$65,124.80	\$31.91	\$1,276.40	\$66,372.80	\$32.87	\$1,314.69	\$68,363.98

**Group 11 (200/300 series)**

**300 Series**

New Media Specialist II	Senior Research Officer
Senior Development Officer	Senior Systems Analyst

Level	2002		2002		2003		2003		2004		2004	
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Start	\$27.09	\$948.15	\$49,303.80	\$27.69	\$969.15	\$50,395.80	\$28.52	\$998.22	\$51,907.67	\$28.52	\$998.22	\$51,907.67
12 months	\$28.14	\$984.90	\$51,214.80	\$28.74	\$1,005.90	\$52,306.80	\$29.60	\$1,036.08	\$53,876.00	\$29.60	\$1,036.08	\$53,876.00
24 months	\$29.20	\$1,022.00	\$53,144.00	\$29.80	\$1,043.00	\$54,236.00	\$30.69	\$1,074.29	\$55,863.08	\$30.69	\$1,074.29	\$55,863.08
36 months	\$30.25	\$1,058.75	\$55,055.00	\$30.85	\$1,079.75	\$56,147.00	\$31.78	\$1,112.14	\$57,831.41	\$31.78	\$1,112.14	\$57,831.41
48 months	\$31.31	\$1,095.85	\$56,984.20	\$31.91	\$1,116.85	\$58,076.20	\$32.87	\$1,150.36	\$59,818.49	\$32.87	\$1,150.36	\$59,818.49

**Group 12 (200/300 series)**

**300 Series**

Level	2002		2002		2003		2003		2004		2004	
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Hourly	Weekly	Annual	Annual
Start	\$29.20	\$1,022.00	\$53,144.00	\$29.80	\$1,043.00	\$54,236.00	\$30.69	\$1,074.29	\$30.69	\$1,074.29	\$55,863.08	
12 months	\$30.25	\$1,058.75	\$55,055.00	\$30.85	\$1,079.45	\$56,14.00	\$31.88	\$1,112.14	\$31.88	\$1,112.14	\$57,831.41	
24 months	\$31.31	\$1,095.85	\$56,984.20	\$31.91	\$1,116.83	\$58,076.20	\$32.87	\$1,150.36	\$32.87	\$1,150.36	\$59,818.49	
36 months	\$32.44	\$1,135.40	\$59,040.80	\$33.04	\$1,156.40	\$60,132.80	\$34.03	\$1,191.09	\$34.03	\$1,191.09	\$61,936.78	
48 months	\$33.55	\$1,174.25	\$61,010.00	\$34.15	\$1,195.25	\$62,153.00	\$35.17	\$1,231.11	\$35.17	\$1,231.11	\$64,017.59	

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

**300 Series**

Education and Research Advisor	

	<b>2002</b>	<b>2002</b>	<b>2002</b>	<b>2003</b>	<b>2003</b>	<b>2003</b>	<b>2004</b>	<b>2004</b>	<b>2004</b>
Level	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Start	\$31.31	\$1,095.85	\$56,984.20	\$31.91	\$1,116.85	\$58,076.20	\$32.87	\$1,150.36	\$59,818.49
12 months	\$32.44	\$1,135.40	\$59,040.80	\$33.04	\$1,156.40	\$60,132.80	\$34.03	\$1,191.09	\$61,936.78
24 months	\$33.55	\$1,174.25	\$61,061.00	\$34.15	\$1,195.25	\$62,153.00	\$35.17	\$1,231.11	\$64,017.59
months	\$34.77	\$1,216.95	\$63,281.40	\$35.37	\$1,237.95	\$64,373.40	\$36.43	\$1,275.09	\$66,304.60
months	\$35.96	\$1,258.60	\$65,447.20	\$36.56	\$1,279.60	\$66,539.20	\$37.66	\$1,317.99	\$68,535.38

**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 and 300  
series classifications

Weekly-Hourly Rate multiplied by 40 hours for 100 series  
classifications

Annual=Weekly multiplied by 52

## ARTICLE 20

### Effective Date and Duration

- 20.1** This Agreement commences on the first (1<sup>st</sup>) day of July, 2002 and remains in force until the thirtieth (30<sup>th</sup>) day of June, 2005 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 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 22<sup>nd</sup> day of July, 2003.

THE ONTARIO EDUCATIONAL COMMUNICATIONS AUTHORITY:

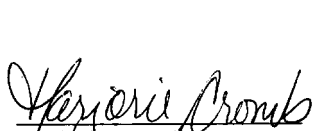


Lee L. Robock  
Chief Operating Officer

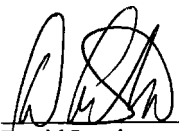


Clara J. Arnold  
Director, Human Resources

COMMUNICATIONS ENERGY AND PAPERWORKERS UNION OF  
CANADA - CEP Local 72M:



Marjorie Cromb  
President, CEP Local 72M



David Lewington  
CEP National Representative

**LETTER OF UNDERSTANDING NO. 1**

**MASTER CONTROL CREW CHIEF**

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The parties agree that notwithstanding the introduction into the Collective Agreement of a new position of Master Control Crew Chief, the current employees classified as Technical Directors who perform this function shall remain in their current classification of Technical Director while *so* employed *by* the Authority.

Dated this 22<sup>nd</sup> day of July 2003.

For the Authority



Clara J. Arnold  
Director  
Human Resources

For the Union



David Lewington  
National Representative



## LETTER OF UNDERSTANDING NO. 2

### ARTICLE 8.2 - PROMOTIONS AND TRANSFERS

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The Union agrees that senior classifications may be filled on a merit basis at management's discretion. In this event the posting provisions of Article 8.2 are not applicable. However, the following classifications necessitate posting when the Authority requires the performance of the additional duties described in the senior classifications:

Senior Graphic Artist  
Senior Still Photographer  
Senior Media Librarian  
Senior Information Officer  
Senior Project Materials Officer  
Senior Accounts Clerk  
Senior Accountant  
Senior Systems Analyst  
Senior Regional Transmitter Technician  
Senior Audio Technician

This letter will be in effect upon ratification of the renewal agreement between the parties.

Dated this 22<sup>nd</sup> day of July 2003.

For the Authority



Clara J. Arnold  
Director  
Human Resources

For the Union



David Lewington  
National Representative

## LETTER OF UNDERSTANDING NO. 3

### 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.

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.

