

**AGREEMENT**  
**BETWEEN**  
**THE SHOPPING CHANNEL**  
**Division of Rogers Broadcasting Limited**

**-And-**

**UNIFOR**



**June 1, 2013**  
**To**  
**May 31, 2018**

## Table of Contents

<b>Article</b>		<b>Page</b>
1	Purpose and Recognition	1
1.2	Bargaining Unit	2
2.1	Probation	3
2.2	Employees	3
2.3	Part-Time	3
2.4	Freelance	4
3.1	Management Rights	5
4.1	Dues	8
5.1	Bulletin Board	10
5.2	Union release for negotiation meetings	10
5.3	Union release for Union business	10
6.1	Access to Premises	12
7.1	Lawful Union Activity	13
7.3	Discrimination	13
8.1	No Strikes or Lockouts	14
9.2	Grievance Steps	15

**Table of Contents**

<b>Article</b>		<b>Page</b>
10.1	Letters of Dissatisfaction	19
10.2	Unjustified Disciplinary Action	19
10.3	Union Access to Files	19
10.4	Employee rights to Union Representation	19
11.1	Seniority Rights, Full-Time	20
11.2	Seniority Rights, Part-Time	21
11.3	Functional Groups	21
11.4	Job Function Changes	22
11.5	Hiring Selection/Filling a Vacancy	22
11.6	Loss of Seniority	23
11.7	Job Postings	24
11.8	Employee Transfers	24
11.10	Layoffs	25
12.1	Jurisdiction	27
13.1	Technological Change	28
14.2	Outside Activities	29
15.1	Overtime Rate	30
15.3	Turnaround	31
15.4	Call-Back	31
15.5	Temporary Up-Grade	31
15.6	Night Differential	31
15.7	Stand-By Pay	31

**Table of Contents**

<b>Article</b>		<b>Page</b>
16.1	Travelling Expenses	32
16.2	Kilometer Rate	32
16.5	Travel Between Work Sites	33
17.1	Scheduling	33
18.1	Education and Seminars	34
19.1	Employee Benefits & Leaves of Absence	35
19.1(a)	Pension Plan & Optional Life Insurance	36
19.1(b)	Sick Day Provisions	37
19.2	Maternity Leave	37
19.4	Bereavement Leave	38
19.5	Emergency Leave	38
19.7	Family Leave	39
19.10	Jury Duty	39
20.1	General Wage Provisions	40
20.2	Freelance Wage Provisions	42
20.8	Promotion up the Salary Scale	43
21.1	15 Minute Breaks	44
21.2	Meal Breaks	44
22.1	Statutory Holidays & Floater Days	45
22.4	Vacation Schedule	47
23.1	Health & Safety	48

## **Table of Contents**

<b>Article</b>		<b>Page</b>
24.1	Scheduling Work Student Program	48
25.1	Duration of Agreement	49
	Letter of Agreement No. 1	51

This Agreement executed

BETWEEN:

**THE SHOPPING CHANNEL**  
**Division of Rogers Broadcasting Limited**

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 AND RECOGNITION**

**PR-1** It is the purpose of this Agreement, to recognize a common interest between the Company and the Union as follows:

1. The parties recognize that the business in which they are engaged is highly competitive and that the employer must be able to maintain an efficient, cost effective operation and improve itself in a highly competitive market. The parties agree to work together in attaining these objectives.
2. To set forth conditions covering rates of pay, hours of

work and conditions of employment to be observed between the parties.

3. To provide a procedure for prompt and equitable adjustment of grievances.

**PR-2** The parties to this Agreement agree that they have a responsibility to enforce compliance with the terms and conditions of this agreement. To this end:

1. The Company agrees to instruct its supervisory and management staff, and will adhere to and enforce this agreement.
2. The Union agrees to instruct its officers, stewards and members to co-operate with the Company in carrying out the terms and requirements for the agreement and to fulfill their responsibilities as employees of the Company.

To this end, this Agreement is signed in good faith by the two parties.

- 1.2 **Bargaining Unit** - The Company recognizes the Union's exclusive bargaining unit for all persons defined by the Canada Industrial Relations Board in their positions as of March 3, 1997 "all employees of the Shopping Channel of Rogers Broadcasting Limited, in its broadcasting operations, in the Province of Ontario, excluding clerical, models, show hosts, station designers, supervisors and

those above the rank of supervisors, subject to any amendments mutually agreed to by the parties or ordered by the Canada Industrial Relations Board.

\*\*\*\*\*

## **ARTICLE 2 PROBATION & DEFINITIONS**

- 2.1** An employee shall be on probation for their first 75 days worked. The Company may extend this probationary period up to a total of 150 days worked. In such event the Company will discuss the matter with the representative of the local Union prior to the end of the three month period. The employee and the Union shall be advised of such extension, in writing and the reasons thereof. During the probationary period or extension thereof, the Company may release the employee at any time.
- 2.2** **Employees** - The term "employee" is used in this agreement to mean any person employed in a classification covered by the CIRB certificate and any amendments thereto.
- \*(a)** A full time permanent employee is one who is normally required to work the regular hours of work.
- 2.3** A part-time employee is defined as a person employed on a regular basis who works less than 24 hours per week on a regular basis.



- 2.4** A freelancer is defined as a person employed on an occasional basis at the absolute discretion of the Company and the freelancer. They may be used to cover parental, maternity leave, specific projects, sickness, vacation, leave of absence and/or other temporary or short-term vacancies. Temporary employees are employed for a specific term or project, during a period employed by the Company and have no right to work elsewhere. Such temporary employee and freelancer shall be considered to receive notice of termination at the time of hiring and will not receive benefits except those required pursuant to the provisions of the Canada Labour Code.
- 2.5** Part-time, temporary and freelancer employees will not receive benefits except those required pursuant to the provisions of the Canada Labour Code.
- 2.6** Part-time, temporary and freelance employees will not be engaged in order to displace a full-time employee.
- \*(b)** There shall be no change to the definition Temporary, Part-Time or Freelance employees.

