

MEMORANDUM OF AGREEMENT

BETWEEN

SHAW MEDIA

AND

CANADIAN MEDIA GUILD

JUNE 17, 2014

OFFER TO SETTLE ALL OUTSTANDING ISSUES

The Company has the following proposal which if accepted by the Union will result in the execution of a Memorandum of Agreement. If this proposal is not accepted the Company reserves the right to revert to its previous position on any one of all of the outstanding Articles/proposals.

1. All Articles previously agreed and signed:
 - Article 10 – Bulletin Boards
 - Article 24 – Leave for Union Activities
 - Article 35 – Standby (language in 35.05, 35.06)


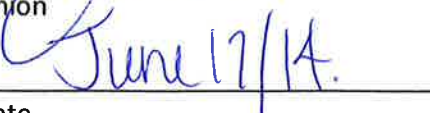
2. All Articles previously agreed in principle but unsigned – remain agreed.
 - Article 6.02 – Merit - Company counter proposal of June 16, 2014
 - Article 6.03 – General Salary Provisions – 6.03 Upgrading rate - Company’s proposal of March 26, 2014
 - Article 7.02 – Classifications & Salary Groups – slotting – Company proposal of June 16, 2014
 - Article 7.04 – Classifications & Salary Groups – Sr Designation language – Company counter – May 8,2014
 - Article 8 – Annual Vacation – Company counter proposal of April 24, 2014
 - Article 17 – Holidays – Company counter proposal of May 8, 2014
 - Article 23.01 – Layoff and Recall – Company counter proposal of June 16, 2014
 - Article 25 – Chiropractor: maximum \$500/year - Company counter proposal of June 16, 2014
 - Article 26 – Maternity & Parental Leave – Company proposal of April 24, 2014
 - Article 35 – Standby – Company proposal of March 26, 2014
 - Appendix A – Permanent Part-Time Employees - Company proposal of May 8, 2014
 - Appendix B – Temporary Employees - Company proposal of May 8, 2014

3. Proposals previously withdrawn by the Union and/or Company – remain withdrawn.

4. All Articles as outlined below:
 - Article 7 – Classifications & Salary Groups
 - 7.03 - Annual increases of 1.5% on May 1, 2014, 1.75% on May 1, 2015, 1.75% on May 1, 2016
 - Classifications & Salary Groups – Union proposal of June 16, 2014 – Company accepts
 - Slotting into new scales – Company proposal of June 17, 2014
 - Recognition of 2 special increases for Kathleen Boudreau and Grace Hu
 - Classification of Bruce Wiseman and Steven Cunningham

 - Lump sum payment of \$300 per person to be paid within 3 weeks of ratification

 - Article 17 - Holidays - Addition of two holidays - Easter Monday and Remembrance Day


Union

Date


Company

Article 6 – General Salary Provisions

6.02 It is understood that recognition of industry experience, the granting of merit increases in salary, and the provisions of any additional benefits to an employee are matters for the sole discretion of the Employer. Merit pay may be granted to individuals who exceed performance expectations.

Article 6 – General Salary Provisions

Amend 6.03 as follows:

Employees who are temporarily assigned, for two (2) or more shifts consecutively or for three (3) or more shifts in any one (1) week, to perform some or all of the functions of a higher classification will be temporarily promoted to the higher classification and will be compensated at a higher rate for the duration of the assignment. **The employee's remuneration during the term of the temporary assignment will be the greater of, the minimum rate for the higher classification or, fifteen per cent (15%) of the employee's hourly rate.**

Article 7 – Classifications and Salary Groups

7.01 Progression within a salary group shall be automatic and shall occur annually (May 1st).

7.02 For the purpose of the implementation of this Agreement, initial placement of employees on the revised salary scales (“slotting”) will be based on the employees’ base salary as of the day prior to implementation. The employee will be slotted on the closest step on the scale which constitutes an increase. Where, as a result of such slotting, the increase is less than the annual increase for May 1, 2014 as outlined in article 7.03, the employee’s salary shall be adjusted to reflect the May 1, 2014 increase outlined in article 7.03. In the second and subsequent years of the collective agreement, employees on salary steps will receive the designated step increase as per their Salary Group on May 1st or the annual increase designated in article 7.03, whichever is greater.