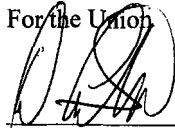
Dated this 22<sup>nd</sup> day of July 2003.

For the Authority



Clara J. Arnold  
Director  
Human Resources

For the Union



David Lewington  
National Representative

## LETTER OF UNDERSTANDING NO. 4

### BROADCAST DISTRIBUTION AND GLOBAL COMMUNICATIONS LIMITED, CIII AND CHCH (CH-TV), CONTRACT

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

Specifically, the Authority's Transmitter Technicians will:

- i) continue to perform corrective, preventative and emergency maintenance of the Global CIII and CHCH transmitters. All routine duties, such as "On-Call" assignments, reports, etc., related to Global CIII and CHCH 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.

Further, Transmitter Technicians located in the North West Region will be available to assist other Transmitter Technicians, if required, in maintaining and servicing Global CIII and CHCH transmitters.

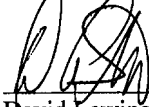
Dated this 22<sup>nd</sup> day of July 2003.

**For the Authority**



**Clara J. Arnold**  
**Director**  
**Human Resources**

**For the Union**



**David Lewington**  
**National Representative**

## LETTER OF UNDERSTANDING NO. 5

### LAYOFF AND BILINGUAL POSITIONS

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It is agreed that, in the establishment of TFO, that certain of the technical crew positions established have been posted and filled in the French language in order to ensure the provision of specific services for the French network. It is therefore recognized that in the event of layoffs, Management may designate the following Operations Technicians functions **as** requiring a high level of proficiency in the French language: one (1) floor director, one (1) audio, one (1) editor, two (2) EFP camera, one (1) chyron. Employees who wish to bump into these positions may be required to demonstrate a fluency in French in addition to having other occupational qualifications to perform the work.


Dated this 22<sup>nd</sup> day of July 2003.

For the Authority



Clara J. Arnold  
Director  
Human Resources

For the Union



David Lewington  
National Representative

## LETTER OF UNDERSTANDING NO. 6

### ARTICLE 12.2 - OTTAWA LOCAL AREA


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The parties agree that employees who are residents in the Ottawa location shall receive out-of-town expenses for assignments outside of the following geographical areas in accordance with the attached map.

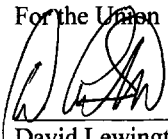
South	-	Richmond, Ontario
Southeast	-	Manotick, Ontario
East	-	Orleans, Ontario
North	-	Meech Lake, Quebec
West	-	South March, Ontario
Southwest	-	Stanley Corners, Ontario

Dated this 22<sup>nd</sup> day of July 2003.

For the Authority

  
\_\_\_\_\_  
Clara J. Arnold  
Director  
Human Resources

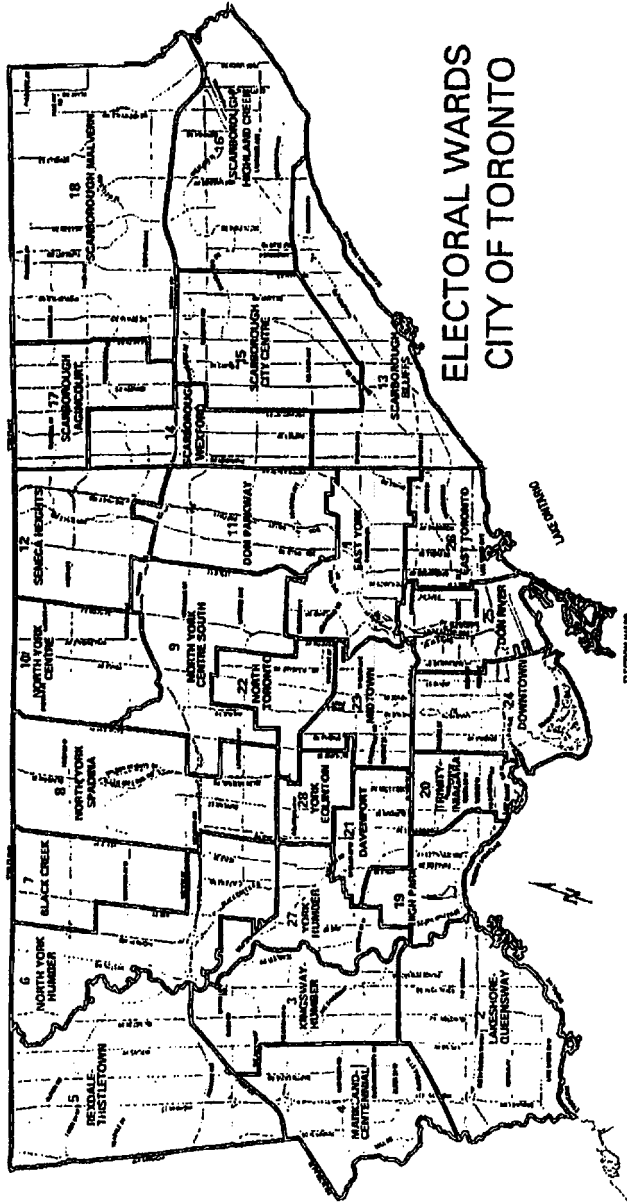
For the Union

  
\_\_\_\_\_  
David Lewington  
National Representative





# TORONTO LOCAL AREA



## LETTER OF UNDERSTANDING NO. 7

### CONTRACT, STAFF AND FREELANCE UTILIZATION

---

The parties (The Ontario Educational Communications Authority and CEP 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 22<sup>nd</sup> day of July, 2003.

For the Authority



Clara J. Arnold  
Director  
Human Resources

For the Union



David Lewington  
National Representative

**LETTER OF UNDERSTANDING NO. 8**  
**PERFORMANCE APPRAISAL**

---

The Authority and the Union agree to continue the joint committee to finalize the performance management plan document and implementation plan for bargaining unit employees. The parties agree that the plan will be implemented within the first year of the agreement.

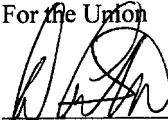
Dated this 22<sup>nd</sup> day of July 2003.