\*\*\*\*\*

### **ARTICLE 3 MANAGEMENT RIGHTS**

- 3.1** The Union acknowledges that it is the exclusive function of the employer to manage the operations and direct the work forces and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the employer to:
- (a)** maintain order, discipline and efficiency, and in connection therewith, to make, change, and enforce, from time to time, rules and regulations, practices and policies to be observed by its employees. Before implementing major new rules and regulations directly and substantially affecting the general working conditions, the Company will advise the Union of such proposed rules and regulations.
  - \*(b)** select, hire, classify, transfer, promote, assign to shifts, assign to overtime, lay-off, recall, approve vacations, reclassify, reorganize and also to suspend, demote, discipline or discharge employees, provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined, without just cause, may be the subject of a grievance and dealt with as hereinafter provided;

**\*(c)** determine the location of operations, their transfer, expansion or curtailment, the direction of working forces, the subcontracting of work outside the scope of this agreement, the schedules of operations, the number of shifts, job content, quality and quantity standards, the establishment of work or job assignments; create, combine job classifications in a reasonable manner revolving from the Company's needs, from time to time; determine the qualifications of an employee to perform in a particular job; the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the employer at any time, the number of hours to be worked, starting and quitting time, when overtime shall be worked and require employees to work overtime; the determination of financial policies, including general accounting procedures and customer relations.

**3.2** The Union further acknowledges the right of the employer to reorganize positions, functions and hours of work as long as the newly classified functions remain in the bargaining unit entirely. New classifications will be created and as a result, new wages will be negotiated or can be submitted to arbitration by the Union. At the arbitration the negotiated classification will be sole criteria for the new wage. The Union further recognizes the right of the employer to operate and manage its

operations in all respects in accordance with commitments and its obligations and responsibilities, the right to decide on the number of employees needed by the employer at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, building and equipment are solely and exclusively the responsibility of the employer.

- 3.3** No non-exercise of a right by the employer shall be construed as a waiver of that right.
- 3.4** It is understood and agreed that these rights shall not be exercised in a manner that violates the specific terms of this agreement and it is understood that a claim by an employer or employees that the employer has so exercised those rights shall be a proper subject for a grievance.

\*\*\*\*\*

**ARTICLE 4  
DUES CHECK-OFF**

- 4.1** During the term of this Agreement, the Company agrees to deduct 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.
- 4.2** 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. Accompanying each cheque, the Company shall provide the Union with the following information:
- 1.** Employee name
  - 2.** Employee's salary
  - 3.** Amount of dues deducted
  - 4.** Classification

Such information shall be provided monthly, in a mutually agreeable format, via electronic transfer or on a computer disk.

- 4.3** The Company shall indicate on the T-4 income tax slips issued to employees the total amount of Union dues deducted at source and forwarded to UNIFOR for the calendar year in question.
- 4.4** The Company shall, when hiring an employee, provide in writing the starting rate of pay and the classification on which they have been assigned.

\*\*\*\*\*

## **ARTICLE 5 UNION RIGHTS**

- 5.1** The Company agrees to the posting by the Union on a bulletin board of announcements regarding elections, meetings, negotiations, developments and internal affairs of the Union. There will be one bulletin board upon which the Union can post notices with the Company's advance consent. Such consent will not be unreasonably withheld.
- 5.2** Upon reasonable advance notice by the Union, the Company will release up to three employees named by the Union to attend negotiation meetings. The employees named by the Union to attend negotiation meetings will each be granted one day in order to attend a pre-negotiation Union meeting, during each round of bargaining. The Union will provide the Company with three weeks' notice of such pre-negotiation date.
- \*5.3** Leave without pay will be granted to any employee duly authorized to represent employees in order to attend executive council meetings, labour conventions, congress, etc. A request for such leave shall be submitted in writing at least twenty (20) days in advance, and such leave shall not exceed a maximum aggregate total of fifteen (15) working days in any calendar year. The leave provided above will be limited at any one time to

two (2) from different job functions and or same crews. In a year when a UNIFOR National Convention is scheduled, the maximum aggregate total of days may be increased by five (5) days to be used solely for the purpose of attending the Convention. The Company will not unreasonably deny last minute Union leave requests.

- \***(a)** An employee will be granted leave without pay to accept a position with the Union, for up to six months. Such leave shall be granted by the Company on receipt of a written request from the employee and the president of the Union.

Such leave provided for in this Article shall not constitute a break in the continuity of service for the computation of seniority.

- 5.4** Since the Steward's first obligation is the performance of his duties to his employer, it is agreed that Union business is to be conducted outside of the employee's working hours unless it cannot reasonably be done outside of the working hours. If it must be done within working hours, the Steward will obtain approval from his supervisor so as not to interfere with operations.

- 5.5** The Company shall provide to the Union one (1) copy of each of the following:

- (a)** Within five (5) business days, notice of hiring, dismissal for Regular positions within the bargaining unit, extensions of probationary period and suspensions, but



failure to provide such notice will not nullify the suspension or discharge, but will extend the time to grieve until seven (7) days after notification is received.

- (b) Prior to negotiations, upon request by the Union, a list of bargaining unit employees including current base wage and seniority date information.

\*\*\*\*\*

## **ARTICLE 6 ACCESS TO PREMISES**

- 6.1** The Union shall have reasonable access to the Company's operating areas or pertaining to the terms and conditions of this Agreement, free from unreasonable interference from the Company. To that end, accredited Union Officers, when they wish to visit the Company's premises, shall phone the Vice-President, TV Sales or his designate and arrange a convenient time in advance which does not unduly interfere with normal operations of the Company.

\*\*\*\*\*

**ARTICLE 7  
NON-DISCRIMINATION**

- 7.1** The parties will not interfere with, restrain or coerce employees covered by this Agreement because of membership in or lawful activity on behalf of or inimical to the interest of the Union.
  
