COLLECTIVE AGREEMENT

between

ZOOMER MEDIA
TELEVISION DIVISION

and

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

September 1, 2021– August 31, 2025

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Article 1 – INTENT

1.1 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the fundamental principles of creativity and innovation in broadcasting and the utmost cooperation and friendly spirit between the Company and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable resolution of grievances. To this end, this Agreement is signed in good faith by the two (2) parties.

1.2 It is recognized that the Company operates in a creative and innovative fashion, subject at all times to public judgment and regulatory authority, that creative work carries a creative responsibility. It is the intent of both parties that this Agreement support and reflect these goals.

Article 2 – SCOPE & RECOGNITION

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.

2.2 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of activity or lack of activity in the Union.

2.3 The Employer shall notify the Union of any newly created position(s) or classification(s) including positions or classifications for which it claims an exclusion from the bargaining unit. This notice shall be given within seven (7) calendar days of the creation of the position or classification and where the Employer seeks to exclude the position(s) or classification(s) from the bargaining unit, the notice shall include the reasons for the exclusion. In the event the Union disputes the proposed exclusion, the parties will meet within seven (7) calendar days of the

Union being notified. Should the parties fail to reach agreement on any proposed exclusion, this matter shall become the subject of a grievance and may be referred to binding arbitration as per the provisions of this Agreement.

Article 3 – PROBATION

3.1 New employees shall be subject to a probationary period of three (3) months.

3.2 At the time of hiring, the manager and the employee will review the standards and expectations of the employee's position, job duties and responsibilities. The employee's performance will be reviewed regularly during the probationary period, and the employee will receive a written synopsis of all performance reviews during this period.

3.3 An employee may be confirmed in his/her job at any time before the end of the probationary period.

3.4 The probationary period may be extended by a further three (3) months at the Employer's discretion. In such cases the employee and the Union will be advised in writing, along with the reason for such extension.

3.5 The probationary period will be extended by a period equivalent to any absence with or without pay.

3.6 During the first three months of the probationary period an employee may be dismissed without notice or pay in lieu of notice. Thereafter, the notice and severance pay provisions of article 30 shall apply. The employee and the Union will be notified of any release during the probationary period. Such notice shall include the reasons for the release.

3.7 The Employer will not release a probationary employee for any reason, which is arbitrary, discriminatory or in bad faith.

Article 4 – TEMPORARY EMPLOYEES

4.1 It is agreed and understood that the primary employment status is on a full-time permanent basis.

4.2 The hiring of temporary employees is for the purpose of responding to operational requirements due to the absence of employees (e.g. maternity leave, annual leave, illness etc.) or due to specific projects having a limited time span. Temporary employees may also be engaged to help alleviate short-term workload issues or to address other reasonable business needs.

4.3 Engagement of temporary employees will not displace permanent employees nor unreasonably delay the filling of a permanent vacancy.

4.4 Temporary employees will normally be hired for a term not exceeding twelve (12) months. Engagements beyond twelve (12) months will only occur in exceptional circumstances. In such cases, the Guild will be informed for approval prior to any engagement of a temporary employee or extension of a temporary employee's term of employment for longer than twelve (12) months. Approval shall not be unreasonably withheld.

4.5 At the beginning of each term of employment, the temporary employee will receive a letter of engagement outlining the beginning and anticipated end dates of engagement, classification and title, hours of work, salary and other entitlements. In the event the term is extended, a supplementary letter will be issued to the temporary employee.

4.6 Temporary employees shall be paid no less than the minimum salary scale or hourly equivalent of the classification in which they are engaged to work.

4.7 Temporary employees are entitled to all the basic protections, entitlements and responsibilities of this collective agreement, except those agreed to be modified or excluded.

4.8 Temporary employees hired for a term of less than thirteen (13) weeks will not accrue annual vacation time, and shall instead receive vacation pay at no less than the rate set out in the *Canada Labour Code*. Such amount will be paid with each pay cheque.

4.9 a) Subject to any restrictions contained in the respective benefit plan or legislation, temporary employees hired for a period of six (6) months or more, will be entitled to the Temporary Employee Benefit Plan which includes life insurance, as well as health and dental coverage. Temporary employees are not eligible for RRSP contributions. Temporary employees hired for a period of less than six (6) months are not eligible for any benefit coverage.

b) The parties will make best efforts to ensure that temporary employees are not systematically disadvantaged by having to re-qualify for benefits after brief breaks in service.

c) Once a temporary employee has qualified for benefit coverage, in cases where the employee works consecutive periods with less than thirteen (13) weeks between such periods, the interval shall be considered authorized leave without pay. Where the Employer anticipates rehiring a

temporary employee, who has qualified for benefits, within thirteen (13) weeks of the end of the prior work period, the temporary employee may elect to temporarily suspend coverage, or continue benefit coverage by paying both the Employer and employee premiums.

4.10 The minimum engagement for a temporary employee shall be one half (0.5) shift.
Where the employee being replaced is a part-time employee, the temporary employee shall be engaged on the same terms.

4.11 Where a temporary employee is hired into a full-time permanent position, the Employer shall:

a) give credit for all of the time worked in the same classification as a temporary employee for the purpose of placement on the salary scale;

b) reduce the probation period by the duration of the time worked in the same classification to a maximum reduction of two (2) months.

4.12 A record will be kept by Human Resources of all days worked by temporary employees per assignment. In the event a temporary employee reaches the equivalent of one year in a job classification during an assignment, he/she will receive the equivalent of the most recent salary increase or move to the next step on the scale, if steps have been established at that time.

Article 5 – INTERNSHIPS and STUDENT PLACEMENT

5.1 Paid or unpaid internships and student placements 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 by 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 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 and staff employees.

b) Unless it is a requirement of the position, individual employees may decline to supervise interns/students.

c) Interns/students 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 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.

Article 6 – POSTING OF VACANCIES, HIRING & PROMOTION

6.1 When the Employer determines that a vacant position is to be filled on a regular part time or permanent full time basis the Employer will post the position. The posting shall indicate those qualifications required by the Employer, and will give notice that the position in question is a bargaining unit position. Internal postings shall include the expected salary grade of the position.

6.2 Except in exceptional circumstances, such vacancies shall be posted internally for a period of no less than ten (10) business days. The Employer may simultaneously or subsequently advertise vacancies externally. In exceptional cases the Employer shall discuss the circumstance and requested posting period with the union (which shall not be less than three (3) business days) and, provided the Employer's proposed posting period is reasonable in light of the circumstances, the union shall not unreasonably deny the request.

6.3 Employees have the right to apply for and to be considered for any vacancy. A current member of the bargaining unit who applies for a vacant position will receive acknowledgment of receipt of such application no later than ten (10) days following the closing date of the internal posting.

6.4 The reclassification of a position occupied by a permanent employee will not be deemed a vacancy for the purposes of this article, and therefore will not be subject to any posting requirements. The union will be advised of any such reclassification.

6.5 Applications for positions and acknowledgments will not be placed on the employee's permanent file.

6.6 Where more than one candidate meets the basic qualifications and criteria as set out in the job posting the Employer will review all applications to determine which applicants will be interviewed and, following the interview process, shall award the job to the applicant who best meets the qualifications and criteria.

6.7 The Employer may hire an outside candidate where no internal candidate is selected or no internal candidate has applied.

6.8 Internal candidates who are engaged into a vacancy may be subject to a trial period of up to thirty (30) working days. This trial period will be reduced by the number of working days the employee was temporarily assigned or promoted to that position during the twelve (12) months immediately preceding the hire to a maximum of ten (10) days.

During the trial period, the Employer may return an employee to his/her former position and salary. If the position no longer exists, he/she will be placed in a suitable vacant position in his/her former salary group and compensated at the salary previously paid. If no suitable position is available, the employee shall be laid off in accordance with Article 30 but will not be eligible for notice pay under article 30.2.

6.9 The Employer may reassign regular employees, engage temporary employees or make other suitable arrangements to meet specific operational needs during the hiring process, on the condition that such engagement does not delay the filling of the vacancy.

Article 7 – MANAGEMENT RIGHTS

7.1 The Union recognizes and agrees that except as modified by this Agreement, all rights are retained solely and exclusively by the Employer, and without restricting the generality of the foregoing, this includes the right to maintain order, discipline and efficiency in managing all aspects of the business.

7.2 For greater certainty, and further without limiting the generality of the foregoing, the Union recognizes and agrees that subject to the provisions of this Agreement the Employer has the sole and exclusive right:

(a) to operate and manage its activities in all respects in an efficient and economic manner as it sees fit;

(b) to determine the nature and kind of business conducted by the Employer;

(c) to direct the work force and to select, hire, retire, promote, demote, transfer, assign, classify, lay-off and recall employees;

(c) to maintain order, discipline and efficiency and to discipline, suspend and discharge employees for just cause (except probationary employees who may be discharged for any reason);

(d) to establish, maintain, alter and enforce reasonable rules, regulations, policies, procedures and standards to be observed by employees;

(e) to establish new positions, determine job qualifications and to alter, consolidate or abolish existing jobs or positions;

(f) to determine the number of employees needed at any time, the hours and shifts to be worked, the duties to be performed, assignment of tasks, overtime requirements, the employees to perform overtime work, position content, standards of performance and the qualifications of the employees to perform work;

(g) to determine the hours and schedules of operation, operating techniques, methods, procedures and processes and means of performing work, the productions and services to be provided and the extension, limitation, curtailment or cessation of operations or any part thereof and to engage or contract with outside contractors or firms; and

(h) to have the sole and exclusive jurisdiction over all operations, locations, buildings, facilities, and equipment; and

(i) to determine all other functions and prerogatives invested in and exercised by the Employer which shall remain solely with the Employer.

