

Collective Agreement Between

The Shopping channel
Division of Rogers Broadcasting LTD

and

Communications, Energy and Paperworkers
Union of Canada

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This Agreement is executed this day of

BETWEEN: The Shopping Channel,
Division of Rogers Broadcasting Limited

hereinafter referred to as the "Company"

Party of the First Part

AND: Communications, Energy and Paperworkers
Union of Canada

hereinafter referred to as the "Union"

Party of the Second Part

(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.

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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.

(2) PROBATION

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.

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.

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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.

2.7 Article 11.2 - Company seniority will be applied 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.

(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, demote, assign to shifts, assign to overtime, select for positions excluded from the bargaining unit, lay-off, recall, retire, shorten the work week, schedule vacations, reclassify, eliminate classifications, reorganize and also to suspend, 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) establish and administer test to assist the employer in determining the employee's job qualifications, and require pre-employment medical examinations. 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;

- (d) determine the location of operations, their transfer, expansion or curtailment, the direction of working forces the subcontracting of work, the schedules of operations, the number of shifts, job content, quality and quantity standards, the establishment of work or job assignments; create, combine or abolish 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; determine salaries, 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 Except as limited by a provision of this agreement, the employer shall continue to have the undisputed right to take any action it deems appropriate in the management of the plant and the operation of the work force. All inherent and common law management functions and prerogatives which the employer has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the employer.

3.4 Non-exercise of a right by the employer shall be construed as a waiver of that right.

3.5 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.

(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

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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 CEP 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.

(5) USE OF BULLETIN BOARDS

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 for up to two employees at a time, duly authorized to represent employees in order to attend local, regional or national union meetings, or educational conventions for up to five days per year. Request for such leave shall be submitted at least 15 calendar days in advance by the employees.

- (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. Unless mutually agreed otherwise, leave provided for in this Article shall be limited to one employee per job classification at any one time. In a year when a CEP convention is scheduled, the maximum period of total days may be increased by five with the understanding that those days will be used to attend the convention.

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.

(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, Broadcast Operations or his designate and arrange a convenient time in advance which does not unduly interfere with normal operations of the Company.

(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.

(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 The union further agrees that it will not involve any employee of the employer, or the employer itself, in any dispute which **may** arise between any other employer and the employees of such other employer, or between the union and any other employer, ~~or~~ between the employer and any other union. Employees will not allow the performance of their job to be interrupted as a result of such dispute. The employer reserves the right to discharge any employee who leaves or who fails to report to work in order to engage in picketing related to such a dispute, or as a result of such dispute.

8.3 The union agrees that it will not involve or interfere with any other installation of the employer, its affiliates, parent or subsidiaries, as a result of any Labour dispute it may have at the premises covered by this agreement.

8.4 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.

(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 seven (7) 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 seven (7) 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 seven (7) 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 seven (7) days after the meeting described in Step 2, the dispute shall be referred to the Vice-president Broadcast Operations and the Regional Union office for further discussion and consideration. Such meetings shall take place within seven (7) 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 seven (7) 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 • Broadcast Operations (or his/her delegate) at Step 3, within seven (7) 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 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure in the manner, time and order specified herein. The arbitrator shall not have jurisdiction to extend limits and the Canada Labor Code Act, as amended shall not apply.

9.9 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.

9.10 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure within the times specified. Any and all time limits referred to under the grievance and arbitration procedures herein are mandatory, and may be extended only by written agreement between the Employer and the Union.

9.11 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.

(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~~ requires 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.

(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.

11.3 Function group seniority shall be measured by the length of continuous service from the functional groups listed below:

- | | |
|-------------|---|
| Group One | <u>Showroom</u>
Inventory Clerk
Showroom Assistant |
| Group Two | <u>Technical Operators</u>
Technical Director (TD)
Audio
Graphics
Camera
Staging
General Operator (GO)
Master Control Operator (MCO)
Graphics- Pre-Production
Camera- Pre-Production |
| Group Three | <u>Off-Air Production</u>
Senior Promo Producer
Promo Producer
Image Co-ordinator |

Group Four On-Air Production
 Producer
 Director
 Associate Producer(AP)

Group Five Electronic Maintenance Technician
 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:

- (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 six (6)~~ 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 two (2) or more scheduled working days without having first obtained an authorized leave of absence, unless a reason satisfactory to the Company is provided;
- (g) is absent from work without having done what he could to notify the Company at the earliest possible time;
- (h) is absent from work due to sickness or disability for more than three (3) working days and fails, upon his return to work, to produce a Rogers Medical Report from a duly qualified medical practitioner verifying such reason for the absence from work, when so requested by the Company;
- (i) fails to return to work following an illness or accident after he is able to return to work;
- (j) is unable to work, due to non-work related illness for one or more occasions totaling eighteen (18) months in length in any period of eighteen (18) consecutive months, or if the employee has been employed for eight (8) years or more, for nine (9) months in any period of eight (8) consecutive months;
- (k) is a full-time employee, and accepts another full or part-time job in which he or she is scheduled or

agrees to more than 9 hours per week for a period of more than a month, without first obtaining the consent of the Company, in writing, such consent not to be unreasonably withheld.