- 7.2** A member of the Union who is employed in a supervisory capacity may not be held accountable to the Union for reasonable actions taken when carrying on such duties, but this shall not be construed to prevent the filing of a grievance by the Union in respect of actions of any such member acting in a supervisory capacity in carrying on their duties for the Company.
  
- 7.3** Employees shall enjoy rights under this Agreement and will not be discriminated against by either party on the grounds of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital or family status, or for conviction for an offense for which a pardon has been granted or sentence served, or by discriminatory employment practices based on a physical handicap, or political affiliation or activities.

\*\*\*\*\*

**ARTICLE 8  
NO STRIKES OR LOCK-OUTS**

- 8.1** The Union undertakes that during the life of this agreement, there shall be no strike, slow-down, work stoppage, interruption or interference or restriction of the production, transportation, or distribution of the Company's products of any kind, (hereinafter in this sub-article referred to as "activity") and no such activity shall be directly or indirectly tolerated by the Union. Neither shall any employee in any way encourage, or participate in any activity, and if such activity occurs, any employee authorizing, encouraging or participating in any such activity shall be subject to discipline up to immediate discharge. If any such activity should be taken, the Union will instruct its members to carry out the provisions of the Collective Agreement, return to work, and perform their duties in the usual and proper manner. There shall be no lockout of employees by the employer during the term of this agreement. Similarly, the employer shall not cause or direct any lockout of employees during the life of this agreement.
- \*8.2** Employees will not allow the performance of their job to be interrupted as a result of such dispute.

- 8.3 The Union agrees that the stewards and other bargaining unit employees who serve in any official Union capacity, have a higher duty of responsibility than other members of the bargaining unit, to have a leadership role to prevent any violation of this agreement.

\*\*\*\*\*

**ARTICLE 9  
GRIEVANCE PROCEDURE**

- 9.1 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.

- \*9.2 In the event of a dispute between any member or members of the bargaining unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for the adjustment and settlement thereof:

**Step 1:** When a grievance arises, the employee(s) and/or the Union Steward shall discuss the matter within twenty (20) days with the Department Manager concerned who shall provide the grievor or steward with an oral answer before the end of the next work day.

**Step 2:** In the event that the grievance is not resolved in the first step, the grievance shall be reduced to writing and a copy thereof delivered to the Department Manager (or his/her designee) within twenty (20) days of the arising of such grievance. A copy shall also be simultaneously delivered to the employee designated by the Union as the chairperson of the Grievance Committee. The grievance shall be discussed at a meeting with the Department Manager (or his/her designee) and the Local Grievance Committee consisting of not more than three (3) members. Such meetings shall take place within twenty (20) days of the request for a meeting. Appropriate records of such meetings shall be kept.

**Step 3:** If the grievance is not recorded as settled within twenty (20) days after the meeting described in Step 2, the dispute shall be referred to the Vice-President TV Sales and the Regional Union office for further discussion and consideration. Such meetings shall take place within twenty (20) days of the request for a meeting. Appropriate records of such meetings shall be kept.

**Step 4:** In the event that the representatives of the Company and the Union cannot reach an agreement, the dispute may, by written notice of either party to the other party, be submitted to final and binding arbitration within thirty (30) days after the meeting described in Step 3. The

parties shall, within twenty (20) days of the sending of the notice requesting arbitration select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within the time limits prescribed, the Federal Minister of Labour shall be requested to appoint the arbitrator. The cost and/or expenses of such arbitration shall be borne equally by the Company and the Union, except that no party shall be obliged to pay the cost of stenographic transcript without express consent.

- 9.3** Notwithstanding Article 9.2, any grievance concerning the discharge of an employee shall be submitted directly to the Vice-President TV Sales (or his/her delegate) at Step 3, within twenty (20) calendar days of the discharge.
- 9.4** If either of the parties to this Agreement considers that the Agreement is being misinterpreted, or violated in any respect by the other party in a manner that affects the unit as a whole, the matter may be discussed between representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter directly to Step 3 as a policy grievance.
- 9.5** Any time limit mentioned under the grievance procedure shall exclude Saturdays, Sundays, Statutory Holidays and vacation or sick leave of the employee concerned and may be extended by mutual consent.

- 9.6** Employees shall suffer no loss of pay or other benefits while attending grievance meetings with the Company.
- 9.7** The arbitrator shall not make any decision inconsistent with the provisions of this Agreement, with the residual rights that management has, or with management's exercise of those rights. The arbitrator shall not alter, modify or amend any part of this Agreement.
- 9.8** Any complaint or grievance which is not commenced or processed through to the next stage of the grievance or arbitration procedures within the time specified in the Agreement shall be deemed to have been dropped. However, the limits specified in the grievance procedure may be extended by the employer and the Union, provided that such extension for any one grievance shall not be a waiver of the time limits for any subsequent grievances.
- \*9.9** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 9.10** It is agreed that a settlement of any grievance under the grievance procedure shall not be construed as a precedent and shall not be binding on either party in respect to any other grievance.

\*\*\*\*\*

**ARTICLE 10  
REPORT ON PERFORMANCE**

- 10.1** An employee shall be given written notice of any disciplinary expression of dissatisfaction within ten (10) working days of the cause of the dissatisfaction becoming known to his immediate supervisor. The period of notice shall provide sufficient particulars of the event so that the employee can grieve. If this does not occur, the employee can require such particulars as part of the grievance procedure.
- 10.2** Where it is agreed by both parties in writing that such disciplinary measure is unjustified, all reference to it shall be removed from the employee's file.
- 10.3** The Union, with the employee's consent, shall have access to the record of formal discipline in the presence of a supervisor once every six (6) months or earlier in the case of a grievance matter.
- 10.4** The employee shall have the right to request that the Union steward attend any disciplinary meeting or any meeting once the employee feels it has become disciplinary. If that does not occur, the discipline shall not take effect until there is a second meeting arranged with a steward present except that the employee can be suspended in the interim. However, the employee must,



without delay, advise management of the request for such a second meeting.

