

# **MEMORANDUM OF AGREEMENT**

## **“Memorandum”**

**between**

**Corus Media Holdings Inc.**

**“Employer”**

**and**

**Canadian Media Guild**

**“Union”**

This Memorandum reflects the understanding reached between the above parties in collective bargaining.

Subject to ratification by members of the bargaining unit, the collective agreement will be the provisions of the 2014-2017 collective agreement between the Canadian Media Guild and Shaw Media amended as follows:

### **1. Term**

The term of collective agreement will be for one (1) year from May 1, 2017 to April 30, 2018. Unless otherwise specifically noted herein, the terms of this collective agreement shall take effect upon ratification of this collective agreement by the members of the bargaining unit.

## **2. Wage Rates**

Current employees will receive the wage rates set out in the attached Appendix A, retroactive to May 1, 2017. Retroactive pay for the period from May 1, 2017 to the date of ratification will be paid to all employees employed on the date of execution of this Memorandum, with such payments to be made within two weeks of the date of ratification.

## **3. Other changes and additions**

The following provisions will be amended or added as described and shown on the attached pages numbered 1 to 23:

- 2 – Scope and Recognition
- 7 – Classifications and Salary Groups
- 9 – Bereavement Leave
- 10 – Bulletin Boards
- 12 – Compassionate Care Leave
- 13 – Grievance Procedure
- 14 – Arbitration Alternative
- 15 – Harassment and Discrimination
- 16 – Health and Safety
- 17 – Holidays
- 18 – Hours of Work
- 25 – Medical, Group Insurance and Pension Plans
- 26 – Maternity and Parental Leave
- 27 – Overtime
- 33 – Sick Leave
- 35 – Standby
- 40 – Union Representation
- LOU – Blue Light

Both parties recommend to the members of the bargaining unit that they ratify this collective agreement.

In the event that the collective agreement is ratified and comes into effect, this Memorandum will be considered as an appendix to the collective agreement and is enforceable through the grievance and arbitration procedure of the collective agreement.

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Signed this \_\_\_\_ day of \_\_\_\_\_, 2018.

Canadian Media Guild

Corus Media Holdings Inc.

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**Article 2 – Scope and Recognition**

Amend 2.01 to read as follows:

2.01 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 Order No. 11101-U issued February 1, 2017, as follows:

***“All Employees in the position of Master Control Operator, Ingest Room Operator and Broadcast Technologist employed in television at 25 Dockside Drive, Toronto, excluding Broadcast Engineers, supervisors and those above the rank of supervisor, freelancers and casual employees.”***

Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Corus \_\_\_\_\_

**Article 7 – Classifications and Salary Groups**

Amend 7.03 and Salary Groups to read as follows:

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

**- May 1<sup>st</sup> 2017 – Zero per cent (0%)**

**Salary Groups**

**Group 1: Master Control Operator, Media Processing Operator**

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

**Group 2: Broadcast Technologist**

Start\* \$58,000

| Step 1   | Step 2   | Step 3   | Step 4   | Step 5   |
|----------|----------|----------|----------|----------|
| \$62,000 | \$64,000 | \$66,000 | \$68,000 | \$70,000 |

Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Corus \_\_\_\_\_

**Article 9 – Bereavement Leave**

Amend to read as follows:

9.01 Where an employee is required to be absent due to a death in his/her immediate family he/she shall be granted a leave of absence with regular salary on his/her next three (3) scheduled working days that occur immediately following the day of the death.

9.02 For the purpose of this article “immediate family” is defined to include spouse (including common-law), child (including adopted child), parent, grandparent, **grandchild**, brother, sister, father-in-law, mother-in-law, son-in-law and daughter-in-law. **As well, a one (1) day leave of absence with regular salary shall be granted in the event of the death of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew.**

9.03 Up to one (1) day bereavement leave for non-immediate family members, such as attendance at a funeral of a close friend, may be granted at the discretion of management.