7.03 Every employee will receive an increase of not less than the following in each year of the agreement:

- May 1, 2014 – one and one-half per cent (1.50%)
- May 1, 2015 – one and three-quarters per cent (1.75%)
- May 1, 2016 – one and three-quarters per cent (1.75%)

7.04 When a senior designation is appointed by management she/he shall receive a minimum of five per cent (5%) on top of her/his current annual salary. In order to be considered for a senior designation, it is understood that a candidate must excel in the following criteria:

1. **Work Performance and Technical Knowledge** – the employee’s work performance is consistently at a high level in terms of quality, accuracy and level of output and is performed error free with minimal guidance or instruction. As well, the employee demonstrates an in-depth knowledge of the job and keeps up-to-date of new and changing technologies or methods of work.
2. **Problem Solving Skills** – the employee readily accepts assignments or tasks of a challenging nature and consistently meets objectives. Strong comprehension of obstacles, consequences and alternatives is demonstrated. The employee overcomes obstacles in a constructive manner and work is completed without difficulty.
3. **Leadership** – the employee takes the lead in completing tasks, assignments or projects and supports the work of others through constructive advice and/or suggestions. They are respected by their peers and demonstrate initiative to provide guidance and/or training to others.
4. **Ability to Evolve and Grow** – the employee has adjusted professionally to changing priorities and objectives. They demonstrate willingness to accept new challenges and acquire new skills required to meet organizational objectives. The employee implements new approaches or practices to improve quality or productivity.
5. **Accountability, Commitment, Punctuality and Attendance** – the employee is consistently dependable in terms of attendance and approach to work. They contribute to the success of the department by consistently completing work assignments on time and frequently with above standard results.
6. **Perspective and Approach** – ideas and suggestions are readily exchanged with others. The employee is dependable, demonstrates openness to feedback and is routinely collaborative and helpful to others.

Article 7 – Classifications & Salary Groups

Group 1: Dub Operator

Step 1	Step 2	Step 3
\$39,500	\$41,000	\$42,500

Group 2: Assistant Editor, Broadcast Media Coordinator

Step 1	Step 2	Step 3
\$43,500	\$45,000	\$46,500

Group 3: Closed Captioner

Step 1	Step 2	Step 3
\$45,000	\$47,000	\$49,000

Group 4: Master Control Operator, Media Processing Operator, Presentation Editor

Step 1	Step 2	Step 3	Step 4	Step 5
\$48,000	\$50,000	\$52,000	\$54,000	\$56,000

Group 5: Media Workflow Technician (formerly Sr. Media Processing Operator)

Step 1	Step 2	Step 3	Step 4	Step 5
\$51,000	\$53,000	\$55,000	\$57,000	\$59,000

Group 6: Post Audio Designer, Promo Editor

Step 1	Step 2	Step 3	Step 4	Step 5
\$56,000	\$58,000	\$60,000	\$62,000	\$64,000

Group 7: Broadcast Technologist, Intermediate Post Audio Designer, Visual Effects Artist

Start*	Step 1	Step 2	Step 3	Step 4	Step 5
\$58,000	\$62,000	\$64,000	\$66,000	\$68,000	\$70,000

*The "Start" step is intended for new employees who have less than 2 years of industry experience. They will remain at the "Start" salary until May 1 following their first anniversary in the role. On May 1 following their date of hire they will be eligible to receive the annual increase as outlined in article 7.03.

Article 8 – Annual Vacation

8.01 During the first calendar year of employment, vacation will be earned at the rate of one and one-quarter (1.25) days for each completed month of service to a maximum of three (3) weeks.