7.3 The Employer's non-exercise of any right or function shall not be deemed a waiver of its right to exercise such right or function.

Article 8 – UNION RIGHTS

8.1 The Employer recognizes the Canadian Media Guild ("the Guild" or "the union" in this collective agreement) as the sole bargaining agent for all employees of the Employer within the bargaining unit as defined by the Canada Industrial Relations Board and as amended and agreed by the parties (Article 2.1).

8.2 The union will advise the Employer of the names of employees who have been elected or appointed to various committees, including the negotiating committee.

8.3 Representatives of the union shall have reasonable access to the premises of the Employer for the purpose of communicating with employees. Union representatives shall at all times comply with Health & Safety and other policies and procedures of the Employer while on the premises.

Union representatives shall not unduly interrupt, disrupt or stop any employee who is engaged in the performance of his/her duties.

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.

8.6 At the time of the ratification vote of an Employer/CMG collective agreement, and subject to operational requirements, Employer shall allow a period not exceeding one (1) hour to be taken during work hours to enable employees to vote.

Article 9 – UNION LEAVE

9.1 Subject to operational requirements, the Employer agrees to allow one (1) officer of the union to leave his/her employment as reasonably required temporarily from time to time in order to conduct investigations or meetings with the Employer with respect to a grievance or complaint. The employee will suffer no loss of pay or benefits for the time so spent. The officer of the union must notify his/her manager of the time off required by email prior to engaging in such meetings or investigations.

9.2 Subject to operational requirements, the Employer shall grant leave of absence to not more than two (2) employees at a time to attend union conventions or seminars. Such leave shall be on a cost-recovery basis.

9.3 The union may request the release, without loss of pay, for up to three (3) employees to attend negotiation sessions with the Employer for a renewal collective agreement.

9.4 An employee may apply for a long-term leave of absence for the purpose of accepting a position with the union or another labour body. Such leave will be without loss of benefits on the condition that the employee pays the full cost of same, subject to the provisions of the applicable plan. At least three (3) months' notice must be given. No more than one (1) employee of the Employer may be off on such leave at any one time. Permission for such leave or any extension beyond one year in duration will be at the Employer's discretion.

Article 10 – INFORMATION TO THE UNION – DUES CHECK-OFF

10.1 The Employer agrees to deduct, from every employee, the amount of monthly dues uniformly levied in accordance with the bylaws of the Union and owing by the employee to the Union. Deductions shall be made from each pay and shall be forwarded to the Union no later than the 15th day of the month following the month for which the dues are deducted.

10.2 Deductions will commence for every current employee upon written request from the Union and beginning with the first day of employment for every new employee.

10.3 An employee who has a bona fide objection on religious grounds to payment of dues to the Union or membership in the bargaining unit may, by written notice to the Employer and the Union, elect not to have monthly dues levied and the Employer shall not be required to deduct or pay dues for any such employee to the Union. In lieu of dues to the Union, any employee who provides such notice must agree to payment of an equivalent amount to a registered Canadian charity mutually agreed to by the employee and the Union, and the Employer shall deduct and pay such amount from the employee's regular compensation. An employee who elects not to pay dues to the Union shall maintain all of the rights, privileges and other obligations under this collective agreement.

10.4 The Union agrees to save the Employer harmless from all such deductions and payments so made.

10.5 The Employer will provide to the national office of the Union, every 3 months, an electronic file containing the following information regarding employees:

(a) Employee name;
(b) Employee title;
(c) Employee status;
(d) Employee home address (with the employee's consent), including city and province;
(e) Seniority date;
(f) Salary anniversary date;
(g) Current salary;
(h) Additional remuneration amount;
(i) Type of departure/end of employment;
(j) Type of leave of absence.

The format of the above electronic file will be subject to discussions between appropriate delegates of the Employer and the Union.

Updates or changes to the information shall be forwarded by the Employer to the Union within 60 days of the Employer becoming aware of the change. A revised file reflecting all changes shall be provided by the Employer to the Union on at least an annual basis.

10.6 In addition to the above information the Employer will provide to the national office of the Union the following information:

(a) Overtime records (upon written request);
(b) Newly created positions and classifications, and abolished positions;
(c) Classifications excluded from the bargaining unit;
(d) Copies of personal contracts;

(e) Copies of all notices of disciplinary action, including written warnings, notices of suspensions and dismissals;
(f) Notices of extension of trial/probation period;
(g) Notices of hiring and of end of employment.

Article 11 – JOINT COMMITTEE

11.1 The purpose of the Joint Committee is to promote harmonious relations between the parties, to ensure effective and meaningful communication of information and ideas, to address questions or suggestions from employees, to discuss problems in an open and forthright manner and to provide a forum to correct conditions that might otherwise give rise to misunderstandings, complaints or grievances.

11.2 A Joint Committee shall be set up consisting of two (2) representatives of the Union, and two (2) representatives of the Employer. Additional representatives may attend meetings upon mutual agreement of the parties.

11.3 The Joint Committee shall meet no less than twice per year. Either party shall have the right to request a meeting of the Joint Committee at any time upon giving reasonable notice. Meetings will be held at a mutually convenient place and time. The parties will make best efforts to exchange agenda items and related background information, as necessary, prior to the meeting in order to facilitate discussion.

11.4 The parties will attempt to develop solutions and strategies by consensus. In any event, minutes of each meeting of the Joint Committee shall be prepared and signed as promptly as possible after the close of the meeting by all in attendance, unless the members of the Joint Committee agree that minutes of a particular meeting are not required.

11.5 Discussions held in the Joint Committee setting are agreed to be without prejudice or precedent to any position that either party may take in the future on the same or similar

issues. However, it is agreed and understood that Joint Committee minutes, including solutions to problems, exist to inform the parties and may serve as the basis for more binding solutions, either as language in a subsequent collective agreement or in a formal letter of understanding.

11.6 While an issue is on the agenda of, or being discussed by the Joint Committee, it is agreed that any time limits set out in the grievance procedure are suspended.

Article 12 – WORK ASSIGNMENTS AND TEMPORARY UPGRADES

12.1 The assignment of non-bargaining unit employees to perform work within the union's jurisdiction shall be on a temporary or incidental basis only and shall be kept to a minimum.

12.2 Although employees are hired into a specific job classification, the Employer may require employees to perform work in another classification from time to time. Employees who perform work in a job classification different from the work in their regular classification will not be disciplined for errors committed during such performance if such errors are not due to negligence.

In the event an employee believes that his/her core job duties (i.e. the key, essential duties, which are used to determine which salary scale a job is in, not incidental duties) have been significantly and permanently changed and the salary scale for the position no longer reflects the level of the position, the employee shall discuss such with his/her manager. In the event a resolution is not reached, the matter may become the subject of a Joint Committee meeting or a grievance.

12.3 While it is understood that workload will not be even at all times, and that there will be greater and lesser demands over different periods, if an employee feels workload is excessive, the employee should discuss such with their manager. The manager will investigate the concern and in cases where the manager agrees there is a workload issue, the manager will undertake to resolve the issue through options such as reassigning duties, reassigning employees, adding additional staff, etc.

12.4 Regular employees who are temporarily assigned, for two or more shifts consecutively or for three or more shifts in any one week, to perform some or all of the functions of a higher classification not otherwise included in the job description of the employee shall be temporarily promoted to the higher classification and will be compensated at a rate within the salary range for the duration of the assignment. The employee's remuneration during the term of the temporary assignment shall be at least five per cent (5%) more than the employee's basic rate, so long as such temporary rate does not exceed the maximum for the higher classification.

12.5 Employees have the right to express their interest in temporary assignments or secondments that may become available. In the event a bargaining unit member is given a temporary assignment, his/her position may be backfilled by another bargaining unit member or by a temporary employee.

Article 13 – TRAINING AND PROFESSIONAL DEVELOPMENT

13.1 The parties recognize the value of training and professional development programs that develop and maintain the skills of employees. The Employer agrees to provide employees in the bargaining unit with opportunities to participate in training that will broaden employees' skills, enhance performance and support career development.

13.2 On an ongoing basis, employees may identify training needs or educational opportunities that will advance required skills in their current position and/or provide opportunities for career development. Such identified needs or opportunities will be communicated to the employee's supervisor with a copy to Human Resources. All needs or opportunities thus communicated will be given consideration by the Employer. Where approved, the Employer may fund such training, including any leave required, in whole or in part.

13.3 Where the Employer sends employees to training courses, seminars, conferences etc., the Employer will cover the associated costs, including basic pay. Where such training occurs on a statutory holiday or an employee's scheduled day off, the employee shall be given an alternate day off without loss of pay; all overtime provisions of this collective agreement will be waived.

13.4 Where training is a job requirement, including, without limitation, training required as the result of introduction of new equipment or work practices, the Employer will provide all required training at its expense.

