

COLLECTIVE AGREEMENT

BETWEEN:

Rogers Media Inc. dba Sportsnet (Highlight Zone)
Hereinafter referred to as the “Company”
Party of the First Part

AND:

Unifor
Hereinafter referred to as the “Union”
Party of the Second Part



February 10, 2023
To
November 30, 2026

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ARTICLE 1 - PURPOSE AND RECOGNITION

- 1.0 It is the purpose of this Agreement to recognize a common interest between the Company and the Union. The parties agree to promote the utmost cooperation and friendly spirit between the Company and their employees.
- 1.1 The parties recognize that the business in which they are engaged in is increasingly competitive and the parties recognize the need to maintain an efficient operation. The Company and the Union agree to work together to maintain an efficient operation. The Company and the union agree to work together to attain these objectives.
- 1.2 To set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties.
- 1.3 To provide a procedure for prompt and equitable adjustment of grievances. To this end both parties sign this agreement in good faith.
- 1.4 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:
 - (a) The Company agrees to instruct its supervisory and management staff to adhere to and enforce this Agreement.

(b) The Union agrees to instruct its officers, stewards and members to carry out the terms and requirements of the Agreement and to fulfill their responsibilities as employees of the Company.

To this end, the two parties sign this agreement in good faith.

1.5 The Company recognizes the Union as the exclusive bargaining agent for all employees as defined by the Canada Industrial Relations Board subject to any amendments mutually agreed to by the parties or ordered by the Canada Industrial Relations Board.

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

- a) Proposed job title
- b) Proposed pay group
- c) Proposed general description of the duties and responsibilities

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

ARTICLE 2 – DEFINITIONS

- 2.0** All employees covered by this Agreement shall be considered full-time employees of the Company except as hereinafter provided. They shall be probationary employees for a period of 90 days from the date of their employment with the Company. The Company may extend the probationary period up to a total of 180 days from the date of hiring, and in such event, will discuss the matter with the representative of the Local Union prior to the end of the first 90 day period. The employee and the Union shall be advised of such extension, in writing, and the reasons therefor. During the probationary period or extension thereof, the Company may release the employee for reasonable cause.
- 2.1** A temporary employee for the purposes of this agreement is one hired for a specific term or task on a full-time basis. Example: maternity leave replacement or sick leave replacement.
- 2.2** Independent contractors who do the same work as Casual (Freelance) employees are not employees. They are hired on a daily or sporadic basis and Article 2.5 Casual (Freelance) employees applies, however Article 18 and 22.3 are further excluded.

- 2.3** A Casual (Freelance) employee is one hired on a sporadic, daily basis or less than full-time hours.
- 2.4** The employer is not restricted in their use of Casual (Freelance) employees, temporary employees or independent contractors (as defined above), except where it precludes the creation of full-time positions. In such case, the parties will meet to discuss the creation of such where practicable.
- 2.5** Casual (Freelance) employees shall be subject to the terms of this Collective Agreement except for Articles 2.0, 9.2, 10.0, 10.2, 10.4, 10.5, 10.10, 12.1, 13.0, 13.1, 13.2, 14.2, 14.4, 14.5, 14.6, 14.8, 18.2, 21.0, 21.1, 21.2, 22, Schedule B and Letters of Understanding and as specifically provided for herein:
- a) Casual (Freelance) employees will be paid a rate no less than the rate on the wage grid in their category.
 - b) 14.7 applies only when the employee attends a portion of the original scheduled shift.
 - c) 15.8 applies after forty (40) hours worked in a work week.
 - d) Article 25 does not apply to casual (freelance) employees except to identify statutory holidays.
- 2.6** Temporary employees shall be subject to the terms of this Collective Agreement except for Articles 2.0, 9.2, 10.0, 10.5, 10.10, 13.0, 13.1, 13.2, 18.2, 21.0, Schedule B and as specifically provided for herein:

- a) Temporary employees will be paid a rate no less than the rate on the wage grid in their category.
- b) Temporary employees who are subsequently hired without a break in service will receive credit for their total accumulated hours upon successful completion of the probationary period and the total accumulated hours worked will be credited to their seniority.
- (c) Job postings, as per Article 10.4 shall not be required for temporary employees whose term of employment is three (3) months or less.
- (d) Article 14.5 shall not apply to temporary employees who are hired specifically for regularly scheduled work on weekends.

ARTICLE 3 -MANAGEMENT RIGHTS

- 3.0** The Union acknowledges that it is the exclusive function of the Company 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 Company 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, schedule vacations, reorganize also to suspend, discipline or discharge employees, provided that a claim by an employee who has successfully passed probation that has been discharged or disciplined, without just cause, may be subject of a grievance and dealt with as hereinafter provided.
- (c)** Determine the location of operations, their transfer, expansion or curtailment, the subcontracting of work as confirmed by the terms 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, the judgment and final classification of personnel qualifications; 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 Company at any time, the number of hours to be worked in accordance with the collective agreement; and the determination of financial policies, including general accounting procedures and customer relations.

- 3.1** The jurisdiction over all facilities, building and equipment are solely and exclusively the responsibility of the Company.
- 3.2** Except as limited by a provision of this Agreement, the Company shall continue to have the right to take any action it deems appropriate in the management of operations and the work force. All inherent and common law management functions and prerogatives which the Company has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Company.
- 3.3** No non-exercise of a right by the Company 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 or is unreasonable in the exercise of its management rights 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 – UNION SECURITY AND REPRESENTATION

- 4.0** The Company agrees to deduct uniform dues and assessments, but not fines, as levied by the Union as a condition of employment for every employee in the bargaining unit.

Beginning with the date of hiring in the bargaining unit, dues shall be deducted in each pay period as a percentage of earnings for regular and all additional earnings. It is further understood that while the amount of deductions may change, the Union may not change the calculation formula during the term of the collective agreement.

- 4.1** The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability including legal fees that may arise out of or by reasons of, deductions made or payments made in accordance with this article.
- 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 (15th) of the month following the month for which the dues are deducted together with the following information:

- (a) Employee name, address, phone number, e-mail address, and employment status
- (b) Gender
- (c) Classification, salary and seniority
- (d) The amount of dues deducted on base wages and total dues deducted for each employee.
- (e) The name of any employee who has left or joined the Company since the last payment, including the name of any employee going on or returning from child care leave or long-term disability.