8.02 Employees who have completed specified service as of their anniversary date will be entitled to receive annual vacation with pay on the following basis:

- a) After completing one (1) year of continuous service the employee will be entitled to three (3) weeks of annual vacation, earned at the rate of one and one-quarter (1.25) days for each completed calendar month of service.
- b) After completing seven (7) years of continuous service the employee will be entitled to four (4) weeks of annual vacation, earned at the rate of one and two-thirds (1.66) days for each completed calendar month of service.
- c) After completing fifteen (15) years of continuous service, the employee will be entitled to five (5) weeks of annual vacation, earned at the rate of two and one-twelfth (2.08) days for each completed calendar month of service.

8.03 To receive credit for earned vacation in any given month, an employee must work for at least half of the working days in that month.

8.04 Employees will take vacation in the calendar year it is earned and there shall be no carry-over except as approved in writing by management.

8.05 Vacation schedules are to be approved by management subject to employee requests, operational requirements and whether vacation requests are for peak vacation periods. Preference will be given in the order requests are received, duration of requested time and/or when submissions are for peak vacation periods.

In the event management sets department submission deadlines for peak vacation periods, e.g. March break, summer and year-end holiday season, seniority will be given preference if submissions are received within the submission window. For greater clarity, each department manager, depending on staffing levels and department requirements, may set deadlines for upcoming peak vacation periods; however, previously approved vacation request will not be affected.

8.06 The Employer reserves the right to schedule or assign employees to take any outstanding annual vacation accruals. Before exercising this right the Employer will meet with the employee to discuss the assignment or scheduling of accrued annual vacation days. Effort will be made to schedule such leave in a manner that is satisfactory to both parties.

8.07 In the event employment is terminated for any reason, earned vacation will be paid out based on the employee's basic salary as of time of departure. If the employee has a net deficit of vacation days, salary will be withheld on the same basis.

Article 10 – Bulletin Boards

10.01 The Employer agrees to the posting by the Union to employees regarding elections, meetings, negotiations and internal affairs of the Union on designated bulletin boards in the areas where members are working. All notices posted pursuant to this article must first be signed and approved by an Officer of the Union and a department Manager or Director or designate before posting.

Article 17 - Holidays

17.01 The Employer recognizes the following paid holidays:

New Year's Day

Family Day (3rd Monday of February)

Good Friday

Easter Monday

Victoria Day

Canada Day

Civic Holiday (~~designated as a paid holiday in lieu of Remembrance Day~~)

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

*The remainder of Article 17 remains unchanged

Article 23 – Layoff and Recall

23.01 When the layoff of permanent employees is anticipated, the Employer shall determine the positions to be eliminated and/or the number of employees to be laid off. The Employer will give the Union as much advance notice of layoffs as is reasonably practicable in order that discussions may be held to provide an orderly and equitable layoff procedure. The goal of these discussions is to alleviate or eliminate, as much as possible, the adverse effects of the staff reduction.

Management will advise employees of layoff. In any case no less than the following notice will be given in advance of the layoff date:

- a) Four (4) weeks to the Union;
- b) Two (2) weeks to employees

Within two (2) weeks from the time the Union is notified, the Employer shall consider voluntary resignations from employees in the classifications in which employees are to be laid off, and employees voluntarily resigning shall be eligible for severance pay in accordance with article 23.09.

*The remainder of Article 23 remains unchanged

Article 24 – Leave for Union Activities

24.01 Subject to operational requirements, the Employer will grant leave of absence without pay for not more than three (3) employees at any one time, not to exceed five (5) consecutive days per employee at any one time, so that the employee(s) may attend council meetings, education seminars and labour conventions. The aggregate leave granted under this article shall not exceed twenty (20) days in any calendar year. A request for such leave shall be submitted as much in advance as possible and no less than **fourteen (14)** calendar days ahead of the day requested.

Article 25 – Medical, Group Insurance & Pension Plans

25.01 Health – Chiropractor: max \$500/year

*The remainder of Article 25 remains unchanged

Article 26 – Maternity and Parental Leave

26.01 Upon the birth or legal adoption of a child, all permanent full-time and permanent part-time members of the bargaining unit who have completed at least six (6) months of continuous employment will be granted a leave to a maximum of fifty-two (52) weeks in accordance with the **Canada Labour Code**.

