

# **COLLECTIVE AGREEMENT**

**Between**

**Citytv Winnipeg  
(A Division of Rogers Broadcasting Limited)**

**and**

**Communications, Energy and Paperworkers  
Union of Canada, Local 826M**

**Effective:**

**March 21, 2008 to March 20, 2012**

10200 (05)

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## **ARTICLE 1 - INTENT**

- 1.1 It is the intent and purpose of this Agreement, in recognizing a common interest between the Employer, and the Union in promoting the utmost cooperation and friendly spirit between the Employer and its Employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable disposition of grievances.
- 1.2 It is also the intent and purpose of this Agreement, in recognizing a common interest between the Employer and the Union, to provide for the efficient operation of the broadcasting station with full regard to economy of operation and the quality and quantity of work performance.

To these ends this Agreement is signed in good faith by all parties.

## **ARTICLE 2 - BARGAINING UNIT**

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all persons employed in the bargaining unit as defined by the certificate issued by the Canada Industrial Relations Board on August 31, 2004, as amended at bargaining and before the CIRB.
- 2.2 For greater certainty, it is recited that the Employees covered by this agreement shall be:

All Employees of CHMI-TV, a Division of Rogers Broadcasting Limited, employed at Winnipeg, Manitoba, excluding the following classifications:

- Corporate administration Employees
  - President
  - General Manager
  - Assistant General Manager
  - Business Manager
  - Chief Engineer
  - Sales Manager
  - Sales persons
  - Operations Manager
  - News Director
  - Senior Producer News
  - Senior News Editors
  - Bureau Manager
  - Promotions Manager
  - Creative Director
  - Program Director
  - Independent Production Programming Manager
  - Executive Secretary

Freelancers  
Casual Employees

- 2.3 The Employer shall notify the Union in writing of the introduction of any new job or classification within the bargaining unit prior to posting for the new classification. Such notice shall advise the Union of the primary duties of the new job or classification and the proposed pay group.
- 2.4 Where the Parties agree that the new job or classification is to be included within the bargaining unit, the Employer will, if requested to do so, meet with the Union to discuss the appropriate rate of pay for the new bargaining unit job or classification, if such request is made within five (5) work days following the receipt of the information.

ARTICLE 3 - DEFINITIONS

- 3.1 "Job Classification" means a number of jobs which are grouped together for salary purposes.
- 3.2 "Job" means a specific assignment of work. More than one (1) Employee may be employed in the same job.
- 3.3 "Full Time Employee" means an Employee who is normally and regularly scheduled to work forty (40) hours per week exclusive of the assigned meal period.
- 3.4 "Freelancer" is defined as a person who is self employed and/or is employed by another party and who provides services to the Employer on a contractual basis. Such persons are not subject to the provisions of this Agreement, however, Dobby dues shall be paid to the union.
- 3.5 "Dobby Dues" dues paid by the Employer on behalf of another party who provides bargaining unit services to the Employer on a contractual basis for a period exceeding 520 hours worked from the commencement of their contract with the Employer.
- 3.6 "Part Time Employee" is defined as one hired to work on a regular basis but who normally works less than thirty-two (32) hours per week. Such Employees shall be paid on an hourly basis at a wage rate equal to 1/173.3 of their monthly rate with a minimum of four (4) hours per day worked. Nothing precludes the Employer from temporarily assigning a part time Employee to full time work to cover in the case of vacations, leaves of absence, illness or in the case of temporary increases in work requirements.
- 3.6.1 Where a part time Employee is subsequently hired as a full time Employee without a break in service of more than ninety (90) days, the Employee, after successful completion of their probationary period, shall be credited for seniority and service credits purposes with all hours worked while employed as a part time Employee.

- 3.7 **“Casual Employees”** shall mean a person employed on an irregular, sporadic, or as needed basis. Casual Employees will not be used for the purpose of eliminating or replacing full time Employees or to avoid hiring full time Employees.
- 3.8 **“Agreement”** means this Collective Agreement.
- 3.9 **“Qualifications”** or **“Qualified”**, wherever either of those terms are used in the Agreement, the same shall include creativity, knowledge, experience, skill, ability, training and/or education, physical ability to do the job to be performed, job performance of an Employee and other relevant factors, all as established and determined by the Employer. The Employer, when establishing and/or determining qualifications, shall do so in a bona fide and non-discriminating manner.
- 3.10 The term **“On-Air Employee”** shall include Anchor/Reporters, Reporter/Anchors, Reporters and Hosts.
- 3.11 **“Grievance”** shall mean an alleged difference over the application, administration, interpretation or alleged violation of this Collective Agreement.
- 3.12 **“Location”** for the purposes of this Agreement shall be: CHMI Television, Winnipeg, Manitoba

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1 The Union agrees that nothing contained in this Agreement shall be construed as limiting the Employer's right to manage its own affairs exclusively and that, except where specifically restricted, abridged or modified by this Agreement, the Employer holds and may exercise all of the rights, powers and authority which it possessed prior to the signing of this Agreement. The Union acknowledges that it is the exclusive right of the Employer to hire, transfer, reclassify and suspend Employees; and also the right of the Employer to discipline or discharge any Employee, provided that a claim by an Employee other than a probationary Employee, who has been disciplined, demoted, discharged or suspended without just cause may be the subject of a grievance and dealt with as hereinafter provided, except where this agreement provides otherwise.
- 4.2 Provided further, and without limiting the generality of the foregoing, the Union recognizes the rights of the Employer to operate and manage its business in all respects. The location, number and size of the plants, the direction of the working forces; the amount or type of supervision necessary; of machines and technical equipment; procedures and standards of operation; the content of programs; judgment and evaluation of personnel qualifications; the right to decide on the number of Employees needed by the Employer at any time; operating schedules and the selection, procurement, designing and engineering of equipment which may be incorporated into the Employer's plants; control over all operations, buildings, machinery, equipment and Employees and its relationship with suppliers

of materials and/or services, are solely and exclusively the right and responsibility of the Employer.

- 4.3 The management rights of the Employer as above set forth shall be exercised in all respects subject to this Agreement.
- 4.4 The Employer has the right to make and implement rules and regulations. Any changes in such rules and regulations made by the Employer shall not be in conflict nor inconsistent with the provisions of this Agreement.

#### **ARTICLE 5 - UNION MEMBERSHIP & DUES**

##### **5.1 Union Membership**

- a) No Employee in the bargaining unit shall be required to become or remain a member of the Union as a condition of employment;
- b) The Union and the Employer agree that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by either of them or their representatives against or upon Employees covered by this Agreement because of membership or non-membership in the Union, or by reason of any activity or lack of activity in any labour organization.

##### **5.2 Union Dues**

- a) The Employer agrees to make bi-weekly deductions from the salaries of the Employees in the bargaining unit, an amount equal to the regular Union dues as levied by the Union. The Employer will be notified thirty (30) days in advance by fax or by email of any change in the present rate of deductions.
- b) The Employer agrees to remit the monies so deducted to the Union or its nominee, monthly by cheque in Canadian funds. The Employer shall endeavour to remit such dues by the fifteenth of the month following the month for which the dues are deducted and shall include with such remittance a statement showing the names of the Employees from whom deductions have been made and the respective amounts deducted,
- c) Each year the Employer will indicate on the T4 and/or T4-A slips issued to Employees the total amount of dues deducted at source and forwarded to the Union.
- d) The Union shall indemnify the Employer and save it harmless from any and all claims which may be made against the Employer by an Employee or Employees for amounts deducted from wages as provided by this Article, except for any claim arising out of an error committed by the Employer.



## **ARTICLE 6 - NOTICE TO UNION**

- 6.1 The Employer shall email or provide to the Local President, or his/her designate, one copy of the following:
- a) Within seven (7) calendar days the names of Employees who have been hired, dismissed, promoted, transferred or demoted.
  - b) Notice of extension of probationary period, suspension, or any disciplinary action placed on an employee's file within the bargaining unit.
  - c) Where a written expression of dissatisfaction has been given to an Employee, a copy thereof shall be forwarded to the local President unless the Employee requests that it not be sent. Where an Employee so requests, their request will be noted in writing and placed in the Employee's file.
  - d) Any notice pertaining to the application or agreed interpretation of this Agreement.
  - e) Upon request by the Union the Employer will furnish two (2) copies of seniority lists, provided that such a request shall not be made more frequently than every twelve (12) months.
- 6.2 The Employer shall, when notifying a person of their acceptance as an Employee, provide them in writing the starting rate of pay and the classification to which the employee is to be assigned. The employment letter may also include Company policies.

## **ARTICLE 7 - UNION ACCESS TO PREMISES**

- 7.1 An accredited Union Representative who wishes access to the Employer's premise to carry out inspections or investigations pertaining to the terms and conditions of this Agreement shall make a request for access to the Employer not later than twenty-four (24) hours in advance. The twenty-four (24) hour time period may be waived by mutual agreement between the Union Representative and a Senior Representative of the Employer. A request for access pursuant to this Article shall indicate the particular reasons(s) for which access is requested.
- 7.2 Where authorization is given pursuant to 7.1 herein, it shall only be given to carry out observation at reasonable times and such observations shall be carried out in such a way as to not interfere with the normal operations of the Employer.
- 7.3 Authorizations requested pursuant to this Article shall not be unreasonably withheld.