**9.04 It is recognized that employees may be unable to return to work immediately following the paid leave as outlined above. Additional time off is at the discretion of management.**

Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Corus \_\_\_\_\_

**Article 10 – Bulletin Boards**

Amend to read as follows:

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. **The approval of posters and information will not be unreasonably denied.**

Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Corus \_\_\_\_\_

**Article 12 – Compassionate Care Leave**

Amend articles 12.01 and 12.02 to read as follows:

**12.01 As per the Canada Labour Code, employees are entitled to and shall be granted a leave of absence from employment of 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 was issued; or
- b) If the leave was commenced before the certificate was issued, the day the leave was commenced.

**12.02 Employees may be eligible for Employment Insurance benefits under the Employment Insurance Act.**

Agreed \_\_\_\_\_  
CMG \_\_\_\_\_  
Corus \_\_\_\_\_

### Article 13 – Grievance Procedure

Amend to read as follows:

13.01 The Employer and the Union agree that it is the purpose of the grievance procedure to settle any complaints and disagreements concerning the employees, the Union and the Employer. **The Parties agree that they will work together and make every effort to find mutually agreeable solutions to resolve the matters among themselves prior to seeking assistance of a third party.**

13.02 For the purposes of this Agreement a “grievance” is defined as a difference arising between the Employer and the Union relating to the interpretation, application, administration or alleged violation of the provisions of this Agreement, including any question as to whether a matter is arbitrable.

13.03 It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor the opportunity of addressing his/her concern.

13.04 If an employee has a concern she/he will discuss it with her/his immediate supervisor within **fourteen (14)** calendar days after the circumstances giving rise to the complaint having occurred. The immediate supervisor will give her/his response within **seven (7)** calendar days after she/he has been advised of the concern. Failing resolution, the employee may file a grievance within seven (7) calendar days of the immediate supervisor’s decision.

#### Formal Grievance

13.05 Grievances shall be submitted in writing, through the Union, signed by the employee, to his immediate supervisor or designate. The grievance shall identify the nature of the grievance, the remedy sought and will identify the provisions of this Agreement which are alleged to have been violated.

13.06 The parties will meet to discuss the grievance at a mutually agreed time and place. The parties agree that the processing of grievances shall be carried out as promptly as is reasonably possible but in any event within **fourteen (14)** calendar days.

13.07 The Company or Union, as the case may be, shall reply in writing within **seven (7)** calendar days after the grievance meeting.

**General provisions**

13.08 **A grievance by an employee shall be filed through the Union to the employee's immediate supervisor or designate. A grievance by the Union shall be filed with the Employer's head of Labour Relations.** In the event that two (2) or more employees have grievances which are sufficiently common in nature that they may conveniently be dealt with together, such grievances may constitute a group grievance.

13.09 A grievance by the Employer shall be filed with the national office of the Union.

13.10 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in this article or Article 14 – Arbitration Alternative. Any grievance not submitted by the grievor or advanced to the next step within the applicable time limit shall be deemed resolved by the respondent's initial action or reply as the case may be. If a time limit for the giving of a reply is missed, the grievance shall proceed to the next step.

13.11 Any and all of the time limits set forth in this article or Article 14 – Arbitration Alternative for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties in writing, provided that such extension for any grievance will not be a waiver of the time limits for any subsequent grievances.

Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Corus \_\_\_\_\_

**Article 14 – Arbitration Alternative**

Amend 14.02 to read as follows:

14.02 Within seven (7) calendar days thereafter the other party will select an arbitrator from the list or itself nominate three (3) different arbitrators.

If, within a further period of five (5) calendar days, the parties are unable to agree upon an arbitrator, either party may then request that the federal Minister of Labour assist them in selecting an impartial arbitrator within a **fourteen (14)** day period.

Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Corus \_\_\_\_\_

**Article 15 – Harassment and Discrimination**

Amend to read as follows:

**15.01 The Company and the Union are committed to providing and maintaining a workplace which ensures that all employees of the company are treated with dignity and respect and are able to work in an environment free from discrimination and harassment. The parties are obligated to adhere to the applicable human rights legislation and any other federal provisions.**

**15.02 The parties agree that every employee is entitled to employment free from harassment and discrimination.**

**15.03 The parties shall make every reasonable effort to ensure that no employee is subjected to harassment and discrimination. The employer will ensure that employees are aware of the Company's harassment and discrimination policies (presently Respect at the Workplace Policy and Workplace Violence Prevention Policy).**

**15.04 The parties agree and understand that there shall be no discrimination against any employee or group of employees on the grounds of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for which a pardon has been granted.**

**15.05 Investigation shall proceed as directed by Corus and applicable Corus policies.**

**15.06 Employees shall have the right to union representation throughout the investigation process. In instances where both the initiator and the object of a harassment complaint are members of the bargaining unit, both are entitled to representation by separate agents of the Union.**

**15.07 Any material changes to the Company's harassment and discrimination policies will be provided to the Union prior to implementation.**

Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Corus \_\_\_\_\_

**Article 16 – Health and Safety**

Amend to add 16.05:

**16.05 In circumstances where weather conditions may make driving dangerous, the Company at its discretion will consider employee requests to obtain reasonable hotel accommodation at the Employer's expense or permission to change (shorten or lengthen) the employee's shift start or finish times.**

Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Corus \_\_\_\_\_

**Article 17 – Holidays**

Amend to read as follows:

17.01 The Employer recognizes the following paid holidays:

New Year's Day  
Family Day (3<sup>rd</sup> Monday of February)  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

17.02 Employees will be compensated for statutory holidays in the following manner:

- a) if the holiday falls on a work day and the employee is not required to work, he/she shall receive basic pay for the day.
- b) If the holiday falls on a scheduled day off and the Employer has not designated an alternative day, the employee may add one (1) day to his/her annual vacation bank, or be given one (1) day off with pay at a mutually agreeable time.
- c) If the holiday falls on a regularly scheduled work day and the employee is required to work, the employee shall receive an additional;
  - i) one-half times (0.5x) his/her basic salary for the day and one (1) day in lieu to be taken at a mutually agreeable time; or
  - ii) one and one-half times (1.5x) his/her basic salary for the day.
  - iii) **One and one half times (1.5x) day in lieu**

**17.03 At the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious observance. At least six (6) weeks' notice is to be provided to the Employer. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at mutually agreed times. Alternatively, an employee can replace a holiday identified in Article 17.01 with a day necessary for their religious observance. Hours worked as a result of time of granted under this Article shall not be compensated nor should they result in any additional payments by the Employer.**

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17.04 If the holiday falls during an employee's vacation, the day will not be counted against the employee's accumulated vacation days.

17.05 A shift which begins on a statutory holiday and continues into the next day following the holiday is considered as work performed on the statutory holiday. Alternatively, a shift beginning on a day prior to a statutory holiday and continuing into the holiday is not considered work performed on the statutory holiday.

**17.06 In the event that a new statutory holiday is established by the government of Canada, such holiday will be recognized at that time by the Employer and added to the list of paid holidays in Article 17.01.**

Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Corus \_\_\_\_\_

**Article 18 – Hours of Work and Break Periods**

Amend to read as follows:

18.01 The normal work week for full-time employees shall consist of **forty (40)** hours per week.

18.02 In certain areas or departments, employees will be scheduled on rotating shifts which may be inconsistent on a week-to-week or day-to-day basis. In these areas, employees will work an average of **forty (40)** hours per week, averaged over a four (4) week period.

18.03 The normal work week or averaging work week shall be **inclusive** of meal periods and break periods.

18.04 **Meal periods will be thirty (30) minutes in duration.** Meal periods will normally be given between two (2) and five (5) hours from the start of the employee’s work day.

18.05 There may be two (2) break periods of fifteen (15) minutes each, in an employee’s work day. The Company reserves the right to schedule meal and break periods subject to operational requirements.