**\*10.5** All written warnings shall be removed from an employee's file after twelve (12) months from the date of the last written warning. All suspensions shall be removed from an employee's file after twenty-four (24) months from the date of the last suspension.

**\*10.6** The Union and the Company both agree that good performance management can increase morale and productivity, and regular annual performance reviews are an important tool to gauge employee's strengths and weaknesses. To that end, all employees covered by this Collective Agreement (Full-Time, Part-Time and Freelance) will participate in The Shopping Channel and Rogers year-end processes which include a self-assessment in the online performance management tool as well as year-end performance conversations with the employee's managers. The Employer agrees that performance reviews shall not be used against them in any disciplinary action.

\*\*\*\*\*

## **ARTICLE 11 SENIORITY RIGHTS**

**11.1** Company seniority shall be deemed to be commenced on the date of hiring by the Company and shall be equal to

the length of continuous service. The Company seniority should relate to the order of layoff, recall from layoff, promotions and the choice of vacation period.

- 11.2** Company seniority shall be computed separately for part-time employees as a group distinct from full-time employees. Such seniority will only be used in order to determine the order of layoff or recall from layoff, and choice of vacation scheduling for part-time employees.
- 11.3** Function group seniority shall be measured by the length of continuous service from the functional groups listed below:

**Group One:** Showroom Assistant

**Group Two:** Inventory Clerk

**Group Three:** Graphic Operator  
Camera Operator  
Photographer  
Graphic Pre-Production  
Stager

**Group Four:** Technical Director  
General Operator (GO)  
Associate Producer  
Master Control Operator (MCO)  
Audio Operator

**Group Five:** Promo Producer  
Image Co-ordinator  
Graphics Co-ordinator

**Group Six:** Broadcast Technician

**Group Seven:** Director  
Producer  
Senior Broadcast Technician

**11.4** Substantial change in a job function or the creation of a new job function shall be discussed with the Union. Such changes shall include the salary scale for any new or substantial change of job function.

**11.5** In making a selection to fill a job vacancy, whether it be a letter of transfer or promotion, the employer shall consider:

**(a)** the qualifications, ability and productivity of the employee to immediately perform the job assuming they had first received a brief familiarization period;

**(b)** the seniority of employees involved.

**(c)** **Trial Period re: Promotions** - Employees who are transferred laterally or promoted to another classification where the job content is different from their prior classification shall be on a trial period for three (3) months. The Company may, at any time during this trial

period, return the employees to their former classification and rate of pay 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.

When the factors in (a) are equal between the employees, seniority shall govern. If there are no qualified internal applicants, the Company may hire from outside the bargaining unit.

**\*11.6** An employee shall lose all seniority and his employment shall be deemed terminated if he/she:

- (a)** voluntarily leaves the employ of the Company;
- (b)** is discharged and is not re-instated through the grievance procedure;
- (c)** fails to return to work upon completion of an authorized leave of absence (unless prior arrangement acceptable to both the employee and the Company has been made for an extension of such leave) or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- \*(d)** is laid off for a period equal to the lesser of his period of seniority or nine (9) months;

- (e)** after notice of recall from lay off is sent by registered mail to his last address on file with the Company, he fails to advise the Company of his intention to return within five (5) calendar days following mailing of such notice or fails to return to work on the date and time specified in the notice;
- \*(f)** is absent from work for three (3) or more scheduled working days without having first obtained an authorized leave of absence, unless a reason satisfactory to the Company is provided;
- (g)** fails to return to work following an illness or accident after he is able to return to work;
- (h)** if an employee threatens, intimidates, discriminates, interferes, refrains or coerces another employee with a view to preventing that other employee from carrying out his or her employment obligations;
- (i)** if the employee commits an act of vandalism, damage to Company property, commits an assault of a coworker or supervisor or commits an act of theft.

**11.7** Job vacancies shall be posted for seven (7) days.

**11.8** An Employee promoted or transferred to fill a vacancy in another classification shall be on a trial period in such classification for a period of up to 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 is confirmed.

**11.9** No employee shall be permanently transferred to a position outside the bargaining unit without his consent.

**11.10** If the employer decides to decrease the workforce, classification or eliminate the classification and, in the opinion of the employer, the qualifications, ability and productivity of the employees to immediately perform the job assuming they had first received a brief familiarization period, are effectively equal, employees within the classification will be laid off in reverse order of seniority. An employee laid off may exercise the seniority to bump a junior employee to an equal or lower classification where they have qualifications to do the work without training and is at least of equal ability to perform the work.

**\*11.10.1** The Company will provide the Union and affected employees with six (6) weeks' notice of a layoff or six (6) weeks' pay in lieu thereof. In addition the Company shall provide severance pay of one (1) week per year of service to a maximum of twenty-four (24) weeks.

**11.11** If the employer decides to hire in the classification it shall first consider employees who are on lay off and

recall the most senior employee in the classification provided the employee, in the employer's opinion, satisfies the qualification to perform the job available without training.

- 11.12** Once notice of layoff has been given, the employer will agree to grant the employee reasonable time off in order for the employee to attend job interviews.
- 11.13** In recalling employees, the Company's responsibility will be fulfilled if the Company gives notice in writing by registered mail or courier to the last address left by the employee with the Company. Employees must notify the Company of their intention within 7 days of receipt at the that address of the notice from the Company and must report for duty within 7 calendar days of acceptance of the offer of recall, unless mutually agreeable arrangements are made in writing between the employee and the Company.
- 11.14** In the event an employee with one year or more of Company seniority is laid off or granted leave of absence, or transferred to a position within the Rogers group of companies not covered by this agreement, continuity of service for the purpose of the employee's functional group seniority shall be unbroken if the employee returns within 9 months. After 9 months has elapsed, Company functional group seniority upon returning shall be that which they had at the effective

date of such layoff, transfer, or leave of absence but nothing herein provides any right of such an employee to return and loss of seniority shall be governed pursuant to loss of seniority provisions herein. In the event that an employee has less than one year seniority and is laid off, transfers or receives a leave of absence as referred to in this paragraph, if the employee returns before 3 months have elapsed, the Company functional group seniority, upon returning shall be applicable to the employee on the date of such layoff.

