

**Memorandum of Agreement  
between  
ZoomerMedia Limited, Television Division  
and  
Canadian Media Guild**

The parties hereto agree that, subject to the ratification by the members of the bargaining unit, the Collective Agreement, which expired August 31, 2013, shall be renewed from September 1, 2013 to August 31, 2016. All revisions are effective on the date of ratification except for: the September 1, 2013 general salary increase of 2%, which will be paid for all hours worked retroactive to September 1, 2013, and: the special salary adjustments (scale adjustments) which are effective January 1, 2014. Employees who receive a special adjustment as detailed on the attached spreadsheet are not eligible for the general increase on September 1, 2013. The union bargaining committee agrees to recommend acceptance of the following attached revisions to its members including revisions to the following articles:

- 2 - Scope and Recognition
  - 23 - Statutory Holidays
  - 25 - Annual Vacation
  - 26 - Maternity/Paternity Leave
  - 27 - Leave without Pay
  - 35 - Improvement Plan
  - 38 - General Salary Provision
  - 39 - Term and Salary
  - 40 - Staff Benefits
  - 44 - Sale or Transfer of Business
- Letter Re Vacation Schedule for Employees Hired as of September 1, 2010  
Letter Re: MZTV Production and Distribution and ZoomerMedia Limited, Television Division  
Letter Re: Corporate Accounting

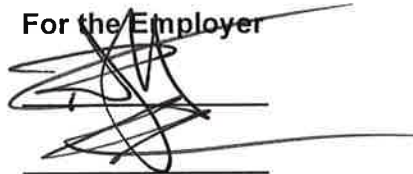
All other provisions of the Collective Agreement will remain as per the previous Agreement.

This Memorandum of Agreement is signed this 23rd day of January, 2014.

For the Union


For the Employer



**ZoomerMedia/CMG Negotiations 2013/14**

**Article 2 – Scope and Recognition**

Amend 2.1 to read as follows:

- 2.1 The Employer recognizes and agrees that the Union is the sole and exclusive bargaining agent for all employees in the bargaining unit defined by the Canada Industrial Relations Board in its Certificate issued February 7, 2005. The Employer and the Union have agreed that, further to the CIRB Certificate, the following positions are excluded from this Agreement:  
Employees in the ZoomerMedia Limited Information Technology department including Systems Analysts and Help Desk Technicians and the ZoomerMedia Limited Sales Research Department; Manager, Mosaic Screening; Vice President Original Content; Creative Director; Post Production Manager; **Producer**; Videographer; On-Air Talent.

Agreed Jan 23/14

CMG *Dei Plante*

Company *[Signature]*

**ZoomerMedia/CMG Negotiations 2013/14**

**Article 23 – Statutory Holidays**

Amend first paragraph of 23.2.2 as follows:

Employees who wish to take a substitute holiday as per 23.2.1 must complete a leave request form. This form must be signed by the employee's direct supervisor and forwarded to ~~Administration~~ **Human Resources**.

Agreed Jan 10/14

CMG [Signature]

Company [Signature]

**ZoomerMedia/CMG Negotiations 2013/14**  
**Article 25 – Annual Vacation**

Amend 25.5 to read as follows:

Employees shall take their vacations at a time of their choosing, subject to the reasonable operational requirements and approval from the Employer.

**Employees may request vacation for up to one (1) year in advance.**

**However, employees in operations (i.e. employees who work on shifts such as Master Control Operators) can only submit requests for vacation time over the Christmas season starting from October 1 each year.**

Agreed \_\_\_\_\_

*Sign 10/14*

CMG \_\_\_\_\_

*[Handwritten signature]*

Company \_\_\_\_\_

*[Handwritten signature]*

~~23.6~~  
26.6 *fd*

**ZoomerMedia/CMG Negotiations 2013/14**

**Article 26.6 – Maternity/Paternity Leave**

Add new ~~23.6~~ and renumber remainder of article accordingly:

A non-birth parent may take three (3) days paid leave for attending the delivery and/or for care following the birth or adoption of a child.