## **ARTICLE 8 - LEAVE FOR UNION ACTIVITIES**

- 8.1 Upon a request by the Union, the Employer will grant a leave of absence without pay for not more than two employees.

The said leaves shall not exceed seven (7) calendar days and are for the purpose of representing Employees at labour conventions, congresses, schools and seminars and Executive Council meetings. The aggregate leave granted under this Article shall not exceed eighteen (18) working days in any calendar year. A request for such leave shall be submitted in writing at least twenty-one (21) days in advance.

- 8.2 Upon a request being made by the Union, the Employer agrees to release, without pay, not more than two (2) employees to attend negotiation meetings with the Employer.
- 8.3 Upon a request by the Union, the Employer agrees to release, without pay, the two (2) Employees referred to in Article 8.2, for one (1) day for the purpose of pre-negotiations meetings.
- 8.4 It is recognized that the granting of all leaves is subject to business, operational and programming requirements. Where such a requirement prevents the release of a particular employee, the Union shall be permitted to request an alternate employee to be released. All leaves under this Article shall be in accordance with the "Protocol Agreement" in Appendix B.
- 8.5 Leaves sought under this Article shall not be unreasonably withheld.
- 8.6 The Employer will maintain the salaries and Employee benefits for those Employees who are on a Union Leave of Absence as defined above in this article and will be entitled to deduct from the union dues remitted, all salaries and statutory deductions owed to the Employer.

#### **ARTICLE 9 - UNION BULLETIN BOARD**

- 9.1 The Employer agrees to provide space on a bulletin board for the posting by the Union of announcements regarding elections, meetings and the internal affairs of the Union.

#### **ARTICLE 10 - UNION REPRESENTATIVES**

- 10.1 The Union shall furnish the Employer with a current list of the names of the bargaining unit members authorized to represent the Union in its relations with the Employer, The Local Union agrees to keep the Employer currently advised of its Executive Board members and stewards.

#### **ARTICLE 11 - NON-DISCRIMINATION**

- 11.1 Employees shall enjoy equal rights under this Agreement regardless of race, nationality or ethnic origin, colour, religion, age, sex, marital status, family status, sexual orientation, disability or conviction for an offense for which a pardon has been granted, or for any other reason prohibited by law.

The above is subject to Section 15 of the Canadian Human Rights Act.

#### **ARTICLE 12 - STRIKES AND LOCKOUTS**

- 12.1 The Union will not cause nor permit members of the bargaining unit to cause, nor will any member of the bargaining unit take part in, any strike, either sit down or stay in, or any other kind of interference whatsoever or any other stoppage, total or partial, of any of the Employer operations during the term of this Agreement. The Employer will not cause or permit a lockout of any member of the bargaining unit during the term of this Agreement.
- 12.2 The Employer shall not require a bargaining unit Employee to perform the work of another Employee who is participating in a lawful strike or lockout expressly for the purpose of strike breaking.
- 12.3 Any Employee covered by this Agreement shall have the right to refuse to cross a legal picket line, and such crossing or refusal to cross shall not be considered grounds for disciplinary action by either party to this Collective Agreement.
- 12.4 The provision of Article 12.3 shall not apply to News and Engineering Employees where in the opinion of the Employer the nature of the assignment requires such crossing.
- 12.5 The provisions of this Article do not entitle employees to refuse work related to the transmission or receipt of feeds to or from other sources because the employees at that source are involved in a strike or lockout.

#### **ARTICLE 13 - NON-COMPETITION / NON EXTRA CURRICULAR ACTIVITY**

- 13.1 Full time employees and Part time on-air talent shall not engage in activities or work where such activities or work constitutes direct competition or conflict of interest with the Employer. An Employee shall not engage in any activities outside of work where the same affects their work with the Employer, nor shall an Employee engage in any activity where the same could adversely affect the public image of the Employer. In cases where an employee is not certain that his/her outside activity complies with this article, such an employee shall request written authorization from her/his manager.

#### **ARTICLE 14 - GRIEVANCE PROCEDURE**

- 14.1 It is mutually agreed that it is the spirit and intent of this Agreement to process and adjust as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.
- 14.2 "Grievance" is defined in Article 3.11 of this Agreement.

- 14.3 It is understood that an Employee shall have no grievance unless the Employer has first been given the opportunity to address and deal with the complaint informally. This shall not apply in the case of discipline.
- 14.4 In the event an alleged difference between a member or members of the bargaining unit and the Employer, in reference to the application, administration, interpretation or alleged violation of this Agreement is not settled informally, the following shall be the procedure for adjustment and settlement thereof:

**STEP 1:**

The grievance shall be reduced to writing and copies thereof delivered to the griever's immediate Supervisor within ten (10) days from the date the Employee became aware, or could reasonably be expected to be aware of the occurrence giving rise to the grievance. The Supervisor, on receipt of the grievance, shall attempt to settle the grievance with the Employee and the Employee may, if they so elect, have a Union Steward with them to represent or assist.

**STEP 2:**

If the grievance is not settled within ten (10) days of its receipt by the Supervisor as described in Step 1, the grievance shall be discussed with the Company Grievance Committee and the Union Grievance Committee (including the National Representative), each consisting of not more than three (3) members. Such meeting shall take place within ten (10) days of the request for a meeting.

**STEP 3:**

- (i) If the grievance is not settled at Step 2, either party may, within thirty (30) days of the meeting described in Step 2, via registered mail or fax, submit the grievance to final and binding arbitration,
- (ii) Employees shall suffer no loss of regular pay or other benefits while attending grievance meetings with the Employer. All time limits and procedures found in the grievance procedure and arbitration procedure are mandatory and not merely directory. Such time limits and procedures may only be extended by mutual agreement of the parties in writing.
- (iii) Either party may file a policy grievance at Step 2 where the matter is not appropriate to be grieved as an individual grievance. If not satisfactorily settled at Step 2, either party may refer the matter to arbitration as provided in Step 3.
- (iv) If an Employee is dismissed, the matter may be referred to Step 2, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Article 15.

- (v) Any time limit mentioned hereunder the grievance and arbitration procedure shall exclude Saturdays, Sundays and general holidays.

#### **ARTICLE 15 - ARBITRATION**

- 15.1 A party referring a grievance to arbitration shall give notice of referral to arbitration by registered mail or fax. The notice shall contain a copy of the original grievance, as well as a list with the names of three (3) preferred arbitrators.
- 15.2 A person selected as Arbitrator shall in no way be involved directly in the controversy under consideration, nor have a personal or financial interest in either party to the dispute.
- 15.3 The notice of referral to arbitration must be made in writing to the other party within thirty (30) calendar days from the formal grievance decision of the party denying the grievance with the list of three (3) preferred arbitrators.

Within ten (10) calendar days thereafter, the other party will select an arbitrator from the list or itself nominate three (3) different arbitrators. If, within a further period of ten (10) calendar days, the parties are unable to agree upon an arbitrator, either party may then request that the Federal Minister of Labour assist them in selecting an impartial arbitrator. Such time limits and procedures may only be extended by mutual agreement of the parties in writing.

- 15.4 A decision of an Arbitrator shall be final and binding upon the parties. The Arbitrator however may not, by his/her decision, modify, change, waive, abridge or alter or extend any of the terms of the Agreement, nor render a decision which is inconsistent with the terms of this Agreement, nor award legal costs against either party.
- 15.5 The cost and/or expenses of arbitration shall be borne equally by the Employer and the Union.
- 15.6 In the event an Arbitrator finds that an Employee has been wrongly suspended, discharged or otherwise disciplined and has lost wages and/or benefits as a result thereof, the Employee may be reinstated with or without pay and/or with or without benefits which were lost as a result thereof.

#### **ARTICLE 16 - PROBATION**

- 16.1 Probationary Employees: Full-time Employees shall be probationary Employees for a period of six (6) months from the commencement of their employment with the Employer.
- 16.2 Part time Employees shall be probationary Employees for a period of seven hundred and eighty (780) hours worked from the commencement of their employment with the Employer.

- 16.3 Time lost by full time probationary Employees may be discounted from their probationary period.
- 16.4 The Employer may release a probationary Employee at any time during their initial probationary period without notice or pay in lieu thereof, and such release shall be deemed to be for just cause.

### **ARTICLE 17 - SENIORITY**

- 17.1 Seniority shall be deemed to have commenced on the last date of hire by the Employer into the bargaining unit.
- 17.2 Seniority credit (not service) shall continue to accrue while an Employee is on leave granted by the Employer to a maximum period of one (1) year.
- 17.3 An Employee shall lose seniority and shall be deemed to be terminated in the event:
- (a) They resign or retire;
  - (b) They are discharged and the discharge is not reversed through the Grievance or arbitration procedure;
  - (c) They have not been active at work for a period of twelve (12) months for reasons other than an authorized leave of absence. Where the Employee is not active at work by reason of illness or sickness, and is in receipt of long term disability benefits, the Employee may retain but not accumulate seniority.
  - (d) Fails to return to work upon the completion of an authorized leave-of-absence without a valid excuse, or uses a leave-of-absence for purposes other than those for which the leave-of-absence was granted.
  - (e) Fails to return to work from a layoff within ten (10) calendar days from the date a notice to return is delivered to the Employee's last known address.
  - (f) They are absent for five (5) consecutive days without reporting the absence and without a reasonable explanation (i.e. hospitalization).