For the Authority



Clara J. Arnold  
Director  
Human Resources

For the Union



David Lewington  
National Representative

## LETTER OF UNDERSTANDING NO. 9

### 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 the Communications, Energy and Paperworkers Union of Canada 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 recognised that a short period of familiarization or reasonable training in the new classification may be required. The redeployment/assignment shall be to a position in the organization which is compatible with the employee's skills and ability 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) week's 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 ability 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 organisation 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) week's 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 recognise 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 reorganisation of the Authority.

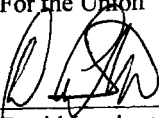
This letter will be in effect upon ratification of the renewal agreement between the parties until June 30, 2005.

Dated this 22<sup>nd</sup> day of July 2003.

For the Authority

  
\_\_\_\_\_  
Clara J. Arnold  
Director  
Human Resources

For the Union

  
\_\_\_\_\_  
David Lewington  
National Representative

**LETTER OF UNDERSTANDING NO. 10**

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

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

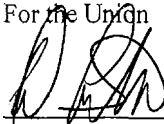
Dated this 22<sup>nd</sup> day of July 2003.

For the Authority



Clara J. Arnold  
Director  
Human Resources

For the Union



David Lewington  
National Representative



## LETTER OF UNDERSTANDING NO. 11

### VEHICLE OPTIONS FOR TRANSMITTER TECHNICIANS

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A transmitter technician's duties require visiting transmitter sites on a regular basis, and for those purposes TVOntario has provided a vehicle to transport the materials and tools needed to carry out the work at each site. The following options are available to the transmitter technicians:

#### Option A. Use of Personal Vehicle for Business Purposes.

TVOntario will compensate you at a reasonable rate for the use of a personal vehicle for company business. There are two options for reimbursement:

#### *Option A-1 ~ Car Allowance and Business Mileage*

TVOntario will provide you with a car allowance of \$700.00 per month. This is a taxable benefit, and will be taxed at source.

In addition, you will be able to claim business mileage at a rate of **\$ .17** per kilometre on receipt of a trip report detailing business use of the vehicle. This is a taxable benefit. Business mileage is as defined by the Income Tax Act, and must be documented on the trip report. This is in lieu of any company paid operating expenses of the vehicle.

At the end of each calendar year, we will provide you with a Revenue Canada form that will allow you to claim certain costs of the vehicle as a deduction against your taxable income (subject to the Income Tax Act). In order to qualify for the deduction, you must keep travel **logs** and records to substantiate your claim.

#### *Option A-2 – Reimbursement for Business Mileage*

You will be reimbursed for all business travel to a maximum of **\$ .37** per kilometre as documented on the trip report. Business travel is as defined in the Income Tax Act. The company will no longer pay for any operating and related costs of the vehicle. The cost of provision **of** the vehicle, plus all other

related costs, such as gas and insurance, are your responsibility.

You have an option to choose a mileage rate that is not required to be reported as taxable income and will not be disclosed on your T-4 at the end of the year.

This mileage rate will be \$ .37 for the first 5000 kilometres, and \$ .35 for all remaining kilometres in a calendar year.

Option B. TVOntario Provided Vehicle at Transmitter Site.

TVOntario will continue to provide a vehicle for each transmitter site for business purposes only. However, you are not allowed personal use (as defined in the Income Tax Act) of the vehicle at any time. The vehicle must be left at the base site and transportation to and from the base site is your **own** responsibility. Use of the company vehicle will be documented on the monthly trip report. TVOntario will pay directly for all operating costs associated with the vehicle. You will be required to sign a letter agreeing to the conditions under which the company vehicle is provided. This is also a tax-free option, so long as there is no personal use of the vehicle whatsoever.

The Authority reserves the right to designate the preferred vehicle option for new hires.

Dated this 22<sup>nd</sup> day of July 2003.

For the Authority



Clara J. Arnold  
Director  
Human Resources

For the Union



David Lewington  
National Representative

**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 CEP/OECA Collective Agreement that may arise as a result of the requested change in shifts.

Approved \_\_\_\_\_

Date \_\_\_\_\_

Employee \_\_\_\_\_

Employee \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT #2**

Application for Maternity 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

Sample: TVOntario Medical Certificate

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

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

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

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

**ATTACHMENT #4**

Sample: TVOntario Medical Release

1. I, \_\_\_\_\_, authorize my treating physician, Dr. \_\_\_\_\_, who is responsible for my treatment during my current illness, to release the required information concerning same to the Manager, Compensation - who is responsible for the administration of TVOntario's benefit plans.
2. I further authorize my treating physician and the Manager, Compensation, to release full and complete information concerning my health to a physician named by TVOntario should an independent medical examination and assessment be required by TVOntario.

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

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 TVOntario benefit plans and procedures and that any failure to comply on my part may jeopardize by benefits.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Signed original to: Treating Physician  
Manager, Compensation  
copy to: Employee

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## APPENDIX A

### CLASSIFICATIONS AND JOB TITLES

The following titles reflect classification reorganization:

Series	Classification	Job Title
100	101	Technical Equipment Coordinator
100	102(a)	Operations Technician
100	102(b)	Senior Operations Technician
100	103	Technical Director
100	104	Lighting Director
100	105	VTR Editor
100	106	Senior Audio Technician - Audio Post/Studio
100	107	Master Control Crew Chief
100	108	Senior EFP Camera
100	109	Director/Camera
100	110	Technical Producer
100	111	Production Editor
100	112(a)	Maintenance Technician
100	112(b)	Senior Maintenance Technician
100	113	Maintenance Crew Chief
100	114	Staging Services Officer
100	115(a)	Props/Wardrobe and Design
100	115(b)	Senior Props/Wardrobe and Design
100	115(c)	Production Designer
100	116	Senior Floor Director
100	117(a)	Make-up Artist
100	117(b)	Senior Make-up Artist
100	118	Transmitter Technician
100	119	Regional Transmitter Technician
100	120(a)	Senior Regional Transmitter Technician
100	120(b)	Transmission Officer
100	121	Junior Graphic Artist
100	122	Graphic Artist
100	123	Senior Graphic Artist
100	124	Graphic Designer
100	125	Project Coordinator

