

**Memorandum of Agreement
Between
ZoomerMedia Limited, Television Agreement
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 Aug 31, 2017, shall be renewed from September 1 2017 to Aug 31 to August 31 2020. All revisions are effective upon the date of ratification except for: the general salary increase of 1.8 percent, which will be paid retroactive to September 1, 2017. The bargaining committees agree to recommend the acceptance of the following attached article revisions:

- 5 – Internships
- 8 – Union Rights
- 16 – Meal breaks
- 22 – Compassionate Care Leave
- 25 – Annual Vacation
- 26 – Maternity Leave
- 30 – Layoff and Recall
- 31 - Discrimination
- 37 – General Salary
- 38 – Term and Salary
- LOU – Independent Contractors for Use in MZTV Productions

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

This memorandum of Agreement is signed this 22 day of Nov, 2017.

For Canadian Media Guild



Matthew Douglas
CMG, Staff Representative



Darren Gonsalves
President, CMG Local



Mike Brown
Vice-President, CMG Local



Tara Schaub
Secretary-Treasurer, CMG Local

For ZoomerMedia



Allison Wilson
Director of Human Resources



David Vickers
Chief Financial Officer

Beverly Shenken
VP, Content and General Manager,
Television Division

ZoomerMedia/CMG Negotiations 2017

Article 5 – INTERNSHIPS, STUDENT PLACEMENT AND VOLUNTEERS

Amend to read as follows:

Article 5 – INTERNSHIPS and STUDENT PLACEMENT

- 5.1 Paid or unpaid internships; ~~and student placements and volunteer assignments~~ may be created. It is agreed and understood that no such program shall be implemented without consultation with and agreement of the union. Such agreement shall not be unreasonably denied. Agreement must be reached on issues including, without limitation:
- duration of the program: **internships shall be no less than two (2) weeks and shall not exceed twelve (12) weeks, at 35 hours a week, unless there is an additional educational requirement and the Guild agrees to the term. If there is a requirement for the internship to exceed twelve (12) weeks, the union will be consulted for approval. The approval of an internship longer than twelve (12) weeks will not be unreasonably denied.**
 - number of participants
 - selection of participants: **participants in the internship program must be enrolled in an appropriate educational institution, and must be partaking in the internship as part of curriculum required by the educational institution.**
 - selection and development of trainers/supervisors: **interns shall be assigned a mentor for the course of the internship who will provide regular guidance and feedback. If the mentor is a member of the bargaining unit, they shall be given appropriate support and resources, including time, to carry out their duties as a mentor. Mentors will be provided information on the time commitment required for mentoring and/or supervision and the roles and responsibilities associated with the internship.**
- 5.2 Such programs will be guided by the following principles:
- a) A balance will be considered between the training of interns/students/~~volunteers~~ and staff employees.
 - b) Unless it is a requirement of the position, individual employees may decline to supervise interns/students/~~volunteers~~.
 - c) Interns/students/~~volunteers~~ are not meant to be a source of free labour. Such placements exist for short-term training and developmental purposes and will not be used to replace existing staff or to avoid filling a vacancy.
- 5.3 Participants in internship programs shall receive an honorarium of \$100 for each full week of participation.

- 5.4 The union shall be given the name and expected internship duration of each new intern who begins at ZoomerMedia. The Employer and The Guild agree that a union representative will have an opportunity to meet with all interns as part of their orientation process.
- 5.5 If an intern/student/volunteer is requested to perform bargaining unit work beyond that agreed to at the time the placement began, the person shall be treated as a temporary employee with all the incumbent rights and responsibilities.

Agreed

Nov 2 2017

CMG

[Signature]

ZoomerMedia

[Signature]

ZoomerMedia/CMG Negotiations 2017

Article 8 – Union Rights

Amend 8.5 to read as follows:

8.5 The Employer agrees to the reasonable posting by the union of announcements to employees regarding internal affairs of the union on bulletin boards belonging to the Employer. The approval of posters and information will not be unreasonably denied.