**11.15** Any employee's reinstatement after sick leave must be preceded by up to thirty-six (36) hours notice in advance for the purpose of proper re-scheduling.

\*\*\*\*\*

**ARTICLE 12  
JURISDICTION**

**12.1** The Company has the right to contract out but will not do so for the purpose of laying off, or avoiding the recall from layoff of an employee in the bargaining unit.

**12.2** Management Employees have the right to do bargaining unit work but will not do so to such an extent as to cause the layoff, or avoid the recall from layoff, of a bargaining unit employee.



\*\*\*\*\*

### **ARTICLE 13 TECHNOLOGICAL CHANGE**

- 13.1** "Technological change" shall be understood to include, but not limited to, the introduction of any change in machinery or other equipment, processes or methods of work which fundamentally affect the terms and conditions of employment or alter the basis on which this agreement was negotiated.
- (a)** The Canada Labour Code will apply in all aspects with regards to Technological Change.
  - (b)** The Company shall, in writing, state the nature of the change contemplated and the number of jobs likely to be affected. Upon the Union's request, the parties shall arrange a meeting, or meetings, for the purpose of conducting discussions with the intent to achieve an understanding so that any hardship to the employees affected shall be minimized.
- 13.2** The Company will provide Union employees with as much advance notice as is reasonably possible from a business standpoint of the change.
- 13.3** The Company will meet with the Union to discuss such change at the Union's request.

- 13.4** The Company shall provide such employees, who will be laid off as a result of technological change, reasonable time off during their working hours to be interviewed for positions outside the Company.
- 13.5** In the event there is a technological change in the Company which replaces the processes or methods of work for the bargaining unit employees, employees who are displaced from this will, subject to the other provisions of this agreement, be given a reasonable opportunity to apply for any new positions created.

\*\*\*\*\*

**ARTICLE 14**  
**OUTSIDE ACTIVITIES**

- 14.1** The first professional obligation of the employees shall be to the Company.
- \*14.2** Employees shall be free to engage in activities outside the hours of work provided that:
- (a)** such activities are not in direct competition with the activities of the Company; and
  - (b)** no employees may exploit their connection with the Company; and

- (c) such activity does not adversely affect the employee's work with the Company.

Employees shall seek manager's approval for any outside activity if there is any question about the above rules as per the Rogers Business Code of Conduct Guidelines.

\*\*\*\*\*

## **ARTICLE 15 PREMIUM AND OVERTIME PAYMENTS**

- 15.1** An overtime rate of 1.5 will be paid when an employee works in excess of 8 hours.
- 15.1.1** A premium payment of 1.5 will be paid when an employee is required to work more than 8 hours in a 24-hour period.
- \*15.2** If an employee works on a scheduled day off they will be paid for all extra hours calculated at regular pay for all hours between the employee's regular hours of work and 40 hours per week. Any hours worked over 40 hours per week will be paid at a premium of 1.5 times, which will not be pyramided with any other premium.

- 15.3** Turnaround will be at least 12 hours between end of one shift and the beginning of another shift; those hours less than 12 will be paid at the overtime rate.
- 15.4** Should an employee be called back to TSC after the end of a shift and having left TSC, they will be paid the greater of 4 hours or their actual hours worked, all of which will be paid at 1.5.
- \*15.5 Temporary Upgrade** – An employee who is assigned to a higher classification or works as a dual function eg: TD/Director during a shift will receive an additional \$20.00 per tour of duty. Employees in Wage Category 3 assigned to a shift in Wage Category 7 shall receive an upgrade of \$35 per tour of duty.
- \*15.6 Night Differential** - Employees shall be paid a night differential of two (2) dollars per each hour for work performed between the hours of 0000 hours and 0700 hours. Night differential shall not be deemed overtime or part of the basic pay. Night differential shall only be paid when 3 consecutive hours of the employee's shift falls within the period herein.
- \*15.7 Stand-by-pay** - An employee shall receive one (1) hour at time and a half (1 1/2) per telephone call if the employee is not called in as a result of such call. The employee shall receive a minimum of 4 hours at time and a half (1 1/2) for a call-in. The Company shall pay thirty dollars (\$30) Stand-by pay when an employee is assigned on stand-by on a scheduled day off and twenty

(\$20) dollars to be on stand-by directly after or before a regularly scheduled shift.

\*\*\*\*\*

**ARTICLE 16  
TRAVELING EXPENSES AND PROVISIONS**

- 16.1** The Company agrees to reimburse each employee for all reasonable expenses when travel is required by the Company which will be in conformity with Company expense guidelines.
  
- 16.2** If an employee is required to use their own automobile for transportation in connection with the duties, the employee shall be reimbursed at the current per kilometer rate established by Rogers. It is expressly agreed that the use of an employee's car in executing the business of the Company is not compulsory, and the employees may, at their discretion, decline to do so.
  
- 16.3** When an employee on Company business is involved in an accident resulting in damage to the car and it is not the employee's fault and the amount of damage cannot be recovered from any other person or persons, the Company shall reimburse the employee for the deductible amount under the employee's car insurance plan to a maximum of \$250.00.

- 16.4** The Company agrees to maintain a \$1,000,000.00 liability insurance on all vehicles owned or rented by the Company which it requests any employee to drive.
- 16.5** When an employee is required to travel from their normal place of business during a week day to work at a studio or remote location, the employee shall be credited with all time reasonably consumed in transit between such normal place of employment and any other studio or remote location and return if they are required to return.