<b>Series</b>	<b>Classification</b>	<b>Job Title</b>
100	126(a)	Production Assistant
100	126(b)	Senior Production Assistant
100	127	Program Researcher
100	128	Senior Still Photographer
100	129(a)	Computer Operations Technician
100	129(b)	Senior Computer Operations Technician
100	130	Network Administrator
100	131	IT Infrastructure Specialist
100	132	Print Production Officer/Jr. Graphic Artist
200	201	Distribution Officer
200	202	Reprographic Systems Operator
200	203	Stock & Inventory Clerk/Shipping
200	204	Senior Stock Inventory Clerk
200	205	Maintenance Clerk
200	206	Shipping Receiving Coordinator
200	207	Media Librarian
200	208	Senior Media Librarian
200	210	Computer Programmer
200	211	PC Support Technician
200	213	Telephone System Administrator
200	214	Systems Analyst
200	215	Micro Computer Analyst
200	216	Network Administrator
200	217	Media Services Coordinator
200	218	Library Officer
200	219	CAD Operator
200	220	Customer Service Representative
200	221	Volunteer Coordinator
200	223	Production Unit Assistant
200	224(a)	Resource Scheduling Officer
200	224(b)	Senior Resource Scheduling Officer
200	225	Receptionist
200	226	Clerk
200	227(a)	Secretary
200	227(b)	Senior Secretary
200	228	Senior Clerk



<b>Series</b>	<b>Classification</b>	<b>Job Title</b>
200	229(a)	Broadcast Traffic Officer
200	229(b)	Senior Broadcast Traffic Officer
200	230	Accounting Clerk
200	234	Coordinator Dubbing Services
200	235	Research Coordinator
200	236	Marketing Sales Coordinator
200	237	Office Services Coordinator
200	238	Administrative Coordinator I
200	239	Documentary & Independent Production Representative
200	240	Sales Assistant – Sales & Licensing
200	241	Micro Computer Administrator
200	242	Software Evaluator
200	243	Visual Researcher
200	244	Visual Research Coordinator
200	245	Copyright Clearance Officer
200	246(a)	Purchasing Officer
200	246(b)	Senior Purchasing Officer
200	248(a)	Scheduling Officer
200	248(b)	Senior Scheduling Officer
200	249	Product Analyst
200	250	Sales Analyst
200	251	Junior Accountant
200	252	Intermediate Accountant
200	253	Senior Accountant
200	254	Senior Clerk (Membership)
200	255	Membership Systems Administration & Stats
200	256	Program Acquisitions Officer
200	257	Graphic Resource Officer
200	258	Customer Service Representative/Team Leader
200	262	Sales Fulfillment Coordinator
200	264	TVOKids Relations Officer
200	265	Media Research Coordinator
200	266	Membership Revenue Administrator

<b>Series</b>	<b>Classification</b>	<b>Job Title</b>
200	267	GED Assistant
200	268	GED Coordinator
200	269	Word Processing/Clerical Assistant
200	270	Day School Assistant
200	271	Courseware Coordinator
200	272(a)	Learner Services Officer
200	272(b)	Learner Services Officer (ATU)
<b>200</b>	273	ATU Support Officer
200	274	Learner Advisor
200	275	Publications Officer
200	276	Content Analyst
200	277	Programmer Support Analyst
200	278	Multimedia Design Assistant
200	279	Multimedia Design Technician
300	301	Utilization Officer
300	302(a)	Research Officer
300	302(b)	Senior Research Officer
300	303	Sales Executive
<b>300</b>	306	Coordinator Library Services
<b>300</b>	307	Coordinator Membership Systems
300	308	Information Officer
300	<b>309</b>	Senior Information Officer
300	310	Senior Systems Analyst
300	311	Team Leader Communications
300	312(a)	Development Officer
300	312(b)	Senior Development Officer
300	313	Researcher Analyst
300	314	Education and Research Advisor
300	315(a)	New Media Specialist I
300	315(b)	New Media Specialist II

## APPENDIX B

### JOB SUMMARIES

- 101 Technical Equipment Coordinator - Group "4"  
Issues and receives technical support equipment, vehicle keys and credit cards in accordance with instructions. Receives fault reports from technical crew, inspects returned equipment for shortages and unreported damage, reports condition to supervisor and delivers faulty equipment to maintenance department for repair. Monitors, recharges and tests equipment batteries. Maintains inventory records and vehicle logs as required. May be required to drive vehicle to pick up and deliver technical equipment to location, initiate purchase requisitions and issue emergency purchase order numbers and performs other directly related duties.
- 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.
- 102(b) Senior Operations Technician - Group "8" Merit Position.  
In addition to the duties in 102(a), may direct new and less experienced technicians. May advise other production personnel as to the most efficient manner to achieve the best possible results.
- 103 Technical Director - Group "10"  
In addition to the duties in 102(a) and (b), directs technical crews and acts as technical liaison on behalf of the Authority. May be required to operate electronic production equipment in addition to normal technical functions. Coordinates the technical crews and is responsible for the technical quality of the production. Advises producers and directors as to the most efficient manner to achieve the best possible technical standards.

104 Lighting Director - Group "9"

In addition to the duties in 102(a) and (b), directs lighting crews and acts as a consultant for productions on behalf of the Authority. Responsible for the security of lighting equipment in the studio and on location and for the delivery of lighting equipment including bulbs and grip equipment. May be required to keep records and operate vehicles.

105 VTR 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.

106 Senior Audio Technician - Group "9"

In addition to the duties in 102(b) performs complex placement and mixing of elements for "rough" and "final" audio mix, with or without direction. Advises producers and directors as to the most efficient manner to achieve the best possible sound recordings in pre- and post-production stages.

107 Master Control Crew Chief - Group "8"

In addition to the duties in 102(a), directs technical crews and acts as technical liaison on behalf of the Authority.

108 Senior EFP Camera - Group "9" Merit Position

In addition to the duties in 102(a) and (b), operates with little or no direction and acts as Director of Photography - Electronic.

