

COLLECTIVE AGREEMENT

Between

**Rogers Broadcasting Limited
CITY TV / OMNI TV, Toronto**

-and-



unifor
theUnion | Canada

NOVEMBER 1, 2012

To

OCTOBER 31, 2017

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THIS AGREEMENT executed between

Rogers Broadcasting Limited
CITY TV / OMNI TV, Toronto

hereinafter referred to as the "Company",

Party of the First Part,

and

Unifor

hereinafter referred to as the "Union",

Party of the Second Part,

ARTICLE 1

Purpose & Intent

1.1 It is the purpose of this Agreement 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 by the parties that the business the Company operates in is competitive and to that end the Company and the Union agree to work together to maintain an efficient operation. The parties to this Agreement further

agree that they have a responsibility to enforce compliance with the terms and conditions of this Agreement. To this end:

- (a) The Company agrees to instruct its supervisory and management staff to adhere to and enforce this Agreement.
- (b) The Union agrees to instruct its officers, stewards and members to carry out the terms and requirements of the Agreement and to fulfill their responsibilities as employees of the Company.

ARTICLE 2

Definitions

2.1 Employee - The term "employee" as used in this Agreement shall mean any person, either male or female, employed in a classification included within the bargaining unit set forth in Article 2.2. It shall further include any person employed in any new job or classification created in the future which the parties agree is to be included within the bargaining unit. If the parties are unable to agree, either party may submit the matter to the Canada Industrial Relations Board for a decision.

2.1.1 When the Company creates a new classification within the bargaining unit, the Company shall provide the Union with the following information in writing prior to the posting for the new classification:

- a) Proposed job title
- b) Proposed pay group

- c) Proposed general description of the duties and responsibilities

The Union shall advise the Company, within five (5) working days of receiving the information, of any disagreement with the pay level of the new classification. Postings for new classifications will indicate that the job is a "newly created bargaining unit classification".

2.2 Bargaining Unit & Exclusions - The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the unit set forth in the certifications of the Canada Industrial Relations Board dated July 10, 1995 and July 2, 2008 or any amendments thereto, as mutually agreed by the parties or as ordered by the Canada Industrial Relations Board.

“all employees in OMNI Operations, Citytv Operations, Citytv News, Citytv Production, Citytv On-Air Creative”

The parties have mutually agreed that the other excluded positions are as follows:

Anchors and Talent
Art Directors
Associate News Director
Chief Assignment Editor
Confidential Administrative Assistants
News Director
Director – Operations
Director, Production & Administration
Director, Special Events
Director, Sports
Engineering Technical Supervisor
Executive Assistants

Hosts

Manager – Creative Services, News

Manager – EFP Omni

Manager - Engineering

Manager – Field Operations

Manager – Library and Broadcast Services

Manager – Live Eye Services

Manager – Master Control

Manager – News Administration

Manager – Studio Operations

Managing Assignment Editor

Managing Producer News Websites

News Desk Manager

On Air Announcers

Producer – News

Producer/Director

Production Manager

Program Producer

Reporter

Scheduler

Senior News Director

Supervising Producer

Supervisor, Promotions

Unit Manager

Vice-President – News/Executive Producer

Videographer

Web Producer - News

2.3 Employee Definitions

A “full-time” employee has obtained seniority rights in accordance with Article 9.1 and is employed to work full-time hours pursuant to Article 14.1.

A “part-time” employee is one who is employed on a regular and ongoing basis to work to a maximum of forty-eight (48) hours in any fourteen (14) day calendar period commencing at 00:01 Sunday. See Article 2.4

A “temporary” employee is one who is employed for a limited term to cover maternity leave, child care leave, leaves of absence, vacation leaves, or to work on specific projects or productions of a predetermined length of time not to exceed twelve (12) months. See Article 2.5

A “casual” employee is hired on a daily or sporadic basis to cover short-term operational needs, peaks, illness and other contingencies to a maximum of forty-eight (48) hours in any fourteen (14) day calendar period commencing at 00:01 Sunday. See Article 2.6

2.3.1 Probation - All employees covered by this Agreement shall be considered full-time employees of the Company except as hereinafter provided. They shall be probationary employees for a period of three (3) months from the date of their employment with the Company. The Company may extend the probationary period up to a total of six (6) months from the date of hiring, and in such event, will discuss the matter with the representative of the Local Union prior to the end of the first three (3) month period. The employee and the Union shall be advised of such extension, in writing, and the reasons therefor. During the probationary period or extension thereof, the Company may release the employee for reasonable cause.

2.3.2 Absence from work by probationary employees for personal or health reasons shall increase their probationary period by the time absent.

2.3.3 The parties agree that further to Article 2.3, Probationary Employees, in cases where a probationary employee is experiencing performance or conduct problems during their probationary period the Company will verbally notify both the employee and the Union of such issues which may affect the employee's standing with the Company.

Article 2.4 – Part-time

2.4 A part-time employee hired on a regular and ongoing basis shall be paid hourly at a rate equal to 1/2080 as defined in Article 16.5 of the annual salary of the wage group to which the employee is assigned with a minimum credit of four (4) hours per tour of duty to a maximum of forty-eight hours over any fourteen (14) day calendar period commencing Sunday at 00:01.

2.4.1 Part-time employees shall be subject to the terms of this Agreement except for Articles; 9, 10, 11 and 13 or as specifically provided herein.

- a) Article 9.1 - Company seniority will be applied separately for part-time employees as a group distinct from full-time employees and shall be equal to the length of service in accumulated hours worked. Seniority for part-time employees shall be broken and cease to exist after a break in service of six (6) months.

Part-time employees shall be probationary employees for a period of 520 hours worked from the commencement of their first employment with the Company. The Company may extend the probationary period up to a total of 1040 hours from the date of first employment and the employee and the Union shall be advised of such extension in writing, and the reasons therefor. During

the probationary period, or extension thereof, the Company may release the employee at any time for reasonable cause.

Part-time employees, who are subsequently hired as full-time staff without a break in service of more than ninety (90) calendar days, shall receive credit for their total accumulated part-time hours as follows:

i. For employees hired in the classification in which they are regularly performing part-time work, one-half (1/2) of their total accumulated part-time hours shall be credited toward their full-time probationary period, to a maximum credit of two (2) months, and upon successful completion of the remainder of the full-time probationary period, the total accumulated hours worked as a part-time employee shall be credited to their seniority for all purposes.

ii. For employees hired full-time in a classification in which they are not regularly performing part-time work, no part-time hours will be credited to their probationary period; however, upon successful completion of the probationary period, the total accumulated hours worked as a part-time employee shall be credited to their seniority for all purposes.

The probationary period for full-time employment begins on the first day the employee is assigned to the new position.

b) Articles 9.4 and 9.5 - However, when part-time employees are laid off, it is agreed that the following shall be applicable:

1: Part-time employees shall be laid off by classification in inverse order of seniority on the part-time seniority list.

2: Part-time employees working on a regular weekly basis shall be given two (2) weeks' notice in advance of the proposed layoff, or two (2) weeks pay in lieu of notice [based on the average number of hours worked in the previous thirty (30) days].

3: Part-time employees who elect recall shall be placed on the recall list for up to twelve (12) months and shall be recalled to any part-time vacancy in a classification for which the employee has previously performed for the Company.

c) Article 11.1 - Part-time employees who are eligible may apply for benefits pursuant to Rogers' Part-Time Employees Benefit Plan.

d) Article 11.2 - Maternity and Child Care Leave, shall apply.

e) Article 13.1 and 13.1.2 shall apply as to the earning of vacation credits and scheduling. Vacation pay shall be calculated at the applicable rate; 4% for less than 2080 hours worked, 6% after 6240 hours worked, and 8% after 20,800 hours worked paid at the time the vacation is taken.

f) Article 13.2.1 (c) only shall apply on a statutory holiday with a minimum credit of four (4) hours.

g) Article 14.3 shall apply except part-time employees shall receive overtime for authorized hours worked in

excess of eight (8), ten (10) or twelve (12) hours in the work assignment to which they are scheduled.

h) Article 14.11.1 shall apply however part-time employees are responsible for their own safety footwear as required.

i) Article 15 - However, part-time employees shall receive a meal period in all tours of duty of more than six (6) hours and, in such event, such first meal period shall be exclusive of hours worked. Meal periods shall be assigned in accordance with Article 15.

Article 2.5 – Temporary Employee

2.5 A temporary employee is employed over a limited term of employment to cover maternity leave, child care leave, leaves of absence, vacation leaves, or to work on specific projects or productions of a predetermined length of time not to exceed twelve (12) months. Such employees shall be paid on an hourly basis at a rate equal to 1/2080 as defined in Article 16.5 of the annual salary of the wage group to which the employee is assigned. Extension of temporary employment, which requires more than twelve (12) months to complete, shall be agreed to by the union provided that in the circumstances, it is reasonable to do so. Temporary employees may be hired to work full-time or part-time hours.

2.5.1 A temporary employee shall be subject to the terms of this Agreement except for Articles 9, 10, 11 and 13 or as specifically provided herein. With respect to Article 14.7, the temporary employee concerned shall advise the Company that turnaround encroachment would be applicable when called for such assignments.

a) Article 9.1 - Company seniority will be applied separately for temporary employees as a group distinct from full-time employees and shall be equal to the length of service in accumulated hours worked. Seniority for temporary employees shall be broken and cease to exist after a break in service of six (6) months.

A temporary employee, who is subsequently hired as full-time staff without a break in service of more than ninety (90) calendar days, shall receive credit for their total accumulated temporary hours as follows:

i. For employees hired in the classification in which they are regularly performing temporary work, one-half (1/2) of their total accumulated temporary hours shall be credited toward their full-time probationary period, to a maximum credit of two (2) months, and upon successful completion of the remainder of the full-time probationary period, the total accumulated hours worked as a temporary employee shall be credited to their seniority for all purposes.

ii. For employees hired full-time in a classification in which they are not regularly performing temporary work, no temporary hours will be credited to their probationary period; however, upon successful completion of the probationary period, the total accumulated hours worked as a temporary employee shall be credited to their seniority for all purposes.

The probationary period for full-time employment begins on the first day the employee is assigned to the new position.

b) Articles 9.4 and 9.5 do not apply – Notwithstanding the foregoing the Company may terminate a temporary employee under this clause by giving two (2) weeks’ notice or two (2) weeks pay in lieu of notice for durations of six (6) months or less and if the duration is longer than six (6) months the Company may terminate the temporary employment by giving four (4) weeks’ notice or four (4) weeks pay in lieu of notice.

c) Article 11.2, Maternity and Child Care Leave, shall apply.

d) Article 13.1 and 13.1.2 shall apply as to the earning of vacation credits and scheduling, however, vacation pay shall be calculated at the applicable rate; 4% for less than 2080 hours worked, 6% after 6240 hours worked, and 8% after 20,800 hours worked paid at the time the vacation is taken.

e) Article 13.2.1 (c) only shall apply with a minimum credit of four (4) hours.

f) Article 14.1 shall apply except that temporary part-time employees shall receive a minimum credit of four (4) hours per tour of duty, to a maximum of forty-eight (48) hours, in any fourteen (14) day calendar period commencing at 00:01 a.m. Sunday. The maximum hours provided above shall not apply when temporary employees are hired for purposes of filling full-time vacation leaves, maternity or child care leaves, leaves of absence, or if hired for a specific project of a predetermined length of time not to exceed twelve (12) months or for the purpose of training and evaluation for a maximum period of one (1) month.

g) Article 14.3 shall apply except temporary employees shall receive overtime for authorized hours worked in excess of eight (8), ten (10) or twelve (12) hours in the work assignment to which they are scheduled, or on a “pay period” basis for authorized hours worked in excess of eighty (80) hours over each fourteen (14) day calendar period for temporary part-time employees.

h) Article 14.11.1 shall apply however temporary employees are responsible for their own safety footwear as required.

i) Article 15 - However temporary employees shall receive a meal period in all tours of duty of more than six (6) hours and, in such event, such first meal period shall be exclusive of hours worked. Meal periods shall be assigned in accordance with Article 15.

Article 2.6 – Casual Employee

2.6 A casual employee is hired on a daily or sporadic basis to cover short-term operational needs, peaks, illness and other contingencies. Such employees shall be paid on an hourly basis at a rate equal to 1/2080 as defined in Article 16.5 of the annual salary of the wage group to which the employee is assigned. A casual employee shall be scheduled a minimum four (4) hour tour of duty to a maximum of forty-eight (48) hours in any fourteen (14) day calendar period commencing at 00:01 Sunday. When the requirement exceeds this limit for any casual employee the Company agrees to provide advice to the Union.

2.6.1 Casual employees shall be subject to the terms of this Agreement except for Articles 9, 10, 11, and 13 or as specifically provided herein.

a) Article 9.1 - Company seniority will be applied separately for casual employees as a group distinct from full-time employees and shall be equal to the length of service in accumulated hours worked. Seniority for casual employees shall be broken and cease to exist after a break in service of six (6) months.

A casual employee, who is subsequently hired as full-time staff without a break in service of more than ninety (90) calendar days, shall receive credit for their total accumulated casual hours as follows:

i. For employees hired in the classification in which they are regularly performing casual work, one-half (1/2) of their total accumulated casual hours shall be credited toward their full-time probationary period, to a maximum credit of two (2) months, and upon successful completion of the remainder of the full-time probationary period, the total accumulated hours worked as a casual employee shall be credited to their seniority for all purposes.

ii. For employees hired full-time in a classification in which they are not regularly performing casual work, no hours will be credited to their probationary period; however, upon successful completion of the probationary period, the total accumulated hours worked as a casual employee shall be credited to their seniority for all purposes.

The probationary period for full-time employment begins on the first day the employee is assigned to the new position.

- b) Article 9.4 and 9.5 do not apply.
- c) Article 11.2 - Maternity and Child Care Leave, shall apply.
- d) Article 13.1 and 13.1.2 shall apply as to the earning of vacation pay. Vacation pay shall be calculated at the applicable rate; 4% for less than 2080 hours worked, 6% after 6240 hours worked paid bi-weekly with regular pay and not at the time vacation may be taken.
- e) Article 13.2.1 (c) only shall apply on a statutory holiday with a minimum credit of four (4) hours.
- f) Article 14.3 shall apply except casual employees shall receive overtime for authorized hours worked in excess of eight (8), ten (10) or twelve (12) hours in the work assignment to which they are scheduled.
- g) Article 14.11.1 shall apply however casual employees are responsible for their own safety footwear as required.
- h) Article 15 – However, casual employees shall receive a meal period in all tours of duty of more than six (6) hours and, in such event, such first meal period shall be exclusive of hours worked. Meal periods shall be assigned in accordance with Article 15.

2.7 Seniority in hours worked shall be the same for part-time, temporary, and casual employees and shall be transferable as between these categories.

2.8 Students and Volunteer Trainees - Students participating in a recognized educational program or cooperative study program and volunteer trainees may perform functions within the bargaining unit for the purpose of training and learning.

The Company will provide the name of the student or volunteer trainee, and the anticipated start and finish date to the Local Union prior to the commencement of the assignment. The Company will also provide the name of the educational institution or work program, where applicable, and the department or work area in which the student or volunteer will be involved. Such assignment shall not be in excess of six (6) months unless extended by mutual agreement of the parties.

It is agreed between the parties that the Company's first obligation is to provide training and career development opportunities to members of the bargaining unit. It is therefore understood that students and volunteer trainees will not prevent bargaining unit members from participating in training or career development opportunities.

Where the Company assigns the student to assist a member of the bargaining unit as an extra to the normal crew compliment, the Company shall designate a member of the bargaining unit with whom the student will work. Should a student be assigned without the guidance of a member of the bargaining unit, they shall be paid the appropriate rate in accordance with this Agreement.

2.9 It is agreed and understood that the provisions covering; part-time, temporary, casual employees and students/volunteers will not be used for the express purpose of eliminating or replacing full-time employees, or to avoid the hiring or the recall from layoff of full-time employees. The Company will not consistently use penalty or premium clauses to expressly avoid replacing full-time employees.

ARTICLE 3

Management Rights

3.1 The Union acknowledges that the Company has the exclusive right to manage the affairs of the Company and retains all rights, powers and authority the Company had prior to the signing of this Agreement, except those specifically abridged, delegated, granted or modified by this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company:

- (a) to set the broadcasting policy and broadcasting standards of the Company;
- (b) to hire, promote, demote, transfer and reclassify employees, judge and evaluate personnel qualifications and employee performance; and also the right of the Company to discipline, suspend or discharge any employee for just and sufficient cause, or a probationary employee for reasonable cause.

3.2 The Union further acknowledges the right of the Company to operate and manage its business, control its properties and maintain order of its premises in all respects in accordance with its commitments and responsibilities. The

direction of the working forces, the amount and type of supervision necessary, the number and types of machines and technical equipment, procedures and standards of operation, the content of programmes, the right to decide on the number of employees needed by the Company at any time, operating schedules and the selection, procurement, design and engineering of equipment which may be incorporated into the Company's places of business, including the change of all or any of the foregoing from time to time, control over all operations, building, machinery equipment, and employees are solely and exclusively the responsibilities of the Company.

3.3 Before implementing new rules and regulations directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Union.

ARTICLE 4

Union Rights

4.1 Dues Checkoff - During the term of this Agreement, the Company agrees to deduct monthly, an amount equal to the uniform dues and/or assessments as levied by the Union for each pay period (weekly, bi-weekly or semi-monthly, etc.). The deductions are to be based on the gross earnings for the pay period of every employee in the bargaining unit, beginning with the date of hiring in the bargaining unit. The present rate of deductions is equal to one and two-thirds percent (1.666%) of basic pay, and the same percentage shall be deducted on all additional earnings. The Company will be notified by registered mail of any changes in the present rate of deductions.

If it is discovered that the Company has not properly deducted the proper dues from an employee the Company shall increase the dues of the individual by a rate of two (2) times the normal deduction amount until such time that the full balance has been remitted. In such circumstances the Union will indicate to the Company the date at which the increased dues will begin to take effect.

4.1.1 The Company agrees to remit the monies so deducted to the Union monthly by cheque. The Company shall remit such dues by the fifteenth of the month following the month for which the dues are deducted. The Company shall provide the Union with a monthly electronic spreadsheet detailing the following information:

1. Employee name, address and employment status
2. Gender
3. Classification, salary and seniority
4. The amount of dues deducted on base wages and total dues deducted for each employee.
5. The name of any employee who has left or joined the Company since the last payment, including the name of any employee going on or returning from child care leave.

4.1.2 The Union shall indemnify the Company and save it harmless from any and all claims which may be made against the Company, by any or all employees, for amounts deducted from wages as provided by this article.

4.1.3 Each year the Company will indicate on the T-4 slips issued to employees, the total amount of dues deducted at source and forwarded to Unifor.

4.2 Notices to Union - The Company shall mail, or fax, and/or e-mail to the Union at its regional office, and to the Local Union Secretary, one copy of the following:

- (a) Notice provided through a monthly report of hiring or promotion of any employee within the bargaining unit.
- (b) Within five (5) working days' notice by fax or email of dismissal or demotion of any employee within the bargaining unit.
- (c) Notice by email of extension of probationary period, suspension, or any corrective (disciplinary) action placed on an employee's file within the bargaining unit within five (5) working days.
- (d) Any notice directed to employees pertaining to a change in the application or agreed interpretation of this Agreement.
- (e) When a temporary employee is hired in accordance with Article 2.5 to work more than forty-eight hours over any fourteen day period the Company shall provide the Union with the name of the full-time employee who is being replaced or the name of the project or production to which the employee is assigned and the expected duration.
- (f) The Company will furnish, upon receipt of notification of a desire to negotiate a new Agreement, two (2) copies of seniority records and wage information for employees within the bargaining unit for negotiating purposes.

(g) The Company shall, when notifying a person of their acceptance as an employee, provide in writing, the starting rate of pay and the classification to which the employee is assigned. A copy of this notice shall be sent to the Union in accordance with Article 4.2 (a) of this Agreement. The Company shall also include, at the same time, a copy of the current Collective Agreement, which shall be supplied by the Union.

4.3 Union Access to Premises - Representatives of the Union shall have access to the Company's premises to carry on inspections or investigations pertaining to the subject matter of this Agreement, upon reasonable advance notice to the Company. Such investigation or inspection shall be carried on at reasonable hours and in such a manner so as not to interfere with the normal operations of the Company.