\*\*\*\*\*

**ARTICLE 17  
SCHEDULING**

- \*17.1** The regular hours of work for a full-time employee shall be either 35, 37.5 or 40 hours per week. The number of regular hours worked for each wage category is included in the Wage Grid, Article 20. The work week shall be calculated from Sunday to Saturday.
- \*17.2** Meal periods shall be exclusive from the work week, except in the case of Master Control Operators who shall have inclusive meal breaks and rest periods.
- \*17.3** There shall be a minimum of 2 consecutive days off; those days off may be in separate work weeks and employees shall receive a minimum of 3 weekends off

per calendar quarter. Employees who are assigned by the Company outside of these parameters shall be paid at the overtime rate of 1.5 times exclusive of the work week.

- \*17.4** The Company shall make every effort to give employees as much notice as possible when changing the rotation or existing shift patterns. The Company shall give at least a minimum of 2 weeks' notice and the Company further agrees that it will include the Union and a representative from the employee group to have input on the change in schedules.
- \*17.5 Posting of Schedules** – The Company shall post the schedule for at least 3 weeks in advance and make every effort to update changes on the schedule as soon as they occur.
- \*17.6** The employees shall have the ability to trade shifts. Trades between employees shall be at the manager's discretion, but will not be unreasonably withheld.

\*\*\*\*\*

## **ARTICLE 18 EDUCATION, SEMINARS**

- 18.1** When an employee is required by the Company to attend seminars, educational courses, etc., pertaining to the industry during their working hours, the employee

shall receive the regular base pay for a whole tour or more, or the basic hourly rate for hours involving less than a full tour.

- 18.2** The Company shall after prior written approval, and successful completion of the course, reimburse an employee for tuition fees paid by the employee for any courses taken on the employee's own time directly related to the performance of their job. If possible and if the Company encourages the employee to take the course, the Company will endeavor to arrange shifts to accommodate the employee in attending classes.

\*\*\*\*\*

**ARTICLE 19**  
**EMPLOYEE BENEFITS & LEAVES OF ABSENCE**

- 19.0** There will be no pyramiding of any benefits or premium rates in this Agreement.

- \*19.1** Benefits will be provided to all employees which will be identical and under the same terms and conditions as those provided to TSC employees generally. Including but not limited to:

Life insurance  
AD&D  
LTD  
Extended Health Care  
Dental  
Pension



Tuition Reimbursement  
TSC Discount  
Employee Service Recognition Program  
The Employee Share Accumulation Plan  
The Group RRSP Savings Plan

**(a)** “The following optional benefits will be offered to all Regular Full-time employees:

- (i)** Optional Group Life Insurance (Employee pays one hundred percent (100%) of premium costs)
- (ii)** Rogers Defined Benefit Pension Plan (Employee contributions required as per Plan formula)

**(b)** All employees receive 10 sick days per calendar year. If hired before February 1 an employee shall receive ten (10) sick days in their first year of employment. If hired before:

March 1	9 sick days
April 1	8 sick days
May 1	7 sick days
June 1	6 sick days
July 1	5 sick days
August 1	4 sick days
September 1	3 sick days
October 1	2 sick days

November 1 1 sick day

Untaken sick days may, at the employee's discretion, be paid out, as current practice, or banked, in any combination. Employees shall only be allowed to have a maximum of 71 banked days at any time. Banked sick days may only be taken for bona fide illness and will not be paid out until such time as the employee leaves the Company, for any reason. By January 31<sup>st</sup> of each year, employees shall receive an official accounting of their banked sick days.

In cases where the Company questions the bona fide nature of the employee's illness or in the case of absence for three (3) days or more, the Company reserves the right to request a doctor's certificate or to appoint another doctor, other than the one providing the certificate, in order to establish the facts in the case. Failure to provide a Rogers' Medical Report (RMR) upon request may result in discipline subject to Article 3.1.

\*\*In the event that The Rogers Short Term Disability Plan is in place at The Shopping Channel, Article 19.1 (a) shall be suspended and banked days earned up to December 31 of the previous year shall be paid out.

**19.2 Maternity and Parental Leave** – The bargaining unit employees will be provided with the maternity and parental leave benefits provided by the Company to other employees of The Shopping Channel from time to time, which benefits will be at least as generous as

those provided pursuant to provisions of the Canada Labour Code.

**19.3** Each employee shall have the right to an annual statement detailing the pension plan benefits.

**19.4** **Bereavement Leave** - When an employee is absent from work due to a death in the immediate family, he/she will be granted up to three (3) days leave with pay. Immediate family is deemed to mean spouse, child, parent, brother, sister, father-in-law and mother-in-law, grandparents and any relative permanently residing in the employee's household or with whom the employee resides.

Requests for additional time off due to special or unusual circumstances (e.g. an employee who has to travel great distances) may be granted up to two (2) additional paid days, for a total of five (5) days of bereavement leave, on an exceptional basis only. Any time exceeding five (5) days is unpaid.

**19.5** The Employer will consider requests for specified unpaid leave for emergencies.

**19.6** The Company will grant sufficient unpaid time to employees for medical, dental and eye appointments where reasonable notice is given by the employee. However, such leave will not be provided if the

employee could have obtained such an appointment outside of working hours on a day on which they are not scheduled to work.

- 19.7 Family Leave** - Specific requests for unpaid family related leaves should be granted to employees for family emergencies, such as the need to be absent to care for a sick child, to accompany a child or spouse to a medical appointment, to make alternate arrangements when caregivers are sick unless it is not reasonably possible to make any other arrangements for the employee to continue to work.
- 19.8** An employee with one year or more of Company seniority shall be granted up to five days unpaid leave upon being married.
- 19.9** When an employee requires leave without pay for any good reason, that employee shall apply in writing to the Company stating the reason for the leave and the length of time being requested. The employee will not suffer loss of seniority or other benefits as a result of such leave. However, such leave will be entirely at the Company's discretion.
- 19.10 Jury Duty** - Employees called to serve on juries shall receive their regular salaries for time already scheduled to work during such periods, less the amount they receive in payment for such calls. An employee serving

on a jury will not be assigned to work evening and midnight shifts or on weekends during such service.