### **ARTICLE 18 - LAYOFFS AND RECALLS**

- 18.1 When layoffs of Employees are to be made, the Employer shall determine which jobs are to be left vacant or abolished and the number of Employees to be laid off. The Company shall advise employees and the union, by way of a notice posted in the workplace, five (5) weeks in advance of the proposed layoff. In lieu of such notice, the Company shall pay an affected employee five (5) weeks pay or a combination of pay and notice. Employees who are displaced in accordance with article 18.5 shall be deemed to have received notice of layoff at the time of the posted notice.

- 18.2 The Company may offer a senior employee within an affected job or classification a voluntary separation package as part of a work force reduction program. The Company agrees to consider an application from a senior employee, in an affected job or classification, who may wish to volunteer to be laid off if it would prevent the layoff of a junior employee.
- 18.3 Where Employees are to be laid off from a job, such layoffs shall proceed in inverse order of seniority from within the same job, provided that no Employee is to be displaced by a more senior Employee unless the latter meets the qualifications for the position.
- 18.4 A full time Employee to whom notice of layoff has been given may apply her/his seniority to another job at the same or lower wage level provided she/he possesses the qualification requirements as set by the Employer, and is capable of efficiently performing the job to which they wish to apply their seniority, within a four (4) week familiarization period. Employees who are eligible to displace another employee but elect to be laid off from their employment shall, in addition to the payments under Article 18.7, receive one (1) additional week of severance pay per year of service to a maximum of twelve (12) additional weeks of severance pay.
- 18.5 An Employee who wishes to exercise her/his bumping rights shall do so within four (4) working days of the date on which the notice of lay-off had been given to them. It is understood that an employee's bumping rights are limited to their location only. If an employee fails to notify the Company in writing of her/his bumping choice within the four (4) day period, she/he will be deemed to have abandoned her/his bumping rights.
- 18.6 If an employee who exercised her/his bumping rights has successfully performed the duties in the new classification, the employee will be transferred to the position following the familiarization period. An employee who succeeds in the familiarization period shall be placed on the new wage scale upon completion of the familiarization period in accordance with her/his years of experience in the new job. In the event the employee has not demonstrated his/her 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 elect either recall or severance.
- 18.7 An Employee given layoff notice may request severance pay at the time of layoff however, where such request is made it is recognized by both parties that upon receiving severance pay any recall rights as set forth in this agreement are relinquished and the Employee shall be considered terminated. Severance pay as contemplated by this Article shall be based on two and one half (2.5) week's pay for each year of continuous service with the Employer to a maximum of thirty (30) weeks, prorated to the nearest full month of employment. The severance pay shall be deemed to include any severance payment pursuant to any statute.

- 18.8 The Employer agrees that it will not consistently schedule overtime for the purpose of causing or extending layoffs.
- 18.9 No new Employees will be hired for a job until those laid off or bumped from that job with recall rights have been given an opportunity of recall.
- 18.10 An employee who elects to be on recall (rather than receiving severance) shall have recall rights for one year. Recall from Layoff: When a full time permanent vacancy occurs in a job for which a laid off Employee is qualified, the Employer agrees to rehire in the inverse order of layoff, those Employees who have recall rights. It is understood that if an Employee exercised their bumping rights, that they would receive the first right of recall into their former job. The Employer agrees to notify the Employees concerned by registered mail or personally delivered mail to the laid off Employee's last known address, which had been provided to the Employer.
- 18.11 The Employer's responsibility will be considered fulfilled if the Employer gives notice of recall by either personal contact, by telephone or by mail, registered or delivered to the address last given to the Employer by the Employee.
- 18.12 An Employee who, pursuant to this Article has exercised their seniority, shall, subject to this Agreement, retain recall rights to their previous job for one (1) year, should the Employer decide to fill a vacancy in their previous job.
- 18.13 The Employer shall not use non-bargaining unit employees to perform bargaining unit work to the extent that the same would result in the layoff of a bargaining unit employee or result in failure to recall a bargaining unit employee on layoff who is qualified to perform the work.

#### **ARTICLE 19 – HOURS OF WORK**

- 19.1 The normal work day and week for all full time Employees shall be eight (8) hours in any day and forty (40) hours in any week, exclusive of meal periods.
- 19.2 The work week shall commence at 12:01 a.m. Monday.
- 19.3 Where an Employee elects by personal choice to reside in a city or town other than in their principal work site, the Employee shall take whatever steps are necessary to ensure their attendance at work as scheduled.
- 19.4 In the event of split shifts, except by mutual agreement between the Employee and their supervisor, there shall not be more than two (2) such shifts within any day. A meal break or other break, or overtime or call-back shall not be construed as creating a split shift. This shall be applicable to full time Employees and part time Employees.



## **ARTICLE 20 – OVERTIME**

- 20.1 The parties recognize there are business, programming and operating requirements which necessitate overtime work being performed. The Employer, however, will not require Employees to work an excessive amount of overtime.
- 20.2 Except for on-air personnel, and except where for continuity of the assignment or work, where a specific Employee may be required, employees may refuse to work unscheduled overtime. However, if all qualified employees in the job refuse to work, the employer may assign the work to the junior employee. No employee in exercising the foregoing right of refusal will be penalized for refusing to work such unscheduled overtime, except in an On-Air Emergency.
- 20.3 All hours worked in excess of eight (8) hours in any day and forty (40) hours in any week will be compensated at one and one-half (1 ½) times the basic hourly rate of the Employee.
- 20.4 Where an Employee has been required to work overtime, the Employee and their Department Manager may mutually agree that the Employee be granted time off in lieu of overtime at the rate of one (1) hour of paid time off for one (1) hour of overtime.
- 20.5 The date or dates when the time off may be taken shall be as mutually agreed between the Employee and their Department Manager.
- 20.6 All overtime, in order to qualify for overtime compensation, must be authorized or approved by the Department Manager.
- 20.7 The maximum time which may be accumulated pursuant to this Article or any other Article shall be the equivalent of forty (40) straight time hours during any calendar year. All accumulated time shall be taken at a time mutually agreed between the Employer and the Employee but no later than April 30<sup>th</sup> of the following year. If there is no mutual agreement by the said date, the Employer shall assign the time for taking the time off or the Employer may elect to pay the Employee for the accumulated hours. Time off shall be paid at the salary at which time was earned.
- 20.8 All overtime compensation claims shall be filed with the Employer on the timesheet applicable for the period in which the overtime was worked. Where an overtime claim has not been filed, or where a timesheet is not submitted for such a period, there shall be a presumption that no overtime was worked.

## **ARTICLE 21 – POSTING WORK SCHEDULES**

- 21.1 Each Employee's schedule for any week shall be posted as early as is reasonably possible but, in no event, later than three (3:00) pm on the Monday, six (6) days prior to the week in question. It is the intent of the foregoing to ensure that each Employee is advised of their work schedule at the earliest reasonably possible

time, but it is understood that circumstances do arise which require the changing of schedules. Employees shall be entitled to make a photocopy of their current work schedules.

- 21.2 Each Employee's schedule shall state clearly the daily starting and normal finishing time, and days off.
- 21.3 In the event that Employee's schedule for any week is not posted in accordance with this Section, the previous weekly schedule shall carry over until a new schedule is posted, subject to all of the provisions of the Collective Agreement.
- 21.4 After this posting and subject to Article 21.6 below, there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by four (4:00) pm of the day prior to the day in question. When an Employee is on duty, the Employer will be deemed to have given notice when such notice is posted and the Employer has made every reasonable effort to reach the Employee. If the Employee is off duty or on a remote assignment, the Employer will notify the Employee directly or give such notice to a person at the Employee's residence. If such notice is not posted or the Employee, when on a day off or on a remote assignment has not been notified, the Employee shall be credited with all hours originally scheduled plus any additional hours.
- 21.5 Notice of changing of starting time shall be given by twelve (12:00) noon of the day before the day affected. If such notice is not given, the Employee shall be credited with all hours originally scheduled plus any additional hours.
- 21.6 The notice referred to in 21.4 and 21.5 herein shall be deemed to be waived where an unforeseen circumstance beyond the control of the Employer prevails on the day in question (including the failure of another Employee to notify the Employer of circumstances necessitating the change) or where there is mutual agreement between the Employer and the Employee to waive the notice.

## **ARTICLE 22 -- SCHEDULED DAYS OFF**

- 22.1 There shall be two (2) consecutive days off. These two (2) consecutive days off may be in separate work weeks, i.e. Sunday and Monday. The five (5) work days in any work week need not necessarily be consecutive. They may be separated by the two (2) consecutive days off.
- 22.2 The two (2) consecutive days off shall consist of forty-eight (48) hours plus the turnaround period of ten (10) hours for a total of fifty-eight (58) hours. A single day off shall consist of twenty-four (24) hours plus a turnaround period of ten (10) hours for a total of thirty-four (34) hours. Where two (2) consecutive days off in one (1) week are taken contiguously to the two (2) consecutive days off in the following week, only one (1) turnaround period shall apply.