13.5 No employee shall be disciplined or discharged for performance-related reasons where the employee has not been afforded adequate familiarization or, when new equipment or processes are introduced, adequate training to assist the employee in successfully performing the required tasks.

13.6 Where the Employer assigns an employee to train one or more other employees, a discussion shall take place between the Employer and the employee to determine the parameters of the training. During this discussion the Employer and the employee should also discuss whether modification to regular duties or additional compensation are warranted. The employee may be assisted by a representative of the Union in these discussions.

Article 14 – SAFETY

14.1 The parties agree to cooperate to ensure compliance with Part II of the *Canada Labour Code* and its regulations.

14.2 The Employer will carry on its operations in a manner that will not endanger the health and safety of any of its employees, and shall adopt and carry out reasonable procedures and techniques designed or intended to prevent or reduce the risk of physical injury in its operations. Employees shall take all reasonable and necessary precautions to ensure their own safety and the safety of all fellow employees.

14.3 The Employer will establish a Health & Safety Policy Committee as set out in Part II of the *Canada Labour Code*. There shall be 2 representatives appointed by the union on this committee. These employees will be released without loss of pay or leave credits, to perform functions associated with said committee.

14.4 Where an employee has reasonable cause to believe that a danger exists (as defined in the *Canada Labour Code*) or that work to be undertaken would require additional help, it shall be the employee's responsibility to notify a supervisor, or if that is not possible, to summon help as required. If neither course of action is possible, the employee may refuse to complete the job pending the elimination or lessening of the dangerous situation or until a federal Health & Safety officer has made a determination.

14.5 The Employer shall supply adequate protective clothing and safety devices for employees where conditions require their use and other special attire when required. When such clothing or devices are supplied for an employee's

protection, their use is mandatory. The protective clothing shall be appropriate to the work environment.

14.6 An employee shall not be held responsible for the maintenance, normal wear, or accidental damage caused to the protective clothing or safety devices supplied by the Employer.

14.7 Where the Employer issues protective clothing to an employee to be worn in the performance of his/her duties, the cost of cleaning, as authorized, will be borne by the Employer.

14.8 The Employer shall ensure proper regular maintenance of equipment and provide regular safety inspections. The result of such monitoring shall be made available to the Health & Safety Policy Committee.

Article 15 – HOURS OF WORK AND OVERTIME

15.1 **Regular Hours of Work**
The regular work week for employees working in positions which do not require alternate shift arrangements is thirty-seven and one-half (37.5) hours and the regular work day is seven and one-half (7.5) hours plus an unpaid meal period and/or other breaks totaling no more than sixty (60) minutes. A workday or work week includes those hours normally scheduled but not worked because the employee is on an approved leave.

15.1.1 There shall be two (2) consecutive days off in each regular work week. The Employer may schedule days off non-consecutively at the employee's request, or under exceptional or emergency circumstances.

15.1.2 All time worked beyond thirty-seven and one-half (37.5) hours in a regular work week shall be compensated at the rate of one and one-half times (1.5x) the basic salary rate. For the purpose of calculating total hours in a work week, all paid authorized leave shall be deemed to be hours worked. Unpaid authorized leave shall not be deemed to be hours worked.

15.1.3 If an employee is required to perform work on a scheduled day off (i.e. a sixth day within the work week) the employee shall be paid for a minimum of three and one-half (3.5) hours.

If an employee is required to perform work on both scheduled days off (i.e. sixth and seventh days of the work week), the employee shall be compensated for all hours worked on the second day off (in excess of 37.5 hours in a week) at the rate of two times (2x) the basic salary rate for

all hours worked, with a minimum of three and one-half (3.5) hours.

15.2 **Alternate Shift Arrangements**

For employees working in operations, which require alternate shift arrangements such as longer workdays, rotating shifts etc. the Employer may average hours such that an employee works seventy-five (75) hours over each two (2) week period. The work day may range from seven and one half (7.5) to ten and one half (10.5) hours of work plus an unpaid meal period and or other breaks totaling no more than sixty (60) minutes for shifts of eight (8) hours or less and no more than ninety (90) minutes for shifts in excess of eight (8) hours. 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.

15.2.1 During each two (2) week period there shall be a minimum of four (4) days off, which must be scheduled in blocks of two (2) or more consecutive days, and no employee will be scheduled to work more than seven (7) consecutive days without receiving days off. If days off are scheduled before and after a paid holiday and the employee is not required to work the holiday, the days off will be deemed to have been scheduled consecutively.

15.2.2 All time worked beyond seventy-five (75) hours in each two (2) week period shall be compensated at the rate of one and one-half times (1.5x) the basic salary rate. For the purpose of calculating total hours in a work week, all paid authorized leave shall be deemed to be hours worked. Unpaid authorized leave shall not be deemed to be hours worked.

15.2.3 If an employee is required to perform work on a scheduled day off, the employee shall be paid for a minimum of three and one-half (3.5) hours.

If an employee is required to perform work on two consecutive scheduled days off, the employee shall be compensated for all hours worked on the second day off (in excess of seventy five (75) hours in each two (2) week period) at the rate of two times (2x) the basic salary rate for all hours worked, with a minimum of three and one-half (3.5) hours.

15.2.4 Overnight Shift Premium – Employees shall be paid an overnight shift premium in the amount of two dollars and fifty cents ($2.50) per hour for work performed between the hours of midnight and 6:00 am. This premium shall not be included when calculating overtime.

15.3 There shall be no split shifts.

15.4 Overtime hours must be authorized by the employee's immediate supervisor except in the case of an emergency.

15.5 Each employee shall complete and submit to the Employer a weekly timesheet or other documentation, which may be in electronic format, reporting the hours worked in the preceding week.

15.6 The Employer will make best efforts to ensure that employees are not required to work excessive hours on an ongoing basis.

15.7 The Employer agrees to make reasonable effort to distribute the assignment of overtime work equitably among employees engaged in the same type of work.

15.8 An employee may choose to claim overtime credits in compensatory time rather than money. Time credits will be calculated on the same basis as overtime pay. Employees may add this time to their outstanding annual vacation credits. It is understood that any other employee's request for annual leave will have priority over an employee's request to take compensatory time. Any outstanding compensatory time credits existing at the end of the fiscal year will be paid out at the rate at which they were earned.

15.9 The Employer shall keep a record of overtime credits accumulated, paid and taken by employees. Such record shall be made available to the union upon provision of reasonable written notice.

15.10 **Self-Assigned Employees**
It is agreed and understood that certain types or categories of work do not lend themselves to a regular schedule. Employees occupying these categories will be designated as self-assigned. A list of all self-assigned employees will be provided to the union no less than twice each calendar year.

15.10.1 Self-assigned employees undertake to arrange their own hours of work to accomplish their assignments.

15.10.2 Where a self-assigned employee or his/her supervisor determines that the employee may be expected to work more than thirty-seven and one-half (37.5) hours in a single week, or on an ongoing basis, the employee and supervisor will meet to discuss compensation for the additional work in question. The overtime provisions set out in articles 15.1.2 and 15.1.3 do not apply to self-assigned employees. However, the employee and supervisor are encouraged to

discuss any and all possible means of compensation for the additional work, i.e. additional remuneration, compensatory time off, or any other compensation which is agreed upon by the employee and supervisor.

It is agreed and understood by the parties that the purpose of the self-assigned designation is to allow for greater flexibility in scheduling, and not for the purpose of reducing or eliminating an employee's right to compensation for working beyond the normal work day or week.

15.10.3 All discussions held under article 15.10 above shall be documented and shared with the Employer and union.

Article 16 – MEAL BREAKS

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 will be given. If a second meal break is required, 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.

Article 17 - ON-CALL / STANDBY

17.1 Certain positions may require the employee, or individuals may be called upon from time to time, to be on-call or on standby during some or all of their time off between scheduled shifts ("on-call"). The overtime provisions of Article 15 do not apply to employees on Stand-By.

17.2 An employee who is on-call shall be available and may be required to respond to and resolve inquiries by phone or computer or to return to the workplace to address issues that cannot be resolved remotely.

17.3 The Employer may assign an employee to be on-call during some or all of their time-off between shifts. On-call requirements shall be clearly communicated either at the time of hire or in advance by the Employer as the need arises.

17.4 An employee who is on-call shall be compensated at a rate equivalent to 1/10 (one tenth) their hourly rate of pay for each hour that they are on-call to a maximum of $20.00 per working day and to a maximum of $50.00 per scheduled day off. The employee shall complete and submit a weekly timesheet indicating the number of hours on-call during the preceding week.

17.5 When a call or email to the employee has been prompted by an error of the employee being called and the purpose of the call or email is to correct such error or when an employee responds to a call by phone or email and the employee spends less than ten (10) minutes in dealing with the issue, the employee will not be eligible for any further pay. In the event the employee is contacted to deal with another issue outside of the initial ten (10) minute period

or the employee spends ten (10) or more minutes in dealing with an issue, the employee shall maintain a record of the time spent for such and shall be compensated at a rate of one and one-half times (1.5X) their basic hourly rate of pay.