***4.3** Notices to Union - The Company shall provide to the Union one copy of the following:

- (a) Notice provided through a monthly report of hiring or promotion of any employee within the bargaining unit.
- (b) Within five (5) working days, written notice of hiring, dismissal, promotion, or demotion of regular bargaining unit members.
- (c) Written notice of suspension, or any corrective (disciplinary) action placed on an employee's file within the bargaining unit within five (5) working days provided the employee has consented to the release of such information.

(d) Any notice directed to employees pertaining to a change in the application or agreed interpretation of this Agreement.

(e) The Company shall, when notifying a person of their acceptance as an employee, provide in writing, the starting rate of pay and the classification to which the employee is assigned. The Company shall also include, at the same time, a copy of the current Collective Agreement, which shall be supplied by the Union, or may provide an electronic copy.

4.4 The Company agrees to the posting by the Union on scheduling boards, of announcements regarding elections, meetings, negotiation developments and the internal affairs of the Union, provided such notices are authorized by Management. Such authorization will not be unreasonably withheld.

***4.5** Upon reasonable advance notice by the Union, the Company will release, without pay, up to two (2) employees named by the Union to attend negotiation meetings. In addition, these employees will be released without pay for one day during the term of this Agreement to attend a pre-negotiation meeting. During such leave the Company will make every effort to ensure that the employees schedule on either side of the leave has a turnaround period of at least twelve (12) hours, however a minimum of ten (10) hours shall be given between their working shift on the day prior to bargaining and the scheduled start of bargaining. It is

understood that any early release from a scheduled shift shall be considered leave without pay under this article.

- 4.6** Leave without pay will be granted to any employee duly authorized to represent employees in order to attend executive council meetings, labour conventions, congress, and other legitimate union activity. 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 thirty (30) working days in any calendar year. Additional requests above this maximum must be submitted to the Director, Human Resources for approval, or their designate. Such requests will not be unreasonably denied. The leave provided above will be limited at any one time to two (2) employees from different job functions.
- 4.7** One employee from the bargaining unit may take a leave without pay from the Company in order to accept a full-time position with the National Union or an official labour body for a period not exceeding six (6) years, or a full-time appointive position with the Local Union for a period not exceeding three (3) years. Any additional yearly periods may be granted by the Company on receipt of a written request from the employee and the President of the Union. Such additional leave shall not be unreasonably withheld.

- *4.8** Leave taken under Articles 4.7 shall not constitute a break in continuity of service in the computation of seniority, severance pay, or other benefits under this agreement.
- *4.9** When an employee is released without pay under the provisions of article 4.5, 4.6 and 4.7 above, the Company will pay the employees for regular wages lost. The Company will provide a detailed report to the Union for all hours paid to employees under this Article quarterly, and the Union shall remit all monies owed to the Company by way of cheque within fifteen (15) calendar days of receiving the invoice
- 4.10** The Company acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 4.11** Since the Steward's first obligation is the performance of their duties to their 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 employee will be paid their regular rate, but any time spent in such meetings shall not be considered for the purpose of determining overtime pay or any other premium rates. Grievance meetings will be held with due regard to the operations of the employer and the parties involved.

- 4.12** The Company agrees to recognize one (1) Union Unit Vice-President from either Unifor bargaining unit at Sportsnet and three (3) Union stewards.
- 4.13** The Company shall be notified, in writing, by the Union of the name of the Union Representatives and the Company need not recognize them until this occurs.
- 4.14** Effective January 1, 2022 the employer agrees to pay into a special fund an amount of **\$0.01** per hour worked per employee to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted within the first quarter yearly into a trust fund established by the Unifor National Union, effective from the date of ratification. Payments will be sent by the employer to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto, ON
M2H 3H9

The Company agrees to grant leave without pay to members of the bargaining unit for Education Leave, subject to operational requirements, to a maximum aggregate of ten (10) days in any calendar year. Requests for leave shall be submitted by the Union, with their selection of Candidates for Education Leave, in writing at least twenty (20) days in advance. The

leave provided will be limited at any one time to two (2) employees, each from different job functions. The process outlined in article 4.7 of the collective agreement shall be applied to pay members taking unpaid leave under this letter.

ARTICLE 5 – ACCESS TO PREMISES

- *5.0** The Union shall have access to the Company's premises for matters necessary to the carrying out of this Agreement. To that end, accredited Union Officers, when they wish to visit the Company premises shall contact Human Resources or their designate and arrange a convenient time, in advance, which does not interfere with the operations of the Company.

ARTICLE 6 – NON-DISCRIMINATION

- 6.0** The parties will not interfere with, restrain or coerce employees covered by this Agreement because of membership or non-membership in or lawful activity on behalf of or opposed to the interest of the Union.
- 6.1** Employees shall not be entitled to process a grievance under this Article and a complaint under the Canadian Human Rights Act at the same time.

- 6.2 The Company and the Union agree to abide by the Canadian Human Rights Act.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

- 7.0 The Union will not cause, nor will any member of the Union take part in the cessation of work or a refusal to work or to continue to work by employees, in combination, in concert or in accordance with a common understanding, and a slowdown of work or other concerted activity on the part of employees in relation to their work that is designed to limit or restrict output of any of the Company's operations during the term of this Agreement. An employee who is found to have contravened this Article shall be subject to discipline up to and including immediate dismissal. If such activity should be taken, the Union will instruct its members to carry out the provisions of the Agreement, return to work, and perform their duties in the usual and proper manner. There shall be no lockout of employees by the Company during the term of this Agreement. Similarly, the Company shall not cause or direct any lockout of employees during the life of this agreement.
- 7.1 Employees will not allow the performance of their job to be interrupted as a result of any dispute between the Union and any other employer, or between the

company and any other union. The Company 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, in accordance to Article 3.0 (b) of the Collective Agreement.

- 7.2** The Company and the Union agree that union officials and management have a higher level of responsibility to have a leadership role to prevent any violation of this Agreement.
- *7.3** The Company agrees that it will not assign employees to work at a Rogers' facility that is on strike to perform that unit's work. It is understood that the company may assign an employee to work at their regular place of employment notwithstanding that employees in another bargaining unit may be on strike or locked out.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.0** 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.
- 8.1** The Union and the Company agree that when a grievance of an individual nature arises it is in the best interest of both parties for the individual to first discuss the matter with the immediate supervisor or Department

Manager with the object of resolving the grievance. An employee may have a Union Representative assist in this discussion.

8.2 The parties recognize that the “Canada Labour Code” provides that any employee may present a personal grievance to the employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following articles on the grievance procedure

8.3 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: The grievance shall be reduced to writing and a copy thereof delivered to the Department Manager or designee within fifteen (15) business days of the arising of such grievance.