4.4 Bulletin Boards - The Company agrees to the posting by the Union on bulletin boards and the Company's internal email system of: announcements regarding elections, meetings, Local negotiation developments and internal affairs of the Union, provided such notices are authorized by the Company.

The Company will ensure that each employee has access at work to information available electronically for the purpose of checking the posting of schedules, job vacancies, and other information related to the administration of this Collective Agreement.

4.4.1 The Company agrees to provide space wherein the Union may locate a filing cabinet. Local Union Officers will be given free access to this cabinet at all times. The Company shall not be responsible for the security or safety of the cabinet or its contents.

4.5 Leave for Union Activities

(a) Upon request by the Union, leave without pay will be granted to any employee duly authorized to represent employees of this bargaining unit at Executive, Council meetings or Conventions of the Union and Labour Education Seminars. A written request for such leave shall be submitted at least twenty (20) days in advance. Such leave shall be limited to a total of five (5) employees at any one time, and to a maximum aggregate total of six hundred (600) working hours in any calendar year. The maximum leave for any individual union official shall not exceed sixty (60) working hours and one hundred (100) working hours for an Executive Officer. The company will consider reasonable requests from the union to increase the individual and/or aggregate maximum. Such leave shall not constitute a break in continuity of service in seniority, severance pay, or other benefits under this Agreement.

(b) In order to attend the Unifor National Convention every other year (or every third year) up to five (5) employees will be released and the maximum aggregate total of working hours may be increased by an additional one-hundred sixty (160) working hours, exclusive of the individual limits in (a) above to attend the Unifor National Convention. The Company will be advised of the Convention dates as far in advance as possible. A written request for such leave will be submitted to the Company at least sixty (60) days in advance.

(c) It is understood that operational requirements may prevent the release of particular employee(s) under this article and in such case the Local Union shall be allowed to name an alternate(s). It is understood that this Article (c) shall not apply to the Union's President, Vice President, Treasurer or Secretary.

(d) In addition, up to one (1) employee may accept a full-time elective or appointed position with the Union or an official labour body for a period not exceeding two (2) years. Any additional yearly periods may be granted at the Company's discretion upon receipt of a written request from the employee and the President of the Union.

Such election or appointment shall be certified to the Company by the Union upon the request of the Company. The Company may hire temporary employees to fill the vacancies created by such leave of absence. During the employee's leave and subject to the limitations of the various benefit plans, the employee may continue to participate provided the employee prepays all premiums and contributions. During such leave the employee shall not accumulate seniority for the purposes of annual leave credits and severance pay.

During such leave the employee will be permitted by the Company to participate in training opportunities and to access the work place in order to maintain skills and remain current on changes in technology at the Union's expense.

4.5.1 Upon request by the Union, the Company agrees to release without loss of pay, leave credits and other earned benefits, up to five (5) employees to attend negotiating sessions with the Company. A written request for such release shall be submitted fourteen (14) days in advance of the first meeting. It is recognized that the scheduling of such meetings is subject to mutual agreement. The Company shall not be responsible for payment of penalties resulting from changes of shift to enable the release of such employees.

4.5.2 In addition to any leaves under this article, the Company agrees to release without pay, but with no loss of leave credits or other earned benefits, up to five (5) employees for up to two (2) days each, upon request of the Union, and where reasonable regarding operational requirements, to attend preparatory meetings prior to collective bargaining. A written request for such release shall be submitted fourteen (14) days in advance of the requested day off.

4.5.3 When an employee is released without pay for up to five days under provisions of Article 4.5 (a) and (b) or Article 4.5.2, the Company will pay the employee for such lost time. The Company will provide a detailed report to the Union for all hours paid to employees under this Article quarterly and the Union shall remit all monies owed to the Company by way of cheque within fifteen (15) calendar days of receiving this invoice.

ARTICLE 5

Non-Discrimination

5.1 The parties hereto mutually agree that no employee shall be interfered with, restrained, coerced or discriminated against because of membership, or lack of membership, or by reason

of any lawful activity, or lack of activity on behalf of the Union. The Company will not discourage membership in the Union, or attempt to encourage membership in another Union.

5.1.1 A member of the Union employed in a supervisory capacity shall not be held accountable to the Union for any action taken when carrying out supervisory duties on behalf of the Company. This shall not be construed to prevent the filing of a grievance by any member of the bargaining unit in respect of actions taken by the Supervisor.

5.2 Employees shall enjoy equal rights under this Agreement, regardless of age, sex, sexual orientation, marital status, colour, race, ethnic or national origin, or religious or political affiliation.

5.3 a) The parties agree and are committed to the maintenance of a working environment which is free from harassment, including personal harassment, sexual and/or racial harassment as outlined in the Canadian Human Rights Act. The Rogers Workplace Harassment Policy is printed at the back of the Collective Agreement for information purposes and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

b) Procedure - Any employee who believes that they have been subject to harassment after referencing this Policy is encouraged by the parties hereto to file a complaint in accordance with the Harassment Policy and or consult with their Union Representative or Human Resources Representative. The Regional Office of the Union will be advised by email within five (5) working days of receipt of any written complaint filed by, or against any member of the bargaining unit. The

Company will only be required to provide the name(s) of any bargaining unit member concerned.

c) The Company may amend the Policy from time to time to comply with Federal regulations. In the event that the Company proposes to amend the policy in a substantive manner, (other than for purposes of compliance with legislation) it shall discuss such changes, amendments and revisions with the representatives of the union at a joint management/union meeting for this purpose. The Union will be consulted and may make recommendations to the Company at such meeting and immediately thereafter.

ARTICLE 6

No Strike Clause

6.1 The Union will not cause nor permit its members to cause, nor will any member of the bargaining unit take part in a slowdown or a strike, either a sit-down or stay-in or any kind of cessation of work or in any other kind of strike or any other kind of interference or any work stoppage whatsoever, either total or partial, while this Agreement is in force. The Company will not cause nor permit its employees to cause, engage in or permit a lockout of any of its employees within the bargaining unit while this Agreement is in force.

6.2 The Company will not require any employees to perform the duties of any other person who is engaged in a lawful strike, expressly for the purposes of strike breaking, or to originate a programme or programmes expressly for the purpose of strike breaking.

6.3 An employee shall have the right to refuse to go to any television station, transmitter site or a location where a legal strike or lockout of persons whose functions are similar to those covered by this Agreement is in progress. It is understood that the foregoing does not apply to the employee's regular place of employment where employees in another bargaining unit may be on strike or locked out. In such case the parties shall arrange a protocol for employees to enter and leave the work place. Such refusal shall not be considered grounds for disciplinary action, except that ENG, EFP and Live Eye employees will be required to perform their news functions.

ARTICLE 7

Grievance Procedure

7.1 It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.

7.2 The parties recognize that any employee may present a personal grievance to the Company at any time. Any such grievance shall be subject to consideration and adjustment, as provided in the following articles on grievance procedure. An employee who files a personal grievance is encouraged to attend and participate in the grievance process. (i.e. grievance meeting(s))

7.2.1 Where an employee has a grievance of an individual nature the employee shall first discuss the matter with the immediate supervisor or Department Manager with the object of resolving the grievance. An employee may have a Union Representative assist in this discussion.

7.2.2 A grievance shall be submitted no later than ten (10) days following the date from which the employee became aware or should have become aware of the event or circumstances giving rise to the grievance.

Step 1: The grievance shall be reduced to writing, stating the nature of the grievance and the remedy sought. The written grievance shall be submitted to the appropriate Department Manager for consideration. A written response shall be made to the employee, with a copy to the Union, within ten (10) days.

Step 2: In the event that the grievance is not recorded as settled within ten (10) days of the written response in Step 1, the grievance shall be referred to the General Manager or their designee for investigation and consideration. For this purpose the General Manager or their designee shall meet within ten (10) days with the Union Grievance Committee consisting of not more than three (3) members. Every effort will be made to settle the grievance at one meeting but it may be that additional meetings may be held by mutual agreement of the parties if it appears to be necessary to obtain further information or for other major considerations.

Step 3: In the event that the representatives of the Company and the Union cannot reach agreement, either party may, upon notice by fax or email to the other, but no later than twenty (20) days after the final meeting in Step 2, submit the grievance to final and binding arbitration. Within the next following ten (10) days of the said notice, the parties, by way of their representatives, shall agree on the naming of a sole arbitrator. If the parties are unable to agree on the selection of an arbitrator within the said ten (10) days delay, the Federal

Minister of Labour may be requested by either party, within the next following ten (10) days to appoint the arbitrator.

The cost and/or expense of such arbitration shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the expenses of stenographic transcript without express written consent.

7.3 An arbitrator to whom any grievance may be submitted, in accordance with this article, shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of such grievance, but shall not have jurisdiction or authority to change, modify, extend, amend or alter in any way the terms of this Agreement.

7.3.1 If it is determined by the arbitrator that any employee has been suspended or discharged or otherwise disciplined and that the disciplinary measure has resulted in the discipline, suspension or the discharge of an employee, the arbitrator may change or amend such penalty and give an award that seems just and reasonable in all circumstances.

7.4 If either the Company or the Union considers that this Agreement is being misunderstood, misinterpreted, or violated in any respect by the other party, the matter may be submitted as a written grievance and discussed between representatives of the Company and the Union, and if not satisfactorily settled within twenty (20) days of the above meeting, either party may refer the matter to arbitration as provided in Step 3 of Section 7.2.

7.5 Time Limits - The time limits specified in this Grievance procedure shall be counted in working days, excluding Saturdays, Sundays and statutory holidays and

vacations of the employee concerned at the Step 1 level and may be extended or modified by the mutual written agreement of the parties.

7.6 Employees who are members of the Grievance Committee or the grievor(s) shall suffer no loss of regular pay or other benefits while attending grievance meetings with the Company. It is understood that such meetings may be held at times when employees are not scheduled to work.

ARTICLE 8

Corrective Action and Employee Performance

8.1(a) Full-time employees who have completed their probationary period shall be notified in writing (including email) of any issue concerning their employment such as performance, conduct, attendance, etc. which could lead to corrective action (disciplinary action) within fourteen (14) calendar days of the Company becoming aware of the issue. This may include notification that management is investigating a particular issue, circumstance or situation to determine whether further action is required before a decision on corrective action has been made.

The Company will investigate the issue and make a determination regarding the level of corrective action (discipline), if any, as soon as reasonably possible (which may be outside of the fourteen (14) calendar day notification period). In the event, due to the absence of any party involved in a corrective action case or any unforeseen circumstances, if the fourteen (14) calendar day time limit cannot be met, the Company will notify

the Union in writing of the requirement for an extension of the time limits and reason thereto. The Company and the Union agree that any such reasonable notification shall be accepted by the parties.

Employees and the Union will be furnished with a copy of any specific complaint or accusation, which may be detrimental to their advancement or standing within the Company, as soon as possible after the complaint or accusation, is made. If this procedure is not followed, such corrective action, or the reply thereto, shall not become part of their record for use against them at any time. Where an issue or cause for dissatisfaction is found to be unjustified all reference to such issue will be removed from the employee's record.

(b) In exceptional circumstances it is agreed that the Company may hold an employee out of service without pay for up to five (5) days pending the outcome of an investigation;

1. When the investigation pertains to an alleged violation of the Criminal Code of Canada;
2. Based on the prior record of the employee, provided that the Company has followed a regime of progressive discipline that has not been successfully overturned through the grievance procedure or referred to arbitration as per Step 3 of the grievance procedure outlined in Article 7.2.2; or
3. Where the presence of the employee in the workplace threatens the safety of other employees due to an allegation of harassment or violence.

In such cases an employee held out of service for longer than five (5) days will be paid at their regular salary until the investigation is concluded and a decision is rendered. Where there is found to be no cause of dissatisfaction, and/or where the decision is found to be unjustified, the affected employee will be compensated for the loss of all regular wages.

(c) In the event an employee is issued corrective action, the employee may reply, in writing, to such corrective action provided the reply is received within ten (10) of the employee's working days after the employee has been given the corrective action and, if so, that reply will become part of the employee's record.

(d) At any formal meeting with an employee discussing whether corrective action (discipline) will be taken against such employee, the employee may have a Union Representative present for the following purposes only: to assist, counsel, advise and represent the employee. Although the Union Representative may participate in any discussions taking place at such meeting, any final decisions affecting the employee are to be made solely by the Company.

(e) The Union shall provide the Company with a list of Union Representatives who shall be responsible for particular employee groups and who may be scheduled to attend meetings with respective employees who they represent.

(f) When a meeting is convened in accordance with Article 8.1 (d) above, the employee shall be given reasonable time in which to arrange for the attendance of

a Union Representative. Prior to commencement of the meeting the employee shall be allowed ten (10) minutes to consult their Union Representative.

(g) All references to corrective action shall be removed from the employee's personnel file within twenty-four (24) months of the date of such action being taken, provided that the employee has been free of other corrective action notices in the previous twenty-four (24) months. Absences due to sickness or authorized leaves of absence shall not be included in this calculation.

8.2 An employee shall have access to their personnel file in the presence of their supervisor during office hours, once every six (6) months (or earlier in the case of a grievance), at a mutually agreeable time, but in no event later than five (5) working days after the initial request.

8.3 Employees may request at anytime to meet with their supervisor and/or department manager to discuss their performance and are encouraged to participate and or request a personal performance review on an annual basis.

8.4 Performance Improvement Plan

When a department manager has identified the need to address performance improvement with an employee in order to meet operational expectations the department manager will meet with the employee for the purpose of reviewing the duties, responsibilities and requirements of the employee's job and to identify specific areas of performance in which improvement is required.

8.4.1 Where after one (1) month following the meeting described in Article 8.4, the employee still has an

unsatisfactory level of performance and needs improvement, the employee's manager will notify the employee in writing that the formal Performance Improvement Process will begin. The employee will have the right to be represented by the Union at this meeting and during any review meeting throughout the formal process.

The formal Performance Improvement Process shall have the following steps:

1. At the first meeting in the formal Performance Improvement Plan process, the manager will provide an outline of the duties, responsibilities and requirements of the employee's job. The areas where improvements are required will be clearly identified to the employee. The manager and the employee will discuss and establish the actions needed and develop an action plan. The action plan will identify the desired outcomes and the process required to achieve them. A written plan will be provided to the employee.

The manager will keep documentation in the employee's file regarding any discussions concerning the employee's performance while the employee is involved in a Performance Improvement Plan.

2. The process will include a monthly review for a period of up to six (6) months, during which the employee and the manager will jointly review the employee's progress towards meeting outcomes of the action plan and requirements of the job.

If at any point, the employee is meeting the objectives of the action plan and requirements of the job on a continuing and consistent basis, the Performance

Improvement Plan will end. This fact will be recorded in writing and signed by the manager and the employee. All documentation pertaining to the Performance Improvement Plan shall be removed from an employee's file after twenty-four (24) calendar months of the end date of the Plan provided that the employees' performance continues on a consistent basis.

8.4.2 If after three (3) months there has not been any real performance improvement month by month or afterwards up to six (6) months following the start of the Performance Improvement Plan and the employee is not meeting the objectives of the action plan and requirements of the job, the following will occur:

1. Vacant Permanent positions at the same or lower salary levels will be canvassed. If such a vacancy is found and if the employee meets the criteria in accordance with Article 9.2 they will be placed in the vacancy without posting the position. In the event of a placement at a lower salary classification, the employee will be placed on the salary scale of the lower classification at the step closest to but not more than the employee's salary in the current classification.
2. If a position is found but refused, or if no position is found, the employee will be laid-off in accordance with notice and severance provisions of Article 9.4 (Layoff). Bumping and recall rights will not apply in such cases.

8.4.3 It is understood that this process does not apply to;

1. an employee whose inability to perform their job is due to a disability; or

2. an employee affected by “technology change” at the time the technology is introduced until the employee has received training in respect of the technology change.
3. an employee during their probationary period.
4. where the actions or performance issues arise from culpable behaviour of an employee which should be dealt with in accordance with Article 8.1 above.

8.4.4 The time limits specified in Article 8.4 et al are directory and it is agreed by the parties that the time limits regarding this process should be somewhat flexible.

ARTICLE 9

Seniority Rights

9.1 a) Company seniority for full-time employees shall be deemed to have commenced on the date of hiring by the Company or upon the date the employee was hired by its predecessor, Channel Seventy-Nine Limited or Huchm Productions Limited, CHUM Limited, CTV Limited, Multilingual Television (Toronto) Ltd. CFMT, Rogers Broadcasting Limited, whichever is the later, and shall be equal to the length of continuous service with the Company. Company seniority shall relate to the order of layoffs, recall from layoff, promotions, severance pay and the choice of vacation periods, as provided for in the applicable articles.

b) Company seniority for part-time, temporary and casual employees shall commence in the same manner as for full-time employees, but shall be equal to the length of service in accumulated hours worked. Seniority for these employees

shall be broken and cease to exist after a break in service of six (6) months.

c) Where an employee who has passed their probationary period is transferred to a position outside the bargaining unit, but within Citytv and Omni Toronto, Company seniority will be maintained. Company seniority accrued by a person outside the bargaining unit, but within Citytv and Omni Toronto, will not be recognized for the purposes of layoffs and recall from layoff until that person has returned to a position in the bargaining unit for six months.

9.1.1 Seniority shall not be established until the probationary period, and any extension thereof, as set out in Article 2, has been served but shall then be calculated from the date of employment.

9.1.2 Seniority shall exist but not accumulate during any leave of absence approved by the Company, except as provided in this Agreement (e.g., Article 4.5.1).

9.1.3 An employee shall lose seniority and shall be deemed to be terminated in the event they:

- (i) resigns or retires;
- (ii) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (iii) fails to return to work upon the completion of an authorized leave of absence (Article 11.6) without valid reason, or uses a leave of absence for purposes other than those for which the leave of absence was granted;
- (iv) fails to respond and return to work from a layoff as per Article 9.5.2.

9.1.4 On March 1st each year the Company shall post at each location a seniority list covering all employees in the bargaining unit by name, classification and seniority date. A copy shall be provided to the Union. Over the next thirty days employees shall have the opportunity to request corrections, if any, in writing which shall also be copied to the Union. After the initial thirty (30) days the Company and the Union shall meet to discuss and address requested corrections to the seniority list if any. The parties agree that requested revisions must be supported by factual information which can be confirmed by the records of either party. A corrected seniority list shall be posted in all locations no later than May 31st which shall be in effect until the following year. In the event of layoffs the Company shall post the seniority list which, in addition, shall include the hiring's and departures since May 31st.

9.2 Postings and Promotions - Where the Company decides that a position is to be filled or created within the bargaining unit on a permanent or regular part-time basis, the Company shall post a notice of vacancy on the Company's internet recruiting system (Career Zone) which will include the proposed job title, (which may subsequently be revised without reposting the position depending on the successful applicant's qualifications), for a minimum of five (5) days. Employees from within and outside the bargaining unit may apply during the posting period.

Where the Company decides to post a temporary position to cover: a project or production of a predetermined length of time not to exceed twelve (12) months, vacation relief, maternity leave, child care leave or leave of absence, and the successful candidate is internal, they will be reassigned to the temporary position without loss of seniority or benefits. The employee will be on trial for a period of up to three (3) months

in the new position. The Company may, at anytime during this period, return the employee to the former position with no loss of seniority. Nothing in this clause shall prevent the Company from hiring (without posting a position) a temporary employee to back fill for a full-time employee on temporary assignment or to cover projects or productions of up to twelve (12) months or to cover vacation relief, maternity leave, child care leave or leave of absence.

The parties acknowledge that where it is not possible to determine with certainty the length of the reassignment to a temporary position the Company may end a temporary reassignment at any time and return the employee to the former position with no loss of seniority. At the conclusion of the temporary reassignment, the employee shall return to his/her former position. Where the Company decides that the position is to be filled on a permanent basis it is understood the position will be posted in accordance with this article.

Extensions of the temporary reassignment will be agreed to by the parties where in the circumstances it is reasonable to do so.

9.2.1 Promotions and transfers to jobs within the bargaining unit shall be based on qualifications established by the Company. These qualifications may include: creativity, knowledge, experience, skill, ability, attitude, training and/or education, as well as other relevant factors. Providing that one or more of the applicants satisfactorily meets or exceeds the qualifications, the Company shall award the position to the best applicant. Company seniority will be considered when evaluating applicants. When two (2) or more employees' qualifications are relatively equal, Company seniority shall apply. If there is no applicant who satisfactorily meets the qualifications established for the position, the Company may hire from any source.