17.6 In the event an employee is required to return to the workplace on a scheduled work day, the employee shall be compensated for a minimum of two (2) hours at the rate of one and one half (1.5) times the employee's basic hourly rate. In the event an employee is required to return to the workplace on a scheduled day off, the employee shall be compensated for all hours worked at the rate of one and one half (1.5) times the employee's basic hourly rate with a minimum of three and one half (3.5) hours. In the event an employee is required to return to the workplace on two (2) consecutive scheduled days off, the employee shall be compensated for all hours worked on the second day off at the rate of two (2) times the employee's basic hourly rate with a minimum of three and one half (3.5) hours. Travel time to and from the office shall not be included in the calculation of time worked.

Article 18 – CALL-BACK

18.1 Call-back occurs when a scheduled employee, after leaving work, is required to perform duties, which are expected to be completed before the commencement of the employee's next scheduled shift. Call-back is incurred whether or not the employee is required to actually report to the workplace. It is the expectation of the parties that instances of call-back will be rare. The overtime provisions of Article 15 do not apply to employees on call-back.

18.2 An employee may refuse to accept a call-back. However, in the event a call-back is necessary for an urgent issue, the most junior qualified employee who can be reached and who is fit to assist must accept the call-back.

18.3 When a call or email to the employee has been prompted by an error of the employee being called and the purpose of the call or email is to correct such error or when an employee responds to a call-back by phone or email and the employee spends less than ten (10) minutes in dealing with the issue, the employee will not be eligible for call-back pay. In the event the employee is contacted to deal with another issue outside of the initial ten (10) minute period or the employee spends ten (10) or more minutes in dealing with the initial issue, the employee shall maintain a record of the time spent and will be compensated for the time spent dealing with the issue(s) with a minimum of one (1) hour at the rate of one and one half (1.5) times the employee's basic hourly rate.

18.4 In the event an employee is required to return to the workplace on a scheduled work day, the employee shall be compensated for a minimum of two (2) hours at the rate of one and one half (1.5) times the employee's basic hourly

rate. In the event an employee is required to return to the workplace on a scheduled day off, the employee shall be compensated for all hours worked at the rate of one and one half (1.5) times the employee's basic hourly rate with a minimum of three and one half (3.5) hours. In the event an employee is required to return to the workplace on two (2) consecutive scheduled days off, the employee shall be compensated for all hours worked on the second day off at the rate of two (2) times the employee's basic hourly rate with a minimum of three and one half (3.5) hours. Travel time to and from the office shall not be included in the calculation of time worked.

18.5 The provisions of this Article do not apply to employees that have been assigned to be on-call in accordance with Article 17.

Article 19 – POSTING OF SCHEDULES

19.1 Employees will be scheduled to work in accordance with the schedule established by the Employer from time to time, and will undertake to complete their assignments as directed by the Employer.

19.2 Regular employees will have their hours and scheduled days off posted no less than two (2) weeks in advance of the week for which the schedule applies. Once posted, an employee's scheduled hours will not normally be changed except as set out below.

For the purposes of this article, a department schedule, which is e-mailed to all employees in the department, shall be deemed to have been posted.

19.3 Schedules may be changed due to illness or release of an employee. They may also be changed due to circumstances beyond the Employer's control (e.g. extreme weather conditions or other emergencies). The Employer shall notify an employee of any change to his/her schedule made after the schedule has been posted.

Other changes may be made by mutual agreement between the employee and his/her supervisor. Such agreement will not be unreasonably withheld. The Employer agrees to make reasonable efforts to accommodate the employee's wishes.

19.4 The Employer will make reasonable efforts to schedule employees in such a way that they will have no more than two (2) different start times in any given week.

19.5 It is agreed and understood that employees may have some measure of flexibility in their precise hours of work. Where an employee wishes to discuss minor modifications to his/her schedule, the Employer will make a reasonable effort to accommodate such modifications.

19.6 This article does not apply to self-assigned employees as defined in article 15.

Article 20 – SPECIAL LEAVE

20.1 The Employer will grant leave to an employee faced with unforeseen domestic emergencies that affect the employee and the employee's immediate family. For example, to care for a sick child or other family member, to accompany a child or spouse to a medical appointment, to make alternate arrangements when caregivers are sick, and other family emergencies. Incidences of special leave will normally be for no more than one (1) day and could be for one half day. The payment for such leave will be at the sole discretion of the Employer. The Employer may require appropriate documentation to support a request under this article and will so advise the employee at time of notification. Additional time off may be requested under Article 25 – Vacation or Article 27 – Leave Without Pay.

20.2 Given the nature of these events, it is not always possible to request special leave in advance. An employee who encounters a situation and wishes to request special leave will contact his/her manager as soon as is reasonably possible.

20.3 A manager may require an employee who is granted paid Special Leave on three (3) or more occasions in a calendar year to make-up the hours he/she was absent for subsequent occasions of special leave within that calendar year, within a reasonable period of time without further compensation. Such hours will be reflected on the employee's time report. In cases where unpaid special leave has been granted, the Employer and the employee may enter into discussions to allow the employee to make up the unpaid hours within a reasonable period of time.

20.4 It is agreed and understood that employees are expected to schedule medical/dental appointments outside of their normal working hours whenever possible. When this is not possible, the employee will notify his/her manager as soon as possible. Subject to legitimate operational requirements, the manager shall allow the employee to attend the appointment without loss of pay. A manager may require an employee who is granted such Leave to make-up the hours he/she was absent, within a reasonable period of time without further compensation.

Article 21 – JURY OR WITNESS DUTY

21.1 An employee who is summoned to serve as a juror, or who receives a subpoena to appear as a witness on a scheduled work day shall continue to receive his/her basic pay for the day, less any amount received in payment for service as a juror or a witness. The employee shall return to work if released from jury or witness duty before the end of his/her scheduled shift.

Payment is subject to production of satisfactory evidence (for example but without limitation, a copy of the subpoena or summons).

21.2 It is agreed and understood that this article does not apply in cases where the employee is the plaintiff or the defendant, unless the case is directly related to the employee's work at the Employer.

Article 22 – BEREAVEMENT LEAVE & COMPASSIONATE CARE LEAVE

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, ward, son-in-low 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 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 a 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

22.4 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 as commenced.

22.5 Employees who intend to take a leave of absence for compassionate care leave must as soon 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 a 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 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.

Article 23 – STATUTORY HOLIDAYS

23.1 The Employer recognizes the following statutory and other holidays:
New Year's Day
Good Friday
Family Day
Victoria Day
Canada Day
Civic Holiday
Labour Day
Truth and Reconciliation Day
Thanksgiving Day
Christmas Day
Boxing Day

23.2 The Employer recognizes that the official distribution of statutory holidays is not entirely equitable when considering the multi-faith nature of its mandate. Therefore, all employees who have successfully completed the probationary period have the following rights:

23.2.1 Employees can elect to substitute days of their choice for any two (2) of the holidays listed in 23.1.

23.2.2 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 Human Resources.

The employee must specify what date is being taken as a substitute day. In the case of a substitute day, the employee must specify which original holiday will be a working day.

The Employer will make efforts to accommodate all

requests, but employees are expected to give reasonable notice of their intent to substitute days.

23.2.3 All requests for use of substitute days are subject to the Employer's reasonable operational requirements.

23.3 Compensation for statutory holidays shall be paid 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 during an employee's vacation, the day will not be counted against the employee's accumulated vacation days.

c) 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.

d) If the holiday falls on a regularly scheduled work day and the employee is required to work, the employee shall receive one and one-half (1.5) times his/her basic salary for the day, and shall receive another day off with pay.

Article 24 – RELIGIOUS OBSERVANCE

24.1 Notwithstanding the provisions of Article 23, employees whose religious observances preclude them from working on a given day should give as much notice as possible to their supervisor so that alternate arrangements can be made. Except in cases of extreme emergency, the Employer agrees not to assign or require employees to work on days where work is forbidden under the employee's religious principles.

Article 25 – ANNUAL VACATION

25.1 Employees shall earn vacation credits in accordance with this article during the "Vacation Year" which initiates on January 1 and ends on December 31 based on years of service. Vacation credits are earned in hours of paid time off work as detailed below. When a vacation day is taken the employee will receive his/her regular pay for the work hours scheduled for that day and his/her vacation entitlement will be reduced by the amount of work hours paid as vacation pay.

Example #1: An employee who regularly works a 7.5 hour work day (a "regular" work day) takes a day off for vacation. The employee's shift is 8.5 hours including a one hour unpaid meal period. The employee's annual vacation entitlement is reduced by 7.5 hours, the amount of vacation pay the employee will receive for that day.

Example #2: An employee who works alternate shift arrangements takes a day of vacation on a day for which the employee was scheduled to work 10.5 hours. The employee's shift that day is 12 hours including 1.5 hours of unpaid meal periods. The employee's annual vacation entitlement is reduced by 10.5 hours, the amount of vacation pay the employee will receive for that day.

25.2 Employees who have successfully completed three (3) months of full-time employment with the Employer are entitled to accrue annual vacation credits based on 75 hours per year (or 10 "regular" work days), or 6.25 hours per calendar month.

As of their hiring anniversary date, employees who have completed two (2) years of service shall accrue 112.5 hours

or fifteen (15) "regular" work days per year, or 9.375 hours per month, as their annual entitlement to vacation.

As of their hiring anniversary date, employees who have completed five (5) years of service shall accrue 150 hours or twenty (20) "regular" work days per year, or 12.5 hours per month, as their annual entitlement to vacation.