- a) The griever’s name and occupation
- b) The date of event giving rise to the grievance
- c) The nature of the grievance
- d) The remedy sought from the employer
- e) Identification of the articles or external statutes allegedly violated

A grievance shall not be deemed to be invalid by reason only of the fact that the grievance form was not properly completed with respect to the information stipulated in this Article.

The Company reserves the right to request the above information prior to conducting a grievance meeting. The parties shall meet to discuss the grievance and the Department Manager or designee, will respond to such grievance in writing within fifteen (15) business days.

STEP 2: If the grievance is not recorded as settled in Step 1, the dispute shall be referred to the appropriate company director or designee and the National Union Representative or designee for further discussion and consideration within fifteen (15) business days.

STEP 3: In the event that the representatives of the Company and the Union cannot reach an agreement, within ten (10) business days of the referral in Step 2, the dispute may, by written notice of either party to the other party be submitted to final and binding arbitration within ten (10) business days of that. The parties shall, within ten (10) business 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 these ten (10) business days, 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 obligated to pay the cost of a stenographic transcript or interpreter without express consent.

- 8.4** The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement. Notwithstanding the forgoing, the arbitrator shall have the power to direct, if the arbitrator deems proper, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be re-instated with pay and with any other benefit under this Agreement which may have been lost. The arbitrator may direct that some other penalty or disciplinary action be substituted.
- 8.5** If either of the parties to this Agreement considers that this Agreement is being misinterpreted or violated in any respect by the other party, the matter shall be reduced to writing as per Step 1 of the grievance procedure outlined in 8.3 and shall be discussed between representatives of the Company

and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 3 of Article 8.3. The provisions of Article 8.5 shall not be used to institute a grievance where any employee could institute a grievance on their own behalf under the individual grievance procedures of Article 8.3. Article 8.5 shall not be used to obtain individual redress or compensation on behalf of an employee.

- 8.6** No matter may be submitted to arbitration, which has not been properly carried through all previous steps in the manner, time and order specified herein. The Arbitrator shall have no jurisdiction to extend limits.
- 8.7** Any complaint or grievance that 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 Company and the Union, only in writing or email may extend the limits specified in the grievance procedure, provided that such extension for any one grievance shall not be a waiver of the time limits for any subsequent grievances. If the responding party fails to respond to a grievance of the other party within the time allotted herein, the grieving party shall have the right to advance the grievance to the next step.
- 8.8** It is agreed that a settlement of any grievance prior to the decision of the Arbitrator under the grievance procedure shall not be construed as a

precedent and shall not be binding on either party in respect to any other grievances. However, it is agreed that if the parties wish to settle the grievance as a binding precedent to other matters, the settlement and its conditions must be signed off by the National Union Representative or designee and the Director of Human Resources or designee.

8.9 Any time limits mentioned under the grievance procedure shall exclude sick days of the griever.

8.10 If a grievance meeting is held during the employee's regularly scheduled shift, the employee will suffer no loss of base pay or benefits.

**ARTICLE 9 – REPORTS ON PERFORMANCE,
DISCIPLINE AND DISMISSAL**

9.0 Employees in the bargaining unit will not be required to formally submit written evaluations on other employees in the bargaining unit. This article shall not apply to an employee who has been temporarily upgraded or transferred outside of the bargaining unit.

- 9.1** Employees shall have the right to take a local union officer to any investigatory or disciplinary meeting involving their supervisor or management personnel. If an employee was not given the opportunity to have Union Representation in a meeting, there shall be another meeting scheduled with the employee, a Local Union Officer and management. No disciplinary action will be effective until after the subsequent meeting. The subsequent meeting will be held at the earliest convenience of all parties involved.
- 9.2** Access to files- Employees shall have access to their personnel files during normal office hours once every twelve (12) months, or earlier in the event of a grievance, with reasonable notice
- 9.3** The Company will investigate issues and make a determination regarding the level of any corrective action (discipline), within twenty (20) business days of the company becoming aware of the issue. If the twenty (20) business days' time limit cannot be met, the Company will notify the Union in writing of the requirement for an extension of the time limits and reason thereto. The Company and the Union agree that any such reasonable notification shall be accepted by the parties.
- *9.4** In exceptional circumstances it is agreed that the Company may hold an employee out of service without pay for up to five (5) days pending the outcome of an investigation;

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

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

- 9.5** The Company shall not rely upon discipline or corrective action issued earlier than twenty-four (24) months prior when assessing appropriate discipline

provided that the employee has been discipline free for a period of twenty-four (24) months.

ARTICLE 10 – SENIORITY RIGHTS

- 10.0** Bargaining unit seniority shall be deemed to have commenced on the date of hiring into the bargaining unit, and shall be equal to the length of continuous service in the bargaining unit (n.b. union seniority for employees on staff as of the date of ratification shall be retroactive to their date of hire at Sportsnet). It shall relate to the order of layoffs, recall from layoff, promotions and choice of vacation periods. The Unit Vice-President will be provided a seniority list upon request in writing to the HR department.

On July 1, of each year the Company shall post, at each location, a seniority list covering all full-time regular employees in the bargaining unit by name, classification and seniority date. A copy shall be provided to the Union. Over the next thirty (30) days, employees shall have the opportunity to request corrections, if any, in writing, which shall also be copied to the Union. After the initial thirty (30) days the Company and the Union shall meet to discuss and address requested corrections to the seniority list if any. The parties agree that requested revisions must be supported by legitimate evidence. A corrected seniority list shall be posted in all locations no later than September 30th which shall be in effect until the following year.

- 10.1** Seniority credit shall continue to accrue while an employee is on leave granted by the Company to a maximum of one (1) year, provided that the employee chooses to pay Union dues while on leave. Such dues shall be remitted directly to the Union.
- 10.2** The Company recognizes that employees are hired to perform in a regular job classification and will make every reasonable effort to assign employees to that classification. The Company has the right to assign employees to other job classifications in extra-ordinary situations and will not do so in an unreasonable or arbitrary manner. In such situations, the employee will not be reprimanded for errors committed in the course of performing such work if the error was directly a result of the employee not having been adequately trained to perform the alternate position. Where agreed to by the parties, cross assignments of job functions will be allowed in individual circumstances. This will include cross assignments within a single shift as outlined above.
- *10.3** An employee shall lose all seniority and their employment shall be deemed terminated if they:
- a) Voluntarily leaves the employ of the Company;
 - b) Is discharged and is not reinstated 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 to the lesser of their period of seniority or twelve (12) months;
- e)** After notice of recall from lay off is sent by email and registered mail to their last address on file with the Company, fails to advise the Company of their 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 due to sickness or disability for three (3) or more consecutive working days and fails; upon their return to work, to produce a certificate from a duly qualified medical practitioner verifying such reason for the absence from work, when so requested by the Company;
- g)** Fails to return to work following an illness or accident after they are able to return to work; provided the parties have met their duty to accommodate as required by the Canadian Human Rights Act.