Agreed

Nov 2 2017

CMG

[Handwritten Signature]

ZoomerMedia

[Handwritten Signature]

ZoomerMedia/CMG Negotiations 2017

Article 16 – Meal Breaks

Amend to read as follows:

- 16.1 Employees are entitled to take a one-hour unpaid meal break, or shorter unpaid breaks totaling one-hour, during each work day. It is agreed and understood that employees normally enjoy a measure of flexibility in taking their meal break. If there is a legitimate operational requirement for an employee to be present at certain specific times of the day, this requirement shall be clearly communicated to the employee.
- 16.2 In scheduled shifts of more than ten (10) paid hours, a second meal break of sixty (60) Minutes ~~may~~ will be given. If a second meal break is required ~~given~~, it shall be no later than ten (10) hours after the beginning of the shift.
- 16.3 Where it is a requirement that an employee's job duties be covered by another employee during an employee's meal break or shorter breaks, the Employer shall arrange for appropriate coverage of that employee's job duties.

Agreed

CMG

ZoomerMedia

Nov 2 2017



ZoomerMedia/CMG Negotiations 2017

Article 22 – BEREAVEMENT LEAVE & COMPASSIONATE CARE LEAVE

Amend to read as follows:

Definitions

22.1 In this article, "family member" means:

- an employee's spouse or common-law partner
- an employee's parent, step-parent or foster parent
- a child, step-child, foster child, ward, son-in-law or daughter-in-law of an employee or the employee's spouse or common-law partner
- an employee's brother, step-brother, brother-in-law, step-brother-in-law, sister, step-sister, sister-in-law or step-sister-in-law
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse or common-law partner
- an employee's father-in-law, step-father-in-law, mother-in-law or step-mother-in-law
- a foster parent of the employee's spouse or common-law partner
- an uncle, aunt, nephew or niece of an employee or employee's spouse or common-law partner
- the spouse of an employee's grandchild, uncle, aunt, nephew or niece
- any other person who the employee considers to be like a family member

22.2 In this article, "job-protected leave" means a leave of absence in which at the expiration of the leave of absence, an employee is reinstated to the position they occupied when the leave of absence commenced.

Bereavement Leave

22.3 In the event of the death of an immediate family member employees who have successfully completed the probationary period shall be granted a leave of absence with regular salary for up to the next three (3) scheduled work days that occur immediately following the day of death.

Special circumstances related to the bereavement will be reviewed on a case-by-case basis. By way of example but without limitation, this may include allowing an employee to move one or more of the three (3) days of leave outside of the period of the next three (3) scheduled working days to accommodate the employee's religious observance.

Travel time in addition to the three (3) days may also be allowed and the payment of such shall be at the Employer's discretion. Such travel time will not be unreasonably denied.

Compassionate Care Leave

~~22.1 All members of the bargaining unit who qualify under Employment Insurance regulations are eligible for Compassionate Care benefits. These benefits may be paid up to a maximum of six (6) weeks to a person who has to be absent from work to provide care or support to a gravely-ill family member who is at risk of dying within twenty-six (26) weeks.~~

22.4 The Employer will provide unpaid job-protected compassionate care leave to all employees in accordance with the requirements of the *Canada Labour Code*. The following is a summary of the current statutory compassionate care leave entitlement:

An employee is entitled to and shall be granted an unpaid leave of absence from employment for up to 28 weeks to provide care or support to a family member of the employee if a qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks from:

- (a) the day the certificate is issued; or,**
- (b) if the leave was commenced before the certificate was issued, the day the leave was commenced.**

22.5 Employees who intend to take a leave of absence for compassionate care leave must as soon as possible provide the Employer with notice in writing of the reasons for the leave and the length of the leave that they intend to take.

22.6 Employees who intend to take a leave of absence for compassionate care leave must provide a medical certificate from a qualified medical practitioner in support of the leave to the Employer.

22.7 Employees who take a leave of absence for compassionate care leave will continue to accrue seniority and will continue to receive health and disability benefits and Employer RRSP contributions during the period of time they are on leave. Employees are required to make their portion of contributions to maintain benefits during the period of time they are on leave and must do so within a reasonable time.

22.8 Employees may be eligible for Employment Insurance benefits under the *Employment Insurance Act* while on compassionate care leave.