As of their hiring anniversary date, employees who have completed fifteen (15) years of service shall accrue 187.5 hours or twenty-five (25) "regular" work days per year, or 15.625 hours per month, as their annual entitlement to vacation.

25.3 Temporary employees and part-time regular employees will accrue vacation time on a pro-rata basis. To be eligible to accrue vacation time, these employees must be on a contract of more than six (6) months duration at a minimum of twenty (20) hours per week.

Other part-time and temporary employees will accumulate vacation time/pay as set out in federal legislation.

25.4 Employees who had an annual vacation entitlement under the previous collective agreement greater than the minimums stipulated in this Agreement will see no reduction in their entitlement as a result of the implementation of this Agreement.

25.5 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.

25.6 Prior to taking any annual vacation days, employees must complete a leave request form detailing the days and total hours requested as vacation and submit the form to their supervisor for approval at least thirty (30) days in advance of each vacation request where reasonable. The supervisor will confirm or deny each request within ten (10) days of receipt of the request.

25.7 Each supervisor will maintain a vacation schedule for his/her department.

Vacation requests will be dealt with on a first-come, first-served basis. In the event two employees in the same department make requests that are in conflict, the supervisor and the employees in question will make best efforts to resolve the conflict. If no other resolution is found, then preference will be given on the basis of seniority.

In the event an employee selects more than one (1) set of vacation dates within the same year, the exercise of seniority rights shall apply to only one (1) set, and this set must be designated at the time of indication. Once invoked, the exercise of seniority rights may not be invoked again for a period of two (2) years.

25.8 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. A reasonable effort will be made to schedule such leave in a manner that is satisfactory to both parties.

25.9 Employees are required to take all of their vacation time each year, barring exceptional circumstances. Where the granting of certain vacation requests is not possible due to exceptional operational requirements, employees may carry forward all unused vacation credits into the next vacation year, or upon written approval from the employee's manager, have the credits paid out, or a combination thereof. Where an employee's circumstances prevent him/her from taking a portion of their annual entitlement, the employee may request to carry the vacation days forward, have the credits paid out, or a combination thereof. Such requests must be made by October 1 of each year. In the event the request is denied, article 25.8 will apply if the employee does not schedule the remaining days of vacation by October 15.

25.10 If employment is terminated for any reason, accrued vacation credits shall be paid out in cash, 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.

25.11 If an employee is recalled by the Employer from vacation due to an emergency or unusual circumstances any lost days will be restored to the employee's bank of accrued vacation credits and the employee will be compensated for all reasonable costs incurred as a result of the recall.

25.12 To receive credit for the accrued vacation hours (days) for any given month, the employee must work for at least half of the working days in that month.

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.

Article 26 – MATERNITY/PARENTAL LEAVE

26.1 The Employer will ensure that a leave of absence due to the birth or legal adoption of a child will adhere to Canada Labour Code requirements.

26.2 An employee must have completed six (6) consecutive months of employment for entitlement to the following unpaid leaves of absence.

26.3 Maternity leave is available only to the natural mother and consists of a period not exceeding seventeen (17) weeks.

26.4 The natural mother may elect an additional thirty-seven (37) weeks parental leave upon the expiration of maternity leave. The natural father is entitled to thirty-seven (37) weeks parental leave from the date the child is born, upon the expiry of maternity leave, or from the day the child comes into his actual care and custody. The aggregate amount of parental leave that may be taken by two employees in respect of the birth of any one child shall not exceed thirty-seven (37) weeks.

26.5 In the case of an adoption, either adopting parent is entitled to thirty-seven (37) weeks adoption leave from the day the child comes into the employee's actual care. The aggregate amount of adoption leave that may be taken by two employees in respect of the adoption of any one child shall not exceed thirty-seven weeks.

26.6 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.

26.7 An employee who has completed the required weeks of insurable employment may be eligible for Employment Insurance ("EI") during a maternity, parental, or adoption leave in accordance with the EI provisions. These benefits are currently payable through Service Canada at any time during the year after the child arrives home. Employees should visit their local Service Canada office, or call Service Canada to obtain further details of these benefits.

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 fourteen (14) weeks of maternity leave.

c. In addition, the Employer will pay the employee on maternity leave one hundred percent (100%) of her regular weekly earnings during the 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) weeks' 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.

26.10 Procedure

a. All staff must complete a Notice of Separation Form for Maternity/Parental Leave of Absence at least four weeks prior to departure date.

b. Notice should be given to the employee's manager, with a copy to Human Resources, as soon as possible with the anticipated departure date and duration of leave.

c. Employees who are planning to return to work must notify their immediate supervisor of their anticipated date of return, at least four (4) weeks in advance.

26.11 Every employee who takes a leave of absence from employment under this Article is entitled to be reinstated in the position that the employee occupied when the leave of absence from employment commenced. Where for any valid reason the Employer cannot reinstate an employee to her/his former position, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

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.

Article 28 – OUTSIDE ACTIVITIES – CONFLICT OF INTEREST

28.1 Employees shall be free to engage in activities, either paid or unpaid, outside the hours of work, subject to the following conditions:

a) such activities do not constitute direct competition or conflict with the activities of the Employer;

b) no employee may exploit his/her connection with the Employer in the course of such activities;

c) such activity does not adversely affect the employee's work for the Employer.

d) employees cannot use any company property or equipment

28.2 Where there is a dispute as to whether an employee's activities constitute a violation of this article, the onus shall be on the Employer to show that one or more of the conditions in 28.1 have been breached.

28.3 In the event an employee undertakes an outside activity, which subsequently creates a real, apparent or potential conflict of interest, the employee is responsible for declaring any such conflict to his/her immediate supervisor. The employee and supervisor will meet to discuss the situation and determine the appropriate course of action, which may include, without limitation, recommending or requiring that the employee curtail or cease the outside activity. The employee shall be entitled to union representation at any such meeting.

28.4 For clarity, engagement with an independent media production company does not in itself normally constitute a conflict of interest. However, engagement with a production company for the purpose of creating programming under contract to or in competition with ZoomerMedia Limited, Television Division (or its related enterprises) would constitute a conflict of interest.

Article 29 – SHORT-TERM LAY-OFF

29.1 Short-term lay-off will occur as follows:

- Lay-off resulting from a planned temporary closure of any part of the Employer's operations during all or part of the fiscal year;

- Any other temporary lay-off which is not anticipated to exceed six (6) months.

29.2 When a short-term lay-off is anticipated the Employer shall notify the Union at least two (2) weeks before any employee is notified. The Employer will endeavour to give as much notice as possible of a short-term lay-off but not less than two (2) weeks. The employee will be informed of the effective date of lay-off and the date of return to work.

29.3 Benefits and seniority will be continued for the duration of a short-term lay-off, subject to the employee continuing to pay the employee's portion of any employee-paid or co-paid benefits.

29.4 Employees may use any vacation or banked time in lieu to bridge some or all of a short-term lay-off period.

29.5 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.

Article 30 – LAY-OFF & RECALL

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 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 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 three (3) weeks; or

c) a combination of notice and basic pay equivalent to at least three (3) weeks.

30.3 During the notice period, the employee may have paid time off to pursue internal and external employment opportunities, which may improve the employee's chances of achieving a successful career transition. Such time off will be subject to legitimate operational needs and will not be unreasonably denied.

30.4 Lay-offs within a given job classification shall be implemented in inverse order of seniority. Temporary or probationary employees must be released before any permanent positions are affected.

30.5 Any full-time employee who has completed three (3) months of employment and who is laid off shall retain health and dental benefits coverage for a period equal to his/her notice and severance to a maximum of three (3) months or until the employee is eligible for such benefits at a new place of employment. All other benefit entitlements cease upon the date of lay-off.

30.6 Any full-time employee with at least two (2) years of service is eligible to elect recall rights rather than receiving full severance at the time of lay-off. An employee who elects recall rights shall receive one third of his/her severance pay entitlement under Article 30.7 on a salary continuance basis only and will have recall rights for a period of up to twelve (12) months from the date of lay-off. In the event the employee is recalled to work the salary continuance payments shall cease as of the date the employee returns to work, the employee will not be required to repay any severance pay received and his/her seniority will be maintained. In the event the employee is subsequently laid off again, severance pay will be calculated based on the full seniority, and the previously paid amount will be subtracted from the amount due.

At any time during the period the employee is on recall, the employee can forfeit his/her recall rights and receive the remaining two thirds of his/her severance payment under Article 30.7. In the event an employee's recall rights expire, the employee will receive his/her remaining severance payment.

30.6.1 An employee who elects to retain recall rights must notify the Employer within forty-eight (48) hours of lay-off, the positions at or below his/her level, for which the employee has the ability and experience to perform the requirements of the position within a thirty (30) day familiarization period and which the employee desires recall rights to. The Employer will notify the employee of any positions the Employer does not agree with within twenty-four (24) hours of receiving the employee's list. The employee will only be eligible for recall to the positions the Employer agrees with on the employee's submitted list.

30.6.2 When the Employer determines a vacancy exists, the most senior employee with recall rights to the vacant position will be recalled. In the event a new job classification is created following a lay-off, the Employer will consider all employees with recall rights, who were at or below the level of the new classification, by seniority for recall to the new classification. An employee who accepts recall to a position in a lower salary group shall be paid at a rate that is ten percent (10%) less than the employee's former salary for each level the salary group is lower. For example, if an employee who was laid off from Salary Group 4 is recalled to a position in Salary Group 2, the employee will receive a salary that is twenty percent (20%) lower than the employee's former salary.