10.4 Job vacancies shall be posted for five (5) working days. In making selections to fill a job vacancy, promotions or transfers to jobs within the bargaining unit shall be based on qualifications established by the company which may include the following: creativity, knowledge, experience, skill, ability, attitude training and/or education, as well as other relevant factors. Providing that one or more of the applicants satisfactorily meets or exceeds the qualifications, the company shall award the position to the best applicant. In the event that the best two applicants are relatively equal in their qualifications, the position shall be awarded to the more senior of those two applicants. If there are no qualified candidates, the company may hire externally.

***10.5** If the Company decides to decrease the workforce, then employees within the job classification will be laid off in reverse order of seniority. An employee selected for layoff from one classification who has the qualifications in another classification may apply seniority as defined in Article 10.1 of this agreement and transfer laterally or downward to another group. ~~It is understood and agreed that an employee, after exercising their right to bump, shall require a certain period of familiarization (up to a maximum of 4 weeks) in the new classification. The Company will provide the union and the employee with 30 days' notice of layoff, or payment in lieu of notice. Once the notice of layoff~~

has been given, the Company, upon receiving sufficient notice from the employee, will agree to the granting of reasonable time off, without loss of pay or vacation credits, in order for the employee to attend job interviews.

***10.6** In recalling eligible employees, the Company's responsibility will be fulfilled if the Company gives notice in writing by registered mail to the last address left by the employee with the Company. Employees must notify the Company of their intention within seven (7) days of receipt at the address of the notice from the Company, and must report for duty within seven (7) calendar days of acceptance of the offer or recall, unless mutually agreeable arrangements are made in writing between the employee and the Company. Otherwise, they will be deemed to have abandoned their employment.

10.7 When vacancies occur, the Company agrees to recall, in the order of Bargaining Unit seniority, former employees eligible for recall who have been laid off for a period not exceeding one (1) year, providing the employee possesses the qualifications to fill the vacancy, and shall provide the employee with a period of familiarization (up to a maximum of 7 working days). In the event that the Company and the Union do not agree on the qualifications of the employee in question, the matter will be subject to the grievance procedure. An employee who bumped into a lower rated classification in accordance with Article 10.5 shall

retain first recall rights to the employee's previous classification when a vacancy occurs therein.

- 10.8** Nothing in this article shall not be interpreted as prohibiting supervisors within the bargaining unit from performing duties under their supervision while engaged in supervising.
- 10.9** In the event that the Company requires an employee to transfer to another city and that employee is required to transfer their residence as result, the Company will reimburse them for their reasonable transportation costs, up to a maximum of \$10,000, to move their immediate family who reside with them and household goods.
- *10.10** If an employee, with more than one (1) year service, accepts a temporary position within the Company but outside of the Bargaining Unit, and returns to the Bargaining Unit within one (1) year, they will return with all accrued service and seniority as if they had not left the bargaining unit, provided that the employee chooses to pay Union dues while on leave. Such dues shall be remitted directly to the Union.

ARTICLE 11 – JURISDICTION

11.0 The Company agrees not to assign bargaining unit duties to other than employees in the bargaining unit or contract out if such a work assignment avoids the hiring of a full-time employee in the bargaining unit, results in a layoff, or prevents a recall from layoff of a full-time employee. Where work assigned to non-bargaining unit members could create an additional position within the bargaining unit, the parties will meet to discuss the creation of such where practicable. It is agreed that the Company's obligations under this article shall only apply with respect to work on television programs or productions produced exclusively by and for the Company at the Company's premises.

See Letter of Understanding #1

11.1 Should the introduction, replacement, supplementation or modification of any machinery, equipment or device result in the layoff of employees as distinguished from layoffs caused by any reason, the Company agrees to the following conditions:

(a) The Company will give the Union and the employees affected as much advance notice as is practicable, but not less than 90 days notification of such layoffs or, to the extent the notice provided is less than 90 days, pay in lieu of the deficiency in the notice provided below 90 days, plus all benefits for the period of notice provided. Also, the

employee shall receive severance pay as outlined in Schedule (B).

- (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; this shall be done by providing, wherever practicable, alternative employment within the bargaining unit for employees whose jobs have been eliminated, training opportunities for such positions within such notice period, or by joint efforts on the part of the Company and the Union to obtain employment outside the Company, and/or by other means that the parties may, by mutual agreement, decide upon. The Company will provide such employees reasonable time off, during their normal workweek without loss of salary, to be interviewed for positions outside the Company.

ARTICLE 12 – OUTSIDE ACTIVITIES

12.0 The primary and predominant professional obligation of the employees shall be to the Company.

12.1 Employees shall only be free to engage in activities outside the hours of work provided that;

- (a) Such activities of the employee or the company for whom they are engaging in activities are not in direct competition with the activities of the Company (the broadcasting of sports on Cable, Over Air, DTH, Internet; Digital Cable or any future technology which enables the broadcasting of sports),
- (b) Employees do not exploit their connection with the Company;
- (c) Such activity does not adversely affect the employee's work with the Company;
- (d) Employees received written consent from the Company; such consent will not be unreasonably withheld.
- (e) They do not ask for time off or a change in schedule as a result of this work

ARTICLE 13 – GROUP BENEFITS

- 13.0** The Company will provide life insurance, sick-leave, health and dental, short-term and long-term disability group plans for regular full-time and qualifying part-time employees at no less than the level of those provided in the Rogers Communications Inc (RCI Plans). The Company agrees that no change will be made to the terms and conditions of this plan, as it applied to the members of the bargaining unit, without prior discussion with the Local Union.
- 13.1** The Company will provide optional benefits offered to all regular full-time employees at no less than the level of those provided in the Rogers Communications Inc (RCI Plans).
- 13.2** All regular employees are eligible to participate in the following programs at no less than the level of those provided in the Rogers Communications Inc (RCI Plans):
1. Rogers Defined Benefit Pension Plan “the DB Plan”
 2. Rogers Defined Contribution Pension plan “the DC Plan”
 3. Employee Service Recognition Program
 4. Employee and Family Assistance Program

5. Employee Share Accumulation Plan
6. Educational Assistance Program
7. Global RRSP Savings Plan
8. Rogers Group Tax-Free Savings Account
9. Other employee discount programs

13.3 In cases where the company questions the bona fide nature of the employee's illness or in the case of absence for three (3) consecutive days or more, the company reserves the right to request a doctor's certificate and/or to obtain a doctor's opinion and/or to require the employee to attend a medical specialist of its choice. Any customary (i.e. doctors notes, under doctor's care notes) costs incurred by the employee in fulfilling their obligation(s) under this article shall be the responsibility of the Employee.