- 109 Director/Camera - Group "10" -  
In addition to the duties in 108, operates without a director on location. Responsible for lighting design, lens and filter selection and optic effects. Liaises with producer as to program requirements. Shoots in a manner to facilitate the editing production process. May be required to be present at planning and editing sessions. Directs EFP crew and operates in the most efficient manner to achieve the best production and technical standards for the program.
- 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.
- 111 Production Editor - Group "10"  
In addition to the duties of 102 (a) and (b), and 105, works closely with the Producer/ Director to assist in the establishment of the post-production schedule, including facilities suitability, utilizing post-production experience and works independently for extended periods of time without direction to create fine cuts for both offline and online. Responsible for establishing systems for post-production which will expedite the editing process. May be required to act as a team leader/ resource person.
- 112(a) Maintenance Technician - Group "7"  
Prepares, repairs, constructs, installs, sets up, modifies, cleans and maintains technical apparatus and materials to established standards. Records assignments and hours of work, completes fault reports and maintenance records, and performs other directly related duties.
- 112(b) Senior Maintenance Technician - Group "9" Merit Position  
In addition to the duties in 112(a), may direct new and/or less experienced technicians.

- 113 Maintenance Crew Chief - Group "10"  
In addition to the duties in 112(a) and (b) directs Maintenance and Senior Maintenance Technicians during their assignments.
- 114 Staging Services Officer - Group "8"  
Responsible for the transportation of sets, props, wardrobe from and to suppliers, studios, warehouse and basement holding area. Initiates transport purchase requisition, arranges details with set designer, production manager, contractors, movers and studio crews. Liaises with set designer(s) regarding future projects. Responsible for storage and inventory of sets, props, wardrobe and for set disposal after consultation with producers and production managers, and initiates approval disposal procedures. Keeps records of outgoing and returned sets, props and wardrobe. Responsible for good condition of all ongoing sets, and carries out light maintenance or arranges for work by contractor, if necessary. Maintains up-to-date plans and construction drawings files, both ongoing and new productions. Provides copies, as required, to contractors, producers and studio crews. Performs other directly related duties.
- 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 "8" Merit Position  
In addition to the duties in 115(a) may be required to direct new and/or less experienced props/wardrobe persons.

115 (c) Production Designer - Group "10"

In addition to the duties of 115(b), coordinates preparation and execution of visual design elements for production including set design, locations, set decoration, props, costumes, special effects and specialized graphics. Schedules and directs set design meetings, sketches, renderings, plans, models, construction schedules, installations, striking and storage. Advises on hiring, schedules and directs Props/Wardrobe staff. Oversees maintenance of workshop materials, tools and upkeep. Reviews production needs relative to warehoused sets, props and wardrobe.

116 Senior Floor Director - Group "8" Merit Position

Gives floor direction and is responsible for the orderly operation and general condition of the studios. Within the Authority studios these responsibilities may include paint touch-up and other minor repairs. Assists in the setting up, moving, staging and storing of sets and technical equipment and performs other directly related duties. May be required to direct new and/or less experienced technicians.

117(a) Make-up Artist - Group "5"

Supplies make-up services in studios and on locations for productions. May be required to supply period make-up services. May be required to supply minor hair styling services. Maintains adequate supplies and performs other directly related duties.

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

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

118 Transmitter Technician - Group "6"

Under the supervision of the Regional Network Supervisor, ensures the continuous safe operation of LPRTs in accordance with the Authority's standards, by setting up, installing, inspecting, analyzing and reporting on the condition of transmitters, equipment and vehicles and performing routine and emergency maintenance on all types of technical and mechanical equipment and vehicles. May perform these duties on high power transmitters under the direction of a Regional Transmitter Technician and may be required to perform other directly related duties.

- 119 Regional Transmitter Technician - Group "8"  
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" Merit Position  
In addition to the 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.
- 121 Junior Graphic Artist - Group "3"  
Under direction, prepares graphic materials and mechanical artwork. Performs other directly related duties.
- 122 Graphic Artist - Group "6"  
In addition to the duties in 121, under direction, may prepare illustrations, layouts, story boards and slide materials. May be required to utilize related computer software. Performs other directly related duties.
- 123 Senior Graphic Artist - Group "9"  
In addition to the duties in 122, may operate videographic computer design systems. May be required to direct new and/or less experienced Graphic Artists. Performs other directly related duties.



124 Graphic Designer - Group "10"

In addition to the duties in 121 and 123, performs graphic work of all types including illustration, titling and animation. In association with producers helps plan stylistic approach of graphics for programs, and makes artistic decisions. Under the supervisor, directs staff and freelancers for graphic services. Performs other directly related duties.

125 Project Coordinator - Group "4"

When assigned to production(s) performs skilled secretarial and clerical functions including word processing, transcription, filing, record keeping with regard to budgets, research, scripts, expenses, release forms, schedules and, as required, post-production forms. May be required to attend production meetings and assist the production team in the studio and on location. Performs other directly related duties.

126(a) Production Assistant - Group "6"

The assigned assistant to the Producer/Director at various locations. Provides liaison for the production. Responsible for the preparation of various memos, forms and requisitions, scripts/script breakdowns, shooting schedules, the ordering of audio and videotape stock and the preparation and circulation of a production book. Assists, as required in research, selection of audio and visual elements and location surveys. Under the ultimate responsibility of the Producer/Director, is responsible for program timings, continuity, edit scripts, shot lists and release forms, and noting time codes. Assists in the preparation for editing and sound mixing and when required, will be present during sound mixing and editing sessions. Responsible for the preparation of Program Delivery Information Sheets, Copyright Information Memoranda, Music and Stills Clearance Sheets and final Broadcast Scripts. May perform other directly related duties.

126(b) Senior Production Assistant - Group "8" Merit position.

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

- 127 Program Researcher - Group "5"  
Conducts and coordinates research for programs and assists in the preparation of program planning. Arranges suitable sound and video elements for programs when requested and may provide original material. Provides liaison within the Authority and, where required, prepares bibliographies and support materials. May be asked to prepare reports on special program projects for various members of the Authority. Prepares reports and maintains suitable records pertaining to program research as required. Performs other directly related duties.
- 128 Senior Still Photographer - Group "6"  
Performs still photographic functions for Authority use. May be required to develop and print still photographs, maintain accurate records and photographic equipment. Performs other directly related duties. May direct new and/or less experienced still photographers.
- 129(a) Computer Operations Technician - Group "5"  
Operates computer servers and auxiliary equipment to ensure provision of print and electronic output in a timely and efficient manner. May be required *to* move and reconnect micros and peripherals. Performs other directly related duties.
- 129(b) Sr Computer Operations Technician - Group "6" Merit Position  
In addition to the duties in 209(a), may direct the activities of new and/or less experienced Computer Operations Technicians.
- 130 Network Administrator - Group "9"  
Responsible for overall functioning of the Authority's data network environment. Responsible for the functioning of network hubs, switches and routers and file and print servers. Designs, coordinates and implements cable installations. Also responsible for the installation and maintenance of direct serial connections. Performs other directly related duties.
- 131 IT Infrastructure Specialist - Group "11"  
Responsible for the implementation and management of the Authority's microcomputer server platforms. Analyses, recommends and implements improvements to individual servers and the overall server architecture. Designs and develops strategies and implementation plans for client-server and Intranet solutions. Performs other directly related duties.