30.6.3 The Employer's responsibility will be considered fulfilled if the Employer gives notice of recall by telephone, e-mail or facsimile transmission, confirmed by registered mail to the employee's last address registered with the Employer. If the laid-off employee does not advise the Employer of his/her intention within five (5) days of receipt of the registered letter or fails to report for work within seven (7) calendar days of receipt of such notice or at the date specified in the recall notice, whichever is later, the laid-off employee will be deemed to have waived the recall, his/her employment will be considered terminated and the employee will be paid the remaining amount of severance.

30.6.4 A laid off employee who declines recall to the position the employee was laid off from, shall forfeit his/her recall rights and be paid his/her remaining severance entitlement under Article 30.7.

An employee, who declines recall to any position other than his/her former position, shall forfeit recall rights to the position the employee was recalled to.

30.6.5 An employee who is recalled to a position other than the position the employee was laid-off from shall be on a thirty (30) day trial period. In the event an employee has not demonstrated his/her ability to consistently meet the requirements of the job during a reasonable amount of time, not to exceed thirty (30) days, or in the event the employee does not desire to continue in the new position and requests to return to laid-off status, the employee shall be laid-off and will not be entitled to any notice or severance payments in addition to the payments owed to the employee prior to the recall. The employee will forfeit recall rights to the position.

30.6.6 A recalled employee who is successful during the trial period shall only retain recall rights to the job the employee last held prior to lay-off.

30.7 An employee who is laid-off will be entitled to severance pay on the following basis:

a) After successful completion of the first year of employment, two (2) weeks salary for each year of service or portion thereof, pro-rated on a monthly basis.

b) One (1) additional week's salary will be paid for each year of service, or portion thereof, beyond four (4) years, pro-rated on a monthly basis.

c) Severance pay will be paid to the employee as quickly as is practical, but in any case not later than the second (2nd) pay period after the date of lay-off.

A laid-off employee can elect to receive his/her severance pay as a lump sum or as a continuation of regular semi-monthly pay for the period covered by the severance pay. The laid-off employee will make his/her choice known to the Employer no later than the date the lay-off becomes effective. If the employee does not notify the Employer of his/her choice prior to the effective lay-off date, the severance will be paid as salary continuance. In the event an employee elects to receive a lump sum payment, the employee's portion of the benefit premiums for the three (3) month period under article 30.5 shall be deducted from the lump sum amount.

30.8 Severance pay shall not be subject to check-off for union dues. It is subject to normal statutory withholding at source. The laid-off employee may direct the Employer to

pay some or all of the severance amount into a registered retirement savings plan (RRSP) or other investment vehicle, subject to providing satisfactory documentation to the Employer.

30.9 An employee who is laid off and forfeits his/her recall rights, or whose recall rights expire, shall not be precluded from being re-employed by the Employer.

Article 31 – DISCRIMINATION

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, 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 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.

Article 32 – DIVERSITY & INCLUSION: COMMITMENT TO EQUAL OPPORTUNITY

ZoomerMedia will continue to champion for and make efforts to improve diversity and inclusion throughout the company. A diverse workforce and inclusive environment makes ZoomerMedia a better company, allows it to attract the best talent in all departments, and helps it to grow into a stronger and more resilient business.

ZoomerMedia will comply with the Human Rights Code at all times and will not discriminate against employees on the basis of gender, gender identity, gender expression, disability, age, sex, race, creed, colour, national origin, refugee status, veteran status, marital or parental status, sexual orientation or any other protected ground under the Human Rights Act.

Upon request from CMG, the Company will share with CMG the CRTC Diversity report on an annual basis.

Article 33 – HARASSMENT

33.1 The parties recognize the right of employees to work in an environment free from all forms of harassment.

33.2 Harassment is defined in the Employer's Group Human Resource Policy 6-3 (the "Policy").

33.3 When a complaint is filed, the Employer will take immediate action to investigate, to resolve the issue, and to protect the rights and well being of all involved. When a complaint alleging harassment has been made, it shall be dealt with in accordance with the Employer's policy, which is appended to this collective agreement.

33.4 If a member of the bargaining unit is found to be guilty of harassment, any disciplinary action taken shall be subject to the provisions of this collective agreement.

33.5 An employee alleging harassment in the workplace has the right, after informing the supervisor, to be assigned to other suitable work, if available, until such time as an investigation has been completed.

33.6 Nothing in this article shall replace an individual's right to file a complaint in accordance with federal human rights legislation.

33.7 No employee risks reprisals as a result of filing a complaint in good faith, or being a party to the investigation of a complaint.

33.8 The Policy will remain in effect for the life of this agreement. In the event the Employer modifies this policy, the policy appended to this agreement shall remain in

effect unless the union agrees in writing to accept the modified policy.

33.9 Any appointment of employee Advisors as per the Policy shall be made in consultation with the bargaining agent. In cases where a member of the bargaining unit is the initiator or object of a harassment complaint, any nomination of one or more investigators shall be made in consultation with the bargaining agent.

33.10 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.

Article 34 - DISPUTE RESOLUTION

34.1 The parties agree that the purpose of this article and the procedures outlined within are to settle any complaints or disagreements between members of the bargaining unit or the union and the Employer amicably, fairly and in an expeditious manner.

34.2 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 collective agreement, including any question as to whether a matter is grievable or arbitrable. At any stage of the grievance procedure an employee is entitled to representation by the union.

34.3 It is the intent of the parties that complaints of an employee shall be adjusted as quickly as possible and accordingly, should a grievance arise, an earnest effort shall be made to settle the dispute in the following manner.

34.4 Complaint Stage:

Any employee may present a complaint to his/her manager, with a copy to Human Resources at any time. Such complaint should be brought to the attention of the manager within ten (10) business days of the event that caused the complaint, or knowledge thereof.

The manager and the employee shall make a sincere and genuine effort to resolve the complaint prior to a formal grievance being filed. Unless otherwise agreed, the parties have twenty (20) business days from the date the complaint islodged, to resolve it. The manager shall

communicate his/her decision to the employee and to the union, inwriting, within the above-noted time frame.

34.5 Grievance:

If the dispute is not resolved at the complaint stage, a grievance may be filed within twenty (20) business days of the end of the complaint stage. For clarity, the complaint stageends when the manager communicates his/her decision to the employee and to the union as set out above, or twenty (20) days after the lodging of the complaint, whichever is earlier.

The grievance must be filed in writing, using a standard form developed by the parties, and must be submitted to the employee's manager with a copy to Human Resources and a copy to the union. The grievance form must provide sufficient specific information to allow the responding party to fully understand the allegations being made.

A grievance meeting will be held within ten (10) business days of filing of the grievance or at such time mutually agreed upon by the parties. This grievance committee shall be composed, at minimum, of a representative from the union as well as one from the Employer. The grievor may attend if he/she wishes to. Both parties may have additional members on the committee as reasonably required but in no case can the number of union representatives exceed three (3) (including paid union staff).

The parties will exchange any and all relevant information relating to the issue or issues in dispute and will make a sincere effort to resolve the dispute. Minutes will be kept and signed by the parties. The Employer's decision shall be

delivered in writing within ten (10) business days of the meeting.

34.6 The parties at the grievance meeting shall make a sincere and genuine effort to resolve the issue(s) in dispute. In the event a satisfactory resolution is not reached, the parties have the option of holding a further meeting or moving to the next phase.

34.7 Mediation and Arbitration:

If the dispute remains unresolved after the grievance meeting or meetings, the parties shall refer the dispute to arbitration as set out below.

The parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance. The parties will share equally the fees and expenses, if any, of the mediator.

34.8 Choice of Arbitrator:

Unless a mutually agreed-upon list of arbitrators has been established, in which case one shall be selected at random or by rotation, the union and the Employer shall each submit a list of three (3) names of preferred arbitrators within ten (10) days of the end of the previous step.

If a named arbitrator is on both lists, that person shall be appointed as sole arbitrator. If more than one (1) name has been given by the parties the person who has the earliest available arbitration date(s) shall be appointed.

If the two lists have no names in common, the parties will attempt to select a mutually satisfactory arbitrator. If the

parties are unable to agree, the parties shall request an arbitrator via the federal Ministry of Labour.

34.9 Powers of the Arbitrator:

Once appointed, the sole arbitrator shall have all powers as set out in the Canada Labour Code, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

The arbitrator shall not be authorized to make any award inconsistent with the provisions of this agreement, nor to alter, modify, add to or amend any part of this agreement.

The decision of the arbitrator shall be final and binding upon the parties and the employee or employees concerned.

34.10 Each of the parties will share equally the fees and expenses, if any, of the sole arbitrator.

Except by express consent, neither party will be required to share the cost of stenographic transcript of the proceedings.

A party that seeks to adjourn an arbitration hearing shall bear the costs associated with such adjournment.

34.11 Union or Employer Grievance:

Either the Employer or the union may, on its own behalf, file a grievance concerning any dispute arising from the interpretation, application, administration or alleged contravention of this agreement. Such a grievance must be filed as per article 33.6 above within twenty (20) business days

of knowledge of the events giving rise to the grievance.

