



Canadian Media Guild
La Guilde canadienne des médias
CWA/SCA CANADA

Temporary layoffs at ZoomerMedia – FAQ

1. How come the union members didn't take a 20% pay cut like everyone else?

First of all, not everybody at ZoomerMedia was asked to do this. If you were, it's because the Employer deems your work non-essential.

Secondly, it is against our Collective Agreement to pay us less than the salary our contracts stipulate, even if our working hours are reduced. In Article 15.2 it states, *"In the event the total scheduled work hours over a two (2) week period is less than seventy-five (75) no employee will receive less than seventy-five (75) hours of pay for working all hours scheduled."*

We have been willing to negotiate on these terms if the Employer presented a fair and equitable plan that starts with cuts from the top and rolls them back across the company as a whole.

2. What do you mean by "start from the top, and roll back from there"?

We offered the Employer multiple chances to negotiate on the terms of Article 15.2 if progressive salary reductions starting with a higher % for the highest earners to progressively lower % for the lowest income earners. This solution has been implemented by many other organizations, including VICE Media and BuzzFeed, and it is the one we believe is most equal (everyone is impacted so there's no two-tier system of "essential" and "non-essential") and equitable (in the sense that it's progressive in nature).

This measure also takes into consideration the reality that asking someone who earns \$50,000 a year to take a 20% pay cut is a harder blow than asking the same of someone who earns \$100,000 a year – or more – as many of the executives at ZoomerMedia do.

3. Does the Employer have the right to implement this one-week layoff?

Technically the Employer can implement temporary layoffs as per Article 29 of the Collective Agreement but in this case we believe the Employer has failed to justify the need for it (their

recent all-staff updates indicate improved financial conditions for Zoomer) and the Employer has failed to provide valid justification for not implementing the Union’s proposal.

4. What about my rights? What can I do about it?

One solution that we recommend is applying your accrued vacation time towards the layoff, so that you will still be paid and your benefits will not be affected. In Article 29.4 it states, *“Employees may use any vacation or banked time in lieu to bridge some of all of a short-term lay-off period.”*

If you choose not to apply your vacation or lieu time – which you are not obliged to do – you may have to pay the Employer portion of your benefits plan.

5. How does this affect my seniority and will it affect my severance package, if this lay-off were to become permanent?

Your seniority and severance will not be affected by this layoff, even if it extends longer than one week. Article 29.5 states, *“In the event a short-term lay-off becomes a permanent lay-off as contemplated in Article 30, the period of the short-term lay-off will be used in determining entitlement to severance pay, and all other provisions of Article 30 will apply.”*

6. I understand these are hard times for many companies, but it feels like ZoomerMedia is taking out a loan on the little guys. Are they going to pay us back?

We agree that these cost saving measures seem to be coming at the expense of lower earners. That’s why we don’t think they’re fair. Some media companies have promised to repay all affected staff if profits bounce back after a year. Some have even offered bonuses. Zoomer is not offering any such deal, despite their history of rewarding employees for their performance – like they did with a series of promotions for the executive team in September 2019.

7. How do I get in touch with you?

You can reach CMG staff representative Joël Tétrault (joel@cmg.ca)