\*\*\*\*\*

**ARTICLE 20  
GENERAL WAGE PROVISIONS**

**\*20.1** Groups for the purpose of job and wage classifications shall be as follows:

Wage Groups, Classifications and Wages

Stagers, Audio Ops and MCO move to their new grids Jan 1, 2014

<b>Jun. 1 2013</b>	<b>Jan. 1 2014</b>	<b>Jun. 1 2014</b>	<b>Jun. 1 2015</b>	<b>Jun. 1 2016</b>	<b>Jan. 1 2017</b>
------------------------	------------------------	------------------------	------------------------	------------------------	------------------------

**Group 1: Showroom Assistant**

Start	\$16.47	\$16.97	\$17.48	\$18.00	\$18.54	\$19.10
<b>40 hour work week</b>						

**Group 2: Inventory Clerk**

Start	\$19.12	\$19.70	\$20.29	\$20.90	\$21.52	\$22.17
<b>40 hour work week</b>						

**Group 3: Graphic Operator, Camera Operator, Graphic Pre-Production, Photographer, Stager**

Start	\$22.19	\$22.85	\$23.54	\$24.25	\$24.97	\$25.72
Year 1	\$22.78	\$23.46	\$24.16	\$24.89	\$25.64	\$26.40
Year 2	\$24.25	\$24.98	\$25.73	\$26.50	\$27.29	\$28.11
<b>35 hour work week</b>						

	<b>Jun. 1 2013</b>	<b>Jun. 1 2014</b>	<b>Jun. 1 2014</b>	<b>Jun. 1 2015</b>	<b>Jun. 1 2016</b>	<b>Jan. 1 2017</b>
--	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------

**Group 4:** Technical Director, General Operator, Associate Producer, Master Control Operator, Audio Operator

Start	\$25.78	\$26.55	\$27.35	\$28.17	\$29.02	\$29.89
Year 1	\$26.48	\$27.28	\$28.09	\$28.94	\$29.80	\$30.70
Year 2	\$27.95	\$28.79	\$29.66	\$30.55	\$31.46	\$32.41

**35 hour work week, except Master Control Operator (32 hour work week)**

**Group 5:** Promo Producer, Image Co-Ordinator, Graphic Co-Ordinator

Start	\$28.19	\$29.03	\$29.90	\$30.80	\$31.72	\$32.68
Year 1	\$28.78	\$29.64	\$30.53	\$31.44	\$32.39	\$33.36
Year 2	\$30.25	\$31.15	\$32.09	\$33.05	\$34.04	\$35.06

**37.5 hour work week**

**Group 6:** Broadcast Technician

Start	\$29.30	\$30.18	\$31.09	\$32.02	\$32.98	\$33.97
Year 1	\$30.01	\$30.91	\$31.84	\$32.80	\$33.78	\$34.79
Year 2	\$31.19	\$32.13	\$33.09	\$34.08	\$35.11	\$36.16

**35 hour work week**

**Group 7:** Producer, Director

Start	\$33.61	\$34.61	\$35.65	\$36.72	\$37.82	\$38.96
Year 1	\$34.43	\$35.46	\$36.53	\$37.62	\$38.75	\$39.91
Year 2	\$35.02	\$36.07	\$37.15	\$38.26	\$39.41	\$40.59

**35 hour work week**

Effective January 1, 2014 - Move Full Time hours to Salary and adjust wages to weekly based on 35-40 work week.

- 20.2** Freelancers at no time shall earn less than the then current starting rate in the classification that they are predominately assigned.
- 20.3** The Company shall, by direct deposit into an employee's bank account, pay bargaining unit employees' salary on the same basis as it provides other employees.
- 20.4** Pay for overtime work shall be made not later than the date following the pay period in which such overtime work occurred, unless it is agreed it will be made up in lieu time at some later date. Employees shall be entitled to make a copy of the weekly/daily time sheet.
- 20.5** All employees will henceforth be paid on an hourly basis and receive benefits accordingly except for those existing salaried employees who remain as such and maintain their benefits accordingly.
- 20.6** New Employees shall be paid according to the wage schedule of the classification for which they are hired. The Company at its sole discretion may assign new employees to a starting position on the wage schedule it considers the most appropriate.

- 20.7** Progression up the salary schedule within a classification shall occur on the first complete pay period following nearest the employee's annual anniversary date of hire, transfer or promotion to the wage classification.
- 20.8** When an employee is promoted into a higher rated job classification, the employee shall immediately move into the higher salary group and receive a salary increase which is at least the equivalent of one full increment in the former group, plus the amount necessary to place the employee on step in the new group. Employees who are promoted from the top of a wage scale of one group to the top of a wage scale in a higher group may only receive the amount of difference between those two salary rates as an increase in conjunction with their promotion.
- 20.9** The rates on the grid schedules are minimums.
- 20.10** Freelance, Part-Time or Temporary employees shall be slotted in the category in which they are predominantly assigned. In the event that a Freelance, Part-Time or Temporary employee works in a classification higher than which they are slotted the temporary upgrade, as set out in Article 15.5, shall apply.



\*\*\*\*\*

**ARTICLE 21**  
**BREAK AND MEAL PERIODS**

- \*21.1** Employees shall be entitled to and shall receive two breaks of 15 minutes each, during each tour of duty of 6 hours or more as assigned or scheduled. It is the intent of the Company to provide more downtime for employees than the minimums and will be granted when reasonably possible.
- 21.2** All tours of duty of more than five hours shall have an unpaid leave of thirty to sixty minutes scheduled, beginning not earlier than the start of the third hour of the tour and ending not later than the end of the sixth hour of such tour.
- \*21.3** Should an employee work through a break with management's advance consent, they will be paid for the time worked at the appropriate rate.