A grievance by the Employer shall be filed with the president of the union's branch executive.

34.12 General Provisions:

It is agreed and understood that the union has sole carriage of any and all grievances throughout the grievance and arbitration procedure.

Any and all time limits set out in this article are directory rather than mandatory.

Neither party shall use technical arguments to impede the resolution process.

Article 35 – PERFORMANCE MANAGEMENT

35.1 The intent of Performance Management (PM) is to ensure that all employees understand what is expected of them in their position or assignment, and what job standards and objectives are to be met. It is also an opportunity for constructive discussion and feedback between the employee and his/her direct supervisor or manager.

35.2 PM meetings between the employee and supervisor/manager shall occur no less than twice per 12-month period. More frequent meetings to discuss progress and allow for constructive feedback are encouraged in order to better assure the success of the process.

35.3 During the first meeting of each 12-month cycle the employee and supervisor/manager will jointly draft a PM plan for the year, including objectives, action plans, performance indicators and possible sources of feedback. Subsequent meetings during the same 12-month period will review this material for the purposes of maintaining focus and measuring progress along the PM plan; adjustments will be made as conditions change.

35.4 As part of the PM process, the employee and supervisor or manager should discuss how the employee contributes to the Employer's objectives, and what the employee needs in order to develop within his/her current role as well as for future opportunities. Development opportunities may consist of, without limitation, formal or on-the-job training, temporary assignments or upgrades, skills transfer, or any other vehicle which enables an employee to obtain, maintain or increase knowledge, skills, techniques and experience.

35.5 It is agreed and understood that PM is meant to enhance employee satisfaction and improve performance. It is presumed that the employee is performing his/her function competently and adequately. If the employee is not working at a satisfactory level of performance, this must be dealt with under the provisions of article 35.

Any documents created in the context of the PM process will not be used to support a case of disciplinary action.

35.6 The parties to this collective agreement will monitor the progress of the PM process and deal with any questions or complaints via the joint committee process where it is practical to do so.

Article 36 – DISCIPLINE & DISCHARGE

36.1 The parties agree that the purpose of discipline is correction. Its primary purpose is to ensure that employees perform their duties in accordance with rules, directives, standards and regulations set out by the Employer.

No permanent employee of the Employer shall be disciplined or discharged except for just and sufficient cause.

It is agreed that matters of discipline will be dealt with promptly.

36.2 Discipline is defined as any formal written action taken by the Employer concerning an employee's work or conduct which will become part of the employee's personnel file and which may be detrimental to the employee's position in the Company. Discipline does not include discussions and/or counseling sessions between an employee and her/his manager, which will not directly lead to disciplinary action.

36.3 Prior to any disciplinary measure being imposed, the employee will be given notice in writing to attend a meeting, with a copy provided to the union. The Employer will provide notice of the subject matter to be discussed, and the employee will be advised of his right to have a union representative attend the meeting. However, the unavailability of a union representative will not unreasonably delay the meeting.

36.4 At the meeting there shall be a full discussion between the Employer and the employee.

36.5 Following the meeting, the Employer shall send a letter to the employee outlining the determination that has been made and communicating the disciplinary measures, if any, that are being imposed. Such notice shall be sent to the employee, with a copy to the union, within ten (10) business days of the meeting as described above.

36.6 If the above procedure is not followed, no disciplinary measures may be applied nor become part of the employee's record, nor be used against the employee at any time.

36.7 The Employer reserves the right to remove an employee who is under investigation regarding a disciplinary matter from the workplace pending a final decision. Except in cases where the Employer is alleging gross misconduct (e.g. workplace violence or theft), it is agreed that the employee will continue to receive his/her regular salary during the investigation period.

36.8 The Employer shall notify the union in writing of all dismissals; this notice shall outline the reasons for the dismissal. Except in cases of gross misconduct, no employee shall be dismissed as a result of disciplinary action until the procedures outlined in this article have been followed.

36.9 In addition to any rights under the grievance procedure, the employee has the right to reply in writing to any discipline imposed. The employee's reply, if received by the Employer within ten (10) working days after the discipline notice described in article 36.5, shall become part of his/her record.

36.10 All documents referring to disciplinary matters shall be removed from the employee's employment file two (2) years after the date of the notice described in article 35.5, provided there are no further infractions of a similar nature, as determined by the Employer, during that period.

The Employer may request that documents be kept beyond the two (2) year period, subject to satisfying the union of the necessity or advisability of keeping the information on file.

Article 37 – TECHNOLOGICAL CHANGE

37.1 "Technological change" is defined as the introduction by the Employer into its work, undertaking or business, of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

37.2 Where the Employer proposes or plans to effect a change that is likely to affect the terms or working conditions of a significant number of employees to which this collective agreement applies, the Employer shall give no less than one hundred twenty (120) days notice prior to the introduction of the new technology.

Such notice shall contain:

- the reason for and nature of the change;
- the date on which management proposes to implement the change;
- the approximate number and type of employees likely to be affected by the change;
- the effect that the change is likely to have on the working conditions or job security of the affected employees.

37.3 It is agreed and understood that sections 52, 54 and 55 of the *Canada Labour Code* do not apply during the term of this collective agreement.

37.4 After the notice referred to above is given, the parties shall meet and discuss the changes in question, with a view to

minimizing or avoiding adverse effects, and to discuss options to assist employees who are affected by the change to adjust to any associated effects.

The parties shall also discuss possible alternatives for affected employees. These may include, without limitation:

- retraining;
- reassignment to an available position with the Employer, within or outside the bargaining unit.

37.5 Affected employees whose positions are deemed redundant as a result of the change will be provided notice and severance in accordance with the provisions of Article 30.

Article 38 – GENERAL SALARY PROVISIONS

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 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, 2021	34,174	43,223
September 1, 2022	34,943	44,196
September 1, 2023	35,642	45,080
September 1, 2024	36,355	45,981

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

Effective Date	Low	High
September 1, 2021	37,946	51,867
September 1, 2022	38,800	53,034
September 1, 2023	39,576	54,095
September 1, 2024	40,367	55,177

Grade 3: Senior Mosaic Programming Screener; Media Coordinator; Editor; Researcher; Camera Operator; Creative Writer; Technical Director; Mosaic Business Affairs Assistant; 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; Traffic Coordinator; Front of House Audio Operator; Production Floater; Senior Ingest Coordinator

Effective Date	Low	High
September 1, 2021	45,566	62,242
September 1, 2022	46,591	63,642
September 1, 2023	47,523	64,915
September 1, 2024	48,473	66,213

Grade 4: Preditor; Senior Editor; Associate Producer; Senior Camera Operator; Motion Graphics Editor; On-Air Department Supervisor; Maintenance Technician; Mosaic Business Affairs Supervisor; Audio Editor; Production Supervisor; Lighting Technician; Senior Business Affairs Coordinator; Senior Traffic Coordinator; Senior Production Floater

Effective Date	Low	High
September 1, 2021	54,641	74,691
September 1, 2022	55,871	76,371
September 1, 2023	56,988	77,899
September 1, 2024	58,128	79,456

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

Effective Date	Low	High
September 1, 2021	65,341	89,627
September 1, 2022	66,811	91,644
September 1, 2023	68,147	93,477
September 1, 2024	69,510	95,346

Article 39 – TERM & SALARY

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 31st, 2025 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, 2021: 2.25%
- Effective September 1, 2022: 2.25%
- Effective September 1, 2023: 2%
- Effective September 1, 2024: 2%

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.

Article 41 – SICK LEAVE – INCOME PROTECTION PLANS

41.1 In all cases of illness and disability, an employee shall inform his/her supervisor as soon as possible.

41.2 In all cases of illness/disability in excess of three (3) consecutive days the employee must produce satisfactory evidence of inability to perform duties. To maintain eligibility for benefits, the employee must provide satisfactory documentation from time to time certifying that the employee is incapable of working during the period in question.

a) To be considered satisfactory, a medical certificate must be signed by a qualified medical practitioner who is licensed in Canada and must specify that the employee is unable to perform his/her duties.

b) The Employer reserves the right to require satisfactory documentation that the employee is fit to return to work following an absence. Such a document will be signed by a qualified medical practitioner, and will indicate that the employee is fit to return to work, either with or without restrictions.

c) If the medical restriction is of a temporary nature (i.e. no more than six (6) months) the Employer will make reasonable efforts to accommodate these restrictions. If the restrictions are of a permanent nature, the Employer will make reasonable accommodation in providing technical aids, devices or reasonable modification of the work environment for the employee. The definition of reasonable accommodation shall be the same as defined in federal human rights legislation.

41.3 An employee who has been granted sick leave on three (3) separate occasions within any twelve (12) month period without producing satisfactory medical evidence must, if required, produce satisfactory medical evidence, as set out in article 40.2a) above, for each subsequent day of absence within the twelve (12) months following the third occasion of an unsupported absence. If satisfactory medical evidence is not produced, the absence will be treated as unauthorized leave and may be dealt with under Article 35.

41.4 The Employer 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 establish the state of health of a particular employee or as a safeguard for other members of staff, or to determine the cause of excessive absenteeism. At the time of the examination, the employee will be advised whether he/she is well enough to work. If the employee so requests in writing, the results of such an examination will be conveyed to the employee's personal physician.