- 132 Print Production Officer/Junior Graphic Artist - Group "4"  
Coordinates print production activities. Arranges for tenders in accordance with policy and purchasing procedures and liaises with Authority staff including Purchasing and external suppliers to ensure delivery of materials as required. Responsible for quality control, stores **art** boards and prepares reports on printing activities. Performs other directly related duties.
- 201 Distribution Officer - Group "5"  
In addition to the duties in 203 and 204 performed at the warehouse, operates and maintains distribution systems for support material. This includes computerized mailing lists, expediting packaging and distribution with outside suppliers for subscribers' payments, meeting delivery deadlines, advising on costs involved in distribution and directing work of clerical assistants. Performs other directly related duties.
- 202 Reprographic Systems Operator - Group "4"  
Schedules requests and operates photocopy equipment, including Docutech **and** related computer, so as to minimize costs and maximize clients' satisfaction for routine and special orders. Performs emergency and preventative maintenance on print shop equipment as required. Monitors shop supplies so as to ensure adequate materials are on hand for regular operations. Performs other directly related duties.
- 203 Stock and Inventory Clerk - 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.
- 204 Senior Stock and Inventory Clerk - Group "3" Merit Position  
In addition to the duties in 203, may direct the activities of Shipping and Receiving Department personnel. Performs other directly related duties.

- 205 Maintenance Clerk - Group "2"  
Operates and maintains file systems to control parts, inventory and maintenance records, by inputting data and generating reports as required. Liaises with Purchasing to order and expedite parts requirements in accordance with procurement guidelines. Checks supplies and materials as received. Stocks, records, issues and delivers parts, as directed. Collects parts and arranges for shipping in accordance with standard procedure. May be required to order and expedite parts in emergencies and perform other directly related duties.
- 206 Shipping and Receiving Coordinator - Group "5"  
In addition to the duties in 203 and 204, directs the activities of Stock and Inventory Clerks and expedites shipments and receipts with suppliers and internal departments. Coordinates and expedites customs clearances. Checks and tallies invoices in preparation for payment authorization and performs other directly related duties.
- 207 Media Librarian - Group "3"  
Under direction, expedites and coordinates activities related to cross-charging and maintaining the media libraries of completed programs and elements, maintains inventory of various media, operates the tape cleaner-evaluator-eraser, may schedule viewing rooms for use by clients, may order tapes. Generates reports and updates databases as required. Performs other directly related duties.
- 208 Senior Media Librarian - Group "5"  
In addition to the duties in 207, directs other Media Librarians, coordinates the erasure process for completed programs and element video and audio tapes, and performs other directly related duties.
- 210 Computer Programmer - Group "6"  
Contributes to the implementation of business, television, and information system solutions through the design, programming, testing, installation and documentation of computer systems and software, to time and budget. Provides support to client groups. With direction, maintains, changes and enhances computer systems, trains users, and provides technical assistance. Maintains personal knowledge of software and hardware developments. May recommend opportunities to improve business processes. Performs other directly related duties.

211 PC Support Technician - 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.

213 Telephone System Administrator - Group "7"

Coordinates the operation of the telephone system by monitoring and reporting on the use, performance and costs of the system and related equipment. Conducts orientation and training sessions on use of system and monitors adherence to User Manual. Identifies and requisitions maintenance services and coordinates telephone installations and relocations with clients and contractors. Updates and reissues telephone directories and User Manuals, as required. May assist with scheduling of switchboard personnel and perform other directly related duties.

214 Systems Analyst - Group "9"

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.

- 215 Micro-Computer Analyst - Group "10"  
Commissions and coordinates installations and upgrades of microcomputers and related equipment. Oversees **IS** staff on the troubleshooting of day-to-day hardware and software problems associated with desktop computers and printers. Evaluates and recommends hardware and software needs and requirements for the organization, ensuring consistency and compatibility. Plans and schedules Help Desk support; monitors and prioritizes Help Desk work orders. Coordinates technical support for special On-Air events, internal office moves and external client requirements. Coordinates, recommends and assist with budget process. Performs other directly related duties.
- 217 Media Services Coordinator - Group "7"  
Acquires, organizes and prepares media resource materials, coordinates print and production documents related to television series. Maintains client and production files, liaises with outside institutions re production and delivery of print resources and educational systems. Develops and maintains select mailing lists for specific projects and client groups and coordinates services to clients. Supports utilization officers and follows **up** on problems associated with programming, distribution and client services. Attends meetings and conferences and provides liaison with other departments. Performs other directly related duties.
- 218 Library Officer - Group "5"  
Under the direction of the Coordinator, Library Services, provides research, information and reference services to corporate and programming client groups. Performs computerized database searches with specialized library equipment. Extracts data from materials and assists with the preliminary compilation of subject profiles and analyses. Performs library ordering and maintenance duties with respect to administration, accounting, ordering, acquiring, cataloguing and circulation of library materials. May assist clients in the use of the library. Performs other directly related duties.
- 219 CAD Operator - Group "5"  
Using CAD systems, under direction, may produce technical drawings of architectural, electrical and/or mechanical nature. May prepare diagrams, charts and graphs and assembly for engineering documents and reports. Files and maintains inventory for drawings. Produces prints and copies of drawings. Performs other directly related duties.