- (l) the Company reserves its rights to ask for a physician's certificate after an employee returns from sick leave and the refusal to provide the same on two different occasions shall be deemed terminated;
- (m) 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;
- (n) if the employee commits an act of vandalism, damage to company property, commits an assault of a co-worker 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.

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 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;

(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.

(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 regard 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.

(14) OUTSIDE ACTIVITY

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:

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- (a) such activities are not in direct competition with the activities of the Company;
- (b) no employees may exploit their connection with the Company;
- (c) such activity does not adversely affect the employee's work with the Company;
- (d) they do not work more than 42 hours in a week in total without the advance written consent of the management;
- (e) they do not ask for time off or a change in schedule as a result of this work

(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 so that their hours of work exceed 40 hours in a week, they will be paid a premium of 1.5 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 An employee who is assigned to a higher classification or works as a dual function TD/Director ~~for~~ at least one full shift will receive an additional \$1.50 an hour above their regular rate.

(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 rate of thirty cents (.30 cents) per kilometer. 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.

(17) JURY/WITNESS D U N

17.1 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.

(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.

(19) EMPLOYEE BENEFITS

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

19.1 The following benefits will be provided to all employees which will be identical to those provided to TSC employees generally:

Life insurance
AD&D
LTD
Extended Health Care
Dental
Pension
Computer Purchase Plan
Educational Assistance
TSC Discount
Employee Service Recognition Program

- (a) Salaried employees shall continue to receive ten (10) sick days per year. Hourly employees shall continue to receive five (5) sick days per year, except that effective January 1st, 2006 the five (5) days will become six (6) days, and further except that effective January 1st, 2007 the six (6) days shall become seven (7) days.

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 Employees in the bargaining unit will be entitled to receive membership and continuing membership in whatever pension plan is provided generally to The Shopping Channel employees, from time to time.

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

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

3 days - spouse or child, legal guardians, parent, sibling, son-in-law, daughter-in-law, mother-in-law, father-in-law or any relative permanently residing in the employee's household with whom the employee resides;

1 day - grandparent, brother-in-law or sister-in-law.

Spouse shall include those individuals in a common-law relationship as defined in the *Family Law Reform Act*. **Pay** for such bereavement leave will be limited to the number of scheduled working days in the period occurring immediately following the death. Additional unpaid leave will be granted for any necessary travel time to distant locations for a maximum period of four additional days.

19.6 The Employer will consider requests for specified unpaid leave for emergencies.

19.7 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.

19.8 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

19.9 *An* employee with one year or more of Company seniority shall be granted up to five days unpaid leave upon being married.

19.10 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.

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(20) GENERAL WAGE PROVISIONS

20.1 Increase all wage rates within the Collective Agreement, and all wage rates paid to employees as follows:

- Effective January 1, 2004 - add 7%
- Effective January 1, 2005 - add additional 3%
- Effective January 1, 2006 - add 3%
- Effective January 1, 2007 - add 3%

The above increases are reflected in this article.

Said 7% increase to be fully retroactively paid to January 1, 2004.

	January 01 2004	January 01 2005	January 01 2006	January 01 2007
GROUP 1 SHOWROOM				
Inventory Clerk	\$28,806.72	\$29,670.92	\$30,561.05	\$31,477.88
showroom Assistant	\$21,918.16	\$22,575.70	\$23,252.97	\$23,950.56

GROUP 2 TECHNICAL OPERATORS

Technical Director (TD)	\$38,296.56	\$39,445.46	\$40,628.82	\$41,847.68
Audio	\$31,311.66	\$32,251.00	\$33,218.53	\$34,215.09
Graphics	\$31,311.66	\$32,251.00	\$33,218.53	\$34,215.09
Camera	\$31,311.66	\$32,251.00	\$33,218.53	\$34,215.09
Staging	\$31,311.66	\$32,251.00	\$33,218.53	\$34,215.09
General Operator (GO)	\$36,128.83	\$37,212.69	\$38,329.07	\$39,478.94
Master Control Operator (MCO)	\$30,107.36	\$31,010.58	\$31,940.90	\$32,899.12
Graphics - Pre-Production	\$31,913.80	\$32,871.21	\$33,857.35	\$34,873.07
Camera - Pre-Production	\$31,913.80	\$32,871.21	\$33,857.35	\$34,873.07