**ARTICLE 14 – HOURS AND SCHEDULING OF
WORK**

- 14.0** The standard workweek for all regular full-time employees shall be forty (40) hours. The workweek will commence 00:01 SUNDAY.
- 14.1** Hours of work shall be inclusive of meal breaks and rest periods; employees will be required to take their rest periods and meal breaks in the vicinity of their work area
- 14.2** There shall be two (2) consecutive days off. These days off may be scheduled in separate workweeks.
- 14.3** It is the responsibility of employees to ascertain their work schedule as posted by the employer. When the next scheduled shift is changed, the Company will make a reasonable attempt to notify the employee. Due to the nature of live programming, employees are encouraged to check the web-based schedule. However, employees are not required or responsible for knowing about changes while off duty
- 14.4** Scheduled days off will not be changed without the consent of the employee after 1pm on the Monday prior to the week.

- 14.5** Full-time employees will receive at least three (3) weekends off per calendar quarter unless an employee is expressly hired to provide regular weekend coverage in each schedule.
- 14.6** The Company agrees to consider suggestions from employees to maximize the number of weekends off provided, and to minimize the number of consecutive days worked for employees. Notwithstanding this, employees may be scheduled to a maximum eight days in a row.
- 14.7** Shift start and finish times can be changed no later than 2:45 pm the day previous. Otherwise, employees will be paid the original shift plus any hours outside the original shift.
- (a)** Following 1 pm on the Monday prior to the week in which an employee has scheduled the commencement of vacation, shift start and finish times shall not be changed for the day prior to or for the day after an employee's scheduled vacation, without the expressed consent of the employee.
 - (b)** Employees who express their consent to alter their shift start and finish times in accordance with the above, will be entitled to an additional 0.5 basic hourly rate for those hours worked into the vacation day.
 - (c)** Article 14.7 (a) shall not apply in circumstances where vacation is requested and/or approved following 1pm on the Monday prior to the week.

14.8 If a shift starts on a regularly scheduled workday and extends into a scheduled day off beyond 2:30 A.M., the employee shall be paid an additional 0.5 basic hourly rate for those hours worked into the day off. In this case, the turnaround shall be reduced by the hours of work performed on the scheduled calendar day off.

***14.9 Tour of Duty:** A tour of duty shall mean the authorized and/or approved time worked by an employee during a day, and not including any time worked as a result of a call-back as per Article 15.2, with a minimum credit of an 8 hour work day for full-time and temporary employees, calculated to the end of the last quarter (1/4) hour in which work was performed; provided if the tour extends past midnight, it shall be considered as falling wholly within the day in which it starts.

14.10 Hours and Scheduling of Work/Reduction in Pay When Late - An employee who reports late for an assignment may be subject to a reduction in pay when such lateness is not due to a circumstance beyond the control of the employee (e.g., Act of God). For purposes of determining the amount of reduction, the employee's total tour of duty may be reduced by the period of lateness calculated to the end of the quarter (1/4) hour in which the employee reported for duty.

14.11 Hours and Scheduling of work (Calling in sick) -

Employees shall give as much notice as possible when calling in sick to those persons responsible for their scheduling, as soon as they are aware, and at least two (2) hours prior to the start of their scheduled shift. It is understood that the employee shall call by phone, not through email or text (unless requested by their manager) when calling in sick.

14.12 The company will grant time off without pay to employees for medical specialist appointments where reasonable notice is given. The employee will make all reasonable effort to schedule such appointments outside their tour of duty.

14.13 Notice of cancellation of a scheduled shift for part-time casual employees shall be given no later than twenty four (24) hours in advance. If such notice is not given, the employee shall receive a minimum of four (4) hours pay at the basic rate.

***14.14** The Company and the Union recognize that there are different work schedules or shift patterns possible within the framework of the Company's operation other than the standard workweek or workday. To this end, the Company will plan with such employees work schedules which are mutually agreeable, and, in such cases, it is agreed that the overtime provisions of Article 15 and any other Articles affected will be modified as required. Any such agreements will be put in writing and signed by the Union and the Company. However, such agreed upon schedules may be reverted

to the normal workweek by either the Company or the Union giving notice at least eight (8) weeks prior to the work period in question. This return to the normal work period will be made at the earliest possible date which will not incur shift change penalties or premiums.

**ARTICLE 15 – PREMIUM AND OVERTIME
PAYMENTS**

- 15.0** All time worked in excess of the standard workday shall be paid at the rate of one and one-half (1.5) times the basic hourly rate of the employee. Hours worked in excess of 12 hours per day will be paid at the rate of two (2) times the basic hourly wage rate.
- 15.1** Employees must be able to establish that they have received authorization from Management or a designate for all overtime, in advance of the employee working such overtime.
- 15.2** Where an employee is called back to work after completing a shift and prior to the start of their next regularly scheduled shift, the employee shall be paid at a rate of one and one-half (1.5) times their basic hourly rate for the greater of four hours or the actual number of

hours worked on the call-back shift. An employee may initially refuse to work on a call-back shift. However, in the event all available employees who normally perform the duties required refuse the request for call-back, the Company can assign the work to any of the employees in the group who normally perform these duties.

It is understood that an employee who is required to perform work but who may do so from home, without returning to the office, shall be paid at a rate of one and one-half (1.5) times their basic hourly rate for the greater of one (1) hour or actual time worked on resolving the issue.

- 15.3** There shall be no pyramiding of any premiums in this agreement.
- *15.4** Employees shall be paid a night differential of twenty-five (25%) of their basic hourly rate computed separately from the work week for work performed between the hours of 01:30 hours and 07:00 hours. Night differential shall not be deemed overtime or part of the basic pay.
- 15.5 Encroachment on Turnaround Period-**In the event that a turnaround period is less than (12) hours between the end of the one tour of duty, and the commencement of the next tour of duty, the turnaround encroachment for all time worked shall be paid for at an additional one-half the employee's basic hourly rate, computed

separately from the work week, except as provided in Article 15.7 exceptions.