- 220 Customer Service Representative - Group "5"  
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.
- 221 Volunteer Coordinator - Group "6"  
Recruits, trains and directs volunteers for various corporate events. May initiate, prepare, edit, write and rewrite solicitation copy, reports, and promotion materials, Coordinates volunteer activities. May negotiate with outside sources for donations associated with events. May do public relations liaising with Authority personnel, outside media agencies, institutions and suppliers. Performs other directly related duties.
- 222 Senior Project Materials Officer - Group "7"  
Researches, prepares, acquires, writes, edits, selects and evaluates project materials and information. May test and evaluate products, estimate trends, liaise with schools and take part in utilization workshops and exhibits. May advise management on suitability of support materials and provide cost estimating and budget control information. Performs other directly related duties. May direct the activities of new and/or less experienced project materials officers.
- 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.
- 224(a) Resource Scheduling Officer - Group "5"  
Schedules and confirms as required all studio, field and post facilities and personnel, including freelance personnel on established authorization. Prepares and issues schedules of facilities and usage reports. May be required to process cross-charges, staff and freelance time sheets and maintain records. Performs other directly related duties.

- 224(b) Senior Resource Scheduling Officer - Group "6" Merit position  
In addition to the duties in 224(a) may be required to direct new and/or less experienced resource scheduling officers.
- 225 Receptionist - Group "2"  
Operates console telephone, receives and directs visitors, redirects calls and keeps track of staffs whereabouts for any calls by phone or personal contact. 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.
- 227(a) Secretary - Group "3"  
Performs skilled secretarial and clerical functions, including transcription, receptionist, filing and record keeping. Performs other directly related duties.
- 227(b) Senior Secretary - Group "4" Merit position  
In addition to the duties in 227(a), may direct the activities of new and/or less experienced clerical personnel.
- 228 Senior Clerk - Group "2"  
Performs skilled clerical and record keeping functions, operates specialized office equipment and performs other directly related duties.
- 229(a) Broadcast Traffic Officer - Group "4"  
As directed, assembles, prepares and enters data for network program logs and scheduling worksheets. Assigns codes, creates and maintains files and enters data into computer systems for program inventory, promotion tapes, slides and messages and issues weekly reports on same. Prepares, amends and distributes daily and weekly reports on the use of presentation elements and verifies timetable. Performs other directly related duties.
- 229(b) Senior Broadcast Traffic Officer - Group "5" Merit position  
In addition to the duties in 229(a), may direct the activities of new and/or less experienced Broadcast Traffic Officers.



- 230 Accounting Clerk - Group "4"  
Verifies and processes accounts payable payments; responds to client and customer queries; reconciles vendor statements; collects and process payments of outstanding accounts; process accounts receivable contracts and invoices. Responsible for month-end and year-end closing processes. May provide commitment accounting services to other departments as needed. Performs other directly related duties.
- 234 Coordinator - Dubbing Services - Group "4"  
Plans daily dubbing schedule and coordinates dubbing facility requirements. Expedites and coordinates activities related to cross-charging. May liaise with Sales & Licensing, and other departments as required regarding individual orders and systems operation. May perform other directly related duties.
- 235 Research Coordinator - Group "5"  
Coordinates support and administrative services in the areas of communication and computer technology as required. May perform administrative duties related to the development and maintenance of research databases and the operation of the test centre. May assist the research staff throughout the various stages of a project by performing sample recruitment and data collection, scoring tests and questionnaires, coding, inputting and accessing data, conducting data analysis **tasks**, and testing and revising instruments. May respond to internal requests for research data upon departmental approval. May prepare in-house reports (with recommendations) on research-related services. May be asked to advise research staff in the **use** of departmental hardware and software. Performs other directly related duties.
- 236 Marketing Sales Coordinator. -Group "4"  
Assists the Sales Team. Liaises with current distributors and clients, ensures that reporting requirements and activity reports are completed in a timely and efficient manner. Assists, as required, in the research of product, client and distributor information. Prepares memoranda, forms, schedules and requisitions for the ordering of sales previews and distributor requests, including promotional materials. Under direction, is responsible for contract fulfillment. May direct the activities of other personnel assigned to Marketing. 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. May initiate various reports on departmental usage for Manager. Performs other directly related duties.
- 238 Administrative Coordinator I - Group "4"  
Initiates, coordinates and prepares statistical reports and summaries, and compiles 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.
- 239 Documentary & Independent Production Rep. - Group "8"  
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.
- 240 Sales Assistant - Sales & Licensing - Group "7"  
Acquires, organizes and prepares media resource materials, coordinates print and production documents related to television series. Maintains client and production files, liaises with outside institutions re production and delivery of print resources and educational systems. Develops and maintains select mailing lists for specific projects and client groups and coordinates services to clients. Supports utilization officers and follows up on problems associated with programming, distribution and client services. Attends meetings and conferences and provides liaison with other departments. Performs other directly related duties.

- 241 Micro Computer Administrator - Group "7"  
Provides micro computer operations support to Communications staff; produces promotional materials, schedules and reports; inputs publications, retrieves data and updates various databases. Performs other directly related duties.
- 242 Software Evaluator - Group "7"  
Evaluates and reports on the educational and technical quality of grant-eligible micro computer systems software for the Ontario Educational Software Service and prepares instructions and guidelines for teachers' use. Prepares software descriptions for catalogue and coordinates publication and distribution of catalogue. Liaises with clients and assists in resolving software related problems. Performs other directly related duties.
- 243 Visual Researcher - Group "6"  
Researches, obtains, screens and evaluates the suitability of photographic, video/film material and sources for programming and/or publication and/or promotional purposes. Confers with clients. May read scripts and outlines. Negotiates rates for purchase and sale of stock shots. Records photographic and video clearances and prepares various documents for approval. Maintains photographic and video library. Performs other directly related duties.
- 244 Visual Research Coordinator - Group "7"  
In addition to the duties in **243**, advises and coordinates the activities of Visual Researchers.
- 245 Copyright Clearance Officer - Group "6"  
Establishes a file for each production, contacts rights holders and negotiates copyright clearances for programming, marketing and publications prior to use. Maintains master programming records, processes and distributes production and acquisition approvals, initiates the erasure/withdrawal process. Reviews the C.I.M., contracts with rights holders where required, initiates and processes payment upon authorization. Enters all copyright information in the data base, including co-production and acquisition agreements. Maintains and reports on reclearance budget records for Directors/Creative Heads. 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.

246(b) Senior Purchasing Officer - Group "7" Merit position

In addition to the duties described in 246(a), may direct the activities of new and/or less experienced Purchasing staff.