\*\*\*\*\*

**ARTICLE 22  
HOLIDAYS AND VACATIONS**

**\*22.1** Employees in the bargaining unit will receive the holidays and vacations generally provided to employees of the employer as follows:

- |                     |                  |
|---------------------|------------------|
| New Year's Day      | Civic Holiday    |
| Family Day*         | Labour Day       |
| Good Friday         | Thanksgiving Day |
| Victoria Day        | Christmas Day    |
| Canada Day          | Boxing day       |
| (2) Floater Days ** |                  |

\*The Company at their discretion may assign one of the Floater Days to Family Day.

\*\*The second floater holiday may be taken by the employee throughout the calendar year.

If one of these holidays falls on an employee's day off or during an employee's vacation, that day will be granted to the employee at another time, mutually convenient to the employee and the Company.

If an employee is asked to work on one of these days, the employee will receive, at the option of the Company, either

- regular pay for all hours worked on the holiday in addition to the holiday pay; or
- regular pay for all hours worked on the holiday and another day off with pay at a mutually convenient time.

**22.2** The vacation year is based on the calendar year.

**22.3** With one year and more of service, the employee may take his/her vacation at a mutually convenient time during the year beginning January 1<sup>st</sup>. All schedules must be approved by the Department Manager. Employees are required to take their vacation in the year in which it is earned. The Company only permits carry-over into the following year upon the express written permission of the Human Resources department. Payment in lieu of vacation is not permissible.

**22.4** All regular full-time employees are entitled to vacation days in accordance with the table below:

<b><u>Year of Service</u></b> <b><u>(in which service anniversary date occurs):</u></b>	<b><u>Number of Days</u></b>
During first year of service 1 day per month to a maximum of 10 days	
1 year of service	10
2-5 years of service	15
6 years of service	16
7 years of service	17
8 years of service	18
9 years of service	19
10 years of service	20
11 years of service	21
12 years of service	22
13 years of service	23
14 years of service	24
15-20 years of service	25
21 years of service	26
22 years of service	27
23 years of service	28
24 years of service	29
25 years of service and beyond	30

All vacation requests shall be approved in a timely manner and shall not be unreasonably denied.

\*\*\*\*\*

**ARTICLE 23  
HEALTH AND SAFETY**

**23.1** The Director of Human Resources and the Union Business representative or their designates will meet with the Occupational Health and Safety Committee semiannually.

\*\*\*\*\*

**ARTICLE 24  
SCHEDULING WORK STUDENT PROGRAM**

**24.1** The parties hereby recognize that a student may wish to broaden opportunities and enroll in an educational institution to gain practical experience in broadcasting by working as part of a work term project. It is understood and agreed that such students may work with members of the bargaining unit with no more than one work term student being assigned to one employee at a time. They will not be used to displace bargaining unit employees but will not be covered by the terms and conditions of this Collective Agreement.

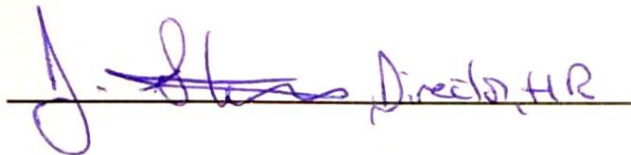
\*\*\*\*\*

**ARTICLE 25  
DURATION OF AGREEMENT**

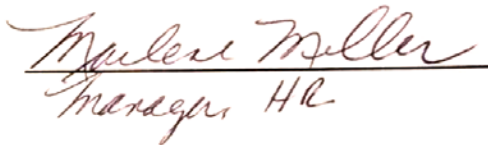
- \*25.1** This Agreement shall commence on the 1<sup>st</sup> day of June 2013 and remain in force for a period of five (5) years ending on the 31<sup>st</sup> day of May 2018 and from year to year thereafter unless either party notifies the other by registered mail, not more than 120 days and not less than 30 days prior to the date of expiry, or anniversary of such date, of its intent to modify this Agreement, or until seven (7) days after a report of a conciliation board has been received by the Minister of Labour. If notice of desire to modify this Agreement is given as specified above, a meeting shall be held 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.

In witness whereof the parties hereto have caused this agreement and attached letters to be signed by their duly authorized representatives. This eighth day of July 2013.

**The Shopping Channel - Division of Rogers Broadcasting Limited**

  
\_\_\_\_\_ Director HR

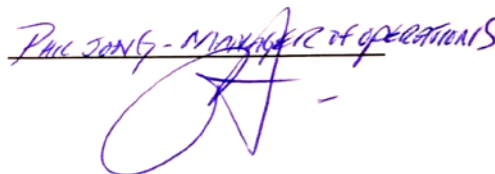
Janet Stern - Director, Human Resources

  
\_\_\_\_\_ Manager HR

Marlene Miller – Manager, Human Resources

  
\_\_\_\_\_ Director Production

Hugh Wilson - Director, Production

  
\_\_\_\_\_ Manager Operations

Phil John – Manager, Operations

**UNIFOR**



Mike Kachurovski, National Representative



Randy Kitt, President 79M



Roger Kornfeld, Unit Vice-President 79M



Hans Rivadeneira, Steward 79M

\*\*\*\*\*

**Letter of Agreement # 1**

Article 26.1 shall be effective Jan 1, 2014 or when the Company introduces a comprehensive new schedule eg: 24 hour schedule.

1. The Master Control Operator's regular hours of work shall be 32 hours.



2. Article 26.3 (Consecutive Days off) will be waived once per nine week rotation, for the current schedule and this waiver will be null and void when a new compressive schedule is implemented.
3. For the duration of the current schedule Producers may take a lieu day or compensation at the appropriate rate for any days worked over 4 days per week.
4. Effective January 1, 2014 vacation pay will no longer be paid out. All regular full-time employees shall be paid their regular hours of work during their vacation allotment.
5. Effective immediately all regular full-time employees shall receive all days as outlined in the vacation schedule.

THE SHOPPING CHANNEL  
Division of Rogers Broadcasting Limited

&

UNIFOR