15.6 Continuous shift- If a turnaround period is less than four (4) hours, the shift shall be considered continuous. Should this occur, the Company agrees that:

- a) A hotel room will be provided to a maximum of one hundred and fifteen dollars (\$115) per night upon submission of receipts; or
- b) Return cab fare to the employee's home and back to Sportsnet where the return trip does not exceed one hundred and fifteen dollars (\$115.)

15.7 Exceptions - No payment shall be made for the following encroachments:

- a) In cases where employees are released prior to their scheduled start or finish time of their tour of duty, encroachment on the turnaround period will be computed from the time of their release and/or the time of their resumption of work;
- b) When employees are on a regular shift pattern, which occurs in conjunction with their days off;
- c) When employees have sixty (60) hours or more off (48 hours plus 12 hours turnaround) between

tours of duty; (Example 3 days off on a 4 day work week.)

- d) On a shift where employees are released from duty to attend negotiation, or grievance, or arbitration meetings with the Company;
- e) On a call back as per Article 15.2.
- f) Turnaround shall be reduced by the hours of work performed on the scheduled calendar day off, as per article 14.8.

15.8 Notwithstanding Article , a scheduled overtime shift of 4, 8 or 10 hours may be assigned. The scheduled overtime shift shall be compensated at the rate of one and one-half (1.5) times the hourly rate. Any hours worked in excess of the scheduled overtime shift shall be paid at two (2) times the hourly rate. Turnaround will not apply where an employee is assigned to a four (4) hour shift.

The Company will have been deemed to have given notice to the employee of the scheduled overtime shift; when the employee has served a tour of duty between the time the scheduled overtime shift was originally scheduled, and 48 hours in advance of the scheduled overtime shift; or, if off duty within this timeframe, the Company has contacted the individual directly.

The employee may decline a scheduled overtime shift prior to 48 hours of the scheduled overtime shift start. The employee may decline the scheduled overtime shift within 48 hours of the scheduled start of the scheduled overtime shift, if the employee is not given 48 hours notice of the scheduled overtime shift.

The employee may decline a scheduled overtime shift as noted above; however, if all qualified employees in that classification who could be reached refuse to work the scheduled overtime shift, the company may assign the scheduled overtime shift to any fully qualified employee in the inverse order of seniority.

Notwithstanding the above, an employee cannot refuse to work any overtime that commences immediately following the completion of a regularly scheduled shift, whether scheduled in advance or assigned during a regular shift.

- 15.9 Temporary Upgrade** – In the event that an employee is temporarily assigned to perform work for up to two (2) hours - and not for the purposes of training - in a higher classification than that to which they are assigned, the employee shall be paid ten dollars (\$10) for work performed (\$18 if performing work in a supervisory classification). If an employee is assigned to a higher classification for a period greater than two (2) hours, they shall be paid twenty dollars (\$20) (\$35 if performing work in a supervisory classification).

- 15.10 Hours and Scheduling of Work/Reduction in Pay When Late** - An employee who reports late for an assignment may be subject to a reduction in pay when such lateness is not due to a circumstance beyond the control of the employee (e.g., Act of God). For purposes of determining the amount of reduction, the employee's total tour of duty may be reduced by the period of lateness calculated to the end of the quarter (¼) hour in which the employee reported for duty.

ARTICLE 16 – REST PERIODS

- 16.0** Two (2) fifteen (15) minute paid rest periods will be provided per shift of eight (8) hours or more. The company will make every effort to give employees one (1) rest period in the first half of their scheduled shift and one (1) rest period in the second half of their scheduled shift. Rest periods are to be scheduled and taken with management approval. If the employee is unable to take either of their rest periods during their shift, as a direct result of management knowingly requiring the employee to remain on duty throughout the shift, the employee will receive an additional fifteen (15) minutes of paid time at their straight time hourly rate per missed break.

ARTICLE 17 - MEAL PERIODS

- 17.0 First Meal Period** – In the event that an employee has been refused their inclusive meal period during their shift then the employee shall be given in addition to their regular hourly rate, a meal displacement penalty equal to one-half their basic hourly rate, commencing after five and one-half hours on shift and ending the earlier of the time at which they are given a meal period, or the time they are released. The meal displacement penalty shall also apply from the end of the meal period given and extend to the end of the first half hour in which the meal period should have been assigned. A meal period shall not be assigned within the first hour of the scheduled shift.
- 17.1 Second Meal Period** – On an eight hour shift, a second paid meal period of 30 minutes will be given after the employee has worked (including the first paid meal period) more than 10 hours. On a ten hour shift (four day workweek), a second paid meal period of 30 minutes will be given after the employee has worked (excluding unpaid first meal period) more than 12 hours. If the meal period has been provided, 30 minutes will be added to the end of the shift at the prevailing hourly rate. \$15 meal allowance will be provided only if the meal was actually taken.

17.2 Business Expenses - The Company will reimburse reasonable and customary expenses with prior management approval.

ARTICLE 18 - GENERAL WAGE PROVISIONS

- 18.0** Employees shall be paid by direct deposit as per standard company practice.
- 18.1** 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.
- 18.2** Progression up the salary schedule within a classification shall occur on the first (1st) complete pay period of the month following nearest the employee's anniversary date of hire, transfer or promotion to the wage classification.
- 18.3** Employees covered under Articles 2.1 and 2.3 shall progress up the appropriate salary schedule upon the completion of 2080 hours worked in the classification and shall move across the grid annually. These increases will be processed on the first (1st) complete pay period following the date the milestone is reached.

- 18.4** 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 equivalent of one (1) full increment in the former group, plus the amount necessary to place the employee on a step in the new group.

ARTICLE 19 – WAGES

- 19.0** Groups and classifications for the purpose of job and wage administration shall be as set out in Schedule A.

ARTICLE 20 - INTERNS

- 20.0** Sportsnet is committed to the principle of providing opportunities to students who are affiliated with a recognized educational institute or program, to gain on-the-job training and insight into the broadcasting industry.
- 20.1** When these opportunities are available, such students may perform functions within the bargaining unit for the purposes of training and learning. It is agreed by

the parties that when a student intern is present within the workplace, the following will apply:

- i) Student interns may be placed under the supervision of a bargaining unit member for the purposes of training and learning purposes.
- ii) A student intern will “shadow” one employee’s shift whenever possible.
- iii) Interns will not be used to displace the work of a full-time employee.
- iv) It is understood that the Company shall not use greater than five interns under this article at any one time. Furthermore, the Company agrees to provide the union advance notice of hiring interns and the parties shall meet to determine the appropriate number of interns hired
- v) Interns shall not be permitted to perform the duties of the bargaining unit during a strike or lockout

ARTICLE 21 – LEAVES OF ABSENCE

21.0 Eligible employees will be provided with the maternity and parental leave benefits provided by the company, to other employees of Sportsnet from time to time, as set out in HR Policy 1.5. Such benefits shall be at least as generous as those provided pursuant to the Canada Labour Code.