Agreed

Nov 2 2017

CMG



ZoomerMedia

ZoomerMedia/CMG Negotiations 2017

Article 25 – Annual Vacation

Amend to add 25.13 as follows:

25.13 Employees may request to borrow up to one (1) week of vacation from the next calendar year. It is not the intent of this clause to allow employees to run a continued deficit of their vacation and as such all requests are subject to management approval.

Agreed

Nov 2 2017

CMG

[Signature]

ZoomerMedia

[Signature]

ZoomerMedia/CMG Negotiations 2017

Article 26 – MATERNITY/PARENTAL LEAVE


Amend to 26.8 and 26.9 to read as follows:

- 26.8 To be eligible for Supplemental Unemployment Benefits (SUB) from the Employer employees must have completed a minimum of fifty-two (52) weeks employment.
- a. The Employer will supplement or "top up" the EI benefit for the maternity leaves up to 70% of regular earnings to a maximum of \$5,000 per leave. The SUB is taxable and subject to CPP deductions. To be eligible for the SUB, the employee must apply for EI. The SUB will be paid according to the Employer's normal payroll schedule.
 - b. The SUB Employer top-up of EI benefits is payable for ~~thirteen weeks~~ **fourteen (14) weeks** of maternity leave.
 - c. In addition, the Employer will pay the employee on maternity leave ~~70%~~ **one-hundred percent (100%)** of her regular weekly earnings during the ~~two one~~ **(1)** week waiting period in which EI does not pay any benefit.
- 26.9 Status of other employment provisions during leave:
- a. Vacation benefits continue to accrue during leave taking.
 - b. In order to maintain coverage in the Group Insurance Plan, the employee will pay his or her share of the Group Insurance Plan. The Employer will continue to pay its share of the Plan.
 - c. If a salary review is due during leave taking, it will take effect on the date the employee returns to work.
 - d. **The employer contributions to an employee's RRSP will continue for fifteen (15) week's of maternity leave. Employer contributions will be based on the employee's earnings the day the leave commences. Employment upon the employee's return is considered to be continuous with employment before the leave for the purpose of calculating future benefits.**

Agreed

CMG

ZoomerMedia

Nov 2 2017


ZoomerMedia/CMG Negotiations 2017

Article 30 – LAY-OFF & RECALL

Amend 30.1 and 30.2 as follows:

- 30.1 When the lay-off 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 lay-offs as is practicable, but in any case no less than four (4) weeks before any employee is notified, in order that discussions may be held to provide an orderly and equitable lay-off procedure.

The goal of these discussions is to alleviate or eliminate, as much as possible, the adverse effects of the staff reduction. These discussions will be held by the Joint Committee. Without limitation, the parties ~~may~~ will examine such options as implementing voluntary separation and early retirement plans; collapsing vacant positions; reassigning employees; or canvassing possible temporary replacements (e.g. for maternity leave or LTD).

- 30.2 If it becomes necessary for the Employer to implement lay-offs, the Employer shall provide to the affected employees:
- a) after the first three (3) months of employment, at least ~~two (2)~~ three (3) weeks' notice in writing in advance of the proposed lay-off date; or
 - b) basic pay in lieu of notice equal to at least ~~two (2)~~ three (3) weeks; or
 - c) a combination of notice and basic pay equivalent to at least ~~two (2)~~ three (3) weeks.

Agreed

Nov 2 2017

CMG



ZoomerMedia



ZoomerMedia/CMG Negotiations 2017

Article 31 – DISCRIMINATION

Amend to read as follows:

31.1 The parties agree that there shall be no discrimination against employees with respect to sex, colour, age, disability, religion, creed, race, ethnic or national origin, ~~marital status, or parental status~~ family status, sexual orientation, gender identity or expression, genetic characteristics, political affiliation, membership or activity in the union, or conviction for an offence for which a pardon has been granted ~~received or in respect of which a record suspension has been ordered.~~

31.2 Where there is an allegation that the application of this collective agreement has an adverse discriminatory effect on an employee (with the exception of the application of seniority under this agreement) the parties agree to meet and attempt to reach a solution in accordance with the principles set out in federal human rights legislation.