**ARTICLE 23 – WORK ON SCHEDULED DAYS OFF**

- 23.1 When an Employee is required to work on their scheduled day off or days off, all work performed on that day or those days shall be compensated on the basis of one and one-half (1½) times the Employee's basic hourly rate.
- 23.2 An Employee who is required to work their scheduled day off shall be guaranteed a minimum credit of three (3) hours in respect of each scheduled day off they are required to work. The minimum credit shall not apply in the case of a call-back.
- 23.3 Nothing herein precludes an Employee and their Supervisor from mutually agreeing to change an Employee's scheduled day off and in such case the overtime provisions shall not apply.
- 23.4 Where an Employee has been required to work on their scheduled day off, the Employee and their Department Manager may mutually agree that the Employee may be granted compensating time off in lieu of overtime pay. The date or dates when the time off may be taken shall be as mutually agreed between the Employee and their Department Manager, provided, however, that if mutual agreement is not reached within a reasonable time, the Employee shall be paid for the time worked or the Employer may assign the time off. Any such "in lieu" hours shall be included within the maximum limit provided for in Article 20.7.

**ARTICLE 24 – TURN-AROUND**

- 24.1 A turn-around period is the period of at least ten (10) hours between the end of one (1) hour of duty and the commencement of the next tour of duty.
- 24.2 All time scheduled and/or worked, and any meal period during any of the turn-around periods shall be compensated for, in addition to the regular basic rate, at one-half (1/2) times such basic rate for the portion of such assignments which encroaches on the turn-around period.
- 24.3 No payments shall be made for the following encroachments:
- (a) Where the encroachment occurs as a result of employee self-signing;
  - (b) Where the encroachment occurs as a result of a leave granted under Article 8;
  - (c) Where the encroachment occurs as a result of a call back.

**ARTICLE 25 – CALL BACK**

- 25.1 An Employee called back to work after having completed their shift of work on the day in question shall be paid at the rate of one and one-half (1½) times their basic hourly rate with a minimum credit of three (3) hours at their basic hourly rate, or

paid as if their shift continues uninterrupted on that day. The minimum call-back credit shall apply once only during any twenty-four (24) hour period.

- 25.2 Where an Employee is called back on more than one occasion between the finish of a shift and the commencement of their next scheduled shift, they shall be entitled to the minimum credit of three (3) hours only with respect to the first call in.
- 25.3 Call-back provisions shall not apply where the Employee returns to work to complete an assignment that they ought to have completed before leaving work.

#### **ARTICLE 26 – TEMPORARY UP-GRADING**

- 26.1 Where an Employee is temporarily assigned to perform a job within a job classification in a higher wage scale than the job classification to which they are normally assigned, they shall be paid the following for that work in addition to the salary for the job to which they are normally assigned:
- (a) The amount of six (\$6.00) dollars where they are assigned to a higher job classification for a period between two (2) and four (4) hours on any one tour of duty; and
  - (b) The amount of twelve (\$12.00) dollars where the Employee is assigned to a higher job classification for more than four (4) hours on any one tour of duty.
- 26.2 The additional pay provisions set forth above in this article shall not apply in cases where:
- (a) The work of a higher job classification is performed on an intermittent or irregular basis during the shift of work; or
  - (b) The work of a higher job classification is for a period of less than two (2) hours during the shift of work; or
  - (c) The Employee is assigned to work in a higher job classification for training or trial, for a maximum of twenty (20) working days except if the Employee is covering for another Employee who is on vacation; or
  - (d) An Employee is covering the first day of illness or accident of another Employee.
- 26.3 The temporary upgrading provisions shall apply to an Employee who is temporarily assigned by the Employer to the responsibilities of a supervisor or manager, where the supervisor or manager is absent and is replaced by the Employer with a bargaining unit Employee.

## **ARTICLE 27 – MEAL PERIODS AND BREAKS**

- 27.1 Subject to Article 27.2, all Employees shall be allowed an unpaid lunch period of sixty (60) minutes duration. Where production or programming requirements do not permit a break, Employees shall be permitted to eat on the job. Where an Employee works during their meal period, they shall be given equivalent time off immediately preceding the end of the shift or 'shall be paid for the time worked during the lunch period.
- 27.2 An Employee and their Supervisor or Department Manager may mutually agree to an unpaid lunch period of less than sixty (60) minutes duration.
- 27.3 The existing flexible arrangements whereby Employees may take reasonable break periods at appropriate times will continue in effect. The arrangements will not be abused.

## **ARTICLE 28 – PROMOTIONS AND TRANSFERS**

- 28.1 Where the Employer decides to fill a vacant bargaining unit position on a permanent basis, such vacancy shall be posted a minimum of (5) days prior to filling the position.
- 28.2 Promotions and transfers within the bargaining unit shall be based upon qualifications established by the Employer. The Employer shall award the position to the applicant who in its opinion best meets the qualifications it has established for the position. Where two or more applicants, who are relatively equal and satisfactorily meet the level of qualifications, the position shall be awarded to the Employee with the most seniority.
- 28.3 Where in the opinion of the Employer there is no bargaining unit applicant who satisfactorily meets the level of qualifications established for the position, the Employer may hire from any source.
- 28.4 The Employer shall act bona fide and in a non-discriminatory manner when establishing qualifications for a posted position.
- 28.5 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 the Employee's attention to any shortcomings which may affect their opportunities for advancement.
- 28.6 An Employee promoted to fill a vacancy in a higher job classification or laterally transferred to another job function, shall be on a trial period in such job for a period of three (3) months, however, the period may be extended to a total of six (6) months.

The Employer may, for good reason during this time period, return the Employee to their former job. **At** the conclusion of a successful trial period the Employee

- shall be advised, in writing, that this promotion or transfer has been made permanent.
- 28.7 No Employee shall be permanently transferred or assigned to a position outside their location without their consent, and the Employee will not be penalized for such refusal.
- 28.8 Employees who perform in a job classification on a temporary basis, different from their regular job classification, will not be penalized for inadvertent errors committed in good faith.
- 28.9 Except in the case of a layoff or bumping, no Employee shall be permanently transferred or assigned to another job classification within the bargaining unit where such transfer or assignment would result in a reduction in the Employee's regular salary and/or where the Employee would be transferred or assigned to a job within a lower group of jobs.

#### **ARTICLE 29 – EXPRESSIONS OF DISSATISFACTION**

- 29.1 An Employee shall be notified in writing of any written expression of dissatisfaction which may be detrimental to the employee's advancement or standing with the Employer as soon as is reasonably possible. If this is not followed, such expressions of dissatisfaction shall not become part of the Employee's record for use against them at any time.
- 29.2 The Employee shall sign the expression of dissatisfaction acknowledging receipt. Such signature shall not be considered as necessarily concurring with the contents.
- 29.3 The Employee's reply in writing to such expression of dissatisfaction, if received within a reasonable period of time after they have been given the notice referred to in Article 29.1, shall become part of their record.
- 29.4 An Employee shall have access to their personnel performance file in the presence of their Department Manager during office hours, at a mutually agreeable time, but in no event later than three (3) working days after the initial request. Except in the event of a grievance, this access shall be limited to once in any six (6) month period.
- 29.5 Any disciplinary action more than twenty-four (24) months old will be expunged from the employee's personnel file provided the employee has not incurred further disciplinary action in the intervening period. Absences due to sickness or leave of absence shall not be included in the calculation.

**ARTICLE 30 – DISMISSALS, RESIGNATIONS AND RELEASE FROM EMPLOYMENT**

- 30.1 Except for probationary employees and except as otherwise provided in this Agreement, no Employee will be disciplined or discharged except for just cause.
- 30.2 An Employee who has passed probation shall be informed in writing of the Employer's decision and reason to discharge or discipline him/her.
- 30.3 Employees are entitled, at their option, to union representation at any meeting which will, or is likely to, result in discipline. In the event an employee declines to have a Union representative present at the meeting, the employee's decision will be noted on the disciplinary letter. If a dispute arises over whether or not an employee was given the opportunity to have a Union Representative in a meeting, there shall be another meeting scheduled with the employee, a Local Union Officer and management. No disciplinary action will be effective until after the subsequent meeting. The subsequent meeting will be held at the earliest convenience of all the parties involved.
- 30.4 Any Employee, when resigning, will give the Employer two (2) weeks' notice in writing.
- 30.5 Due to the uniqueness of the conditions of employment for "On-Air" performers, extraordinary compensation arrangements may be necessary. It is therefore agreed that the Company may enter into special, fixed length contracts with "on-air" staff individually to cover compensatory provisions, providing that such terms as a package, are not inferior to the terms (as a package) contained in the Collective Agreement.

If the Collective Agreement and the personal service contract conflict, the Collective Agreement shall apply. However, where the personal service contract exceeds the terms of the agreement, or sets terms and conditions of employment where the collective agreement is silent, the employment contract shall apply.

Such contracts may contain a non-compete clause within the Winnipeg broadcast area.

In recognition of the Union's status as exclusive bargaining agent, the Union may represent employees within the bargaining unit, at an employee's option, in the negotiation of On-Air talent contracts.