9.2.2 An employee who is promoted or transferred to another position shall be on trial for a period of up to three (3) months. The Company may, at any time during this trial period, return the employee to the former classification with no loss of seniority. At the conclusion of a successful trial period the employee will be advised, in writing, that the promotion or transfer has been confirmed.

9.2.3 It is recognized that the Company may, from time to time, require employees to perform work in a job classification other than their regular classification. Employees who perform in a job classification different from their regular classification will not be penalized for errors committed during such performance if such errors are not a result of negligence.

9.2.4 Should an applicant for promotion or transfer be unsuccessful, it is agreed that management will discuss with the employee, if so requested, why their promotion or transfer was denied and will bring to the employee's attention any shortcomings which may affect their opportunities for advancement.

9.3 Discipline, Demotion and Discharge - The discipline, demotion or discharge of a full-time employee shall only be for just and sufficient cause. An employee discharged for just and sufficient cause, other than gross misconduct, shall be entitled to two (2) weeks' notice or pay in lieu thereof.

a) A probationary employee may be released during the probationary period for reasonable cause.

A claim by an employee that they have been, disciplined, demoted, or discharged without just and sufficient cause, or a probationary employee for reasonable cause, may be the subject of a grievance pursuant to Article 7.

9.4 Layoffs - When layoffs are to be made, the Company shall determine the classifications where reductions are required and the number of employees to be laid off. The Company shall post such declaration in the work place along with the bargaining unit seniority list on the date layoffs are announced.

Lay-offs shall proceed in inverse order of Company seniority within those job classifications in Article 16.6. Regardless of work assignment, the least senior employees in a classification where reductions are required shall be laid-off from such classification. The Union agrees the Company may offer a senior employee within an affected classification a voluntary separation package as part of a work force reduction program consistent with Article 9.4.3. The Company agrees to consider an application from a senior employee, in an affected classification, who may wish to volunteer to be laid off (consistent with article 9.4.3) if it would prevent the layoff of a junior employee.

Employees about to be laid off (the least senior employees in the classifications affected) will receive from the Company, a list of the job classifications (the "List") for which the employee has the occupational qualifications and where there is a less senior employee, than the affected employee, in a classification at the same or lower level. Occupational qualifications may include: creativity, knowledge, experience, skill and ability. Within forty-eight (48) hours of receipt of the list the employee may inform the Company, in writing, of any other classifications in which there is a less senior employee in a classification at the same or lower level where the employee possesses the occupational qualifications from previous employment. Such additions will not be considered unless

they are submitted, in writing, with details within the forty-eight (48) hour time period.

Employees who are eligible to displace another employee but elect to be laid off from their employment and not to be placed on the recall list, shall, in addition to the payments under Article 9.4.3, receive one (1) additional week of severance pay per year of service to a maximum of twelve (12) additional weeks of severance pay.

For the purposes of Layoffs seniority shall govern where the occupational qualifications of an affected employee in a regular classification and a less senior employee in the respective “merit” classification (see Article 16.6) are equal.

9.4.1 Employees about to be laid off from a position, who are eligible for one of the job classifications pursuant to Article 9.4 must advise the Company, in writing, within four (4) days of being provided with the list or the revised list (if applicable) of their intention to apply their seniority, and must indicate the job classification they have selected. If an employee fails to provide such notice to the Company, the employee will be deemed to have abandoned any rights under this Article. No employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications to perform the job filled by the employee with less seniority. It is agreed that an employee may require a reasonable period of familiarization in the new classification which shall not exceed four (4) weeks. It is understood that an employee who would otherwise be familiar with a method or process may require guidance on new or unfamiliar equipment/software as part of the familiarization period.

If the employee has successfully performed the duties in the new classification, the employee will be transferred to the

position following the familiarization period. In the event the employee has not demonstrated their ability to satisfactorily perform the duties in the new classification, during the familiarization period, the employee will be laid off within the familiarization period and shall be placed on the re-engagement list in accordance with Article 9.5.

9.4.2 The Company shall advise the employees and the Union through one announcement by way of the declaration described in article 9.4 to all employees covered under this agreement at least six (6) weeks in advance of the proposed layoff, or such length of time as prescribed by legislation. In lieu of such notice the company shall pay the affected employee(s) six (6) weeks pay, less the amount worked by the employee during the notice period. (For example - if two (2) weeks are worked, then only four (4) weeks shall be paid) Employees who are displaced in accordance with Article 9.4.1 shall be deemed to have received notice of layoff at the time of declaration, referred to above, provided that they are advised and laid off within the six-week notification period. A further notification period of four (4) weeks shall be added to the initial period for any affected employee who has not been advised and laid off within the initial six (6) week period.

Employees who elect to receive severance pay in accordance with Article 9.4.3 will be deemed to have been laid off and abandoned any recall rights (Article 9.5).

a) The Company shall provide the Union with copies of all advice, notices, declarations, applications, elections, and documents relevant to the layoff procedure within twelve hours of said documents being presented. In addition the Company agrees to release Union official(s) from work, without loss of pay or other benefits, to assist affected employees during the layoff process. It is understood that Union Official(s) may be

released when it is necessary to directly assist a particular employee, on request, or to be available to provide general advice and assistance to affected employees at specific times during the notification period.

9.4.3 Employees laid off and deemed terminated pursuant to any statute, will receive severance pay as follows:

- As per Article 9.4, for employees who were eligible to exercise their seniority rights but who elected to receive severance pay, one (1) week of severance pay for each year of service to a maximum of twelve (12) weeks, plus,
- For employees hired prior to January 1, 1992 - three (3) weeks pay for each year of continuous service.
- For employees hired on or after January 1, 1992 – three (3) weeks pay for each year of continuous service to a maximum of seventy-eight (78) weeks of total severance pay (note: the maximum severance is sixty-six (66) weeks under this Article if such an employee did not qualify for any additional weeks of severance under Article 9.4).

With respect to incomplete years, the severance pay shall be on a prorated basis, calculated to the nearest month. The above-noted severance payment shall be deemed to include any severance required pursuant to any statute.

Severance pay shall be paid to an employee upon the expiry of their recall rights or at any time during the re-engagement period after an employee has notified the Company, in writing, of their desire to abandon their recall rights.

9.4.4 While an employee is laid off, the Company will provide the following benefits: major medical (excluding out-of-Canada coverage and up to a maximum of \$5,000 Cdn. for nursing care, and up to a maximum of \$5,000 Cdn. for drugs), dental and vision care for the period of layoff up to a maximum of six (6) months or until the employee is eligible for benefits at the new place of employment. All other benefit entitlements and coverage, including life insurance, AD&D insurance, short-term disability and long-term disability will immediately cease as of the lay-off date.

9.4.5 The Company agrees that it will not consistently schedule overtime in order to affect or extend layoffs.

9.4.6 An employee who has reverted to a lower salary group under Article 9.4.1 shall assume the salary on the new scale in accordance with the chart below. Until then the employee's salary shall be frozen (red circled) until they revert to the lower salary group. An employee's placement on the lower salary group shall be on the wage step closest to the salary that was frozen.

Seniority	Number of months from the date the employee initiated the new position until the salary reverts to the new scale
Less than 1 year	1 month
Greater than 1 year	12 months

9.4.7 If an employee who has reverted to a lower salary group applies for and obtains a posted full-time position in another classification, in the same or lower pay group, the employee shall be paid according to the new classification and placed on the wage step which is equal to or nearest the salary the employee was earning on the date of the transfer. If the employee applies for and obtains a posted full-time position in a higher paid classification Article 16.3 shall apply. In such case the employees' right to recall to their former position shall end.

9.5 (a) Re-engagement of Laid-Off Employees - Employees will retain their seniority and have recall rights as follows:

- (i) Employees with less than one (1) year seniority will retain recall rights for six (6) months.
- (ii) Employees with more than one (1) year seniority will retain recall rights for twelve (12) months.
- (iii) Employees with more than three (3) years seniority will retain recall rights for twenty-four (24) months.

(b) An employee who elects recall will be required to provide a list of classifications at or below their current classification group, for which the employee possesses the occupational qualifications as per Article 9.4, that the employee desires recall to. The list must be provided within forty-eight (48) hours of electing recall. If this is not done the employee will only have recall to the position the employee was laid off from. The Company

will review the employee's list and advise the employee of any positions for which the Company does not believe the employee has the occupational qualifications within forty-eight (48) hours of receipt of the list. Such positions will be removed from the employee's recall list. The employee shall have the right to grieve management's decision.

9.5.1 When full-time vacancies occur, the Company agrees to recall former employees who have recall rights in accordance with Article 9.5 (a) and (b), in order of Company seniority. Employees accepting a recall in other than their previous job classification shall be paid the wage appropriate to the new classification. It is agreed that an employee may require a reasonable period of familiarization in the new classification which shall not exceed four (4) weeks. It is understood that an employee who would otherwise be familiar with a method or process may require guidance on new or unfamiliar equipment/software as part of the familiarization period.

If the employee has successfully performed the duties in the new classification during the familiarization period, the employee will be transferred to the position at the end of the familiarization period. In the event the employee has not demonstrated their ability to satisfactorily perform the duties in the new classification during the familiarization period, the employee will be laid off within the familiarization period, resume their recall period, and the employee shall lose all recall rights except recall rights to the position the employee was laid off from.

Notwithstanding the above, employees who had exercised their Company seniority and moved to another job classification at time of layoff (Article 9.4.1) shall have first recall rights to their previous classification when a vacancy occurs therein.

9.5.2 The Company's responsibility will be considered fulfilled if the Company gives notice, in writing, by registered mail to the employee's last known address. When vacancies occur for which the employee's have recall rights, Article 9.2 shall not apply. The most senior employee with recall rights to the vacant position will be recalled. Employees have five (5) business days to respond to the recall notice in writing (email is acceptable) and a further seven (7) days to return to work from the date of the recall notice. If an employee fails to respond and report to work as per above to any recall notice the employee shall lose all recall rights, be paid severance, and be deemed to be laid off.

An employee who may not be available for recall for personal or other reasons, and has not advised the Company, shall be deemed to have abandoned all recall rights. It shall be the responsibility of the employee to provide the Company with any change in mailing address.

9.6 If an employee is recalled or re-engaged prior to the expiry of recall rights, as indicated above, seniority shall be considered unbroken.

ARTICLE 10

Jurisdiction, New Devices and Methods

10.1 The Company agrees not to assign duties relating but not limited to the preparation, administration, audition, rehearsal and/or broadcast of the Company's television programmes and overall operation, including the operation of technical equipment, to other than employees in the bargaining unit if such work assignment directly avoids the hiring of a full-time

employee in the bargaining unit, directly results in a layoff, or avoids a recall from layoff of a full-time employee. It is agreed that the Company's obligations under this Article shall only apply with respect to work on television programmes or productions produced exclusively by and for the Company at the Company's premises.

10.2 Technological Change - Should the introduction, replacement, supplementation or modification of any machinery, equipment or device result in the layoff of employees as distinguished from layoffs, caused by changes in programming, the Company agrees to the following conditions:

(a) The Company will give the Union and the employees affected as much advance notice as is practicable, but not less than three (3) months notification of such layoffs or three (3) months pay in lieu of said notice plus all other benefits for the same period. An employee laid off as a result of Technological Change shall be entitled to exercise seniority rights and receive severance pay and benefit continuation in accordance with Article 9 et al. Notice to the broader employee population as outlined in Article 9.4.2 may be provided within the same aforementioned three (3) months.

(b) The Company shall, in writing, state the nature of the change contemplated and the number of jobs likely to be affected. Upon receipt of such notice by the Union, the parties shall arrange a meeting, or meetings, for the purpose of conducting discussions which will achieve an understanding to assure that any hardship to the employees affected shall be minimized; this shall be done by providing wherever possible, alternative employment within the Company for employees whose

jobs have been eliminated or by joint efforts on the part of the Company and the Union to obtain employment outside the Company, and/or by any other means that the parties may, by mutual agreement, decide upon. The Company will provide such employees reasonable time off, during their normal work week without loss of salary, to be interviewed for positions outside the Company.

10.3 Program Credits - As the parties have recognized that creative work carries creative responsibility, the Company will provide television programme credits on all productions one-half (1/2) hour in length or greater. The parties further agree that News and weekly strip programmes will provide credits once a week. The content of these credits will be at the Company's sole discretion.

ARTICLE 11

Employee Benefits

11.1 The following benefits will be provided as per the Rogers Communications Inc. (RCI) Standard Benefit Plans and will apply in accordance with the coverage levels provided generally to all employees of Rogers:

- a) Basic Group Life Insurance
- b) Dependent Group Life Insurance
- c) Group Accidental Death & Dismemberment Insurance
- d) Short Term Disability
- e) Long Term Disability
- f) Extended Health Care
- g) Dental Benefits
- h) Employee and Family Assistance Program

11.1.2 The Company will maintain the life insurance, sick leave, health and dental, short term and long term disability group plans for regular full-time and qualifying part-time employees at no less than the level of those provided in the Rogers Communications Inc. (RCI Plans). The Company agrees that no change will be made to the terms and conditions of this plan as it applies to the members of the bargaining unit without prior discussion with the Local Union.

11.1.3 Sick Leave

(a) When an employee is medically unable to perform their regular duties or reasonably modified duties which accommodate the employee's medical restrictions, an employee shall notify their department head, or other person as determined by the Company from time to time, as soon as possible after the medical issue arises, but not later than two (2) hours before the beginning of the scheduled starting time where reasonably possible. The employee shall state that they are medically unable to attend work and the expected time they will report back to work.

It is understood that the employee shall communicate directly with the individual(s) designated by the Company and ensure the notification is received.

(b) An employee shall offer proof, satisfactory to the Company, of their absence of three (3) days or more for medical reasons, if requested to do so by the Company. In addition, at any time, the

Company may require an employee to sign a Medical Leave Declaration confirming that the employee could not perform either their regular duties or reasonably modified duties due to medical reasons.

11.1.4 Absence because of illness or incapacity shall not reduce an employee's vacation credits unless the employee is absent for in excess of fifty-two (52) consecutive weeks at which time no further vacation credits accrue.

11.1.5 Should an employee be injured or become ill while on vacation, where such illness was serious enough to legitimately impair his/her vacation for at least two (2) days, salary continuance benefits shall be paid for such absence in accordance with Article 11.1, and the unused days of vacation shall be credited to the employee provided the employee is under a physician's care and the employee presents a note from the physician. Such leave shall be paid commencing on the first day of an illness or injury when an employee is under a physician's care. This article will not be applicable to an employee who exposes themselves to extreme risk or whose negligence caused the illness or accident.

11.2 Maternity/Parental/Adoption Leave - A pregnant employee with six (6) months continuous service or more, or an employee with six (6) months of continuous service who adopts a child of less than six (6) years of age, may apply for unpaid maternity/adoption leave upon four (4) weeks advance written notice, and such leave shall be granted by the Company. In the case of adoption, the period of unpaid leave shall commence when the child, or children, are received. The total maximum period of leave shall not exceed seventeen (17) weeks. With at least four (4) weeks prior written notice of a

desire to return to work the employee will be reinstated in her previous position.

In the event two (2) employees adopt a child, this benefit may only be used by one of the employees.

11.2.1 During the Maternity/Adoption/Parental Leave, the following salary and benefit provisions will apply, provided that the employee meets the following conditions:

(a) be a full-time employee having completed six (6) months of continuous service prior to the commencement of the Maternity/Parental/Adoption Leave;

(b) provide a certificate from a qualified medical practitioner certifying that she is pregnant; or provide proof, in the case of adoption, that the employee will be responsible for the care of a child in accordance with the laws of the province;

(c) indicate a commitment to return to employment with the Company upon the expiration of the leave;

(d) inform the Company, in writing, as to:

-the effective date of the intended leave and its length (i.e., number of weeks)

-changes, if any, in the intended leave, and

-the effective date of the return to work

In each instance, the employee will provide written notice to the Company at least four (4) weeks in advance unless there is a valid reason why such notice cannot be given (e.g., premature birth).

Employees on Maternity/Parental/Adoption Leave shall be covered under Rogers Maternity and Parental/Adoption Leave and be entitled to receive the Rogers Supplementary Employment Insurance Benefits (SEIB) integrated with Employment Insurance (EI) Benefits as follows:

(i) An employees with three (3)* to twelve (12) months continuous service who gives birth to a child shall receive the equivalent of 100% of their salary for the first four (4) weeks less the benefit paid by Employment Insurance; plus two (2) weeks at the equivalent of 70% of their regular earnings less the benefit paid by Employment Insurance. Parental and Adoption Leave not covered.

(ii) An employee with greater than twelve (12) months of continuous service who gives birth to a child shall receive four (4) weeks at the equivalent of 100% of their salary less the benefit paid by Employment Insurance; plus two (2) weeks at the equivalent of 70% of their regular earnings less the benefit paid by Employment Insurance; plus eleven (11) weeks at the equivalent of 70% of their regular earnings which exceed the year's annual maximum insurable earnings.

(iii) An employee with greater than twelve (12) months of continuous service who takes Parental or Adoption Leave shall receive two (2) weeks at the equivalent of 70% of their regular earnings less the benefit paid by Employment Insurance; plus fifteen (15) weeks at the equivalent of 70% of their regular earnings which exceed the year's annual maximum insurable earnings.

*The granting of Maternity Leave to employees with less than six (6) months continuous service is at the discretion of the Company.

The Company agrees to advise the Union of any changes to the SEIB program which may occur from time to time.

Vacation credits will continue to accrue while the employee is on Maternity/Parental/Adoption Leave, provided the employee returns to work.

11.2.2 Leave for Employees with Child Care Responsibilities -

1. Where an employee has or will have the actual care and custody of a new-born child, that employee is entitled to and shall be granted an unpaid leave of absence from employment of up to thirty-seven (37) weeks commencing as the employee elects,

- (I) in the case of a female employee,
 - (a) on the expiration of any leave of absence from employment taken by her under Article 11.2 above;
 - (b) on the day the child is born; or
 - (c) on the day the child comes into her actual care and custody.
- (II) in the case of a male employee,

- (a) on the expiration of any leave of absence from employment taken in respect of the child by a female employee under Article 11.2 above;
 - (b) on the expiration of any leave of absence from employment taken in respect of the child by a female employee who is entitled to such leave on account of her pregnancy under the laws of a province;
 - (c) on the day the child is born; or
 - (d) on the day the child comes into his actual care and custody.
- (III) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an Order under the laws of a province for the adoption of a child, that employee is entitled to and shall be granted an unpaid leave of absence from employment of up to thirty-seven (37) weeks commencing on the day the child comes into the employee's care and custody.
2. Where both parents work in a business governed by the Canada Labour Code (Federal jurisdiction), the thirty-seven (37) weeks may be shared, but the aggregate total is not to exceed thirty-seven (37) weeks. Where one employee takes maternity/adoption/parental leave, the combined total period of leave of absence shall not exceed fifty-two (52) weeks.
3. An employee must give at least four (4) weeks written notice of his/her intention to take child care leave unless there is a valid reason why such notice cannot be given. Notice must also include the length of leave intended to be taken.

If the length of leave is to be changed, after the original notice or while on leave, four (4) weeks' notice, in writing, is required except where valid reasons exist.

11.2.3 The taking of maternity leave is not mandatory. The Company may not require a pregnant employee to take leave unless the employee is unable to perform an essential function in her position and there is no appropriate alternative job available. The burden of proof respecting inability to perform an essential function rests with the Company. If the inability test is met then the forced leave is only for such time as the inability to perform the essential function continues.

11.2.4 Employees who intend to take maternity or child care leave may request, in writing, to be informed of any training opportunities which may arise during the leave and for which the employee is qualified. The Company must provide such via email. Notices with respect to employment and promotion opportunities shall be accessible electronically.

(a) An employee upon return to work from such child care leave will be reinstated in the employee's former classification. An employee's failure to return to work at the conclusion of the period for which the leave of absence was granted may result in termination at the Company's sole discretion.

(b) If wages and benefits are changed as part of a plan to reorganize the Company's establishment, including Collective Agreement revisions, the employee is entitled, upon being reinstated, to receive wages and benefits as if the employee had been working during the reorganization. When such reorganization takes place which will result in a change in wages and benefits, the

Company must notify the employee, in writing, as soon as possible.

11.2.5

(a) For full-time employees seniority will continue to accrue without interruption during Maternity/Parental/Adoption leave.