18.06 Meal and break periods for part-time employees will apply only where a shift is in excess of four (4) hours.

**18.07 Night Shift Differential Employees whose shifts require them to work between 11 p.m. and 8 a.m. will be entitled to a shift premium of two dollars (\$2) an hour for their work during that time period to a maximum of eight (8) hours. Employees must work a minimum of four (4) hours between 11 p.m. and 8 a.m. in order to be eligible for the Night Differential premium.**

Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Corus \_\_\_\_\_

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**Article 25 – Medical, Group Insurance and Pension Plans**

Amend Health and Dental to reflect changes in eyewear and dental. All other provisions remain.

|               |                                            |
|---------------|--------------------------------------------|
| <b>Health</b> |                                            |
|               | Corrective eyewear: max.<br>\$250/ 2 years |

**Dental:** *Premium: 80% employer, 20%  
employee*  
100% Basic  
50% Major ~~combined with~~  
~~Basic~~ to a max. of \$2,000/year)  
50% Orthodontic (max. \$2,000  
lifetime)

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Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Corus \_\_\_\_\_

**Article 26 – Maternity and Parental Leave**

Amend 26.03 and 26.08 to read as follows:

**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-one (21)** consecutive weeks. For the first **week**, the employee will receive a benefit equal to the difference between the EI benefit and **eighty per cent (80%)** of their gross weekly base salary. For the remaining **twenty (20)** 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.

26.08 The employee may maintain coverage as permitted under the terms of the Employer’s benefits plans **(including pension plan)** on the same basis as if he/she were in continuous regular employment, on the condition that the employee makes arrangements to pay **premiums as per the current cost sharing practice as of the date of ratification. (ie. Employee will pay employee contributions and Employer will pay employer contributions.**

Agreed \_\_\_\_\_  
CMG \_\_\_\_\_  
Corus \_\_\_\_\_

**Article 27 – Overtime**

Amend 27.03 and 27.04 to read as follows:

27.03 Employees will receive an overtime premium for all time worked in excess of the normal work week at a premium of one-and one-half times (1.5x) the basic salary rate for all hours worked. For those employees whose hours are averaged under article 18.02, all hours beyond **one hundred and sixty (160)** during the four (4) -week averaging period shall be compensated at the overtime rate.

27.04 Overtime shall be paid except where, by mutual agreement, the employee may choose equivalent time off (lieu time). The Employer reserves the right to limit lieu time to **a maximum of forty (40) hours to** be accumulated by an employee. Time off shall be taken at a mutually agreed time, subject to operational requirements.

Agreed \_\_\_\_\_  
CMG \_\_\_\_\_  
Corus \_\_\_\_\_

### Article 33 – Sick Leave

Amend to read as follows:

33.01 In the event that an employee is unable to report to work due to illness or accident, he/she shall **call or text** his/her immediate supervisor or manager or, if unavailable, a department manager prior to the start of their shift and/or as soon as possible.

33.02 The Company may require an employee to provide medical evidence by note or an “attending physician’s statement” to the effect that he/she is unable to work because of illness or accident and, if appropriate, to ensure he/she is receiving appropriate medical care.

33.03 The Company may require an employee to undergo a medical examination by a medical doctor of its choice and at its expense. This may be required when it is necessary to confirm a diagnosis or prognosis for return to work or regular attendance, and/or to safeguard the employee and/or other employees.

#### **Short Term Disability Application Process:**

- If an employee is unable to work due to illness or accident, notification will be provided to his/her manager or supervisor.
- If an employee is absent from work for **five (5)** consecutive days a Short-Term Disability (STD) form will be requested.
- If the application is approved the employee moves to STD effective their first day of illness and is compensated according to the details under Short-Term Disability.
- If the application is denied, further information will be requested to validate the absence.
- If the absence is not substantiated the employee will not receive STD pay and is to return to work.