~~31.3 Employees in same sex relationships shall have the same marital and family status as employees in common law relationships with respect to all matters covered by the collective agreement. Benefits and entitlements under this collective agreement will not be denied to same sex partners.~~

Agreed



CMG



ZoomerMedia



ZoomerMedia/CMG Negotiations 2017

Article 37 – GENERAL SALARY PROVISIONS

Amend to read as follows:

- 37.1 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.
- 37.2 The placement of a new hire on the salary scale will be at the discretion of the Employer.
- 37.3 The salary grades set out in this article are minimum basic salaries. The Employer may grant increases, above-scale salaries or bonus payments to employees who consistently meet or exceed the expectations of their job.
- 37.4 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, 2017	32,250	40,790
September 1, 2018	32,831	41,525
September 1, 2019	33,422	42,272

Grade 2: 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, **Ingest Coordinator**

Effective Date	Low	High
September 1, 2017	35,810	48,948
September 1, 2018	36,455	49,829
September 1, 2019	37,111	50,726

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~~; Scheduling Coordinator; Programming Coordinator; Business Affairs Coordinator; Client Relations Coordinator; 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, **Senior Ingest Coordinator**

Effective Date	Low	High
September 1, 2017	43,001	58,738
September 1, 2018	43,775	59,796
September 1, 2019	44,563	60,872

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; Senior Business Affairs Coordinator, **Senior Traffic Coordinator, Senior Production Floater**

Effective Date	Low	High
September 1, 2017	51,566	70,487
September 1, 2018	52,495	71,775
September 1, 2019	53,439	73,047

Grade 5: Supervisor Mosaic Programming; Senior Maintenance Technician; Preditior Supervisor

Effective Date	Low	High
September 1, 2017	61,663	84,582
September 1, 2018	62,773	86,105
September 1, 2019	63,903	87,655

Agreed

A handwritten signature in black ink, appearing to read "David 2017", written over a horizontal line.

CMG

A handwritten signature in black ink, appearing to be "CMG", written over a horizontal line.

ZoomerMedia

A handwritten signature in black ink, appearing to be "ZoomerMedia", written over a horizontal line.

ZoomerMedia/CMG Negotiations 2017

Article 38 – TERM & SALARY

TERM

- 38.1 The term of this agreement shall commence on the date of ratification by the bargaining unit.
- 38.2 The term shall continue until August 31, 2020 or such other date as may be mutually agreed upon by the parties.

SALARY

- 38.3 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, 2017: 1.8%
 - Effective September 1, 2018: 1.8%
 - Effective September 1, 2019: 1.8%

Agreed

Nov 2 2017

CMG



ZoomerMedia



ZoomerMedia/CMG Negotiations 2017

Letter of Understanding: Independent Contractors

i) Independent contractors as defined in this letter must meet some of the following requirements:

Independent Contractors control how their work is done. Independent Contractors may hire other people to assist in doing the work and the Independent Contractors, not the Company, will direct their work. • Independent Contractors can freely negotiate their own pay and when their work has to be done. • Independent Contractors own and are responsible for some of the tools or equipment they use to work. • Independent Contractors are not part of the business. Independent Contractors have a freedom to choose who they work for and can work for different companies at the same time.

ii) Independent Contractors are solely to be used within MZTV Production and Development engagements.

iii) Independent Contractors provide content or technical expertise not readily available from within the staff complement.

iv) Independent Contractors may be hired to work on a project for which capacity is not readily available from the existing staff complement including: a one-off production, any given season of a TV series.

v) If the Company requires an Independent Contractor for any other reason it will discuss the need with the Union and may hire an Independent Contractor with the Union's consent. The Union's consent will not be unreasonably denied.

vi) Independent Contractors shall not be engaged for a period in excess of six (6) weeks without the Union's approval.

vii) The Company and the Union agree to collaborate on a monthly basis to review the current list of Independent Contractors that the Company has engaged within the scope of this agreement.

viii) Independent Contracts shall not be subject to any article of this collective agreement. However, if it is deemed that an Independent Contractor is instead a Temporary employee, this collective agreement shall apply retroactively to the start of their current term of service.

Agreed

Nov 22 2017

CMG



ZoomerMedia