(b) Eligible employees shall provide the Company with post dated cheques covering their portion of the employee benefit premiums for the duration of their Maternity/Parental/Adoption Leave.

(c) The pension plan shall remain in force and accumulate during child care leave. Any normal contribution required of the employee shall continue to be the responsibility of the employee and payment is required within a reasonable period of time. Where an employee fails to pay the required contributions by the time the employee returns to work, the duration of the leave will not count as service with the Company when calculation of benefits is made.

11.3 Pension Plan - The Rogers Defined Benefit Pension Plan “the DB Plan” in existence at the signing of this Agreement, and as provided to employees of Rogers Communications Partnership, and as may be altered or amended by the Company, shall be subject to the terms and/or conditions of Provincial and/or Federal legislation. Employees enrolled in the Pension Plan shall receive annually a statement of their status in the Plan. Enrolment in the plan is voluntary. Details including eligibility for enrolment are in accordance with the DB Plan text as amended from time to time.

The Company agrees to notify the Union and employees of any amendments to the DB Plan.

11.4 Special Leave - A bereavement leave shall be granted for the purpose of making funeral arrangements and/or attending the funeral when an employee is required to be absent due to a death in their immediate family on the following basis:

5 days - spouse or children, legal guardian, father, mother.

3 days - brother, sister, mother-in-law or father-in-law, grandparent, grandchild, brother-in-law or sister-in-law and a family member who resides with the employee.

Immediate family shall include common-law relationships of one (1) year or more. Pay for such bereavement leave will be limited to the number of working days prescribed above, occurring immediately prior to and/or following the day of the funeral.

11.4.1 The Company will consider requests for additional leave when travelling is necessary, however, the granting and payment of such leave will be at the discretion of the Company.

11.4.2 The Company will consider requests for and may grant leave, without loss of seniority or leave credits to an employee faced with domestic responsibilities or unforeseen 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. The payment for such leave will be

at the sole discretion of the Company. The Company 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 11.7. Where possible an employee shall notify their supervisor in advance.

11.4.3 The Company will consider requests for time off for medical, dental and eye appointments, providing reasonable advance notice is given and the employee is unable to make such appointments outside of the working schedules. However, the employee concerned shall not receive any overtime or penalties where it is necessary to replace time off in order to complete their assignments.

11.5 Witness or Jury Duty - Employees called to serve on juries or to obey a subpoena shall receive their regular salaries during such periods, less the fees received for such service provided the employees return to work if they are released from jury duty prior to 1:00 p.m. An employee serving on a jury will not be assigned to work on evenings or weekends during such jury service.

11.6 Leave of Absence - The Company will consider, on an individual basis, all requests for long term leaves of absence without pay. Such requests must be made in writing to the employee's Manager, specifying the reasons and the duration for the leave. As per Article 9.1.3, an employee who fails to return to work upon completion of the leave of absence or who uses the leave of absence for purposes other than those specified, will be subject to termination of employment. The granting of such leave will be at the sole discretion of the Company.

11.7 Education and Training - The Company encourages all employees to expand their knowledge through either formal education or special courses and seminars. The Company will reimburse an employee for one-half ($\frac{1}{2}$) of the cost of the program, providing that:

- (a) The course, seminar or continuing education program must be approved in advance and must relate to the job classification of the employee, or directly further the employee's advancement within the Company.
- (b) The course, seminar or continuing education program must be successfully completed and the Company provided with a detailed receipt of expenses, certificate of achievement or diploma and course marks.

The Company, at its discretion and with regard to operational requirements may modify work schedules, including providing time-off from work, to assist an employee requesting accommodation to complete such courses.

11.7.1 If the Company requests that an employee attend a particular course, seminar or continuing education program, and the employee agrees, the Company will pay one hundred percent (100%) of the costs.

11.8 Outside Activities - The first professional obligation of employees shall be to the Company. Employees shall be free to engage in any activities outside working hours provided such activities do not consist of service performed for any other person or Company in direct competition with the Company or when such activities would create a conflict of interest (unless prior approval is obtained from the Company) and provided these outside activities do not interfere with their service to the Company.

11.9 RCI Employee Programs - All regular employees are eligible to participate in the following programs at no less than the level provided in the Rogers Communications Inc. Plans:

1. Employee Service Recognition Program.
2. Employee and Family Assistance Program.
3. Employee Share Accumulation Plan.
4. Rogers Employee Discount Programs and other discounts or promotions that may be offered from time to time.
5. Global RRSP savings plan.

ARTICLE 12

Travel Provisions and Expenses

12.1 Transportation - The Company shall reimburse the employees for all necessary travelling and other expenses when such travel is authorized by the Company.

- a) All per diems in accordance with this article shall be paid in U.S. Dollars when the employee is assigned to travel outside Canada.
- b) Use of the employee's own automobile for transportation in connection with their assigned duties must be previously authorized before reimbursement will be made.

12.1.1 In such authorized cases the Company shall pay reimbursement at the rate of forty-six cents (46¢) per kilometer, with a minimum payment of five dollars (\$5.00) per day. Where the Rogers Business Travel and Expense

Reimbursement Policy (Gen 8) provide a greater mileage reimbursement the policy shall apply. The Company shall have the right to determine the method of transportation used except that the use of public motor buses shall not be required when transportation of heavy or bulky technical equipment is required. Employees shall not be required to use their own automobiles unless they consent thereto. Employees shall be reimbursed every two (2) weeks for all authorized expenses, made for and on behalf of their assignments as provided herein upon submitting a statement for approval, with receipts where appropriate, on forms or electronic systems prescribed by the Company.

12.1.2 The Company agrees to maintain adequate liability insurance on all vehicles owned or rented which the Company requests an employee to drive. Said vehicles will be maintained in a safe operating condition. It is the responsibility of an employee to report immediately any operating deficiencies so that they may be remedied. Company vehicles are not to be used for personal purposes, without prior Company approval.

12.1.3 Travelling Time Credits - Employees shall be credited with all time used during their day's assignments in which travelling is authorized, except as follows:

Employees travelling on a common carrier on a work day when no work is done shall be credited with all time used at basic (straight time) rate, with a maximum credit of twelve (12) hours in any one day computed as follows:

- (a) When the employee departs from home, from one hour before the departure of the common carrier to the time of arrival of the common carrier at the final destination.

(b) When the employee departs from their normal place of employment to travel on a common carrier, from the time the employee reported to his normal place of employment to the time of arrival of the common carrier at the final destination.

(c) When the employee departs from a place of lodging when on an out-of-town assignment, from one hour before the departure of the common carrier to the time of arrival of the common carrier at the final destination.

In the case of international travel in accordance with (a) and (c) above, one hour will be added to compensate for the additional time required for Customs and Immigration clearances.

It is understood that travel on a day off shall be regarded as work on a day off and shall be calculated using (a), (b) and (c) above.

12.1.4 Employees who are unexpectedly required to begin or end a tour of duty (i.e. the employee was not notified of a change in start or finish time in accordance with Article 14.4) at a time when public or other transportation is not available shall be reimbursed the cost of taxi fare to or from home upon presentation of a proper receipt.

12.1.5 The Company will provide sufficient working time and reimburse an employee for any expense incurred by the employee in traveling between workplace locations within Metropolitan Toronto.

Prior to an employee incurring any expenses, approval and or arrangements will be discussed between the employee and their direct supervisor or department manager.

12.2 Expenses - Providing that the Company does not provide a meal [Article 15.4(b)], when employees are required to work "out-of-town", they shall be reimbursed for the cost of any meal required during their regular meal period as follows:

(a) Breakfast	\$12.00
(b) Lunch	16.00
(c) Dinner	26.00
(d) Subsequent	11.00

12.2.1 The meal allowances contained in Article 12.2 will not apply to ENG/EFP Camera Operators unless they are assigned to a meal period outside of the area defined in the map appended to this Agreement.

12.3 Definition of Location and Location Expenses - For the purposes of this Agreement, the following definition of "location" shall apply:

(a) "Local" location is considered to be any point within the municipalities of Metropolitan Toronto and Mississauga, which includes Pearson Airport.

(b) "Out-of-Town" location shall be any point beyond the limits defined as "Local" location.

12.3.1 Employees on "out-of-town" assignments which require overnight accommodation, shall receive a per diem allowance of sixty-five dollars (\$65.00) or Company policy, whichever is higher, to cover the cost of meals and miscellaneous expenses for each completed twenty-four (24) hour period, or three

dollars (\$3.00) per hour to a maximum of sixty-five dollars (\$65.00) where absences involve fractions of a day. Where exceptional conditions require higher per diems than those contained herein, the Company will provide an additional amount based on conditions at the location concerned. Per diem allowances will be paid in U.S. funds for travel outside of Canada. Costs of currency conversion or purchase of foreign funds will be reimbursed upon submission of receipts on an expense statement.

Where suitable meals, including choice of items, recognizing individual dietary requirements including, vegetarian, religious, and/or medical considerations, are provided to employees on assignment who receive the required time away from work duties to eat, the per diem amounts may be reduced up to the amount of meal allowances involved in accordance with Article 12.2. A reduction of per diems will not apply when only light items are available at the same time work is being performed.

12.3.2 Employees on "out-of-town" assignments requiring overnight accommodation shall receive single occupancy first class accommodation as per CAA standards at Company expense when available at the location concerned.

12.3.3 For employees on "out-of-town" assignments who request it, cash will be advanced in the equivalent of the estimated amount of approved expenses expected to be incurred on the assignment. Each employee must give an accounting of expenses together with receipts within five (5) days after completion of the assignment. If this is not done, upon five (5) days written notice the Company may recover such amounts as it estimates are owing from amounts owing to the employee.

12.3.4 ENG and EFP Camera Operators shall be given a one time advance of fifty dollars (\$50.00) to cover miscellaneous expenses during their assignments. These employees shall be reimbursed for approved expenses within three (3) days after an expense voucher, complete with receipts, is submitted.

ARTICLE 13

Annual Vacation and Paid Holidays

13.1 Annual Vacations - Employees who have completed their probationary period shall be entitled to an annual vacation with pay in accordance with the following table:

<i>Years of Service</i>	<i>Number of business days (defined as 8 working hours)</i>	<i>Equivalent number of weeks</i>
Less than 1 year	1 day per month worked to a maximum of 10 (80 hours)	2 weeks or less depending on the number of months worked
More than 1 year	10 days (80 hours)	*2 weeks
2-5 years	15 days (120 hours)	3 weeks
6 years	16 days (128 hours)	3 weeks + 1 day
7 years	17 days (136 hours)	3 weeks + 2 days
8 years	18 days (144 hours)	3 weeks + 3 days
9 years	19 days (152 hours)	3 weeks + 4 days
10 years	20 days (160 hours)	4 weeks
11 years	21 days (168 hours)	4 weeks + 1 day
12 years	22 days (176 hours)	4 weeks + 2 days
13 years	23 days (184 hours)	4 weeks + 3 days
14 years	24 days (192 hours)	4 weeks + 4 days
15-20 years	25 days (200 hours)	5 weeks
21 years	26 days (208 hours)	5 weeks + 1 day
22 years	27 days (216 hours)	5 weeks + 2 days
23 years	28 days (224 hours)	5 weeks + 3 days
24 years	29 days (232 hours)	5 weeks + 4 days
25 years and over	30 days (240 hours)	6 weeks

*At the second year anniversary of employment, employees will receive fifteen (15) days vacation effective January 1st of that year. For example, if an employee's date of hire is September 20, 2008, as of January 1, 2010 they will have completed one full year of continuous service and will be entitled to 15 days vacation, as per the chart above.

(a) The vacation year shall be January 1st to December 31st of each year. Vacation shall be taken during the year in which an employee's vacation entitlement is earned.

(b) When vacation time is taken, vacation credits will be deducted from the accumulated bank of hours earned in accordance with this agreement. For example, an employee who regularly works eight (8) or ten (10) hour shifts shall have eight (8) or ten (10) hours deducted from their bank of hours for each working day taken in accordance with this Article. It is understood that employees are entitled to take their vacation time together with their days off. Vacation time shall be taken for a minimum of a tour of duty.

(c) Vacation credits are earned between January 1st and December 31st and are calculated on January 1st each year.

(d) Vacation pay shall be calculated on the basis of the employee's current rate of pay for their normal working hours.

(e) In the event that a general holiday occurs during an employee's vacation and the employee has an entitlement to the paid holiday, one (1) additional day for each such holiday shall be added to the employee's vacation.

13.1.1 If employment is terminated for any reason, accrued vacation credits will be paid out on the employee's final pay. In the circumstances where the employee has taken all of their vacation entitlement and leaves the Company before the end of the year, the employee may have taken unearned vacation and

owe funds to the Company. The Company will recover monies resulting from unearned vacation from employees' final pay.

13.1.2 Scheduling of Annual Vacation - The Company shall have the right to determine the number of employees which may be released for vacation from any job classification at any one time. Preference shall be given on the basis of Company seniority within the job classification, provided that an employee with more seniority may not require the Company to alter a scheduled vacation of an employee with less Company seniority once the vacation period has been confirmed by the Company. Subject to the above conditions, employees may take their vacation at any time by submitting their request to their supervisor at least sixty (60) days in advance of the proposed vacation period. The Company shall confirm or deny the vacation request within fifteen (15) working days following its submission. The granting of such requests shall not be unreasonably withheld.

(a) When the projected vacation period is to begin or end during the months of July or August, the request must be submitted prior to April 1st otherwise preference on the basis of Company seniority will not exist. Subject to scheduling emergencies, approved vacation schedules will be posted no later than May 1st.

(b) When the projected vacation period is to begin or end during the period between December 20th and January 4th the request must be submitted prior to October 15th otherwise preference on the basis of Company seniority will not exist. It is understood that an employee may only use a maximum of five (5) vacation days during this period. Subject to scheduling emergencies approved vacation schedules will be posted no later than December 1st.

Vacation requests on short notice will be considered as in the past.

13.1.3 An employee who is absent on the work day prior to or subsequent to a paid vacation day may be required to provide a medical certificate verifying any similar absence in the next two (2) years (following the first absence).

13.1.4 Employees shall be entitled to have at least two (2) weeks of their vacation scheduled consecutively and request for additional consecutive vacation leave will not be unreasonably denied.

13.1.5 Employees must use vacation entitlements in the vacation year in which they apply. If this is not done the Company may assign the vacation upon two weeks advance notice. In special circumstances, at the discretion of the Company, employees may be allowed to carry over up to five (5) days vacation to March 31st the following calendar year.

13.2 Paid Holidays - The Company recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Family Day	Boxing Day

In addition to the holidays listed above, one (1) additional float day will be granted and taken at the mutual discretion of the employee and the Company. In the case of new employees, the additional float day shall be credited after six (6) months Company seniority.

Employees who for personal or religious reasons wish to observe a holiday other than the above listed paid holidays may, upon reasonable advance written notice, request that one of the paid holidays, or a float day, be considered as a normal working day and that another day be substituted and that the substituted holiday shall be treated as a paid holiday for the purposes of this Agreement.

An employee who is absent on a work day prior to or subsequent to a statutory holiday, may, for up to the next two (2) years, be required to provide a medical certificate, to justify an absence immediately before or after a paid holiday in order to qualify for statutory holiday pay.

13.2.1 Full-time employees shall be compensated for the above holidays in the following manner:

- (a) If the holiday falls on a regular working day and the employee is not required to work, the employee shall receive their normal basic pay for such day.
- (b) If the holiday falls on the employee's scheduled day off or during a vacation period, the employee may add one (1) day to their annual vacation or be given one (1) day off with pay at a mutually agreeable time.

An employee, who regularly works eight, ten or twelve hour shifts, shall be entitled to add the hours regularly worked to their bank of vacation time. For employees who work different shift durations, such employees shall be entitled to add eight hours to their bank of vacation time.

(c) If a holiday falls on a scheduled work day and the employee is required to work, the employee shall receive two and one-half (2½) times the basic rate (which amount shall include the basic rate) with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day, or the regular tour of duty, will be paid at three (3) times the basic hourly rate.

(d) If the holiday falls on a scheduled day off and the employee is required to work, the employee shall receive three (3) times his/her basic rate (which amount shall include the basic rate) with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day will be paid at three and one-half (3½) times the basic hourly rate.

13.2.2 With respect to Article 13.2.1, (c) or (d), an employee shall be permitted to add one (1) day off to their annual vacation or be given one (1) day off at a mutually agreeable time, and this shall result in a reduction of the normal basic pay only from the holiday payment earned under either Article 13.2.1 (c) or (d). The employee must indicate their option on the time sheet submitted for such holiday. If the employee elects to add one (1) day off, then the employee also must indicate the date desired on that time sheet. If, at such time, the employee fails to designate a date for their day off, then the Company shall pay the employee for the holiday in lieu of the day off. Under Article 13.2.1 (b), (c) or (d), the maximum number of days off that may be added to the annual vacation is five (5) per year. If the days off that are added to the annual vacation exceed five (5) days, then the Company will pay the employee for any days off that are in excess.

13.3 Scheduling of Christmas and New Year's Holidays - Before October 15th of each year the employees will advise the Company, in writing, of their preference of scheduling of Christmas or New Year's holidays. The employee's choice of Christmas or New Year's Day shall be granted based on Company seniority within the job classification and each employee, if they so request it, shall be scheduled off on either Christmas or New Year's Day. Confirmation of the employee's request for either holiday shall be posted by the Company by December 1. This Article shall not apply to an employee who has elected to substitute a holiday for either Christmas or New Year's Day (Article 13.2). The Company will make its best efforts to arrange that an employee who has Christmas day or New Year's Day off not be required to work past 20:00 hours on the eve of that holiday. No payment will be made to the employee for any encroachment created by changes in regular shift patterns in order to comply with the employee's request pursuant to this Article.

ARTICLE 14

Hours and Scheduling of Work

14.1 Work Week - For full-time employees in each fourteen (14) day calendar period there shall be eighty (80) hours of work commencing at 00:01 a.m. Sunday. The work day shall be a minimum of eight (8) hours exclusive of the first meal period, but inclusive of all other meal periods and break periods, but may also be ten (10) or twelve (12) hours. During the fourteen (14) day calendar period there shall be a minimum of four (4) days off which will be scheduled in blocks of two (2) or more consecutive days. It is understood that, for the purposes of this Article, two (2) consecutive days off may extend over two adjoining pay periods (e.g. Saturday and

Sunday). No full-time employee shall be required 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 paid holiday, the days off will be considered to have been scheduled consecutively.

14.1.1 Agreed Schedules - The Company and the Union recognize that there are different work schedules or shift patterns possible within the framework of the Company's operation other than the standard work period or work day. To this end, the Company will plan with such employees work schedules which are mutually agreeable and in such cases it is agreed that the overtime provisions of Article 14 and meal provisions of Article 15 and any other Articles affected will be modified as required. Any such agreements will be put in writing, and signed by both parties and will require approval by the Local Union. However, such agreed upon schedules may be reverted to the normal work period by either the Company or the employees giving notice at least eight (8) weeks prior to the work period in question. This return to the normal work period will be made at the earliest possible date which will not incur shift change penalties or premiums.

14.2 Tour of Duty - A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, calculated to the end of the last quarter ($\frac{1}{4}$) hour in which work was performed. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts. There will be no assignment of split shifts; however, part-time employees may elect to accept more than one assignment in a day.

14.2.1 (a) Attendance - It is every employee's responsibility to report to work on time as scheduled unless an

employee is medically unable to report for work as per Article 11.1.3. In the event an employee is unable to report for work for any other reason the employee must notify the Company as soon as reasonably possible but no later than two (2) hours before the beginning of the scheduled start time where reasonably possible. Excessive absenteeism will be managed through Corrective Action (Article 8.1).

(b) Lateness - Employees are responsible for initiating work at their designated start time. An employee who is not prepared to initiate work at the designated start time is late for work regardless of the time of arrival. Excessive lateness will be managed through Corrective Action (Article 8.1).

14.3 Overtime Computation - All time worked in excess of the regularly scheduled tour of duty, as provided in Articles 14.1 and 14.1.1, in any one (1) day shall be paid at one and one-half (1½) times the basic hourly rate of the employee. An additional half (½) times the basic hourly rate of the employee will be paid for all hours worked in excess of four (4) hours overtime worked, in any tour of duty, as provided in Articles 14.1 and 14.1.1.