- 30.6 Due to the nature of television programming and the subjective relationship of on-air performance to success, the Employer requires and reserves the exclusive right to release from employment any employee who is assigned, in whole or in part, to on-air duties in its sole discretion. Such right to release an Employee shall not be used as a disciplinary measure and shall be in addition to, and not in substitution for, the Employer's rights to apply discipline, which may only be exercised for just cause.

If, in the Employer's sole discretion, an Employee who is assigned, in whole or in part, to on-air duties has some degree of control over their suitability for programming requirements, then the Employer, before releasing an Employee pursuant to this article, will identify in written communication to the Employee those things which could correct their suitability for program requirements. If the Employee has not, in the Employer's sole opinion, met the programming suitability requirements within a thirty (30) day period following receipt of the written communication referred to herein, the employee shall be released from employment.

An employee released pursuant to Article 30.6 shall select one of the following options:

- (a) Receive severance pay outlined in their personal services contract. (In the event that a non-compete clause is stipulated in the personal services agreement, severance will be, at a minimum, equal to the non-compete period), or;
- (b) Receive severance pay equal to 3 weeks per year of completed service to a maximum of 52 weeks, or;
- (c) Exercise their rights and privileges under the collective agreement including the right to exercise his/her seniority to displace a less senior employee in any job classification (other than an "On-Air" Talent classification) as per Article 18.4.

### **ARTICLE 31 – TECHNOLOGICAL CHANGE**

31.1 Pursuant to Section 51 of the Canada Labour Code, the parties agree that, during the term of this agreement, Section 52, 54 and 55 shall not apply to them.

31.2 The provisions of this Article are intended to assist Employees affected by Technological Change, as hereinafter defined, to adjust to the effects of such change.

31.3 In this section "Technological Change" means:

- (a) The introduction by Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by it in the operation of the work, undertaking or business; and



- (b) A change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

31.4' The procedure for dealing with the Technological Change that is likely to affect the terms, conditions or security or employment of more than ten (10%) percent of the bargaining unit Employees is as follows:

- (I) The Employer will notify the Union of such a Technological change at least one hundred and twenty (120) days prior to the date on which such change is to be implemented. Such notice shall be in writing and shall state:
  - (a) The nature of the Technological Change;
  - (b) The date upon which the Employer proposes to implement the change;
  - (c) The approximate number and type of Employees likely to be affected by the Technological Change;
  - (d) The effect that the Technological Change is likely to have on the terms and conditions or security of employment of the Employees affected.
- (II) Upon receipt of such notice by the Union, the parties shall arrange a meeting or meetings for the purpose of conducting discussions.
- (III) An Employee who is displaced through Technological Change may:
  - (a) Seek to invoke any seniority job rights they may hold pursuant to the Agreement; or
  - (b) Avail themselves of any training program offered by the Employer which provides re-training for Employees so affected; or
  - (c) Accept severance pay as hereinafter provided.
- (IV) Where an Employee has been displaced through Technological Change and where in the Employer's opinion there *is* a reasonable expectation that the Employee would be able to perform satisfactorily in another job after a reasonable training period, the Employer will provide reasonable retraining.
- (V) Severance pay as contemplated by this Article shall be based on two and one half (2.5) week's pay for each year of continuous service with the Employer to a maximum of thirty (30) weeks, prorated to the nearest full month of employment. The severance pay shall be deemed to include any severance payment required pursuant to any statute or to any other Article in this Agreement. Acceptance of severance pay will be classed as a voluntary resignation with termination of the Employee's seniority and employment rights.

### **ARTICLE 32 – SICK LEAVE**

- 32.1 The parties recognize that the Employer heretofore considered sick leave on an individual basis, having regard for the circumstances relating to individual cases, and agree that the existing practice of considering sick leave on an individual basis in a conscionable manner shall continue to remain in effect.
- 32.2 Notwithstanding any provisions of the Agreement concerning overtime pay, it is agreed that where an Employee has been paid for sick leave during any week and where there is, in fact, reason to believe the Employee could have been at work, they may only be paid overtime pay during that week where they have actually worked more than forty (40) hours during that week.
- 32.3 When taken ill the Employee shall notify their department head at the earliest possible opportunity. The Employee shall offer proof, satisfactory to the Employer, of their illness, if requested to do so by the Employer.
- 32.4 The Employer shall reimburse the Employee for any costs incurred as a result of providing satisfactory proof of said illness.
- 32.5 Sick leave shall not be paid where the Employee is receiving payment from any other source as a result of their absence from work due to sickness or accident.
- 32.6 The Employer may require an Employee to undergo a medical examination by a mutually agreed upon specialist at the Employer's expense. This may be required when it is necessary to determine the cause of absenteeism or establish the state of health of a particular Employee, or a safeguard for other members of staff. At the time of the examination the Employee will be advised whether they are well enough to return to work. If the Employee so requests, in writing, the results of an examination will be conveyed to the Employee's personal physician.

### **ARTICLE 33 – HEALTH BENEFITS**

- 33.1 It is mutually agreed that the benefits contained in the CHUM Limited Employee Benefit Plan Policy Number GGC-2190 Division 92, shall remain in effect until December 31, 2008.
- 33.2 Effective January 1, 2009, the union recognizes the benefits contained in the Rogers Broadcasting Limited Employee Benefit Plan, in respect to:
- Life insurance
  - Disability Income
  - Hospital Expense Benefit
  - Medical and Dental Care Benefits
  - Continuation of Medical Benefits
  - Accidental Death and Dismemberment Insurance
  - Employee Assistance Program

The Company agrees to pay one hundred percent (100%) of the cost of the Plan covering employees, their spouses and children until December 31<sup>st</sup>, 2008. As of January 1, 2009, those employees enrolled in the Rogers Benefits Plan will be required to pay 25% of premiums; the company will pay 75% of premiums for the duration of the collective agreement.

The company will not reduce any of the benefits contained therein during the life of this Agreement without the approval of the Union. The Company reserves the right to introduce flexible benefit plan options provided any such changes have been discussed with the Union prior to implementation and will not reduce the overall value of the benefit plan.

- 33.3 Eligibility for employment coverage and benefits provided under the plans shall be set forth in the respective plans.
- 33.4 The Employer undertakes to continue the Defined Contribution Pension Plan implemented July 1, 1982, until December 31, 2008. Effective January 1, 2009, the Rogers Broadcasting Limited Defined Benefit Pension Plan will be implemented. The said plan will continue to embody the following features;
- a) The Plan is Federally Regulated and is locked in with vested rights after two years. Those employees enrolled in the Defined Contribution Plan as at March 20, 2008, shall be deemed to have vesting rights in the Rogers Defined Benefit Plan, as of January 1, 2009.
  - b) Employees will be eligible for enrollment after having been employed for three (3) months in the case of a full time employee and equivalent time worked in the case of a part time employee. Enrollment is optional.
  - c) Employee contributions to the Plan will be based on an employee's basic salary as follows:
    - 3.35% of personal pensionable earnings up to the YMPE and 5% of pensionable earnings in excess of the YMPE

#### **ARTICLE 34 – LEAVE FOR CHILD CARE RESPONSIBILITIES**

- 34.1 Employees shall be entitled to leave for child care responsibilities as set forth in Division VII of the Canada Labour Code.

#### **ARTICLE 35 – BEREAVEMENT LEAVE**

- 35.1 Where an Employee is required to be absent due to the death in their immediate family (i.e., legal guardian, mother, father, spouse, brother, sister, child, grandparent, father-in-law, mother-in-law or any relative permanently residing in the Employee's household or where the Employee resides), they shall be granted a leave of absence with regular salary on any of their scheduled working days that occur during the four (4) days immediately following the day of the death.

35.2 When an Employee is required to be absent due to a death of a brother-in-law, sister-in-law, aunts or uncles, they shall be granted a leave of absence with regular salary for two (2) days at the discretion of the Employer.

35.3 At the Employer's discretion, additional leave with or without salary may be granted for the purpose of travel and in mitigating circumstances.

#### **ARTICLE 36 – JURY AND WITNESS DUTY**

36.1 An Employee who has been called to serve as a juror, or who is subpoenaed as a prosecution or defense witness in a non-civil court proceeding, or is subpoenaed as a witness by or on behalf of the Employer in any Court of law, shall be granted leave-of-absence with pay for all scheduled hours they are required at Court, provided that the Employee remits to the Employer any monies received, other than for reimbursement of actual expenses.

36.2 Where an Employee is assigned to an afternoon and/or evening shift, they shall normally not be required to work on a day they are required to serve as a juror or crown witness unless they are discharged as a juror or crown witness before 1:00 pm on the day in question.

#### **ARTICLE 37 – LEAVE WITHOUT PAY**

37.1 Leave without Pay: The Employer will consider a request for a leave-of-absence without pay and the granting of the same shall be at the discretion of the Employer and shall depend upon the circumstances which gave rise to the request and having regard for business, programming and other operational requirements.