41.5 All medical information regarding employees is confidential in nature, and shall not be released to any party without the employee's written, informed and voluntary consent.

41.6 During a sick leave, all group benefits will continue and service will be considered to be continuous for the duration of the absence.

41.7 Employees become eligible for Short-Term Disability or Long-Term Disability (STD or LTD) benefits after completion of the three (3) month probation period.

41.8 Salary will continue to be paid at the following rates according to the following length of service attained at the time of disability for each unrelated disability:

Three months but less than 1 year:	1 week at 100%	16 weeks at 70%
1 year but less than 2 years	2 weeks at 100%	15 weeks at 70%
2 years but less than 3 years	4 weeks at 100%	13 weeks at 70%
3 years but less than 4 years	6 weeks at 100%	11 weeks at 70%
4 years but less than 5 years	8 weeks at 100%	9 weeks at 70%
5 years but less than 6 years	10 weeks at 100%	7 weeks at 70%
6 years but less than 7 years	12 weeks at 100%	5 week at 70%
7 years or more	17 weeks at 100%	

The maximum period for the STD plan is seventeen (17) weeks. After this period, the LTD plan takes over. The LTD plan is part of the Group Health Benefit and is detailed in the booklet entitled "Group LTD and AD&D Benefits".

Separate periods of short-term disability will be considered continuous if they occur for the same or related reasons and are interrupted by less than four (4) weeks of continuous employment. In such cases, the period of return to work will be treated as a hiatus and the periods of absence preceding and following the return to work will be

considered both continuous and cumulative in relation to the period of one hundred and nineteen (119) days to be eligible for the LTD plan.

Article 42 – RETIREMENT CONTRIBUTION

42.1 The Employer will continue to sponsor a group RRSP for all non-temporary employees to enable them to help finance their retirement. The Employer will continue to pay for the costs of administration of the plan and agrees to make contributions on employees' behalf.

42.2 The Employer will contribute by way of semi-monthly installments to each employee's plan based on the following guidelines, subject to the employee continuing employment during the payment period:

- After one (1) complete year of service, the Employer will contribute over the course of the next twelve (12) months of employment an amount totaling two per cent (2%) of the prior year's earned income.

- After two (2) years of service, the Employer's contribution will increase to a total amount equal to four per cent (4%) of the prior year's earned income.

The Employer contribution shall not exceed, in any given year, one-third of the government-prescribed maximum contribution to an RRSP.

42.3 In January of each year, the employee will be advised of the amount of the Employer's contribution for which they will be eligible that year. The calculation will be made on a *pro rata* basis, rounded up to the nearest month, where necessary.

42.4 Contributions made by the Employer to an employee's group RRSP account are locked in. The employee will sign an agreement covering administration of the group RRSP

plan and the locking-in provisions. The Employer reserves the right to not contribute to an employee's account if the employee has not signed the agreement.

42.5 Subject to federal regulations regarding group RRSP's and maximum contributions, employees may contribute to the group RRSP.

Article 43 – STRIKES & LOCKOUTS

43.1 During the life of this collective agreement the union will not cause, or permit its members to cause or take part in a strike or any other kind of interference or any other stoppage, total or partial, of any of the Employer's operations and the Employer will not cause, engage in or permit a lockout in any of its operations.

43.2 The normal scope, functions and volume of work of members of the bargaining unit will not be significantly altered as a result of a legal strike or lockout at another Employer.

Article 44 - SALE OR TRANSFER OF BUSINESS

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.

Article 45 – WORKING EQUIPMENT

45.1 The Employer will provide all necessary and efficient working equipment at its expense.

The Employer will endeavour to supply adjustable, ergonomically sound equipment such as desks, chairs, keyboards etc. as a matter of course, and will make a reasonable effort to meet reasonable requests for the provision of specific items identified by employees.

45.2 It is the obligation of the employee to take reasonable care of all such equipment. It shall be the employee's responsibility to report the loss or damage of any equipment immediately as it becomes known to the employee.

Article 46 – PRIVACY

Any data the Company collects on employees (including but not limited to access logs, productivity, usage statistics, and browsing histories) shall be securely stored. The Company respects the dignity of its employees and will comply at all times with applicable privacy laws. To that end, the Company has a robust and comprehensive IT policy, which addresses storage, access and use. The Company will ensure that each employee has a copy of such IT policy within 30 days of ratification (whether they have received it before) and ensure that each employee receives training at least annually on such IT policy or if any material changes are made to same.

As detailed in and governed by the Company's IT policy, the Company does not discipline employees for lawful incidental personal use of Company-provided equipment and devices.

The employer is restricted to solely monitor company owned devices for security purposes as personal owned devices have reasonable expectation of privacy. The employer is restricted to monitor company email installed on personal devices.

ZoomerMedia will only track an employee's physical location in the case of an emergency or for security related reasons.

Article 47 – TEMPORARY ALTERNATIVE WORK ARRANGEMENTS

Temporary Alternative Work Arrangements (AWAs) may include, but are not limited to: compressed workweeks, flexible hours with fluctuating start and end times, and partial or full-time remote work.

In special circumstances, to ensure compliance with health and safety laws (including the Emergency Management and Civil Protection Act), and/or as a form of reasonable accommodation as per the Human Rights Act, temporary AWAs may be appropriate. In considering any temporary AWA, the Company will consider, in good faith, among other factors, (i)the employee's request; (ii)relevant and timely information to support such request to be provided by the employee as may reasonably be requested by the Company; and (iii)the operational viability of the AWA including whether such AWA amounts to undue hardship.

In the event that ZoomerMedia re-establishes the need to be present full-time at the office, post January 1, 2022, ZoomerMedia will follow the guidance of Public Health to ensure the safety of all its staff. Employees will have the right to request a work from home/office hybrid arrangement. ZoomerMedia shall consider such requests in its discretion, taking into account the operational and other needs of the business.

A decision to deny any such request to work in the home/office hybrid arrangement will be provided within fifteen (15) days of receipt of the request. In such a situation, if the employee declines to work from the Employer's premises and the Employer is not agreeable to having the employee continue to work solely from home, the employee may elect to be laid off and will have recall rights and be

entitled to severance under Article 30 – Lay-off and Recall.

The Employer will make every effort to act reasonably and fairly in the circumstances.

Article 48 – CONCLUSION

48.1 The parties agree that this Collective Agreement is the conclusive agreement between the parties, and that any matter not dealt with under the terms of this agreement shall not be the subject of a grievance or negotiations prior to the expiration of this Agreement unless mutually agreed by the parties.

48.2 Unless specified otherwise, any letters of agreement or understanding, or any Employer policies appended to this Agreement will form part of the Agreement. Where conflict arises between the text of an appendix and the main text of the Collective Agreement, the provisions of the main text shall prevail.

48.3 The parties declare that this Agreement creates responsibilities and obligations for each of the parties, and in signing this Agreement the parties are bound to:

a) do everything they are required to do under the terms of the Agreement;
b) refrain from doing anything they are not permitted to do under the terms of the Agreement.

48.4 If any provision of this agreement is inconsistent with any law or regulation, such provision shall be deemed null and void, or shall be applied to conform with the law or regulation until such time that the parties are able to reach an agreement on new provisions or until such time that a new collective agreement is negotiated.

48.5 Prior to expiration of this Agreement, either party may, within a period of four (4) months immediately preceding the date of expiration, by written notice, require the other

party to this Agreement to commence collective bargaining for the purpose of renewing or revising the Collective Agreement or entering into a new Collective Agreement. If such written notice is given by either party and no new agreement is reached, all the provisions of this Agreement shall continue to be observed by both parties until the beginning of the open period, as set out in Section 89 of the *Canada Labour Code*.

48.6 Upon receipt of notice from one of the parties as set out above, the other party shall arrange for a meeting to be held between the parties within twenty (20) days for the purpose of commencing negotiations, and further meetings shall be held until settlement is reached or until either party makes application for conciliation.

48.7 If neither party gives notice in accordance with clause 48.5 above, this Agreement shall be considered automatically renewed for a further one (1) year period and year to year thereafter until the provisions of clause 48.5 have been satisfied.

DATED at Toronto, Ontario, this 9th day of November, 2021.

For the Union

DocuSigned by:
A33F5FB9BE8D4DB...
Darren Gonsalves

DocuSigned by:
287E21D467944A1...
Mike Brown

DocuSigned by:
13B688247FDE0...
Julie-Anne Vondrejs

DocuSigned by:
EF28DAD754A1488...
Matt Douglas

For the Employer

DocuSigned by:
6EA182D94CF143E...
Beverley Shenken

DocuSigned by:
5B19F63846BB4A4...
Terence Chan

Letter of Agreement Re: MZTV Production and Distribution
and
ZoomerMedia Limited, Television Division

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.

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.

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.

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

Our union, our voice

The Canadian Media Guild is comprised of over 5,000 members across Canada -- media workers at APTN, The Canadian Press, CBC/Radio-Canada, PMNA, Thomson Reuters, TFO, TVO,Vice Media, and ZoomerMedia, as well as other media organizations.

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To find out who your local executives and /or union stewards are, visit our website under contacts.

Have you signed your membership card yet?
If not, go to http://www.cmg.ca/en/membership-card/ today!

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