14.3.1 The Company will use its best efforts to assign overtime in a fair and equitable manner.

14.3.2 An employee may refuse to work overtime, however, if all employees in a classification, in a department, refuse to work or cannot be reached to do the work, the Company will require the most junior qualified employee in the classification in the department to do the work. Where such assignment constitutes more than sixteen (16) hours of overtime over the

fourteen (14) day period the next most junior qualified employee may be so assigned, and so on.

In the case of work or an assignment of a continuing nature or a business emergency, the employee who had been assigned to the work or assignment may be required to perform the overtime.

14.4 Posting of Schedules - Each employee's work schedule shall be posted by 5:00 p.m. two (2) Fridays prior to the week covered by the work schedule. The schedule shall state clearly daily starting and finishing time and days off. Once posted, days off shall not be changed without the employee's consent.

Notice of change in starting time shall be given as far in advance as possible, but not later than 1:00 pm of the day prior to the day in question to replace an employee in the case of unexpected absence or 5:00 pm two (2) days prior to the day in question for any other reason, except as follows:

(a) If a change in start time occurs within seven days of the effected tour of duty the employee shall receive, in addition to their regular pay for the tour of duty, one hour of pay at time and one half basic for each hour the start time is altered in excess of two hours.

This clause (a) does not apply to Production and Operation Floaters due to the nature of their responsibilities.

(b) If a change in start time occurs after 1:00 pm the day prior to the day in question, in the case of the unexpected absence of another employee or 5:00 pm two days prior to the day in question for any other reason, the employee shall be credited with all hours originally scheduled, plus

any additional hours, provided that such time is paid for at the appropriate rate.

Where a change in start time occurs in (a) or (b) above it is understood that (a) or (b) will apply but not both.

When an employee is on duty, the Company will be deemed to have given notice of change in start time when such notice is posted and the Company has made a reasonable effort to reach the employee. If the employee is off duty, the Company will notify the employee directly. Employees on duty have an obligation to check the work schedule for changes.

It is the intent of the foregoing to ensure that each employee shall be apprised of the daily work schedule at the earliest possible time.

14.4.1 Excepting where weekend work is a condition of employment, the department heads will arrange work schedules so that each employee shall have at least every third (3rd) weekend off unless agreed to otherwise by the employee and the Company.

14.5 Scheduled Days Off - A scheduled day off, vacation day, or day in lieu shall be defined as twenty-four (24) hours for each such day, plus a turnaround period of twelve (12) hours for a total of thirty-six (36) hours. Where two (2) or more days off are taken consecutively, or in conjunction with a paid holiday or leave of absence, only one twelve (12) hour turnaround period shall apply.

14.6 Work on Scheduled Days Off - When an employee agrees to work on a scheduled day off, work performed on that day shall be compensated at one and one-half (1½) times the basic rate, with a minimum credit of four (4) hours. When an

employee works on a second day off, after having worked on their first day off, work performed on the second day off shall be compensated at two (2) times the basic rate, with a minimum credit of eight (8) hours. Should the hours worked on a day off exceed eight (8) hours, all time worked in excess of eight (8) hours [but less than twelve (12) hours] will be paid at an additional one-half ($\frac{1}{2}$) times the basic rate. Should the hours worked or credited on a day off exceed twelve (12) hours, all time worked or credited in excess of twelve (12) hours will be paid at an additional one (1) time the basic rate.

Hours Worked/Credited	1st Day Off	2nd Day Off
0 - 8	1½ x Basic	2 x Basic
8 - 12	2 x Basic	2½ x Basic
Over 12	2½ x Basic	3 x Basic

14.6.1 An employee may refuse to work on a scheduled day off and shall not be penalized for such refusal, however where there is an unexpected absence of a scheduled employee, or where a business emergency requires it, work on a scheduled day off will be assigned to any available qualified employee in inverse order of department seniority. Where such assignment constitutes more than sixteen (16) hours of overtime over the fourteen (14) day period the next most junior qualified employee may be so assigned, and so on. Where work on a scheduled day off is not voluntary, pursuant to this Article and Article 14.6, the minimum credit for all hours worked shall be eight (8) hours.

An employee is available if they can be reached and directed to work. The Company will make a reasonable effort to reach a junior qualified employee before assigning a senior employee.

14.6.2 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than the end of the fourth (4th) hour of the previous shift of the employee concerned. If such notice is not given, the employee shall receive a minimum of four (4) hours pay at the basic rate, computed separately from the work week.

14.6.3 When work was performed on consecutive days off in different work periods, e.g., two (2) consecutive days off in one (1) work period are taken contiguously to the two (2) consecutive days off in the following period, then any consecutive days off worked in the sequence shall be compensated as work performed on a second day off (Article 14.6).

14.7 Turnaround - A turnaround period is the period of at least twelve (12) hours between the end of one (1) tour of duty or between the end of a call-back and the commencement of the next tour of duty.

14.7.1 All time worked which encroaches on the turnaround period shall be paid for at an additional one-half ($\frac{1}{2}$) the basic hourly rate computed separately from the work week except as provided in Article 14.7.3.

14.7.2 In the event a turnaround period is less than four (4) hours, the shift shall be considered continuous.

14.7.3 No payment shall be made for the following encroachments:

- (a) On a swing-in-shift, on a regular rotating shift pattern, which occurs in conjunction with an employee's day off.

(b) On a shift where an employee is released from duty to attend labour/management meetings.

(c) To employees who are self-assigning, except where such employees are scheduled by the Company, or where the work requirements create overtime hours that are beyond the control of the employee that results in encroachment, and where such overtime is authorized or approved by the Company.

14.8 Call Back - Should an employee who has completed a tour of duty be called back to work, the employee shall be paid at the time and one-half (1½) rate with a minimum credit of four (4) hours.

14.9 Temporary Upgrades - In the event that an employee is temporarily assigned to perform work for a period of at least one (1) hour and not for purposes of training, in a higher classification or classifications than that to which they are permanently assigned, in or outside the bargaining unit, the employee shall be paid one dollar and seventy-five cents (\$1.75) per hour for each wage group above the group to which the employee is assigned to a maximum rate of three dollars and fifty cents (\$3.50) per hour for all hours worked with a minimum credit of two (2) hours. This clause shall not be used for the purpose of reducing the number of employees in the job classifications to which such employee is being upgraded. At the time of assignment to a higher classification, an employee shall be verbally advised of their temporary upgrading.

14.9.1 Without their consent, no employee shall be permanently transferred or assigned to a position outside the

bargaining unit and the employee will not be penalized for such refusal.

14.10 Night Differential - Employees shall be paid a night differential of two dollars and twenty-five cents (\$2.25) per hour for work performed between the hours of 1:00 a.m. and 6:00 a.m. with a minimum payment of one (1) hour. Night differential shall not be deemed overtime or part of the basic pay.

14.11 Excessive Hours and Safety - The Company shall not assign excessive hours of work to employees. The Company also agrees to give proper attention to the elimination of working conditions which are a hazard to the health and safety of employees.

14.11.1 Where the Health and Safety Committee and the Canada Labour Code, Part II, requires it, the Company agrees to supply protective clothing and/or safety devices for employees on assignments (e.g., remotes, towers), where conditions require their use and to supply other special attire where required.

Employees have an obligation to use safety equipment, materials and clothing as supplied, to follow procedures with respect to their use and to take all reasonable precautions to ensure the safety of themselves and fellow employees. The Company shall reimburse an employee, who is required to purchase safety boots, to a maximum of seventy-five dollars (\$75) every calendar year or one-hundred and fifty dollars (\$150) every two (2) calendar years.

14.11.2 A first-aid kit will be maintained in each work area or vehicle, as determined by the Health and Safety Code. Where appropriate, vehicles provided by the Company for travel to

and from remote sites shall contain: first aid kits, foul weather gear, basic tools, and a safety partition.

Employees have an obligation to inspect supplied equipment on a regular basis and report any deficiencies to their Supervisor or Department Manager.

14.11.3 All ladders used on; electrical outlets, scaffolding and platforms must be in compliance with safety laws.

14.11.4 No employee shall be disciplined or discharged for refusal to work on a job in any work place or to operate any equipment where they have reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable Federal, Provincial, or Municipal regulations or legislation. Where, in such circumstances, the employee does not work, the employee shall not suffer a loss of pay.

14.11.5 The Company shall provide inspections and necessary repairs to VDT's and CRT's to ensure that equipment meets pertinent Federal or Provincial standards. The Company will provide for employees who are pregnant and who operate VDT's or CRT's protective screens for the duration of the pregnancy.

14.11.6 A Joint Health and Safety Committee shall be constituted consisting of two (2) representatives of the Company and two (2) representatives of the Union, which shall identify any potential dangers and health hazards, and obtain information from the Company or other persons respecting the identification of hazards and health and safety practices elsewhere. The Committee shall meet at least nine times per calendar year in accordance with the Canada Labour Code. Notes shall be taken of all meetings and copies shall be sent to

the Company and the Union. Time spent on the Safety Committee to attend meetings or inspections will be considered as time worked.

14.11.7 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the Union, shall make periodic inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. Time spent on such inspections shall be considered as time worked.

14.11.8 The Joint Health and Safety Committee shall have access to the accident reports submitted to the Company, its carrier and the government or its agencies, but in no case the medical record of any employee without the express written consent of the employee.

14.12 In the operation of ENG-EFP cameras, Microwave Truck (Live Eye), Satellite Truck and related equipment, it is understood that employees will not be unreasonably denied assistance when it is requested. The safety of the operator, other employees and the public shall take precedence over all other considerations.

ARTICLE 15

Meal Periods and Break Periods

15.1 First Meal Period - Unless mutually acceptable arrangements are made among a majority of employees assigned to a particular project, or the employee is free to determine the scheduling of the meal period, the first meal period of not less than thirty (30) minutes and not more than one (1) hour shall be assigned not earlier than the beginning of

the fourth (4th) hour and be completed by the beginning of the seventh (7th) hour. The length of the scheduled shift, in accordance with Article 14.1, shall determine the length of the meal period. For example, a nine (9) hour shift shall contain a one (1) hour first meal period and a eight-and-a-half hour (8 ½) shift shall contain a ½ hour first meal period.

First Meal Window (example)

Start Time	Meal Window
0400	(0700-1000)
0900	(1200-1500)
1200	(1500-1800)
1500	(1800-2100)

Employees who are scheduled to work on a regular ten (10) to twelve (12) hour tour of duty will have a first meal period of one (1) hour which shall commence not earlier than the beginning of the fifth (5th) hour and be completed by the beginning of the eighth (8th) hour. Time under this article shall be computed from the beginning of the work day.

15.2 Second and Succeeding Meal Period -

(a) Employees who are not on a regular twelve (12) hour tour of duty and are required to work more than a ten (10) hour tour of duty will be assigned a second meal period of not less than thirty (30) minutes nor more than sixty (60) minutes during the ninth (9th), tenth (10th) or eleventh (11th) hour of the tour.

(b) An additional meal period of not less than thirty (30) minutes and not more than sixty (60) minutes will be

assigned when employees are required to work more than a fifteen (15) hour tour of duty.

15.2.1 Eleven dollars and fifty cents (\$11.50) shall be paid to compensate for the cost of this second or succeeding meal, provided that compensation in Article 12.2 has not been claimed.

15.3 Meal Displacement Penalty - When an employee has not been given a meal period within the time limits required by Articles 15.1 and 15.2, the employee shall be compensated an additional thirty (30) minutes or sixty (60) minutes, depending on the length of the meal period that should have been received, at one and one-half (1½) times the employee's basic rate, computed separately from the work week, in addition to the overtime payment for the additional time worked.

15.4 Meals on Remotes - In the event that a location is so situated that no facilities serving food are readily available to the employees during the assigned meal period, the Company shall:

(a) allow the employees sufficient added time and supply adequate transportation to travel to a place where food can be obtained, or

(b) at its own expense furnish the employees with an appropriate meal which shall include a hot main course where circumstances permit. When the Company supplies an appropriate meal the allowances in Article 15.2.1 shall not be paid.

15.4.1 The Company may at its option provide an appropriate meal in accordance with Article 15.4 (b) to employees on remote location.

15.5 Employees shall not be required to travel from their assigned location to other studios or remote locations during their meal periods or any part thereof.

15.6 Except in extreme circumstances no employee shall be required to work more than six (6) hours without a meal period.

15.7 Rest Periods - All employees shall be entitled to two (2) fifteen (15) minute rest periods during each tour of duty. Rest periods shall be arranged so as not to interfere with the efficient operation of the station. Rest periods shall not be deducted from hours of work.

15.7.1 The Company and the Union agree that the rest periods should not be missed. However, where due to unexpected circumstances an employee believes they are unable to take a rest period in accordance with Article 15.7 the employee and their Supervisor or Manager shall discuss alternatives which may include; the rearrangement of work, providing relief, leaving early, or adding the rest time to the end of the tour of duty. The decision to miss a rest period rests with the Supervisor or Manager.

ARTICLE 16

General Wage Provisions and Wages

16.1 Employees shall be paid according to the wage schedule of the classification for which they are hired and/or assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.

16.2 Progression up the salary schedule within each classification shall automatically occur on the first day of the month following nearest to the employee's semi-annual or annual anniversary date of hire, transfer or promotion to the wage classification.

16.3 When an employee is transferred into a higher pay classification, the employee shall move into the higher salary scale on the first day of the next complete pay period and receive a salary increase which would place the employee on the next higher wage step in the new group, and shall automatically progress upward on the annual or semi-annual anniversary date of their transfer.

16.4 Employee's regular salary will be paid on a bi-weekly basis by bank deposit. Overtime, premium and penalty payments will be made in conjunction with the regular salary payments no later than two pay periods following the pay period during which it was earned and claimed.

16.4.1 Unless the Company decides otherwise, employees shall, on a weekly basis or bi-weekly basis complete and submit their time sheets on the forms or input into systems provided by the Company.

16.4.2 It is the responsibility of the employee to make claims for any and all overtime, premiums, and penalties (collectively referred to as "Additional Pay") owed to them by the Company. Employees must indicate any and all additional pay claimed on the time sheet submitted for the week in which such additional pay was earned. The time sheets as submitted by the employee shall be reviewed by the Company to ensure that the Agreement has been properly applied, based on the information contained on the time sheet.

Employees will be advised of any changes made on their time sheet after their original submission via email or photocopy.

16.5 Wage Groups and Classifications - Senior (merit) classifications within the following classifications are merit appointments based on skill, performance and responsibility and may be filled at the Company's discretion.

Make-up Artist Senior
Media Operations Coordinator Senior
Studio Camera Operator Senior
Graphic Designer Senior
Graphic Designer Senior - News/Weather
Graphic Operator Senior – News
Assignment Editor Senior
Audio Operator Senior
EFP Camera Operator Senior
EFP Editor Senior
EFP/ENG Camera Operator Senior
EFP/ENG Editor Senior
ENG Camera Operator Senior
ENG Editor Senior
Segment Producer Senior
Production Floater Senior – News
Master Control Switcher Senior
Web Content Writer Senior
Lighting Director Senior (Robotics)
Writer Senior News
Writer/Producer Creative Services Senior
Director Senior
Director Senior – News
Technical Director Senior

Those persons fulfilling the role are considered experts in their discipline and consistently perform at the following competency levels and will continue to strive to maintain all stated criteria.

1. Core Competency and Technical Knowledge - The employee demonstrates an in-depth knowledge of their job; keeps up-to-date of new or changing technologies or methods of work.

2. Work Performance - The employee excels on their job. Work performance is consistently above standard. The employee is relied on by others to perform work which is error free with minimal guidance or instruction.

3. Problem Solving Skills - The employee readily accepts assignments or tasks of a challenging nature and consistently meets objectives. Strong comprehension of obstacles, consequences and alternatives is demonstrated. The employee's work is completed without difficulty.

4. Good Role Model - The employee is able to encourage others through their own performance. They are respected by their peers and may provide guidance to others on the completion of tasks and maintenance of standards or productivity.

5. Ability to Evolve and Grow - Employee has adjusted professionally to changing priorities and objectives. Willingness to accept new challenges and acquire new skills has been demonstrated. The employee may implement new approaches or practices to improve quality or productivity.

6. Leadership - The employee will take the lead in completing tasks or assignments and may act as a key on certain projects.

The employee supports the work of others through constructive advice and/or suggestion. The employee is respected for leadership role.

7. Ability and Willingness to train - The employee provides guidance and advice to others in their area of expertise and when requested demonstrates techniques, skills, and tasks to others. May provide formal training to employees to ensure work is completed to standard.

8. Interpersonal Skills - The employee is able to discuss and exchange ideas and suggestions with tact in order to encourage teamwork and accomplish work. The employee demonstrates an ability to work cooperatively with others in the achievement of objectives on time and to standard.

9. Accountability, Commitment, Punctuality and Attendance - The employee is consistently dependable in terms of attendance and approach to work. The employee contributes to the success of the department by consistently completing work assignments on time and frequently with above standard results. The employee may support the organizational objectives of employees in other departments through a cooperative work approach.

10. Positive Attitude - Ideas and suggestions are readily exchanged with others. The employee is dependable, has a generally positive outlook and is routinely helpful to others.

16.5.1 Merit Process – An employee who wishes to be considered for one of the above listed “Senior” classifications, in accordance with this Article, shall be eligible to apply no earlier than the completion of one (1) year at the top of the respective classification schedule. The eligible employee shall submit a written application for the desired “Senior” position

with details supporting arguments for each of the above criteria to their Manager with a copy to Human Resources. The Company will have thirty (30) days to assess the employee's candidacy and determine if there is the means to increase the number of senior employees in this classification. Within this thirty (30) day period, the Manager and Human Resources representative shall conduct a meeting with the employee to discuss the merits of the case submitted.

(a) If the employee's request is successful the merit increase will be effective beginning the pay period following the date that the decision has been made.

(b) If the employees' request is denied the Manager and Human Resources representative shall meet with the employee to provide an explanation of how the employee fell short of criteria expectations and/or why increasing the number of "Senior" employees is not feasible at this time. It is understood that the decision of such process is not subject to grievance. An employee who has been unsuccessful in this process may re-apply twelve (12) months after their initial application.

Timelines may only be extended by mutual consent.

16.5.2 Criteria – It is agreed and understood that in order to be successful the employee requesting a merit promotion, in accordance with this Article, will need to be successful in meeting the ten (10) criteria by achieving all of the stated objectives. It is expected that the employee will continue to strive to maintain all stated criteria.

16.5.3 Review Process – If for just and sufficient cause the Company believes that a "Senior" classified employee has not maintained the standards established by all of the stated

criteria, the employee's Manager shall notify the employee and the Union that the employee's "Senior" status is being reviewed. The reasons for such review will be communicated to the employee and the Union.

The employee may request a meeting with their Manager and Human Resources representative for the purpose of discussing the reasons for such review, criteria involved, and steps needed to maintain the "Senior" classification.

During the next sixty (60) days it is understood that the employee, who wishes to maintain their "Senior" classification, will endeavour to attain the standard of all of the stated criteria to the satisfaction of their Manager. During this period the Manager shall provide reasonable feedback and direction to assist the employee.

If after this period the employee has failed to attain the standard of all the stated criteria the "Senior" classification will be revoked and the employee shall revert to the top rate of their former classification schedule. The employee may not reapply for a "Senior" classification for at least twelve (12) months from the date the classification is revoked.

It is understood that such review will not be a substitute for discipline and will not be initiated for arbitrary, discriminatory or capricious reasons. The employee shall have the right to grieve the loss of a "Senior" classification if it is unreasonable.