Agreed \_\_\_\_\_ *Jan 23/14*

CMG \_\_\_\_\_ *[Signature]*

Company \_\_\_\_\_ *[Signature]*

**ZoomerMedia/CMG Negotiations 2013/14**

**Article 27 – Leave Without Pay**

Amend to read as follows:

**Article 27 – LEAVE WITHOUT PAY**

- 27.1 An employee who requires a leave of absence in addition to his/her vacation entitlement for exceptional reasons shall submit a request for such as far in advance as reasonable and possible describing the reason for the request.
- 27.2 The Employer shall review the request in light of operational requirements, reason for the leave and whether the leave in question is related to the employee's position or career.
- 27.3 The Employer shall provide the employee with a written answer as soon as possible but in all cases within ten (10) working days of the employee's written request.  
If the request is denied, the reasons for denial will be included in the written answer.
- 27.4 **At the conclusion of a leave of absence the employee will have the right to return to the position he/she left prior to the leave period. If the position no longer exists the employee may assume a vacant position at the same or lower salary scale provided he/she has the ability to perform the job without training. If no such position exists, the provisions of Article 30 shall apply.**
- Employees granted a leave without pay shall not lose their seniority if they report on schedule upon the expiration of such leave. It is agreed and understood that unless other written arrangements are agreed to, seniority will not accumulate while on leave without pay. Unless written arrangements have been made prior to the commencement of leave, no benefit plans will apply during the period of leave without pay.
- 27.5 Leave without pay will not be granted for a period of more than one (1) year.
- 27.6 In granting and scheduling a leave of absence, the Employer and the employee shall ensure that all vacation entitlement is allocated or used prior to the commencement of the leave period.

Agreed \_\_\_\_\_ *Jan 23/14*

CMG \_\_\_\_\_ *[Signature]*

Company \_\_\_\_\_ *[Signature]*

**ZoomerMedia/CMG Negotiations 2013/14  
Article 35 Improvement Plan**

Delete article and renumber following articles accordingly.

Agreed Jan 10/14

CMG [Signature]

Company [Signature]

**ZoomerMedia/CMG Negotiations 2013/14**

**Article 38 – GENERAL SALARY PROVISIONS**

Amend to read as follows:

- 38.1 Employees will be paid according to the salary scale applicable to the classification to which they are assigned. The salary grades and scales may be adjusted by mutual agreement.
- 38.2 The placement of a new hire on the salary scale will be at the discretion of the Employer.
- 38.3 The salary grades set out in this article are minimum basic salaries. The Employer may grant discretionary increases, above-scale salaries or bonus payments to employees who consistently meet or exceed the expectations of their job.
- 38.4 **The Employer shall have the right to create senior classifications where reasonable and merited for existing employees who are considered experts in their discipline, consistently strong performers, and who demonstrate leadership ability, accountability and the ability and willingness to train and assist other employees. Senior classifications will be established in the next higher salary scale from the regular level of a classification. Appointments to senior classifications shall be determined by the Employer and will be based on merit. Employees who are promoted into a senior classification shall receive a minimum 10% salary increase upon appointment.**

Salary scales:

**Grade 1: Receptionist**

Effective Date	Low	High
September 1, 2013	30,000	37,944
September 1, 2014	30,600	38,703
September 1, 2015	31,212	39,477

**Grade 2: ~~Listings Coordinator~~; Production Assistant; Junior Editor; Facilities Assistant; Mosaic Programming Screener; On-Air Placement Coordinator; Traffic Coordinator; Assistant Online Editor; Studio Grip; Closed Captioning Coordinator; Technical Assistant**

Effective Date	Low	High
September 1, 2013	33,312	45,533
September 1, 2014	33,978	46,443
September 1, 2015	34,657	47,372

**Grade 3: Senior Mosaic Programming Screener; Media Coordinator; Editor; Researcher; Camera Operator; Creative Writer; Technical Director; Mosaic Business Affairs Assistant; Master Control and Ingest Operator; ~~Senior Master Control and Ingest Operator; Website Developer~~; Scheduling Coordinator; Business Affairs Coordinator; Client Relations Coordinator; ~~Audio Editor~~; Intermediate Accountant; AR/AP Accountant;**



Accounts Receivable Administrator; **Online Content Editor; Editor-Packaging; Regulatory Business Affairs Coordinator; Senior Traffic Coordinator; Front of House Audio Operator; Production Floater**

Effective Date	Low	High
September 1, 2013	40,000	54,639
September 1, 2014	40,800	55,732
September 1, 2015	41,616	56,847

**Grade 4:** Preditor; Senior Editor; Associate Producer; Senior Camera Operator; Motion Graphics Editor; On-Air Department Supervisor; Maintenance Technician; **Mosaic Business Affairs Supervisor; Senior Master Control and Ingest Operator; Audio Editor; Production Supervisor; Lighting Technician**

Effective Date	Low	High
September 1, 2013	47,968	65,568
September 1, 2014	48,927	66,879
September 1, 2015	49,906	68,217

**Grade 5:** Supervisor Mosaic Programming; **Senior Maintenance Technician; Preditor Supervisor**

Effective Date	Low	High
September 1, 2013	57,361	78,681
September 1, 2014	58,508	80,254
September 1, 2015	59,678	81,859

Agreed Jan 23/14  
 CMG [Signature]  
 Company [Signature]

**ZoomerMedia/CMG Negotiations 2013/14**  
**Article 39 – TERM & SALARY**

Amend to read as follows:

**TERM**

- 39.1 The term of this agreement shall commence on the date of ratification by the bargaining unit.
- 39.2 The term shall continue until August 31, 2016 or such other date as may be mutually agreed upon by the parties.