#### **ARTICLE 38 – TRAINING AND EDUCATIONAL SEMINARS**

38.1 Where an Employee is authorized or required by the Employer to attend an educational or training program, the following shall apply:

- (a) If the same is attended on the Employee's scheduled day of work, the Employee shall not suffer a loss of regular pay as a result of attending.
- (b) If the same is attended on the Employee's scheduled day off, the Employee shall be given equivalent time off.
- (c) No overtime penalties or premiums shall be paid where an Employee is absent from work in accordance with this Article.
- (d) Where an Employee attends an educational or training program on their scheduled day off of their own volition, Article 38.1(a) shall not apply.

- (e) An Employee shall be reimbursed for all reasonable expenses incurred under this Article including course material, meals and travel, which are to be approved in advance by the Employer.
- (f) An Employee who has been in the employ of the Employer for (12) twelve months or more, who wishes to enroll in an educational or training program may, at the Employer's discretion have up to one hundred (100%) percent of the cost thereof paid by the Employer where the educational or training program is directly related to the Employee's current job and/or where the program has the potential for helping the Employee prepare for other employment opportunities which may become available with the Employer.
- (g) Reimbursement for the educational or training program shall be contingent on the written approval, in advance by the Employer and the Employee attaining a 70% grade for the educational or training program.
- (h) For those Employees who were not required to take said educational or training program and subsequently quits their job the following shall apply:
  - (i) Prior to fulfilling six (6) months of employment after completing the educational or training program the Employee shall reimburse the Employer for the total amount (100%) that the Employer contributed to the educational or training program payment.
  - (ii) Prior to fulfilling one (1) year of employment after completing the program but after completing six (6) months, the Employee shall reimburse the Employer for one half (1/2) of the amount that the Employer contributed to the educational or training program payment.
  - (iii) Prior to fulfilling two (2) years of employment after completing the program but after completing one (1) year, the Employee shall reimburse the Employer for one quarter (1/4) of the amount that the Employer contributed to the educational or training program payment.

### **ARTICLE 39 – HEALTH AND SAFETY**

- 39.1 The Union may discuss with the Employer any working conditions which the Union believes are detrimental to the health or safety of the Employees.
- 39.2 The Union and the Employer agree to establish a joint Labour/Management Health and Safety Committee which will meet on a regular basis and will consist of a number of persons selected by management and an equal number of persons selected by the Union. The Employer and the Union further agree that such a Committee will operate as outlined under the Canada Labour Code.

- 39.3 A properly supplied first-aid kit will be located at the station. **All** vehicles provided by the Employer shall contain safety partitions and Government approved winter survival kits. Employees shall not remove survival kits from vehicles, except in an emergency, and shall be responsible for checking the vehicle's kit before leaving on a remote assignment to ensure it has not been removed from the vehicle or stripped of its components. The Employees shall advise a supervisor immediately if the kit is incomplete or damaged.
- 39.4 A transmitter vehicle required to travel to and from remote sites shall also be equipped with a means of communication in good working order.
- 39.5 The Employer agrees to provide adequate winter parkas and gloves and necessary safety devices for the following Employees on assignments, including all shooters (both ENG and EFP), engineers and the remote host.

#### **ARTICLE 40 -TRAVEL PROVISIONS AND EXPENSE**

- 40.1 The Employer shall reimburse an Employee for all necessary travel expenses where such travel is required and authorized by the Employer and is in the course of the Employee's employment.
- 40.2 Use of the Employee's own automobile in connection with their assigned duties must be previously authorized by the Employer before reimbursement will be made.
- 40.3 Where the Employee uses their own automobile, the per kilometer rate shall be \$0.46 per kilometer.
- 40.4 The use of an Employee's vehicle in the course of their employment shall not be compulsory except where at the time of hire the use of the Employee's vehicle was a condition of employment. The Employee shall be responsible for maintaining appropriate insurance on their vehicle if it is used in the course of their employment. An Employee shall not unreasonably withhold agreement to use their personal vehicle.
- The Employer agrees to maintain appropriate liability insurance on any vehicle owned or leased by the Employer.
- 40.5 An Employee shall not drive Employer vehicles if their right to do so is in any fashion restricted and shall immediately advise the Employer in the event of restrictions being imposed upon them.
- 40.6 Additional costs of insurance incurred by the Employer and resulting directly from demerits earned by an Employee shall be deducted from Employee's wages.
- 40.7 Where an Employee uses their vehicle in connection with Employer business and becomes involved in an accident and the damage to their vehicle cannot be

recovered from another person or persons, the Employer will pay all or part of the damage costs to the Employee's vehicle to a maximum of \$500.00. The Employer will not consider any payment where the accident was due to an Employee's negligence or such negligence.

40.8 Subject to this Article, Employees shall be credited with all time used during their day's assignment in which travel is authorized. All time traveled to and from work shall not be considered as time worked.

40.9 Where an Employee is on assignment at a location beyond fifty (50) Kilometers of the City of Winnipeg during a normal meal period, the Employee shall be reimbursed for the cost of the meal upon the presentation of a receipt to the following maximums: (for trips to the United States, such maximums will be applied in U.S. dollars).

Breakfast	-	\$ 8.00
Lunch	-	\$12.00
Dinner	-	\$18.00

Employees on "out of town" assignments shall receive reimbursements of all reasonable expenses. If the assignment extends overnight, accommodation shall be provided as chosen and booked by the Employer.

If an Employee requests it, cash will be advanced to them to cover estimated expenses associated with an out of town assignment.

40.10 When an Employee travels to an out of town assignment on a common carrier between the hours of 8:00 am and 12:00 midnight local time, full time shall be credited up to and only for the first eight (8) hours of travel. When an Employee travels on a common carrier between the hours of 12:00 midnight and 8:00 am local time, and suitable sleeping facilities are available, no credit shall be allowed. For the purpose of this section a seat or single occupancy berth on a common carrier is construed to be suitable sleeping facilities. Other premium or penalty provisions of this Agreement shall not apply.

## ARTICLE 41 - VACATION WITH PAY

- 41.1 Effective January 1/2009, Employees covered by this Agreement shall be entitled to the following vacations with pay:

<b>Year(s) of Service</b>	<b># of Weeks of Vacation</b>
Less than 1 Year	1 day per month to a maximum of 10 days
1 year	2 weeks
2 to 5 years	3 weeks
6 years	3 weeks plus 1 day
7 years	3 weeks plus 2 days
8 years	3 weeks plus 3 days
9 years	3 weeks plus 4 days
10 years	4 weeks
11 years	4 weeks plus 1 day
12 years	4 weeks plus 2 days
13 years	4 weeks plus 3 days
14 years	4 weeks plus 4 days
15 years to 20 years	5 weeks
21 years	5 weeks plus 1 day
22 years	5 weeks plus 2 days
23 years	5 weeks plus 3 days
24 years	5 weeks plus 4 days
25 years	6 weeks

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

- 41.2 Vacation pay shall be calculated on the basis of the employee's current rate of pay for his/her normal working hours.
- 41.3 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. If granted an extra day's vacation the same would hamper programming or operations or interfere with the arrangement of vacation schedules, an extra day's pay will be given in lieu of an extra day's vacation.
- 41.4 Vacation wages shall be paid to each Employee in advance not later than the day immediately preceding the beginning of their vacation.
- 41.5 Every Employee shall be entitled to have at least two (2) weeks of their vacation scheduled consecutively unless requested otherwise by the Employee and agreed by the Employer.



- 41.6 The Employer shall have the right to determine the number of Employees who may be released for vacation from a job at any one time. Subject to business programming and operational requirements, Employees shall have the right to take vacations at any time and preference shall be given to Employees within the same job on the basis of seniority. The Employer will not act unreasonably when determining business, programming and operational requirements.
- 41.7 The Employer agrees to post a list of Employees "number of weeks" entitled by February 1<sup>st</sup> of each year to enable Employees to record their preferred vacation time. On April 15<sup>th</sup> of each year, vacation schedules shall be posted. Employees shall begin and end their vacation in conjunction with their normal days off, unless the Employees requests otherwise and the same is authorized by the Employer.
- 41.8 Once the vacation period is posted as provided in this Article, there shall be no change to the scheduled vacations unless mutually agreed between the Employee involved and the Employer or except in the case of previously unforeseen circumstances, which are of such a nature that the Employer's legitimate business, programming or operational interests would be adversely affected if the initial posted schedule were to be maintained.
- 41.9 Any Employee who terminates their employment or whose employment is terminated shall be paid in lieu of vacation as prescribed by the Canada Labour Code.

#### **ARTICLE 42 - PAID HOLIDAYS**

- 42.1 The Employer recognizes the following as paid holidays:

New Year	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Citizen's Day (1 <sup>st</sup> Monday in Aug)	Boxing Day
Louis Riel Day	

Remembrance Day may be rescheduled to another date suitable to the Employer.

The actual day of a holiday shall be deemed to be the holiday for pay purposes for any Employee working on the holiday.

- 42.2 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 they shall receive their normal basic pay for such day.