GROUP A

TVA (Television Assistant)

	1-Nov-13	Weekly	Hourly	1-Nov-14	Weekly	Hourly	1-Nov-15	Weekly	Hourly	1-Nov-16	Weekly	Hourly
Start	\$34,112.00	\$656.00	\$16.40	\$34,798.40	\$669.20	\$16.73	\$35,484.80	\$682.40	\$17.06	\$36,192.00	\$696.00	\$17.40
06 months	\$35,900.80	\$690.40	\$17.26	\$36,628.80	\$704.40	\$17.61	\$37,356.80	\$718.40	\$17.96	\$38,105.60	\$732.80	\$18.32
12 months	\$37,585.60	\$722.80	\$18.07	\$38,334.40	\$737.20	\$18.43	\$39,104.00	\$752.00	\$18.80	\$39,894.40	\$767.20	\$19.18
24 months	\$39,312.00	\$756.00	\$18.90	\$40,102.40	\$771.20	\$19.28	\$40,913.60	\$786.80	\$19.67	\$41,724.80	\$802.40	\$20.06
36 months	\$40,996.80	\$788.40	\$19.71	\$41,808.00	\$804.00	\$20.10	\$42,640.00	\$820.00	\$20.50	\$43,492.80	\$836.40	\$20.91

GROUP B

**Media Content Coordinator
Unit Assistant**

	1-Nov-13	Weekly	Hourly	1-Nov-14	Weekly	Hourly	1-Nov-15	Weekly	Hourly	1-Nov-16	Weekly	Hourly
Start	\$35,900.80	\$690.40	\$17.26	\$36,628.80	\$704.40	\$17.61	\$37,356.80	\$718.40	\$17.96	\$38,105.60	\$732.80	\$18.32
06 months	\$37,585.60	\$722.80	\$18.07	\$38,334.40	\$737.20	\$18.43	\$39,104.00	\$752.00	\$18.80	\$39,894.40	\$767.20	\$19.18
12 months	\$39,312.00	\$756.00	\$18.90	\$40,102.40	\$771.20	\$19.28	\$40,913.60	\$786.80	\$19.67	\$41,724.80	\$802.40	\$20.06
24 months	\$42,972.80	\$826.40	\$20.66	\$43,825.60	\$842.80	\$21.07	\$44,699.20	\$859.60	\$21.49	\$45,593.60	\$876.80	\$21.92
36 months	\$46,571.20	\$895.60	\$22.39	\$47,507.20	\$913.60	\$22.84	\$48,464.00	\$932.00	\$23.30	\$49,441.60	\$950.80	\$23.77

GROUP C

BT Production Coordinator
 Coordinator Creative Services
 Community Camera Operator
 Court Artist

Floor Director
 Make-up Artist
 Media Operations Administrator
 Media Operations Coordinator

Production Assistant 1
 Technical Assistant
 Web Content Coordinator

	1-Nov-13	Weekly	Hourly	1-Nov-14	Weekly	Hourly	1-Nov-15	Weekly	Hourly	1-Nov-16	Weekly	Hourly
Start	\$39,312.00	\$756.00	\$18.90	\$40,102.40	\$771.20	\$19.28	\$40,913.60	\$786.80	\$19.67	\$41,724.80	\$802.40	\$20.06
06 months	\$40,996.80	\$788.40	\$19.71	\$41,808.00	\$804.00	\$20.10	\$42,640.00	\$820.00	\$20.50	\$43,492.80	\$836.40	\$20.91
12 months	\$42,972.80	\$826.40	\$20.66	\$43,825.60	\$842.80	\$21.07	\$44,699.20	\$859.60	\$21.49	\$45,593.60	\$876.80	\$21.92
24 months	\$46,571.20	\$895.60	\$22.39	\$47,507.20	\$913.60	\$22.84	\$48,464.00	\$932.00	\$23.30	\$49,441.60	\$950.80	\$23.77
36 months	\$50,044.80	\$962.40	\$24.06	\$51,043.20	\$981.60	\$24.54	\$52,062.40	\$1,001.20	\$25.03	\$53,102.40	\$1,021.20	\$25.53
48 months	\$53,872.00	\$1,036.00	\$25.90	\$54,953.60	\$1,056.80	\$26.42	\$56,056.00	\$1,078.00	\$26.95	\$57,179.20	\$1,099.60	\$27.49

GROUP D

Audio Assistant	Media Asset Coordinator	Production Assistant 2 - News
Graphic Operator News	Media Operations Coordinator Sr.	Production Assistant 2
Graphic Operator	Media Preparations Coordinator	Satellite Dub Operator
Graphic Designer	Lead Coordinator Creative Services	Studio Camera Operator
Graphic Designer – News/Weather	Lighting Assistant	Web Encoding Operator
Make-up Artist Senior		

	1-Nov-13	Weekly	Hourly	1-Nov-14	Weekly	Hourly	1-Nov-15	Weekly	Hourly	1-Nov-16	Weekly	Hourly
Start	\$42,972.80	\$826.40	\$20.66	\$43,825.60	\$842.80	\$21.07	\$44,699.20	\$859.60	\$21.49	\$45,593.60	\$876.80	\$21.92
06 months	\$44,761.60	\$860.80	\$21.52	\$45,656.00	\$878.00	\$21.95	\$46,571.20	\$895.60	\$22.39	\$47,507.20	\$913.60	\$22.84
12 months	\$46,571.20	\$895.60	\$22.39	\$47,507.20	\$913.60	\$22.84	\$48,464.00	\$932.00	\$23.30	\$49,441.60	\$950.80	\$23.77
24 months	\$50,044.80	\$962.40	\$24.06	\$51,043.20	\$981.60	\$24.54	\$52,062.40	\$1,001.20	\$25.03	\$53,102.40	\$1,021.20	\$25.53
36 months	\$53,872.00	\$1,036.00	\$25.90	\$54,953.60	\$1,056.80	\$26.42	\$56,056.00	\$1,078.00	\$26.95	\$57,179.20	\$1,099.60	\$27.49
48 months	\$57,345.60	\$1,102.80	\$27.57	\$58,489.60	\$1,124.80	\$28.12	\$59,654.40	\$1,147.20	\$28.68	\$60,840.00	\$1,170.00	\$29.25
60 months	\$61,131.20	\$1,175.60	\$29.39	\$62,358.40	\$1,199.20	\$29.98	\$63,606.40	\$1,223.20	\$30.58	\$64,875.20	\$1,247.60	\$31.19

GROUP E

Assignment Editor	EFP/ENG Camera Operator	Live Eye Operator	Segment Producer
Audio Operator	EFP/ENG Editor	Master Control Switcher	Studio Camera Operator Senior
EFP Camera Operator	Field Producer	Operations Floater	Supervising Media Operations Coordinator
EFP Editor	Graphic Operator Senior - News	Production Floater - News	Team Lead Satellite & Dub Operator
ENG Camera Operator	Graphic Designer News/Weather Sr.	Production Floater	Unit Production Manager
ENG Editor	Graphic Designer Senior	Promotions Supervisor	

	1-Nov-13	Weekly	Hourly	1-Nov-14	Weekly	Hourly	1-Nov-15	Weekly	Hourly	1-Nov-16	Weekly	Hourly
Start	\$46,571.20	\$895.60	\$22.39	\$47,507.20	\$913.60	\$22.84	\$48,464.00	\$932.00	\$23.30	\$49,441.60	\$950.80	\$23.77
06 months	\$50,044.80	\$962.40	\$24.06	\$51,043.20	\$981.60	\$24.54	\$52,062.40	\$1,001.20	\$25.03	\$53,102.40	\$1,021.20	\$25.53
12 months	\$53,872.00	\$1,036.00	\$25.90	\$54,953.60	\$1,056.80	\$26.42	\$56,056.00	\$1,078.00	\$26.95	\$57,179.20	\$1,099.60	\$27.49
24 months	\$57,345.60	\$1,102.80	\$27.57	\$58,489.60	\$1,124.80	\$28.12	\$59,654.40	\$1,147.20	\$28.68	\$60,840.00	\$1,170.00	\$29.25
36 months	\$61,131.20	\$1,175.60	\$29.39	\$62,358.40	\$1,199.20	\$29.98	\$63,606.40	\$1,223.20	\$30.58	\$64,875.20	\$1,247.60	\$31.19
48 months	\$64,667.20	\$1,243.60	\$31.09	\$65,956.80	\$1,268.40	\$31.71	\$67,267.20	\$1,293.60	\$32.34	\$68,619.20	\$1,319.60	\$32.99
60 months	\$68,390.40	\$1,315.20	\$32.88	\$69,763.20	\$1,341.60	\$33.54	\$71,156.80	\$1,368.40	\$34.21	\$72,571.20	\$1,395.60	\$34.89

GROUP F

Assignment Editor Senior	EFP Camera Operator Senior	Lighting Director (Robotics)	Visual Effects Artist - Creative Services
Associate Producer - News	EFP Editor Senior	Operations Floater (incl. TD)	Visual Effects Artist - News
Associate Producer	ENG Camera Operator Senior	Producer/Editor Promo News	Web Content Writer
Audio Operator Senior	ENG Editor Senior	Production Floater Senior News	Writer News
Broadcast Technician 1	EFP/ENG Camera Operator Senior	Segment Coordinator Live Eye	Writer/Producer Creative Services
	EFP/ENG Editor Senior	Senior Master Control Switcher	Writer/Producer Promo News
		Senior Segment Producer	

	1-Nov-13	Weekly	Hourly	1-Nov-14	Weekly	Hourly	1-Nov-15	Weekly	Hourly	1-Nov-16	Weekly	Hourly
Start	\$50,044.80	\$962.40	\$24.06	\$51,043.20	\$981.60	\$24.54	\$52,062.40	\$1,001.20	\$25.03	\$53,102.40	\$1,021.20	\$25.53
06 months	\$53,872.00	\$1,036.00	\$25.90	\$54,953.60	\$1,056.80	\$26.42	\$56,056.00	\$1,078.00	\$26.95	\$57,179.20	\$1,099.60	\$27.49
12 months	\$57,345.60	\$1,102.80	\$27.57	\$58,489.60	\$1,124.80	\$28.12	\$59,654.40	\$1,147.20	\$28.68	\$60,840.00	\$1,170.00	\$29.25
24 months	\$61,131.20	\$1,175.60	\$29.39	\$62,358.40	\$1,199.20	\$29.98	\$63,606.40	\$1,223.20	\$30.58	\$64,875.20	\$1,247.60	\$31.19
36 months	\$64,667.20	\$1,243.60	\$31.09	\$65,956.80	\$1,268.40	\$31.71	\$67,267.20	\$1,293.60	\$32.34	\$68,619.20	\$1,319.60	\$32.99
48 months	\$68,390.40	\$1,315.20	\$32.88	\$69,763.20	\$1,341.60	\$33.54	\$71,156.80	\$1,368.40	\$34.21	\$72,571.20	\$1,395.60	\$34.89
60 months	\$73,798.40	\$1,419.20	\$35.48	\$75,275.20	\$1,447.60	\$36.19	\$76,772.80	\$1,476.40	\$36.91	\$78,312.00	\$1,506.00	\$37.65

GROUP G

Broadcast Technician 2
 Director - News
 Director
 Computer Graphic Designer

Lighting Director Sr. (Robotics)
 Line Producer
 Line Producer/Editor
 Senior Web Content Writer

Technical Director
 Transmitter Technician
 Writer News Sr.
 Writer/Producer Creative Services Sr.

	1-Nov-13	Weekly	Hourly	1-Nov-14	Weekly	Hourly	1-Nov-15	Weekly	Hourly	1-Nov-16	Weekly	Hourly
Start	\$53,872.00	\$1,036.00	\$25.90	\$54,953.60	\$1,056.80	\$26.42	\$56,056.00	\$1,078.00	\$26.95	\$57,179.20	\$1,099.60	\$27.49
06 months	\$57,345.60	\$1,102.80	\$27.57	\$58,489.60	\$1,124.80	\$28.12	\$59,654.40	\$1,147.20	\$28.68	\$60,840.00	\$1,170.00	\$29.25
12 months	\$61,131.20	\$1,175.60	\$29.39	\$62,358.40	\$1,199.20	\$29.98	\$63,606.40	\$1,223.20	\$30.58	\$64,875.20	\$1,247.60	\$31.19
24 months	\$64,667.20	\$1,243.60	\$31.09	\$65,956.80	\$1,268.40	\$31.71	\$67,267.20	\$1,293.60	\$32.34	\$68,619.20	\$1,319.60	\$32.99
36 months	\$68,390.40	\$1,315.20	\$32.88	\$69,763.20	\$1,341.60	\$33.54	\$71,156.80	\$1,368.40	\$34.21	\$72,571.20	\$1,395.60	\$34.89
48 months	\$73,798.40	\$1,419.20	\$35.48	\$75,275.20	\$1,447.60	\$36.19	\$76,772.80	\$1,476.40	\$36.91	\$78,312.00	\$1,506.00	\$37.65
60 months	\$81,078.40	\$1,559.20	\$38.98	\$82,700.80	\$1,590.40	\$39.76	\$84,364.80	\$1,622.40	\$40.56	\$86,049.60	\$1,654.80	\$41.37

GROUP H

Broadcast Technician 3
 Director Senior - News
 Director Senior
 Technical Director Senior

Supervising EFP Camera Operator
 Supervising ENG Camera Operator
 Supervising ENG Editor
 Supervising EFP/ENG Editor

Supervising Master Control Operator
 Supervising Writer/Producer - Creative Services
 Supervising Live Eye Operator
 Supervising Writer/Associate Web Producer

	1-Nov-13	Weekly	Hourly	1-Nov-14	Weekly	Hourly	1-Nov-15	Weekly	Hourly	1-Nov-16	Weekly	Hourly
Start	\$61,131.20	\$1,175.60	\$29.39	\$62,358.40	\$1,199.20	\$29.98	\$63,606.40	\$1,223.20	\$30.58	\$64,875.20	\$1,247.60	\$31.19
12 months	\$64,667.20	\$1,243.60	\$31.09	\$65,956.80	\$1,268.40	\$31.71	\$67,267.20	\$1,293.60	\$32.34	\$68,619.20	\$1,319.60	\$32.99
24 months	\$68,390.40	\$1,315.20	\$32.88	\$69,763.20	\$1,341.60	\$33.54	\$71,156.80	\$1,368.40	\$34.21	\$72,571.20	\$1,395.60	\$34.89
36 months	\$73,798.40	\$1,419.20	\$35.48	\$75,275.20	\$1,447.60	\$36.19	\$76,772.80	\$1,476.40	\$36.91	\$78,312.00	\$1,506.00	\$37.65
48 months	\$81,078.40	\$1,559.20	\$38.98	\$82,700.80	\$1,590.40	\$39.76	\$84,364.80	\$1,622.40	\$40.56	\$86,049.60	\$1,654.80	\$41.37
60 months	\$88,400.00	\$1,700.00	\$42.50	\$90,168.00	\$1,734.00	\$43.35	\$91,977.60	\$1,768.80	\$44.22	\$93,808.00	\$1,804.00	\$45.10

16.6 The rates in the above scales are minimum rates. Nothing in this Agreement shall prohibit the Company from paying an employee any amount more than the minimum rates.

16.6.1 For purposes of computation and this Agreement, the basic hourly rate of the employee shall be 1/2080 of the annual salary set forth above.

16.7 Stand-by - All employees except Supervisory employees assigned to stand-by shall be compensated at the rate of fifty dollars (\$50.00) per calendar day, on a scheduled day off. Stand-by pay shall be computed separately from the work week. The above allowances may not be accumulated. Employees required to stand-by in their off hours, separate from their days off, shall be compensated at the rate of twenty dollars (\$20.00) per calendar day to be available in their off hours. In addition, if the employee is called into work, Call Back, Article 14.8 shall apply.

An employee on stand-by who is able to respond to and rectify a technical issue remotely, which would have otherwise require that employee to attend the work place, shall be paid one (1) hour at the overtime rate in addition to eligible stand-by amounts for each hour spent resolving the issue without returning to the work place.

Stand-by shall be defined as the employee having been officially designated as "on stand-by" on a day off or during off hours, who must be available to report to work if called. The wearing of a beeper, cell phone or other communication device shall not by itself constitute "stand-by".

16.8 Clothing Allowance - ENG Camera Operators, EFP Camera Operators and Live Eye Operators will receive a clothing allowance of up to four hundred dollars (\$400.00)

every September and March 1st for the purchase of appropriate shirts, pants, winter parkas and boots. An employee who wishes to purchase work related outerwear not listed herein will require prior approval from their Manager or their designate. Receipts are required for reimbursement. A monthly cleaning allowance of forty dollars (\$40.00) will be paid to such employees upon presentation of receipts. If the monthly cleaning allowance is not used it is not permissible to carry over any remaining amount to another month.

16.9 Seasonal Outerwear - The Company's full-time Camera Operators and Operations Floaters who are required to regularly work outdoors will receive an allowance of up to two hundred and fifty dollars (\$250.00) each September 1st for the purchase of appropriate seasonal outerwear upon presentation of receipts.

ARTICLE 17

Effective Date and Duration

17.1 This Agreement shall commence on November 1, 2012, and shall remain in force until October 31, 2017.

17.2 In the event that prior to the expiration date of this Agreement either party desires to negotiate a new Agreement, notice, in writing, by registered mail or fax shall be given to the other party not less than thirty (30) days and not more than one hundred and eighty (180) days prior to the expiry date of this Agreement. In the event such notice is not given, this Agreement shall continue in full force, until a new Agreement is concluded or until a lawful strike or lockout is executed, pursuant to the provisions of the Canada Labour Code, whichever first occurs.

17.3 Upon receipt of notice from either party of a desire to negotiate a new Agreement as provided in Article 17.2 above, a meeting shall be held between the parties within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached, or until either party makes application for conciliation.

17.4 If neither party gives notice of termination nor a desire to negotiate a new Agreement, this Agreement shall be automatically renewed for a further period of one (1) year.

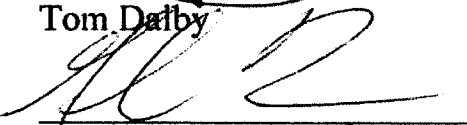
17.5 The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing the Agreement, it binds the parties during the Agreement to do everything they are required to do by the Agreement and to refrain from doing anything they are not permitted to do by the Agreement. The parties further understand and declare that in case any provisions of this Agreement are now, or hereafter, inconsistent with any statute of Canada or any Order-in-Council or regulations passed there under, such provisions shall be to that extent deemed null and void or shall be applied in such manner as will conform with law.

In witness whereof the parties hereto have caused this agreement to be executed by their duly authorized representatives this 18th day of June, 2014.

**CITYTV / OMNI TV, Unifor , CLC, Canada
Toronto**



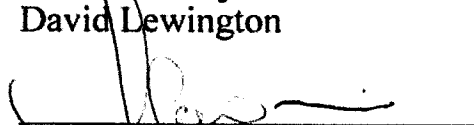
Tom Dalby



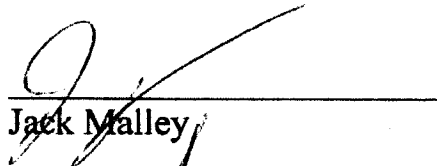
Glenn Torrence



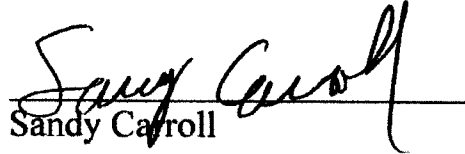
David Lewington



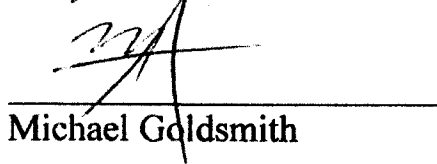
Angelo Contarin



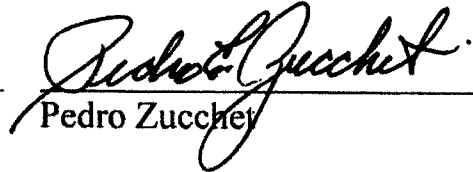
Jack Malley



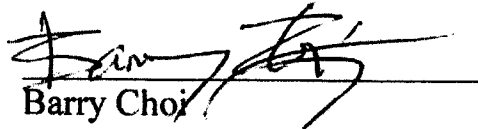
Sandy Carroll



Michael Goldsmith



Pedro Zucchet



Barry Choi



Carl Davis

Attachment No.1
Re: Article 14.1.1

I/we the undersigned employee(s) request a change in scheduled shifts as follows:

.....
.....

I/we agree to waive or modify the following scheduling penalties or premiums as provided in the Collective Agreement:

.....
.....

Approved by Local:.....

Date:.....

Employee(s).....

.....

Date:.....

COMPANY POLICY - WORKPLACE HARASSMENT

September 15, 2007

SCOPE

This policy establishes the position of Rogers Communications Inc. and its subsidiaries (the "Company") regarding harassment in the workplace. The Company is committed to ensuring, to the best of its ability, that our workplace is free of Harassment and that our employees, business associates, vendors, contractors, customers, volunteers and the public-at-large do not experience discrimination, (on the basis of a prohibited ground of federal and provincial human rights legislation), in their business relations with the Company.

If there is any conflict between this policy and a collective agreement, the terms and provisions of the collective agreement shall apply to those employees covered by the collective agreement.

PURPOSE

The primary purpose of this Policy is to maintain and promote a workplace free of Harassment by defining workplace harassment, and providing a process for investigating and responding to such occurrences.