#### **Short-Term Disability**

- The Short-Term Disability period is based on the approved length of absence to a maximum of fifteen (15) weeks. If the initial approved absence is less than fifteen (15) weeks, and the employee requests an extension, further medical documentation will be requested to validate a continued absence.
- An employee’s base salary compensation on Short-Term Disability is based on their seniority with the Company:

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| Seniority         | 100% of basic salary | <b>70% of basic salary</b> |
|-------------------|----------------------|----------------------------|
| 3 months - 1 year | 2 weeks              | 13 weeks                   |
| 1 - 2 years       | 4 weeks              | 11 weeks                   |
| 2 - 3 years       | 6 weeks              | 9 weeks                    |
| 3 - 4 years       | 8 weeks              | 7 weeks                    |
| 4 - 5 years       | 10 weeks             | 5 weeks                    |
| >5 years          | 15 weeks             |                            |

- All employee benefits are continued during the STD period.
- At approximately ten (10) to twelve (12) weeks, if it appears that the employee may be unable to return to work at the conclusion of the STD period, an application for Long-Term Disability (LTD) benefits will be sent to the employee.

Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Corus \_\_\_\_\_

**Article 35 – Standby**

Amend to read as follows:

35.01 The Employer may assign an employee to be on standby during some or all of their time off between scheduled shifts on a rotating basis as determined by management. An employee on standby is required to be in a state of work readiness.

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.

35.03 In the event the employee is required to report to work, the employee will be compensated based on the provisions of **Article 11 – Call back** or Article 27 – Overtime. Once subsequently dismissed from work, the employee will continue to earn standby compensation until the end of the standby assignment.

35.04 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, 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).

35.05 Matters that require immediate action will be communicated to the Broadcast Technologist on standby through a telephone call. **While there is an expectation that calls will be answered immediately, if the on-call Broadcast Technologist unable to answer their cell phone immediately, there is an expectation that they will check their messages on a regular basis to enable them to return calls within (1) one hour.**

35.06 **On-call responsibility will be shared amongst qualified and experienced Broadcast Technologists. Employees who are on the “start” step of the scale will be exempt from being on standby.**

**35.07 Exceptional expenses related to being on standby such as taking a taxi as a result of an emergency call, long distance and additional cell phone charges will be reimbursed, conditional on the final approval of the Company.**

**35.08 In the case where employees on standby are required to connect remotely to support an incoming request, the Broadcast Technology department will provide a choice for employees to either a) utilize a department shared cell phone that can be tethered for online access, or b) receive a \$40 monthly cell phone stipend.**

Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Corus \_\_\_\_\_

**Article 40 – Union Representation**

Amend to read as follows:

40.01 The Union may elect or appoint a reasonable number of union executives from among employees in the bargaining unit who have completed their probationary period.

**40.02 The Union will advise the Employer, in writing, of the names of all union executive members, and the Negotiating Committee.**

40.03 Subject to operational requirements and permission by the union executive’s supervisor, the Employer may grant leave for brief periods of time to attend meetings with the Employer. When the request is properly made and granted there will be no loss of pay and benefits. Permission for which will not be unreasonably withheld.

40.04 The Employer will recognize a Negotiating Committee comprised of a Staff Representative of the Union and not more than three (3) employees appointed or elected among employees in the bargaining unit who have completed their probationary period. Time away from work to attend negotiation meetings with the Employer shall be on a cost-recovery basis, i.e. the Employer will invoice the Union an amount for the employee’s salary and an amount for benefits for the period in question. When naming employees to the Negotiations Committee the Union will take into consideration the impact to operations.

Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Corus \_\_\_\_\_

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Amend to add the following letter of understanding:

**Letter of Understanding – Blue Light**

**It is agreed that during the term of this agreement, employees will be reimbursed up to fifty dollars (50) every two years for Blue Light glasses, lenses or added lens cost, upon provision of receipt.**

**Given the advancement of technology filtering, the Company and the Union will meet at least once during the life of the agreement to discuss the applicability of blue light glasses / lens reimbursement. Additionally the Company during the life of the agreement will raise awareness of Blue Light to employees.**

Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Corus \_\_\_\_\_

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Appendix A

Agreed \_\_\_\_\_

CMG \_\_\_\_\_

Corus \_\_\_\_\_