- b) If the holiday falls on a regularly scheduled day off or during their vacation period, the Employee shall receive, at the Employer's option, one ~~additional day's pay~~ or be given one ~~day off~~ with pay at a mutually agreeable time.
  - c) If the holiday falls on a scheduled work day and the Employee is required to work, the Employee shall be paid for the day plus 1 ½ times their basic hourly rate for all hours worked. All hours worked in excess of 8 hours per day will be paid at an additional ½ times the Employee's basic hourly rate and all hours beyond 12 hours worked in a day, shall be paid at a further additional ½ times Employee's basic hourly rate.
- 42.3 An Employee is not entitled to be paid for a holiday on which they do not work unless they have worked for at least fifteen (15) days during the thirty (30) days immediately preceding the holiday.
- 42.4 In order for an Employee to qualify for a paid holiday, they must not have been voluntarily absent from their scheduled work day prior to and following such holiday. Vacation or an authorized leave-of-absence, including sick pay as long as a Doctor's note is provided, shall not disqualify an Employee.

#### ARTICLE 43 – SCHEDULING OF CHRISTMAS AND NEW YEARS HOLIDAYS

- 43.1 Prior to November 1<sup>st</sup> of each year the Employer will ascertain the preference of those Employees who may be required to work on Christmas Day and/or Boxing Day and/or New Years Day. The Employer will, subject to business, programming and operational requirements schedule work on these holidays whereby an Employee is not required to work on all three (3) days.
- 43.2 The Christmas and New Years Day schedule will be posted not later than November 15<sup>th</sup> and except for unforeseen or mitigating circumstance, shall not be changed after the schedule has been posted. Such schedule shall reflect both the hours to be worked by individual employees as well as those employees with scheduled time off.
- 43.3 Where an employee does not indicate their preference by the said date, the Employer will assume there is no preference and will schedule work accordingly giving regard to operational requirements. Such scheduling shall not be the subject of a grievance.

**ARTICLE 44 – JOB CLASSIFICATION, JOBS AND MINIMUM SALARIES**

The groups listed below are not separate job functions and are for pay purposes only. All salaries are minimums and it is recognized that the Employer in its sole discretion is free to grant a higher salary to any Employee.

**Group 1**

- Building Maintenance, Receptionist/Secretary, Coffee Bar Host

	March 21/2008	March 21/2009	March 21/2010	March 21/2011
			21,486	22,130
Probation	21,240	21,824	22,424	23,097
1 Year	22,185	22,795	23,422	24,125

**Group 2**

- Production Assistant/Writer, General Operator (includes Deko, VTR, Audio, Prompter, Floor Director, Studio Camera, Enhanced Screen, Web Content)

	March 21/2008	March 21/2009	March 21/2010	March 21/2011
Start	24,543	25,218	25,911	26,689
Probation	25,573	26,276	26,999	27,809
1 Year	27,616	28,375	29,156	30,030
2 Year			30,614	31,532

**Group 3**

- Production Editor, News Editor, Graphic Artist/Designer, Switcher/Director, Creative Writer/Producer, Promotions Writer/Producer, Marketing Events Coordinator, News Writer/Producer, Director

	March 21/2008	March 21/2009	March 21/2010	March 21/2011
Start	25,521	26,223	26,944	27,752
Probation	26,798	27,535	28,292	29,141
1 Year	28,137	28,911	29,706	30,597
2 Year	28,981	29,778	30,597	31,515
3 Year	29,851	30,672	31,515	32,461
4 Year			33,092	34,085

Group 4

- ENG/EFP Photographer, ENG/EFP Photographer/Editor

	<b>March 21/2008</b>	<b>March 21/2009</b>	<b>March 21/2010</b>	<b>March 21/2011</b>
Start	24,686	25,365	26,062	26,844
Probation	25,920	26,633	27,365	28,186
1 Year	27,217	27,965	28,735	29,597
2 Year	29,123	29,924	30,747	31,669
3 Year	31,161	32,018	32,898	33,885
4 Year			34,543	35,579

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	<b>March 21/2008</b>	<b>March 21/2009</b>	<b>March 21/2010</b>	<b>March 21/2011</b>
Start	27,137	27,883	28,650	29,510
Probation	28,494	29,278	30,083	30,985
1 Year	29,919	30,742	31,587	32,535
2 Year	31,116	31,972	32,851	33,836
3 Year	32,361	33,251	34,543	35,579

	<b>March 21/2008</b>	<b>March 21/2009</b>	<b>March 21/2010</b>	<b>March 21/2011</b>
Start	29,000	29,798	30,617	31,535
Probation	30,450	31,287	32,148	33,112
1 Year	31,973	32,852	33,756	34,768
2 Year	33,252	34,166	35,106	36,159
3 Year	34,582	35,533	36,510	37,605

Group 7

- Sports Anchor, Entertainment Anchor, Weather Anchor, Morning Anchor, Morning Program Remote Host, Morning Program Host, Engineer

	March 21, 2008	March 21, 2009	March 21, 2010	March 21, 2011
Start	31,233	32,092	32,974	33,964
Probation	32,794	33,696	34,622	35,661
1 Year	34,434	35,381	36,354	37,445
2 Year	36,500	37,504	38,535	39,691
3 Year	38,690	39,754	40,847	42,073

**ARTICLE 45 – GENERAL SALARY PROVISIONS**

- 45.1 Employees shall be assigned to the appropriate job groupings set forth herein, and shall be paid at a salary no less than its minimum salary for the job grouping to which the employee is assigned.
- 45.2 Progression up the salary schedule within each job classification shall automatically occur on the first (1) day of the month following the Employee's anniversary date of employment within the job classification. Progression shall be as follows:
- a) Following successful completion of their probationary period or extension thereof, an Employee shall be paid at a salary no less than the minimum salary for the probationary minimum salary for the job group to which the employee is assigned.
  - b) Following one (1) year of employment an Employee shall be paid a salary no less than the minimum salary for one (1) year level for the job group to which the employee is assigned.
- 45.3 It is recognized that the salary provisions for the respective job groupings are minimums and that the Employer retains the rights to pay an Employee higher than the salary provisions set forth, and that the Employer may grant any additional benefits to an Employee as it deems appropriate.
- 45.4 Employees may be required to perform more than one job function on a day to day basis.
- 45.5 An Employee who is permanently promoted to a job in an alternate job grouping with a higher wage scale shall, after successfully completing the trial period, receive a minimum salary increase of no less than four (4%) percent.

- 45.6 An employee who is assigned to stand-by, shall be compensated therefore based on twelve (\$12.00) dollars for each twenty-four (24) hours of stand-by. In the case of shorter periods of stand-by, the compensation shall be calculated on a pro rata basis. An Employee who is called back during a stand-by period and is paid therefore pursuant to call back provisions of this Agreement, shall not be entitled to stand-by compensation in respect of that twenty-four (24) hour stand-by period.
- 45.7 In the event that the Employer alters an Employee's time sheet, the Employer shall provide the Employee with a copy of the altered time sheet.

#### **ARTICLE 46 - GENERAL PROVISIONS**

- 46.1 Employees shall take all necessary and reasonable care and precaution so as to ensure against loss, damage or destruction of Employer premises and equipment. The Employee shall report any loss and damage of equipment immediately to their Supervisor.
- 46.2 Nothing in the Agreement precludes the Employer and an Employee from entering into arrangements whereby Employees perform work outside their normal working hours on a freelance basis for the Employer where the compensation and conditions of such freelance work are mutually agreed by the Employee and the Employer. When working as a freelancer, the person shall be paid no less than straight time for all hours engaged on the freelance assignment, but other provisions of this Agreement do not apply.
- 46.3 It is understood that recognition of industry experience, the granting of merit increases in salary, and the provisions of any additional benefit to an Employee are matters for the sole discretion of the Employer.
- 46.4 Employees shall not use Employer premises, vehicles, equipment or supplies for other than the business of the Employer except with the prior written approval of the Employer.
- 46.5 Non-reduction Clause: It is recognized that certain Employees are presently receiving a higher rate for their job category than the rates herein negotiated. The signing of this agreement shall not be interpreted as reducing the wage rate presently being paid to these Employees.
- 46.6 Students from recognized educational institutions will be allowed to operate equipment and to perform bargaining unit functions provided that a qualified member of the bargaining unit is assigned to instruct said students. Students will not be used to displace employees included within the bargaining unit.

**ARTICLE 47 - INCORPORATION OF LETTERS OF UNDERSTANDING**

47.1 Any Letter of Understanding negotiated between the Employer and the Union shall be deemed to form part of this Agreement as if it has been incorporated herein. A Letter of Understanding shall be identified by a heading and a number, and must be signed by an authorized representative of both parties.