GROUP 3 OFF-AIR PRODUCTION

Senior Promo Producer	\$37,766.68	\$38,899.68	\$40,066.67	\$41,268.67
Promo Producer	\$31,806.13	\$32,760.32	\$33,743.13	\$34,755.42
Image Co-ordinator	\$31,806.13	\$32,760.32	\$33,743.13	\$34,755.42

GROUP 4 ON-AIR PRODUCTION

Producer	\$37,766.68	\$38,899.68	\$40,066.67	\$41,268.67
Director	\$37,573.98	\$38,701.20	\$39,862.23	\$41,058.10
Associate Producer (AP)	\$35,093.14	\$36,145.94	\$37,230.31	\$38,347.22

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GROUP 5 ELECTRONIC MAINTENANCE TECHNICIAN

Broadcast Technician \$34,322.39 \$35,352.06 \$36,412.62 \$37,505.00

20.02 The freelance rate shall be as follows:

January 1 2004	January 1 2005	January 1 2006	January 1 2007
\$14.82/hr	\$15.26/hr	\$15.72/hr	\$16.19/hr

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 The individual wage slotting sheets attached to the Memorandum of Agreement signed by the parties and dated September 25, 1999 shall be considered a part of the collective agreement

(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, unless the condition of work on a particular tour of duty prohibits it. These break periods shall not be given during the first or last hour of the tour of duty.

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 meal break with management's advance consent, they will be paid for the time worked at the appropriate rate.

(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	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing day
Civic Holiday	Floater Day *

*The Floater Day is sometimes voted on by the entire company if there is a choice of where to place it in the 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 1st. 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 During the employee's first year of service an employee's earned vacation may be taken in the same calendar year after six months of service or the following:

(Vacation is accrued at one day per month up to a maximum of 10 days.)

After 6 months service and up to 1 year service	1 week
After 1 year service	2 weeks

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After 3 years service	3 weeks
After 6 years service	3 weeks + 1 day
After 7 years service	3 weeks + 2 days
After 8 years service	3 weeks + 3 days
After 9 years service	3 weeks + 4 days
After 10 years service	4 weeks
After 12 years service	4 weeks + 1 day
After 14 years service	4 weeks + 2 days
After 16 years service	4 weeks + 3 days
After 18 years service	4 weeks + 4 days
After 20 years service	5 weeks
After 21 years service	5 weeks + 1 day
After 22 years service	5 weeks + 2 days
After 23 years service	5 weeks + 3 days
After 24 years service	5 weeks + 4 days
After 25 years service	6 weeks

(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 semi-annually.

(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.

(25) DURATION OF AGREEMENT

25.1 This Agreement shall commence on the 1st day of January 2004 and remain in force for a period of 48 months ending on the 31st day of December 2007, 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 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 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 13TH day of DECEMBER 2004

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



Jerry Appleton, Vice-President Broadcast Operations

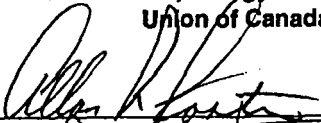


Michael Gass, Vice President - Rogers Media

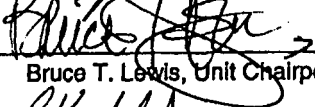


Jo-Ann Latham - Human Resources Director

**Communications, Energy and Paperworkers
Union of Canada**



Allan R. Foster, National Representative



Bruce T. Lewis, Unit Chairperson



Roger Kornfeld, Member Negotiating Committee

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**LETTER OF AGREEMENT NO. 1
PAST PRACTICE**

Actual, current continuing practices will be continued.

**LETTER OF AGREEMENT NO.2
SCHEDULING**

The Company has no present intention of changing the existing schedule. However, the parties appreciate that business needs, hence schedules, can be dynamic and unforeseen changes can occur. The parties also appreciate that changes must be made with sensitivity to affected employees. Therefore, the company will provide one month's notice of a schedule change and the VP of HR will meet with the Union at its request, to discuss it. Furthermore, such a change will only occur for bona fide business reasons and such reasons, if questioned, could be reviewed by an arbitrator to determine whether the reasons are bona fide.

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