26.02 Employees may be entitled to Employment Insurance (EI) benefits, and should contact Human Resources and Skills Development (HRSDC) or Service Canada for more information. Employees who qualify for EI benefits and are eligible for company top-up payments as outlined in Article 26.03 below will be required to provide the Employer with their approved EI statement in order to begin receiving their top-up payments.

26.03 Maternity and Parental Leave Top-Up Program: Employees who have completed at least six (6) months of continuous employment and have babies born or adopted, are entitled to a paid leave for a maximum of twenty (20) consecutive weeks. For the first two (2) weeks, the employee will receive a benefit equal to the difference between the EI benefit and seventy per cent (70%) of their gross weekly base salary. For the remaining eighteen (18) weeks, the employee will receive a top-up to their EI benefit which together will equal seventy per cent (70%) of their gross weekly base salary. Should the employee not qualify for EI benefits, the employee will receive a benefit equal to the difference between the assumed EI benefit and seventy per cent (70%) of their gross weekly base salary.

26.04 Three-day Parental Leave: Co-parents who are not taking one of the leaves set out above but who have completed more than six (6) months of continuous employment are entitled to three (3) days of paid parental leave as of the birth or adoption of a child.

26.05 An employee who avails him/herself of one or more of the applicable leaves above will notify management in writing of his/her intentions no less than four (4) weeks in advance of the start of the leave. Furthermore, if the employee intends to either shorten or extend the length of a leave, he/she must request the change in writing no less than four (4) weeks in advance of the original or revised date of return (whichever is sooner) unless there are extenuating circumstances which make it impossible or impracticable to make such a request.

26.06 An employee returning from an approved leave under this article will be reinstated to their former position and assignment. If this is not possible, the employee will be reinstated to another position or assignment that is comparable in nature. If no position is available, the provision of Article 23 – Layoff and Recall, will apply.

26.07 Employees will continue to accrue unpaid vacation time while on leave.

26.08 The employee may maintain coverage as permitted under the terms of the Employer's benefits plans on the same basis as if he/she were in continuous regular employment, on the condition that the employee makes arrangements to pay both the employer and employee portions of the applicable premiums.

***Delete Letter of Understanding – Maternity and Parental Leave**

Article 35 – Standby

35.02 Where an employee has been designated or assigned to be on standby, the employee will receive a standby premium of **three dollars and fifty cents (\$3.50)** per hour for all hours spent on standby. The provisions of Article 11 – Call-Back shall not apply to those on standby.

* Delete Article 35.03

Article 35 – Standby

35.05 In the event a Broadcast Technologist, who is assigned to standby duty, and has the option to use remote access technology provided by the company to respond from home to priority incident notifications that cannot wait for resolution during working hours, or as directed by management require immediate response, the employee will be compensated according to Article 27 for actual time worked, but in this instance a minimum 30 minute charge shall apply.

Management will provide direction through policy on the required escalation interval(s).

35.06 Matters that require immediate action will be communicated to the Broadcast Technologist on standby through a telephone call.

Appendix A – Permanent Part-Time Employees

A.08 Part-time employees shall be entitled to receive compensation for statutory holidays, paid out on each regular pay period at a rate of **five** per cent (**5%**).

***5%** based on **12** statutory holidays

A.09 Delete

Appendix B - Temporary Employees

B.05 Temporary employees shall be entitled to receive compensation for statutory holidays, paid out on each regular pay period at a rate of **five** per cent (**5%**).

***5%** based on **12** statutory holidays

B.06 Delete

Add B.10 Salary Group

In the event that a temporary employee's contract extends beyond one (1) continuous year, they will be eligible to progress to the next step on their current Salary Group in accordance with Article 7 – Classifications and Salary Groups, where applicable.

Signed on the 17th of June 2014

For the Employer:

Jaime Caeiro
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Bianca Williamson
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For the Union:

Karen Graham
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