**ARTICLE 48 - DURATION OF AGREEMENT**

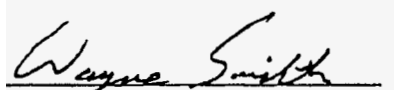
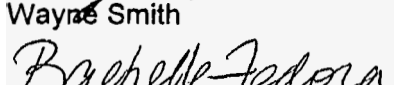
48.1 This agreement shall be effective on the date of ratification and shall remain in force until midnight March 20, 2012 and from year to year thereafter, unless either party notifies the other by registered mail or priority post, not more than one-hundred and twenty (120) days and not less than thirty (30) days prior of the date of expiry, or subsequent anniversary of such date, of its intent to modify or amend this Agreement. In the event such notice is given, this Agreement shall continue in force until a new Agreement is concluded or until the requirement of the Canada Labour Code relating to strike or lockout has been met, whichever occurs first,

**LETTER OF UNDERSTANDING- RE: ON-AIR TALENT**

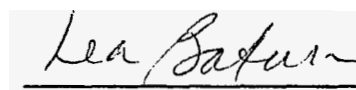
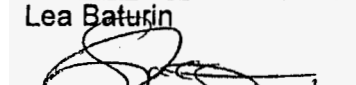
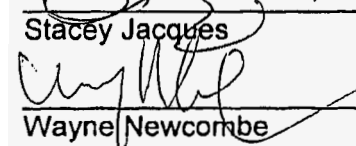
The parties agree On-Air Talent hired prior to July 22, 2008, will be subject to a thirty (30) day non-compete clause within the Winnipeg broadcast areas during the term of the Collective Agreement. The Company may increase the non-compete period only at the Employee's option and in consideration for compensation.

The Collective Agreement is signed this 5<sup>th</sup> day of 9<sup>th</sup> & 10<sup>th</sup>, 2009.

Citytv Winnipeg  
(A division of Rogers Broadcasting Limited)

  
Wayne Smith  
  
Rachelle Fedora

Communications, Energy and  
Paperworkers Union Canada

  
Lea Baturin  
  
Stacey Jacques  
  
Wayne Newcombe

## **APPENDIX “A”**

### **ARTICLE 1 PART TIME EMPLOYEES**

- 1.1 All Articles of this Collective Agreement shall apply to part time Employees except hereinafter provided.
- 1.2 The following Articles in the Collective Agreement shall **not** apply to part time Employees:
- Seniority
  - Promotions and Transfers
  - a Lay Offs and Recalls
  - a Sick Leave
  - Jury and Witness Duty
  - Vacations with Pay
  - General Holidays
  - Scheduling of Christmas and New Years
  - a Hours of Work
  - Overtime
  - a Call Back

### **ARTICLE 2 VACATIONS WITH PAY**

- 2.1 Part time Employees shall be entitled to vacations with pay as prescribed by the Canada Labour Code.
- 2.2 As of December 31<sup>st</sup> of each year, an Employee's vacation pay to that date, shall be computed on the basis of the applicable percentage as the case may be, and will be paid out to the Employee on March 31<sup>st</sup>.
- 2.3 In the event that a general holiday occurs during an Employee's vacation and the Employee has an entitlement to the general holiday, one (1) additional day for each such holiday shall be added to the Employee's vacation.

### **ARTICLE 3 HOLIDAY AND PAYMENTS**

- 3.1 The Employer recognizes the following as general holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Citizen's Day (1 <sup>st</sup> Monday in Aug)	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
Louis Riel Day	

Remembrance Day may be rescheduled to another date suitable to the Employer.



- 3.2 The actual day of the holiday shall be deemed to be the holiday for pay purposes for any Employee working on a holiday except where there has been a decision by the Employer to observe the holiday on another day.
- 3.3 An Employee is not entitled to be paid for a holiday on which they do not work unless they have worked for at least fifteen (15) days during the thirty (30) days immediately preceding the holiday.
- 3.4 Pay for a general holiday shall be calculated on the basis of the average of the Employee's daily earnings, exclusive of overtime, for the twenty (20) days the employee has worked immediately preceding the holiday.
- 3.5 Where an Employee is required to work on a General holiday, the following, shall apply:
- (a) They shall be paid the General holiday pay to which they are entitled plus one and one-half (1 ½) times the basic hourly rate for all hours worked.

#### **ARTICLE 4 PART TIME – SENIORITY**

- 4.1 Seniority for part time Employees shall be based on actual hours worked as a part time Employee from the date of last hire with the Employer.
- 4.2 Where a part time Employee has been assigned to a full time status, they shall be given seniority as well as service credit for part time hours worked.
- 4.3 Part time Employees shall have seniority only within the part time group of Employees
- 4.4 Where a part time Employee has not worked for the Employer during any consecutive ninety (90) day period they shall be deemed to be no longer employed by the Employer.
- 4.5 A part time Employee who is hired full time into the classification in which are regularly performing part time work, shall have one-half (1/2) of their total accumulated part-time hours credited toward their full-time probationary period, to a maximum credit of two (2) months, or a maximum of three (3) months for on-air employees.

#### **ARTICLE 5 PART TIME – FULL TIME OPPORTUNITIES**

- 5.1 Part time Employees are encouraged to apply for full time posted positions. Selection of an individual shall be based upon qualifications established by the Employer.
- 5.2 The Employer when establishing and determining the qualifications, shall do so in a bona fide and non-discriminatory manner.

- 5.3 Where, in the Employer's opinion, there is no applicant who satisfactorily meets the qualifications for the posted position, the Employer may hire from any source.

#### **ARTICLE 6 PART TIME – MEAL PERIODS**

- 6.1 A part time Employee shall be allowed a one-half (½) hour unpaid meal period in all tours of duty of more than five (5) hours of work, unless the employee agrees to forego the said unpaid meal period.

#### **ARTICLE 7 PART TIME EMPLOYEES - EMPLOYEE BENEFITS**

- 7.1 Part time employees will be entitled to enroll in the Employer's Insured Employee Benefit Plan subject to the following conditions:
- (a) Eligibility for enrolment occurs on the 1<sup>st</sup> of the month following the completion of three (3) months of service. Benefit eligibility is calculated based on the total number qualifying hours submitted to payroll as recorded on the Employee's timesheet. In order to qualify, the Employee must have worked, on average, 20 hours per week, or 240 hours over 3 consecutive months.
  - (b) Vacations, statutory holidays and authorized leave of absence shall be considered as time worked for the purpose of paragraph (a) herein.
  - (c) The Employer may, in its absolute discretion, enroll or continue to enroll an employee in the Rogers Broadcasting Benefit Plan, notwithstanding that an employee may not qualify for enrollment pursuant to paragraph (b) herein.

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## APPENDIX “B”

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### Protocol for Leave for Union Activities

#### Preamble

This Protocol outlines the process for applying, granting or denying leave for union activities, clarifying those Company and Union rights that are outlined in Article 8.

#### Process for Applying for and **Approving/Denying** Leave for Union Activities

1. An employee requesting an unpaid leave to attend Union activities as outlined in Article 8 of the Collective Agreement **MUST** submit such requests to the Company in writing at least twenty-one (21) calendar days prior to the requested start date of the leave, as stipulated in Article 8.1. Copies of the written request should be provided by the Applicant to their respective General Manager or his/her designate and the CEP Union office.
2. Except where unforeseen circumstances occur, the Company will notify the employee in writing no later than eleven (11) calendar days from the requested leave date, of the status of the leave request. The Company will take into consideration the importance of a timely response for the purposes of the Union booking transportation and accommodation for such union leaves.
3. In accommodating Union leave where it is mutually agreed between employees affected, and approved by the Company, employees may be available to swap shifts with another employee in the same classification in order for the Company to grant Union leave. The Company shall endeavour to accommodate any reasonable request for shift swapping to facilitate Union leave requests as long as no additional costs are borne by the Company and provided employees are fully qualified to perform the work, and provided, even with the “swapping”, the Employer’s business, operational and programming requirements (based on a reasonable held belief) are not adversely affected.
4. In accommodating Union leave, where it is mutually agreed, employees may waive their consecutive days off and/or turn-around in order to accommodate Union leave and in no event shall additional costs be borne by the Company.
5. Where, in the Company’s opinion, its operational and programming requirements would not be adversely affected, the Company will not deny a request for leave for Union activities solely on the basis that the leave occurs during a “ratings” period or a reasonable preparatory period preceding the rating period. No leave requests shall be unreasonably withheld. Ratings periods (sometimes referred to as “sweeps”) are defined as those periods when audience measurement surveys are being conducted. Both parties recognize the importance of the fall and spring “rating” periods and that there is, by necessity, a heightened sensitivity and focus

- on business, operational and programming requirements during a reasonable preparatory period before the rating period begins and the actual rating period.
6. Where the Company denies a request for leave for Union activities, the Company will inform the person seeking the leave as to the reason(s) for the denial.
  7. This process is not intended to diminish or restrict the rights of either party under the Collective Agreement or under the Canada Labour Code. The Company maintains its right to deny a leave request for reasons contemplated by Article 8.4 of the Collective Agreement, and the Union maintains its right to request such leaves and grieve if there, in its opinion, is an unreasonable denial of a requested leave.

**LETTER OF UNDERSTANDING - RE: ROGERS STANDARD BENEFIT PLANS**


The Employer and the Union agree that effective January 1, 2010 the Rogers Standard Benefit Plan shall be changed in accordance with the attached "Rogers Benefit Update".

Each employee will be provided a one-time lump sum payment as follows less applicable deductions and withholdings paid within three weeks of the ratification of this Letter of Understanding:

Employees enrolled in single coverage as of July 15, 2010 will receive a lump sum of \$200

Employees enrolled in family coverage as of July 15, 2010 will receive a lump sum of \$300

This letter of understanding is without prejudice to Article 33 of the Collective Agreement and the Company's right to review and adjust premiums on an annual basis.

Lea Batn  
\_\_\_\_\_ 



For the Company

For the Union



Dated July 15, 2010