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

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

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

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

The Company will consider requests for additional leave when travelling is necessary, however, the

granting and payment of such leave will be at the discretion of the Company.

21.2 Any regular or temporary full-time employee, from their date of employment, is eligible for a paid Jury Duty/Witness Leave of Absence.

(a) Any compensation paid to the employee by the courts must be signed over to the Company upon receipt, except for any travel allowances received while on jury duty.

(b) The employee will work any regularly scheduled days if not required to be in court.

ARTICLE 22 – VACATION

22.0 Vacation entitlement is granted at the beginning of the year. Vacation is taken in the calendar year for which it is earned. Therefore, in circumstances where the employee has taken all of their vacation entitlement and leaves the Company before the end of the year, the employee may have taken unearned vacation and owe funds to the Company. The Company will recover monies resulting from unearned vacation from employees' final pay.

22.1 Vacation entitlement for Regular Full-time employees is as follows:

Years of Service	# of Business Days (Defined as 8 working hours)	Equivalent # of Weeks
Less than 1	1 day per month worked to a maximum of 10 days	2 or less depending on # of months worked
>1, less than 2	10 (80 hours)	2
2-5	15 (120 hours)	3
6	16 (128 hours)	3 plus 1 day
7	17 (136 hours)	3 plus 2 days
8	18 (144 hours)	3 plus 3 days
9	19 (152 hours)	3 plus 4 days
10	20 (160 hours)	4
11	21 (168 hours)	4 plus 1 day
12	22 (176 hours)	4 plus 2 days
13	23 (184 hours)	4 plus 3 days
14	24 (192 hours)	4 plus 4 days
15-20	25 (200 hours)	5
21	26 (208 hours)	5 plus 1 day
22	27 (216 hours)	5 plus 2 days
23	28 (224 hours)	5 plus 3 days
24	29 (232 hours)	5 plus 4 days
25 and over	30 (240 hours)	6

22.2 During the first year of employment, vacation may not be taken during the probation period. Employees will

be credited one (1) day per month up to a maximum of ten (10) days.

- 22.3** Vacation pay for Casual (“Freelance”) is paid bi-weekly, as permitted by government legislation. Requests for lump sum payments can not be accommodated. These employees accrue vacation based at the statutory rate and may take the days as unpaid days. Requests for vacation must be approved by the employee's manager/supervisor.
- 22.4** Vacation shall be scheduled based on past practice of first come-first served.
- 22.5** The vacation year is based on the calendar year.
- 22.6** Vacations must be taken in the calendar year for which the entitlement has been earned. If this is not done, the company may assign the vacation upon two weeks’ advance notice. In special circumstances, at the discretion of the company exercised reasonably, employees may be allowed to carry over up to five (5) days’ vacation to March 31st of the next calendar year.
- 22.7** Employees will not be paid in lieu of vacation or permitted to carry over untaken vacation time, unless approved by management in accordance with Company policy. Outstanding vacation will be paid upon retirement or termination of employment. Any vacation

pay owing to employees who are on LTD as of December 31st will be paid.

ARTICLE 23 - COMPANY HOLIDAYS

***23.0** The following holidays are available to all employees:

New Years Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	National Day for Truth & Reconciliation	
Canada Day	Thanksgiving Day	

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

- a) Employees will receive either Christmas or New Years Day off.
- b) The Company will make its best efforts to arrange that an employee who has Christmas Day or New Year's Day off, will not be required to work past

20:00 hours on the eve of that holiday. Those employees not released before 20:00 the night previous to Christmas Day or New Year's Day, will receive an additional 2x basic hourly rate for those hours worked beyond 20:00 hours, until the employee is released.

- f) Before October 1st of each year the employees will advise the Company in writing of their preference of scheduling over the Christmas and New Year's holidays. Confirmation of the employee's requests shall be posted by the Company no later than December 1st

23.1 Employees shall be compensated for the holidays listed in Article 23.0 in the following manner:

- (a) If an employee is not required to work on a statutory holiday the employee shall be compensated as follows:
 - (i) Regular full-time employees shall receive compensation equal to the employee's regular hourly rate of pay, multiplied by the number of hours in the employees standard work day of that particular work week (either 8 or 10 hour).
 - (ii) Casual employees shall receive compensation in compliance with the Canada Labour Code.

(b) If a holiday falls during a vacation period, it shall be scheduled as a holiday and employees shall receive compensation in accordance with Article 23.1 (a) (i) and (ii).

(c) If the employee is required to work on a statutory holiday the employee shall be compensated as follows:

(i) Regular full-time employees shall receive compensation equal to the employee's regular hourly rate of pay plus one and one-half (1.5) times the regular rate of pay, with a minimum credit of the standard workday (8 or 10)

All hours worked in excess of the standard workday (8 or 10) will be paid at 3 times the basic hourly rate.

(ii) Casual employees shall receive compensation in compliance with the Canada Labour Code.

23.2 Subject to Article 23.3, Regular full-time employees will receive two (2) 8 hour Floater Holidays in each calendar year.

23.3 During the first year of employment, new employees hired between:

(a) January 1 and June 30 shall be entitled to two (2) Floater Holidays

(b) July 1 and September 30 shall receive one (1) Floater Holiday

(c) October 1 and December 31 are not entitled to any Floater Holidays in the calendar year of hire.

23.4 Floater Holidays not taken by the end of the calendar year cannot be carried forward and will be forfeited.

23.5 Floater Holidays will be forfeited when an employee leaves the Company and has not taken the Floater Holidays.

ARTICLE 24 – WORKPLACE HEALTH AND SAFETY

24.0 The Company and the Union will meet their respective obligations pursuant to injured workers and occupational health and safety, as set out in the Workplace Health and Safety Act, and the Canada Labour Code, Part II.

ARTICLE 25 – DURATION OF AGREEMENT

***25.0** This agreement shall commence on the date of ratification and remain in force until the 30th day of November 2026, and from year to year thereafter unless either party notifies the other by registered mail, not more than one hundred and twenty (120) days and not less than thirty (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 a settlement is reached or until either party makes application for conciliation.