**SALARY**

- 39.3 During the term of this agreement, the annual salary and the lowest amount on each salary scale of each employee shall be increased:
- Effective September 1, 2013: 2.0%
  - Effective September 1, 2014: 2.0%
  - Effective September 1, 2015: 2.0%

Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Company \_\_\_\_\_

*Jan 23/14*  
*[Signature]*  
*[Signature]*

**ZoomerMedia/CMG Negotiations 2013/14**  
**Article 40 – STAFF BENEFITS**

- 40.1 The Employer shall pay eighty percent (80%) of the cost of premiums for the Group Insurance Plan ("the Plan") with the exception of the Long Term Disability Plan ("LTD"). Employees who elect to participate in the Plan must pay for 100% of LTD premiums, which will result in a tax-free benefit, and for twenty percent (20%) of all other premiums. The Employer shall pay one hundred percent (100%) of the cost of the Employee Assistance Program.
- 40.2 There shall be no reduction in the level of benefits provided to members of the bargaining unit during the term of this collective agreement without the written consent of the union, **which shall not be unreasonably withheld with respect for the plan being a Company wide plan.**

Agreed \_\_\_\_\_ *Jan 10/14*

CMG \_\_\_\_\_ *[Signature]*

Company \_\_\_\_\_ *[Signature]*

**ZoomerMedia/CMG Negotiations 2013/14**  
**Article 44 – Sale or Transfer of Business**

Amend to read as follows:

44.1 In the event the Employer sells all or part of its operations to outside interests involving work, which falls within the scope of this collective agreement, the Employer agrees to meet with the union to discuss any concerns the union may have. Such a meeting will not replace or estop the rights outlined in article 33 or by legislation including, but not limited to the *Canada Labour Code*.

44.2 Any member of the bargaining unit whose position is eliminated as a result of the sale or transfer of any portion of the Employer's operations will be dealt with under terms that are no less favourable than those of article 30 of this collective agreement.

Agreed Jan 10/14  
CMG [Signature]  
Company [Signature]

**ZoomerMedia/CMG Negotiations 2013/14**  
**Letter of Agreement Re: MZTV Production and Distribution and ZoomerMedia Limited, Television Division**

Amend to read as follows:

The Employer and the Union agree that MZTV Production and Distribution ("P&D") falls within ZoomerMedia Limited Television Division with respect to this collective agreement.

The Employer and the Union ("the parties") have agreed that the following job classifications will be excluded from the bargaining unit:

- 1/ Vice President Original Content
- 2/ Creative Director
- 3/ Post Production Manager
- 4/ Producer
- 5/ Videographer
- 6/ On-Air Talent

In the event the Union believes that an individual in the Producer classification is not actively and significantly involved in managing employees (which includes functions such as: directing and evaluating work performance; assigning work; corrective action, and hiring), the parties shall meet in Joint Committee to discuss the Union's concerns. In the event the Company cannot resolve the Union's concerns, the issue may become the subject of a grievance to determine if the position should be excluded from or included in the collective agreement.

Employees in job classifications in MZTV, which will be included in the bargaining unit, shall have their full service with ZoomerMedia Limited recognized as seniority under the collective agreement effective the first day of work in the combined operation and will be dovetailed into the seniority list accordingly.

Agreed \_\_\_\_\_ *Sign 23/14*

CMG \_\_\_\_\_ *[Signature]*

Company \_\_\_\_\_ *[Signature]*

**ZoomerMedia/CMG Negotiations 2013/14**

Add New Letter of Agreement as follows:

**Letter of Agreement Re: Corporate Accounting**

With respect to the Employer's intention to provide increased opportunity for accounting employees the Union agrees that employees in the accounting classifications covered by this collective agreement may be assigned to perform work for ZoomerMedia divisions other than the Television division and that the assignment of such work will not result in the Union claiming jurisdiction over such work.

Agreed Jan 23/14  
CMG [Signature]  
Company [Signature]