In the event that the Workplace Harassment also includes physical abuse or threatening behaviour please refer to the FIR 2.4 - Workplace Violence Prevention.

DEFINITIONS

Complainant - A person who believes he or she has been the victim of Harassment in the workplace and files a complaint under this policy.

Respondent - A person alleged to have committed Harassment in the workplace under this policy.

Workplace - An employee's place of employment and/or any or all places where the Company's employees or contractors provide services.

Prohibited Ground -Those grounds that are prohibited by the applicable federal or provincial legislation. Under the federal Canadian Human Rights Act, to which most of the company's operations are subject, prohibited grounds of discrimination include race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted.

Harassment - As used in the terms of this policy means any behaviour, including verbal abuse that causes fear or demeans, or humiliates a person that is based on a Prohibited Ground and is known or ought reasonably to be expected to be unwelcome, and creates what a reasonable person would consider a harmful or unsafe work environment and negatively affects a person's psychological or physical integrity. This includes words, gestures, intimidation, bullying, or other inappropriate activities such as racial or sexual slurs, name calling, racist or sexist jokes, negative stereotyping, threats, physical assault, demeaning pictures, posters and graffiti.

Note: For the purposes of clarity, this policy is not intended to prohibit or restrict normal interaction between Managers and employees or among employees concerning the quality and quantity of work performed. Accordingly, the following are examples of conduct excluded from the definition of Harassment:

- Appropriate disciplinary or administrative measures imposed by management;
- Actions including verbal and written counselling relating to absenteeism or performance issues or behaviour;
- Reasonable use of the right of management to ensure supervision, performance evaluation, work organization and compliance with current Company policies;
- Expressing disagreement of reasonable, but contrary opinions.

RESPONSIBILITY

It is the responsibility of:

1. The Company to make every reasonable effort to maintain a Workplace free of Harassment.
2. The Senior Vice President and Chief Human Resources Officer, (or delegate) to interpret this policy and ensure that it is communicated and implemented throughout the Company.
3. The operating company's Vice-President/Director Human Resources (or delegate) to investigate and respond to complaints of Harassment. The operating

company's Vice-President / Director, Human Resources is to inform the President of the operating company of the incident, as appropriate.

4. Managers to:

- be aware of understand, comply and enforce the terms and conditions of this policy;
- provide employees, to the best of their ability, a workplace that is free of Harassment;
- take action to prevent Harassment from occurring, including but not limited to, identifying and intervening in potential incidents of Harassment as defined by this policy;
- demonstrate a willingness to discuss and address concerns with any employee regarding Harassment or potential incidents of Harassment;
- document complaints and immediately report all complaints to the operating Company's Human Resources department.
- ensure that retaliatory action is not taken against employees who, in good faith, initiate complaints or participate in investigations;
- communicate and enforce this policy with business associates, visitors, customers, vendors, volunteers and contractors, as necessary, to ensure the Workplace is free of Harassment.

Note: "Manager", as used in the terms of this policy, refers to any person who is deemed a person of authority or senior representative of the Company who directly supervises another employee.

5. Employees to:
 - be aware of, understand, and comply with the terms and conditions of this policy; treat fellow employees with respect and dignity and to ensure that their behaviour in the Workplace is both appropriate and conforms to the individual rights of all employees to a Workplace free of Harassment;
 - the extent that they can safely do so, make their disapproval immediately known to any harasser, if they perceive that they have been the victim of Harassment, or if they have observed another employee being harassed.
 - assist in the implementation and enforcement of this policy by promptly reporting potential violations of this policy to their immediate manager, next level of authority or Human Resources representative.
 - provide full cooperation during harassment investigations.
 - respect the confidentiality of the complaints and investigation process.

Re: Complainant's Rights

6. The Complainant has the right to:

- a. file a complaint in good faith without fear of reprisals by the Company;
- b. ensure that no written complaint is filed in their personal employee file;
- c. access the Employee and Family Assistance Program;
- d. receive information relating to the status of any investigation of the complaint, the findings of the investigation and whether any disciplinary action was imposed on the Respondent, subject to the applicable legislation regarding the protection of personal information; and
- e. be treated fairly.

Re: Respondent's Rights

7. The Respondent has the right to:
 - a. be informed that a complaint has been filed against him/her;
 - b. be provided with the written allegations and have the opportunity to respond to the allegations;
 - c. access the Employee and Family Assistance Program;

- d. receive information relating to the status of the investigation of the Complaint and any findings of the investigations, subject to the applicable legislation regarding the protection of personal information; and
- e. be treated fairly.

POLICY

It is the policy of the Company that:

1. The Company clearly and unequivocally prohibits Harassment in the Workplace by any person(s) including, but not limited to, employees, visitors, volunteers, customers, vendors and contractors. The Company is committed to providing employees with a work environment free of Harassment and will make every reasonable effort to ensure that employees are not subjected to Harassment in the Workplace.
2. This policy is to be displayed on a notice board in the Workplace that is accessible to all employees at each location.
3. This policy is not meant to inhibit relationships based on mutual consent or normal social contact between employees in the Workplace.
4. This policy is not intended to prohibit or restrict normal interaction between Managers and employees or among employees concerning the quality and /or quantity or work performed. Harassment must not be confused with the normal exercise of the employer's management rights; in particular the Manager's right to assign tasks and his/her right to counsel, reprimand or

impose disciplinary sanctions. Insofar as a Manager does not exercise these rights in an abusive or discriminatory manner, his/her actions do not constitute harassment.

Re: Confidentiality

5. Information concerning allegations of Harassment and any subsequent investigation including the name of the Complainant and the circumstances related to the complaint are to be held in confidence to the extent possible and shall not be disclosed except if necessary for the purposes of:
 - investigating the complaint and/or;
 - taking disciplinary action in relation to the complaint, and/or;
 - for the protection of other employees or any other individuals and /or;
 - legal actions in defense of the Company and/or its Managers and/or;
 - as compelled by law.

Re: Filing a Complaint

6. The Complainant should consider discussing the alleged harassment with the respondent with a view to finding an appropriate resolution, if he or she feels comfortable in doing so.
7. If the Complainant is not comfortable with directly approaching the Respondent, or if this first step is unsuccessful, he/she should then discuss the alleged

Harassment on a confidential basis with his/her Manager or Human Resources, with a view to resolving the issue.

8. Complainants may file a complaint directly with the appropriate human rights commission or labour standards commission.
9. A report will be completed immediately and an investigation will be conducted as required, if any incidents of Harassment are reported to the Company.
10. A Complainant who files a Harassment complaint should provide the name of the Respondent, details of the incident(s) including dates, times and places, and any witnesses who either observed or can substantiate the allegation(s).
11. Managers who receive a Harassment complaint will advise the Complainant that the Company takes harassment complaints seriously and treats each complaint with sensitivity, discretion and confidentiality (to the extent possible). Where the complaint involves a customer, vendor, contractor, volunteer or visitor, and the complaint has been directed against an employee of the Company the complaint will be dealt with in the same manner.
12. Managers and Human Resources staff are to immediately report all Harassment complaints to the operating company's Vice-President/Director Human Resources.
13. To protect the complainant and to encourage the reporting of Harassment complaints, the following provisions will apply.

- a. All complaints will be handled with discretion and in as confidential a manner as possible,
- b. Any form of retaliation or threats of reprisal against a Complainant who acts in good faith or a person who participates in an investigation of a complaint is strictly forbidden and will result in disciplinary action against the individual found to be retaliating or threatening reprisal, up to, and including termination of employment.
- c. A complaint will be promptly investigated. The objective is to complete the investigation and implement corrective action, as necessary, within thirty (30) days of receipt of the Complaint, unless extenuating circumstances exist in which this timeline needs to be extended (e.g. if an employee is on a leave).
- d. The complainant will be asked about his or her continuing comfort and security level in the workplace, as a result of the incidents leading to the complaint and the complaint itself, pending the outcome of the investigation.

Re: Investigation

14. A thorough and impartial investigation of the complaint will be conducted by an individual(s) designated by the VP/Director, Human Resources, of the operating company. The investigation will include an interview with the Complainant, the Respondent, relevant

witnesses and a review of any pertinent records. Notes of these interviews and investigative actions will be documented in the "Workplace Harassment Investigation Procedures and Report" (For HR Use Only) and maintained in a confidential human resources file.

15. The investigator's findings will be communicated to the operating company's Vice-President/Director Human Resources.
16. Upon review of the investigation report, the operating company's Vice-President / Director of Human Resources (or delegate) will decide if Harassment has occurred and if so, what, if any measures should be implemented to prevent future occurrences of Harassment, including the disciplinary and/or administrative measures to be applied.
17. The Complainant and the Respondent will be informed, in writing, of the findings of the investigation.
18. Employees who are not satisfied with the investigation/resolution process may bring the matter to the attention of the operating company's Vice President/Director, Human Resources, who will make a determination on additional measures that may be required, if any.
19. Information gathered in the investigation will only be disclosed for the purpose of conducting the investigation or as required by law. Results of the investigation will not be included in employee files unless disciplinary action is taken.

Re: Corrective Action

20. Where the investigation findings conclude that Harassment has occurred, the Respondent will be informed in writing of the corrective measures, if any, to be taken. Corrective measures may include suspension without pay, instigating a probationary period, a demotion, the removal from a position of authority, a public or private apology, or any action up to and including termination of employment for just cause. These corrective measures may be applied to:
- a. Any employee who is found to have committed an act of Harassment as defined in this policy.
 - b. Any employee who does not provide his/her full cooperation during investigations relating to Harassment.
 - c. Any employee who is unwilling to accept, participate in or cooperate in appropriate treatment, counselling or testing.
 - d. Any Manager who does not take action to prevent Harassment from occurring, including but not limited to, identifying and intervening in Harassment and potential incidents of Harassment as defined by this policy.
 - e. Any Manager who demonstrates a lack of willingness to discuss and address concerns with any employee regarding Harassment.

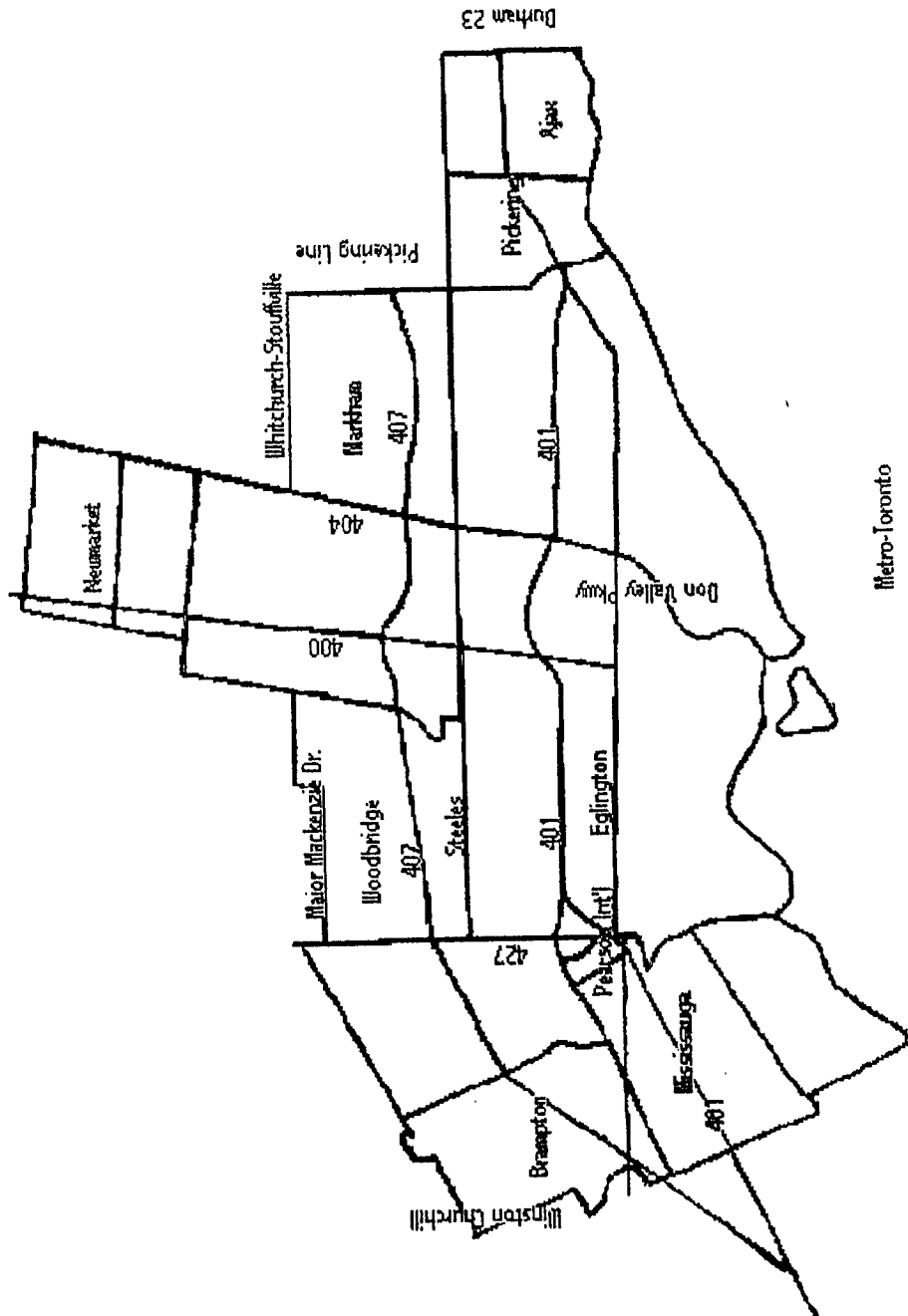
If necessary the operating company VP/Director, Human Resources, will communicate corrective actions to be taken with the Sr. VP and Chief HR Officer, RCI Human

Resources, who will decide what information, if any, needs to be communicated and to whom, in order to properly implement the corrective action (e.g., the necessary information to be provided to Security, IT, Facilities, etc.).

21. Any employee who is found to have lodged a false, vexatious or bad faith complaint may be subject to disciplinary action up to and including termination for just cause.

22. If disciplinary action is taken, corrective actions shall be maintained on the Respondent's employee file, for an indefinite period of time and will be taken into consideration should further violation of this policy occur. All other documentation of the full investigation will be maintained in a separate investigation file, which will be kept, managed and made accessible in accordance with HR 8 - Privacy Policy and as dictated by applicable legislation

Re: Article 12.2.1 - Map of area for EFP Camera Operators and ENG Camera Operators



**Letter of Understanding #1
Videographers**

This letter of Understanding between City-TV / OMNI-TV (hereinafter referred to as the "Company") and the Communications, Energy and Paperworkers Union of Canada (hereinafter referred to as the "Union"), sets forth a common understanding regarding the Company's employment of Videographers as follows:

1. Videographers are reporters who use camera equipment to perform their employment duties and are excluded from the Bargaining Unit, as defined in the Collective Agreement between the parties herein.
2. It is not the policy of the Company to have Videographers performing duties that are substantially similar to the duties of ENG camera operators and EFP camera operators, or to permanently displace ENG camera operators and EFP camera operators in the Bargaining Unit by having Videographers performing their duties. However, notwithstanding that the primary function of Videographers is to shoot their own material, they may be requested, from time to time, to replace ENG operators and EFP operators on an incidental basis (e.g., for emergencies; to replace ENG operators and EFP operators who are taken ill, etc.).
3. The Company will not require ENG operators and EFP operators to become Videographers against their will.

**Tom Dalby
for the Company**

**David Lewington
for the Union**

Letter of Understanding # 2
Outside Activities - Independent Production

Further to the provisions of Article 11.9, it is understood that employees wishing to involve themselves on their own time as members of Independent Productions will adhere to the following procedure:

The specific request will be put in writing and submitted to the appropriate manager for approval;

The request will contain the name of the project and production company and a brief description of the employee's involvement.

It is understood that requests will be considered on a fair and equitable basis giving due consideration to the aspirations of the employee and the competitive position of the Company. Such requests will be approved or denied without undue delay. If the request is denied the manager will give reasons for the denial.

Tom Dalby
for the Company

David Lewington
for the Union

**Letter of Understanding #3
Notification and Reporting**

During negotiations the Company proposed that information to the Union as required by the Collective Agreement be provided electronically to reduce administrative requirements.

The Union agrees that information provided electronically will be acceptable provided it meets the intent of the CBA and further the relative articles in the CBA will be updated to reflect information provided electronically.

The Company will provide actual reporting for the Union's review within six (6) months.

The parties sign this Letter of Understanding in good faith.

**Tom Dalby
for the Company**

**David Lewington
for the Union**

Letter of Understanding #4
Agreed Schedules
Christmas/New Year's Scheduling

As employees who work on an Agreed Schedule, as outlined by Article 14.1.1, are aware of their shift pattern and schedule well in advance, it is agreed that Article 13.3 Scheduling of Christmas and New Year's Holidays will not apply to those covered by Article 14.1. Requests for vacation pursuant to Article 13.1.2 during this period shall be dealt with on the basis of Company seniority and operational requirements.

Tom Dalby
for the Company

David Lewington
for the Union

Letter of Understanding #5
Re: Broadcast Technician Classifications

During bargaining the parties discussed the criteria used in distinguishing the Broadcast Technician classifications. The following is provided to be informative for the employees:

Group F, BT 1

A graduate of a post-secondary educational program or equivalent work experience. This role requires specialization in the areas of maintenance, troubleshooting and repair to a limited category of broadcast equipment.

Group G, BT 2

Has all the qualifications of BT 1, and specializing in multiple categories of modern technical equipment driven and integrated by software.

Group H, BT 3

Has all the qualifications of BT 2. This role troubleshoots repairs and maintains broadcast equipment. They can also resolve and recommend design/infrastructure issues with a strong software technology mind.

Tom Dalby
for the Company

David Lewington
for the Union

**Letter of Agreement #1
Steadicam**

The Company agrees to pay a daily Steadicam premium to any employee required to operate the Steadicam for any period of time during a tour of duty. The premium shall be twenty-five dollars (\$25.00) per tour of duty when an employee operates the Steadicam during a tour of duty. This premium shall not be deemed to be overtime or part of basic pay when calculating overtime.

**Tom Dalby
for the Company**

**David Lewington
for the Union**

Letter of Agreement #2

Banked Time Program - Employees may participate in the banked time program as follows:

Any time off under this letter must be pre-approved by the employee's manager.

- i) An employee may accumulate and take equivalent time off in lieu of payment for overtime hours, work on a day off, or work on a holiday and shall record the equivalent hours on his/her time sheet.
- ii) This banked time may be accumulated between January 1st and December 31st each year to a maximum of forty (40) hours at any one time. Banked time can be scheduled to be taken at a time mutually agreed to by the employee and his/her supervisor.
- iii) The rate of accumulation shall be determined by the rate of pay provided in the pertinent section of the Agreement. For example, an employee working eight (8) hours on a day off shall receive a credit of $8 \times 1.5 = 12$ hours of straight time pay, and accordingly, twelve (12) hours shall be accumulated as banked time.
- iv) If the employee has not taken, or scheduled the banked time to be taken, all accrued banked time shall be liquidated in cash on December 31st.
- v) If employment is terminated for any reason, accrued banked time shall be liquidated in cash.

Tom Dalby
for the Company

David Lewington
for the Union

Letter of Agreement #3
ENG Camera Operators / Live Eye Operators

Assigning of Meal Period, Article 15.1

The parties agree that due to the exigencies of Citytv News operations (i.e. pressing demand, need or requirement which is not reasonably avoidable) the assignment of meal periods may not always be as expected. Therefore it is understood that while every effort will be made to assign a meal period within the window provided for in Article 15.1 the length of the meal period may vary from 30 to 60 minutes or a meal period may not be possible.

(a) Where a sixty (60) minute meal period is intended but only a thirty (30) minute meal period is provided it is understood that the Company does have the option to do one of the following;

1. shorten the tour of duty by thirty (30) minutes without incurring overtime or a missed meal penalty, or
2. pay an additional thirty (30) minutes at overtime rates for the missed meal period in addition to any overtime payment for additional work completed.

(b) Where due to the exigencies of News operations a meal period is not received it is understood that Article 15.3 shall apply.

Tom Dalby
for the Company

David Lewington
for the Union

**Letter of Agreement #4
Summer Students**

In cases where the Company hires temporary, employees during the summer, who are students in a recognized educational program, to perform general administrative duties, such students shall be paid at the rate which is one hundred and thirty percent (130%) of the Ontario minimum wage. In the event a student is hired to perform work in a specific classification, the student shall be paid according to the wage scale for such a classification.