248(a) Scheduling Officer - Group "5"

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(b) Senior Scheduling Officer - Group "6" Merit Position

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

249 Product Analyst - Group "7"

Researches and maintains product information including curriculum content and copyright. Identifies potential product in development. Prepares analysis for product positioning such as market trends, competitor profiles and product comparisons. Develops report and presentation formats. Attends trade shows and other events, as required. May be required to act as a project leader. Performs other directly related duties as assigned.

- 250 Sales Analyst - Group "7"  
Develops and maintains all sales databases. Recommends upgrades/changes, as required. Produces sales reports, analysis, and contribution analysis for planning, budgeting and quarterly reviews. Reconciles databases to general ledger for all sales transactions, monitors payment and collection of all sub-distribution agreements, outstanding accounts receivables and notifies sales manager of all potential bad debts. May prepare business plans and analysis for market entry of new ventures. Performs other directly related duties as assigned.
- 251 Junior Accountant - Group "5"  
Maintains 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 cheque signature plates, cash and traveler's cheques. Performs other directly related duties.
- 252 Intermediate Accountant - Group "7"  
Prepares pension fund financial statements; coordinates pension plan audit. Audits accounts payable cheques and Membership tax receipts. Performs 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 Membership Systems Administration and Statistics - Group “7”  
Develops and maintains all membership databases. Recommends upgrades/changes, as required. Recommends project implementation, continuance or cancellation. Provides statistics on current projects and projections on new proposals. Produces reports and analyses for planning, **budgeting and quarterly reviews. May assist the Coordinator, Membership Systems** during on-air campaigns. Performs other directly related duties as assigned.
- 256 Program Acquisition Officer - Group “7”  
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.
- 258 Customer Service Representative/Team Leader - Group “7”  
In addition to the duties described in 220, directs the activities of the Customer Service Representatives.
- 264 TVOKids Relations Officer - Group “8”  
Under the direction of the Series Producer, coordinates all aspects of TVOKids mail, tours, PR, contests and website. Supervises and evaluates interns/co-op students. Performs other directly related duties.
- 265 Media Research Coordinator - Group “5”  
Researches and closely monitors daily and weekly newspapers and internet sites for TVOntario and industry-related articles for distribution. Coordinates Media Packages, Press Kits and event promotion. Liases with external news services. Maintains internal and external mailing lists. 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.
- 269 GED Coordinator - Group “5”  
Provides administrative, clerical and communications services to the General Education Development testing service in the Province of Ontario. Assists the GED Manager and coordinates the work of the GED Assistant.
- 301 Utilization Officer - Group  
Creates, organizes and carries out utilization strategies regarding the use of television-based learning systems, including presentations, workshops, conferences and speaking engagements. Works with research personnel to evaluate learning systems. Monitors and reports on client needs. Performs other directly related duties.
- 302(a) Research Officer - Group “10”  
Implements assigned research projects and may develop research objectives with clients. Designs and carries out background research, research proposals, sample design, research instruments; collects, analyzes and interprets data. Produces written reports for internal and external distribution and oral reports; proposes recommendations and may present results to clients. Provides information on television/ technologies, education, communications, societal and related issues which meets corporate and client needs. Consults with clients as required. May direct the activities of other research personnel on selected projects. Performs other directly related duties.
- 302(b) Senior Research Officer - Group “11” Merit Position  
In addition to the duties described in 302 (a), defines research needs and projects with clients, oversees or conducts project implementation and undertakes complex research projects. Acts as a consultant to clients. May direct the activities of new and/or less experienced research officers. Performs other directly related duties.

- 306 Coordinator, Library Services - Group "8"  
Coordinates library activities and is responsible for the planning, organizing and directing of staff so as to provide effective service to internal and external clients. Acquires and classifies library materials, conducts information searches, prepares abstracts, disseminates research materials, develops library resources. Performs other directly related duties.
- 307 Coordinator, Membership Systems - Group "7"  
Coordinates administrative activities in Membership by directing the activities of clerical personnel. Develops and maintains computer systems, procedures and related materials to support the membership and campaign tracking process. May assist in the preparation of analytical reports. Liaises with Accounting and Information Services. Performs other directly related duties.
- 308 Information Officer - Group "5"  
May initiate, prepare, edit, write and rewrite, news releases, reports, scripts, manuscripts, advertising copy and sales-promotion materials. May organize promotions, exhibits and displays and maintains standards of the corporate identity. May organize internal and external promotions and public relations events which may include tours, presentations and screenings. May do public relations liaising with Authority personnel, outside media agencies, institutions and suppliers. Performs other directly related duties.
- 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.
- 310 Senior Systems Analyst - Group "11"  
In addition to the duties of a Systems Analyst, initiates, defines and undertakes complex system projects. Acts as a project leader. Assists in identifying and deploying capital requirements, and assessing risk. Advocates effective solutions to business needs. Develops solutions to clients' information problems. May direct or coordinate the activities of new, or less experienced Computer Programmers and System Analysts. Performs other directly related duties.



- 311 Team Leader, Communications - Group "10"  
Directs the activities of Communications staff. Initiates, prepares, edits, writes and rewrites news releases, reports, scripts, manuscripts, advertising copy and sales-promotion materials. Organizes promotions, exhibits and displays and maintains standards of the corporate identity. Organizes internal and external promotions and public relations events which may include tours, presentations and screenings. Responsible for public relations liaising with Authority personnel, outside media agencies, institutions and suppliers. Performs other directly related duties.
- 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 TVOntario 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.
- 313 New Media Analyst - Group "8"  
Under the direction of the Project Manager, monitors, researches and facilitates the development of e-learning sites. Determines and assesses effectiveness of identified web sites. Develops reports and makes recommendations based on research results. Acts as main contact/liaison for project team. Performs ongoing site maintenance. Performs other directly related duties.
- 314 Education and Research Advisor - Group "13"  
Under the direction of the Chief Learning Officer, recommends and approves the educational content, design interface and usability features of new media products. Supervises, designs and implements environmental scans, evaluation research and needs assessments to position the new media products in the appropriate contexts in order to advance the mandate of the New Media Division of TVOntario.

315(a) New Media Specialist I - Group "9"

Brainstorms content ideas and develops story boards. 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 middle ware 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.

315(b) New Media Specialist II - Group "11"

In addition to the duties in 315, may direct the activities of new and/or less experienced New Media Specialists.

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