**Tom Dalby
for the Company**

**David Lewington
for the Union**

**Letter of Agreement #5
Vacation Entitlement**

The Company and Union agree that notwithstanding anything to the contrary in this agreement, part-time employees who are hired directly into a full-time position, without a break in service, will upon successful completion of their probationary period, have the hours worked as a part-time employee that accumulated after October 1, 2007 credited to their adjusted service date for the purpose of determining their vacation entitlement as a full time employee in accordance with the chart in Article 13.1.

**Tom Dalby
for the Company**

**David Lewington
for the Union**

THIS AGREEMENT executed between

Rogers Broadcasting Limited
OMNI.1 and OMNI.2, Toronto

hereinafter referred to as the "Company",

Party of the First Part,

and

Unifor
And its Local 723M

hereinafter referred to as the "Union",

Party of the Second Part,

ARTICLE 1

General

1.1 Bargaining Unit & Exclusions - The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the unit set forth in the certification of the Canada Industrial Relations Board dated February 21, 2013 or any amendments thereto, as mutually agreed by the parties or as ordered by the Canada Industrial Relations Board.

“The bargaining unit includes editorial and creative employees in the News, Diversity, On Air Promotions and Commercial Production departments”

The parties have mutually agreed that the other excluded positions are as follows:

Director of Production
Senior Director, OMNI News
News Director
News Manager
Senior Supervising Producer
Producer
Associate Producer
Executive Assistant
Senior Newsroom Assistant
Commercial Production Manager
Unit Manager
Scheduler

1.2 Except as provided otherwise herein under this “Supplemental Agreement”, the Collective Agreement between the same parties covering the bargaining unit covered under certifications of the Canada Industrial Relations Board dated July 10, 1995 and July 2, 2008 or any amendments thereto, as mutually agreed by the parties or as ordered by the Canada Industrial Relations Board, which includes “all employees in OMNI Operations, Citytv Operations, Citytv News, Citytv Production, Citytv On-Air Creative”, herein referred to as the “Main Agreement” will apply.

Where there is a conflict between the Main Agreement and this Supplemental Agreement the provisions of this Supplemental

Agreement will prevail for employees referenced above in Article 1.1.

ARTICLE 2

Employee Classifications

2.1 On-Air Performers

The parties recognize that broadcasting requires the continued maintenance of high standards of performance, creativity, and marketability (image), which with respect to On-Air Talent (Host, Reporter, Anchor, Senior Anchor) are not capable of definition in solely objective terms. The Parties also agree and understand that On-Air Talent are such an integral part of the image and character of a television station and as such have special responsibilities that go beyond those of other bargaining unit employees. These include, but are not limited to being highly acceptable to the viewing audience, appearing in public on the station's behalf, being involved with the community and representing one's self professionally, with dignity at all times while appearing in public.

2.1.1 The Company will provide direction and assistance to such employees to assist the employee in achieving necessary standards of performance, creativity and marketability and/or to consistently fulfill his/her special responsibilities. The parties therefore agree that the Company reserves the right to remove from his/her role such an employee who, in its opinion fails to achieve such high standards of performance, creativity and marketability or has not met reasonable Company expectations regarding special responsibilities. Such right shall not be exercised in an arbitrary or discriminatory manner and not sooner than ten (10) days after an employee has been advised by written notice (which shall describe in reasonable detail the manner in which such employee has fallen short of

such standards of performance, creativity, marketability and/or has not reasonably met Company expectations regarding special responsibilities).

During such ten (10) day notice period the Company may move such an employee into an assignment that would, in the Company's opinion allow such employee to achieve the necessary standards of performance, creativity and marketability and/or consistently fulfill his/her special responsibility and not adversely impact the quality of programming.

2.1.2 An employee so removed shall exercise one of options i) or ii) as described in 2.1.4 below. The right to remove an employee from his/her role shall not be used as a disciplinary measure and shall be in addition to and not in substitution for, the Company's right to apply discipline, which may only be exercised where just and sufficient cause exists.

2.1.3 Due to the uniqueness of the conditions of employment for On-Air Talent, extraordinary compensation arrangements may be necessary. It is therefore agreed that the Company may enter into special, fixed length contracts with On-Air Talent individually to cover rates of pay, hours of work, severance, etc., providing that such terms, as a package, are not inferior to the terms (as a package) contained in the Collective Agreement.

In recognition of the Union's status as exclusive bargaining agent for On-Air Talent, such contracts will become effective only upon approval of the Union. The Union will provide its response to the proposed contract within three (3) workdays of its receipt.

2.1.4 An employee removed from his/her classification under this article shall select one of the following options:

- i) Receive a lump sum severance payment commensurate with his/her service as of the date the removal takes place as follows:
 - a. Post probation to three (3) completed years of service – three (3) months of severance pay
 - b. More than three (3) years' service, four (4) weeks' pay for each year of service with pro-rata credit for any part year service (calculated to the nearest month) to a maximum of 104 weeks of severance pay

Such severance pay shall include and be in lieu of any notice or severance pay obligations established by the Canada Labour Code and any other applicable statute or legal requirement.

- ii) Exercise his/her seniority to displace a less senior employee or fill a vacancy in any other job classification other than an On-Air Talent classification, in which the employee has previously successfully performed the duties of the other classification or has the ability to perform the job immediately upon reassignment or following a reasonable familiarization period of four (4) weeks. In the event that a less senior employee is displaced by an On-Air Talent, the employee shall be permitted to exercise his/her seniority rights as per the Collective Agreement. An On-Air Talent who exercises his/her seniority rights under this Article to displace a less senior employee shall have his/her previous salary maintained for the first three (3) calendar months in his/her new classification, following which the employee shall be placed in the rate on the salary scale of his/her

new classification which is closest to his/her previous rate.

An employee terminated pursuant to this Article shall be granted reasonable access to Company facilities to produce air-checks and such other material which may be required to assist the employee in securing new employment.

ARTICLE 3

Seniority

3.1 It is understood that the seniority of employees under this Supplemental Agreement will be separate and distinct from that of the Main Agreement.

3.2 Seniority Rights

a) Company seniority for full-time employees shall be deemed to have commenced on the date of hiring by the Company or upon the date the employee was hired by its predecessor, Multilingual Television (Toronto) Ltd. CFMT, Rogers Broadcasting Limited, whichever is the later, and shall be equal to the length of continuous service with the Company. Company seniority shall relate to the order of layoffs, recall from layoff, promotions, severance pay and the choice of vacation periods, as provided for in the applicable articles.

b) Company seniority for part-time, temporary and casual employees shall commence in the same manner as for full-time employees, but shall be equal to the length of service in accumulated hours worked. Seniority for these employees shall be broken and cease to exist after a break in service of six (6) months.

c) Where an employee who has passed their probationary period is transferred to a position outside the bargaining unit, but within Citytv and Omni Toronto, Company seniority will be maintained. Company seniority accrued by a person outside the bargaining unit, but within Citytv and Omni Toronto, will not be recognized for the purposes of layoffs and recall from layoff until that person has returned to a position in the bargaining unit for six months.

3.2.1 Seniority shall not be established until the probationary period, and any extension thereof has been served but shall then be calculated from the date of employment.

3.2.2 Seniority shall exist but not accumulate during any leave of absence approved by the Company, except as provided in this Supplemental Agreement or the Main Agreement.

3.2.3 An employee shall lose seniority and shall be deemed to be terminated in the event they:

- i) resigns or retires;
- ii) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- iii) fails to return to work upon the completion of an authorized leave of absence without valid reason, or uses a leave of absence for purposes other than those for which the leave of absence was granted;
- iv) fails to respond and return to work from a layoff as per Article 9.5.2. of the Main Agreement.

3.3 Layoffs – it is understood and agreed that if layoffs are to occur within the bargaining unit covered under this Supplemental Agreement, employees cannot exercise their

seniority into the bargaining unit covered under the Main Agreement.

3.3.1 When layoffs are to be made, the Company shall determine the classifications and programming where reductions are required and the number of employees to be laid off. The Company shall post such declaration in the work place along with the bargaining unit seniority list on the date layoffs are announced.

Lay-offs shall proceed in inverse order of Company seniority within those job classifications in Article 10.2 of this agreement based on the affected programming. Regardless of work assignment, the least senior employees in a classification where reductions are required shall be laid-off from such classification. The Union agrees the Company may offer a senior employee within an affected classification a voluntary separation package as part of a work force reduction program consistent with Article 9.4.3 of the Main Agreement. The Company agrees to consider an application from a senior employee, in an affected classification, who may wish to volunteer to be laid off (consistent with article 9.4.3 of the Main Agreement) if it would prevent the layoff of a junior employee.

Employees about to be laid off (the least senior employees in the classifications affected) will receive from the Company, a list of the job classifications (the "List") for which the employee has the occupational qualifications and where there is a less senior employee, than the affected employee, in a classification at the same or lower level. Occupational qualifications may include: language comprehension and capabilities, knowledge, experience and understanding with particular ethno-specific cultures, industry understanding / connections, along with general creativity, knowledge,

experience, skill and ability. Within forty-eight (48) hours of receipt of the list the employee may inform the Company, in writing, of any other classifications in which there is a less senior employee in a classification at the same or lower level where the employee possesses the occupational qualifications from previous employment. Such additions will not be considered unless they are submitted, in writing, with details within the forty-eight (48) hour time period.

Employees who are eligible to displace another employee but elect to be laid off from their employment and not to be placed on the recall list, shall, in addition to the payments under Article 9.4.3 of the Main Agreement, receive one (1) additional week of severance pay per year of service to a maximum of twelve (12) additional weeks of severance pay.

ARTICLE 4

Jurisdiction

4.1 The parties understand OMNI's place as a national broadcaster and its requirement to operate as a national organization, that operational and programming decisions must take into account the most effective and efficient way to service customers across the country. Decision making in this respect which includes, but is not limited to, decisions regarding the location of program production, the types of programming created and the target audiences of the programming, are at the sole discretion of management.

Nothing in this agreement would prevent the Company from moving programming production of any particular program to a different OMNI location if it is determined to be the most effective and efficient way to service customers and to reach

target audiences. Should the transfer of work adversely affect the livelihood of employees covered by this Agreement it is understood and agreed that, by way of adjustment, the provisions of Article 10.2 of the Main Agreement shall apply and govern the process to be followed.

ARTICLE 5

No Strike Clause

5.1 An employee shall have the right to refuse to go to any television station, transmitter site or a location where a legal strike or lockout of persons whose functions are similar to those covered by this Agreement is in progress. [It is understood that the foregoing does not apply to the employee's regular place of employment where employees in another bargaining unit may be on strike or locked out. In such case the parties shall arrange a protocol for employees to enter and leave the work place.] Such refusal shall not be considered grounds for disciplinary action, except that On-Air Talent will be required to perform their News functions.

ARTICLE 6

Travel Provisions and Expenses

6.1 The meal allowances contained in within Article 12.2 of the Main Agreement will not apply to On-Air Talent unless they are assigned to a meal period outside of the area defined in the map appended to the Main Agreement.

ARTICLE 7

Christmas and Holiday Scheduling

7.1 It is understood that the five (5) day maximum of vacation days to be allowed during the period from December 20 – January 4, as outlined in Article 13.1.2 of the Main Agreement will be subject to management discretion.

ARTICLE 8

Hours and Scheduling of Work

8.1 Posting of Schedules – In the application of 14.4 of the Main Agreement, it is understood that the start times of On-Air Talent can be changed no later than two (2) hours prior to their scheduled start time, without penalty, due to the exigencies of news programming.

ARTICLE 9

Health and Safety Committees

9.1 It is understood that the Joint Health and Safety Committee, as outlined in Article 14.11.6 of the Main Agreement, shall consist of a minimum two (2) representatives of the Union, which can be can be part of either bargaining unit (those covered by the Main or Supplemental Agreement) or a combination of both within each location.

9.1.1 It is understood that the Union Representative outlined in Article 14.11.7 of the Main Agreement can be a member of either the bargaining unit contained in this supplemental agreement or a member of the bargaining unit contained in the Main Agreement.

ARTICLE 10

General Wage Provisions and Wages

10.1 Wage Groups and Classifications – Senior (merit) classifications within the following classifications are merit appointments based on skill, performance and responsibility and may be filled at the Company's discretion:

- Production Coordinator
- On Air Promotions Coordinator
- Production Assistant
- Writer
- Reporter
- Director

10.2 The following wage schedules are in effect for the duration of this Agreement. Employees shall progress through the steps outlined below. Employees who are employed on the date of ratification shall progress on May 1. New employees shall progress through the steps outlined below upon completing a year of Company Service.

GROUP A

On Air Promotions Coordinator Production Coordinator

	Nov 1, 2013	Weekly	Hourly	Nov 1, 2014	Weekly	Hourly	Nov 1, 2015	Weekly	Hourly	Nov 1, 2016	Weekly	Hourly
1	\$39,725.62	\$763.95	\$19.10	\$40,520.14	\$779.23	\$19.48	\$41,330.54	\$794.82	\$19.87	\$42,157.15	\$810.71	\$20.27
2	\$41,314.65	\$794.51	\$19.86	\$42,140.94	\$810.40	\$20.26	\$42,983.76	\$826.61	\$20.67	\$43,843.43	\$843.14	\$21.08
3	\$42,967.23	\$826.29	\$20.66	\$43,826.58	\$842.82	\$21.07	\$44,703.11	\$859.68	\$21.49	\$45,597.17	\$876.87	\$21.92
4	\$44,256.25	\$851.08	\$21.28	\$45,141.38	\$868.10	\$21.70	\$46,044.20	\$885.47	\$22.14	\$46,965.09	\$903.17	\$22.58
5	\$45,583.94	\$876.61	\$21.92	\$46,495.62	\$894.15	\$22.35	\$47,425.53	\$912.03	\$22.80	\$48,374.04	\$930.27	\$23.26
6	\$46,951.46	\$902.91	\$22.57	\$47,890.49	\$920.97	\$23.02	\$48,848.30	\$939.39	\$23.48	\$49,825.26	\$958.18	\$23.95
7	\$48,360.00	\$930.00	\$23.25	\$49,327.20	\$948.60	\$23.72	\$50,313.74	\$967.57	\$24.19	\$51,320.02	\$986.92	\$24.67

GROUP B

Chinese Graphics/Web Content Senior Production Coordinator
 Host Reporter
 News Floater Writer
 Production Assistant

	Nov 1, 2013	Weekly	Hourly	Nov 1, 2014	Weekly	Hourly	Nov 1, 2015	Weekly	Hourly	Nov 1, 2016	Weekly	Hourly
1	\$44,766.08	\$860.89	\$21.52	\$45,661.40	\$878.10	\$21.95	\$46,574.63	\$895.67	\$22.39	\$47,506.12	\$913.58	\$22.84
2	\$46,556.72	\$895.32	\$22.38	\$47,487.86	\$913.23	\$22.83	\$48,437.61	\$931.49	\$23.29	\$49,406.37	\$950.12	\$23.75
3	\$48,418.99	\$931.13	\$23.28	\$49,387.37	\$949.76	\$23.74	\$50,375.12	\$968.75	\$24.22	\$51,382.62	\$988.13	\$24.70
4	\$49,871.56	\$959.07	\$23.98	\$50,868.99	\$978.25	\$24.46	\$51,886.37	\$997.81	\$24.95	\$52,924.10	\$1,017.77	\$25.44
5	\$51,367.71	\$987.84	\$24.70	\$52,395.06	\$1,007.60	\$25.19	\$53,442.96	\$1,027.75	\$25.69	\$54,511.82	\$1,048.30	\$26.21
6	\$52,908.74	\$1,017.48	\$25.44	\$53,966.91	\$1,037.83	\$25.95	\$55,046.25	\$1,058.58	\$26.46	\$56,147.18	\$1,079.75	\$26.99
7	\$54,496.00	\$1,048.00	\$26.20	\$55,585.92	\$1,068.96	\$26.72	\$56,697.64	\$1,090.34	\$27.26	\$57,831.59	\$1,112.15	\$27.80

GROUP D

Anchor

Producer/Director

Director

Supervisor Commercial Production

On Air Promotions Producer/Editor

	Nov 1, 2013	Weekly	Hourly	Nov 1, 2014	Weekly	Hourly	Nov 1, 2015	Weekly	Hourly	Nov 1, 2016	Weekly	Hourly
1	\$57,666.23	\$1,108.97	\$27.72	\$58,819.55	\$1,131.15	\$28.28	\$59,995.94	\$1,153.77	\$28.84	\$61,195.86	\$1,176.84	\$29.42
2	\$59,972.88	\$1,153.32	\$28.83	\$61,172.33	\$1,176.39	\$29.41	\$62,395.78	\$1,199.92	\$30.00	\$63,643.70	\$1,223.92	\$30.60
3	\$62,371.79	\$1,199.46	\$29.99	\$63,619.23	\$1,223.45	\$30.59	\$64,891.61	\$1,247.92	\$31.20	\$66,189.44	\$1,272.87	\$31.82
4	\$64,242.94	\$1,235.44	\$30.89	\$65,527.80	\$1,260.15	\$31.50	\$66,838.36	\$1,285.35	\$32.13	\$68,175.13	\$1,311.06	\$32.78
5	\$66,170.23	\$1,272.50	\$31.81	\$67,493.64	\$1,297.95	\$32.45	\$68,843.51	\$1,323.91	\$33.10	\$70,220.38	\$1,350.39	\$33.76
6	\$68,155.34	\$1,310.68	\$32.77	\$69,518.45	\$1,336.89	\$33.42	\$70,908.82	\$1,363.63	\$34.09	\$72,326.99	\$1,390.90	\$34.77
7	\$70,200.00	\$1,350.00	\$33.75	\$71,604.00	\$1,377.00	\$34.43	\$73,036.08	\$1,404.54	\$35.11	\$74,496.80	\$1,432.63	\$35.82

GROUP E

Senior Director

Supervisor Production Director

Senior On Air Promotions Producer/Editor

	Nov 1, 2013	Weekly	Hourly	Nov 1, 2014	Weekly	Hourly	Nov 1, 2015	Weekly	Hourly	Nov 1, 2016	Weekly	Hourly
1	\$62,023.23	\$1,192.75	\$29.82	\$63,263.70	\$1,216.61	\$30.42	\$64,528.97	\$1,240.94	\$31.02	\$65,819.55	\$1,265.76	\$31.64
2	\$64,504.16	\$1,240.46	\$31.01	\$65,794.24	\$1,265.27	\$31.63	\$67,110.13	\$1,290.58	\$32.26	\$68,452.33	\$1,316.39	\$32.91
3	\$67,084.33	\$1,290.08	\$32.25	\$68,426.01	\$1,315.88	\$32.90	\$69,794.53	\$1,342.20	\$33.56	\$71,190.42	\$1,369.05	\$34.23
4	\$69,096.86	\$1,328.79	\$33.22	\$70,478.79	\$1,355.36	\$33.88	\$71,888.37	\$1,382.47	\$34.56	\$73,326.14	\$1,410.12	\$35.25
5	\$71,169.76	\$1,368.65	\$34.22	\$72,593.16	\$1,396.02	\$34.90	\$74,045.02	\$1,423.94	\$35.60	\$75,525.92	\$1,452.42	\$36.31
6	\$73,304.85	\$1,409.71	\$35.24	\$74,770.95	\$1,437.90	\$35.95	\$76,266.37	\$1,466.66	\$36.67	\$77,791.70	\$1,495.99	\$37.40
7	\$75,504.00	\$1,452.00	\$36.30	\$77,014.08	\$1,481.04	\$37.03	\$78,554.36	\$1,510.66	\$37.77	\$80,125.45	\$1,540.87	\$38.52

In witness whereof the parties hereto have caused this agreement to be executed by their duly authorized representatives this 18th day of June, 2014.

OMNI.1 - OMNI.2 Toronto

Unifor, Canada



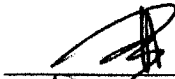
Tom Dalby



David Lewington



Renato Zane



Rinaldo Boni



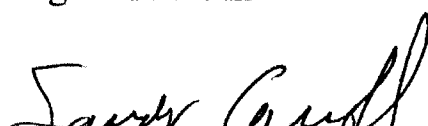
Dawn Morden



Angelo Contarin



Michael Goldsmith



Sandy Carroll