SCHEDULE A
WAGES and CLASSIFICATION

Feb 10, Feb 10, Feb 10, Feb 10,
2023 2024 2025 2026

Group 1: Broadcast Associate

	Year 1	\$818.30	\$838.76	\$859.73	\$879.50
	Year 2	\$867.57	\$889.26	\$911.49	\$932.45
	Year 3	\$928.29	\$951.50	\$975.29	\$997.72
	Year 4	\$992.58	\$1,017.40	\$1,042.84	\$1,066.83
	Year 5	\$1,022.49	\$1,048.05	\$1,074.25	\$1,098.76
	Year 6	\$1,052.49	\$1,078.05	\$1,104.25	\$1,128.76

**Group 2: Sr. Broadcast Associate,
“Coordinating Broadcast Associate”**

	Year 1	\$994.24	\$1,019.10	\$1,044.58	\$1,068.61
	Year 2	\$997.51	\$1,022.45	\$1,048.01	\$1,072.11
	Year 3	\$1,065.53	\$1,092.17	\$1,119.47	\$1,145.22
	Year 4	\$1,159.76	\$1,188.75	\$1,218.47	\$1,246.50
	Year 5	\$1,186.13	\$1,215.78	\$1,246.18	\$1,274.84
	Year 6	\$1,216.13	\$1,245.78	\$1,276.18	\$1,304.84

Feb. 10 Feb. 10 Feb. 10 Feb. 10
2023 2024 2025 2026

Group 3: Associate Assignment Editor

	Year 1		\$1,029.01	\$1,054.74	\$1,079.00
	Year 2		\$1,070.91	\$1,097.68	\$1,122.93
	Year 3		\$1,150.21	\$1,178.97	\$1,206.09
	Year 4		\$1,238.51	\$1,269.47	\$1,298.67
	Year 5		\$1,317.80	\$1,350.75	\$1,381.82
	Year 6		\$1,405.21	\$1,440.34	\$1,473.74

Group 4: Assignment Editor

	Year 1		\$1,150.21	\$1,178.97	\$1,206.09
	Year 2		\$1,238.51	\$1,269.47	\$1,298.67
	Year 3		\$1,317.80	\$1,350.75	\$1,381.82
	Year 4		\$1,405.21	\$1,440.34	\$1,473.74
	Year 5		\$1,486.30	\$1,523.46	\$1,558.50
	Year 6		\$1,571.90	\$1,611.20	\$1,648.26

SCHEDULE B: SEVERANCE PAY

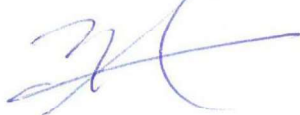
- *1. Employees who have completed 90 days service and are terminated for other than just cause will receive severance pay as follows:
 - a) 2 week per completed year of service to a maximum of 66 weeks; and:
 - b) Employees who are eligible to displace another employee (as per article 10.5) but elect to be laid off from their employment, shall receive one (1) additional week of severance pay per completed year of service up to a maximum of twelve (12) additional weeks of severance pay.
2. The above-noted severance pay shall be deemed to include any severance pay or pay in lieu of notice of termination pursuant to any statute including the Canada Labour Code.
3. No employee will receive severance pay that is less than the amount of severance pay, and pay in lieu of notice of termination as provided for under the Canada Labour Code.
4. Severance pay as noted above will be paid as follows:
 - a) Statutory payments will be paid in accordance with the Canada Labour Code;

- b)** The balance of the severance pay will be paid as per standard company practice, by direct deposit, on the Company's regular payroll date.
- c)** At such time as the employee commences another full-time position, other than with another Rogers' company, they will receive a lump sum payment equal to 50% of the remaining severance pay noted above.
- d)** At such time as the employee commences another full-time position with any Rogers' company, their severance pay will cease;
- e)** During the period over which severance payments are paid, employees will continue to participate in the Company benefit plan, excluding STD, LTD, AD&D and Workers' Compensation. Participation in the Company pension plan will continue only through the period of statutory notice.

In return for the above-noted severance pay and continuation of benefits, employees will be required to sign a standard release and shall waive all rights to recall under the collective agreement.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 31st day of January, 2020.

For the Company



Michael Goldsmith
Director, Human Resources

For the Union



Howard Law
Director, Media Sector
Unifor 79M

Letter of Understanding 1

The Company and the Union have met to discuss and have agreed upon the implementation of a system to permit employees to bank overtime shifts for lieu time under the following conditions;

- A)** Lieu time can be banked on;
 - i) scheduled overtime shifts of 8, 10 or 12 hours
 - ii) worked stat holiday
- B)** In the event that an employee elects to bank a worked stat holiday as lieu time, they will be compensated at time and a half plus a day in lieu.
- C)** Any additional overtime worked on a scheduled overtime shift or worked stat holiday, in which the employee banks, the employee shall be compensated at the employee's regular overtime rate as outlined in the collective agreement.
- D)** Employees shall be eligible to bank a maximum of forty (40) hours per calendar year, which shall not be exceeded.

- E)** When an employee works an overtime shift, they may elect to bank either eight (8), ten (10) or twelve (12) hours in accordance with (D) above and they shall be paid an extra half (.5) time.
- F)** All banked lieu hours must be earned, approved and taken by the end of the calendar year in which it was earned.
- G)** All vacation time must be used prior to an employee using banked lieu hours.
- H)** Employees shall not be able to use banked lieu hours on stat holidays.
- I)** Banked lieu hours must be approved by management and not be unreasonably withheld.
- J)** In the event that a requested banked lieu day cannot be accommodated by the company before the end of the calendar year, the employee shall be compensated at straight time.
- K)** The inability to accommodate a request for lieu time is non-grievable.
- L)** The employee will endeavour to provide as much notice as possible when booking banked lieu time.

Letter of Agreement #1

Re: Jurisdiction

This letter is in reference to the parties' discussions during bargaining concerning of the work jurisdiction of the newly formed bargaining unit.

1. For the term of the collective agreement, the parties agree to the following jurisdictional definitions:

- a. **Content Creation Jurisdiction:**

- i. For the purposes of this agreement, it is agreed that the exclusive role of the employees in the bargaining unit is the watching, slugging, clipping and archiving of live sports content for the purposes of highlight pack creation which is broadcasted in sports news/highlight programmes (i.e. Sportsnet Central and "The Wheel").

"Live" means live or tape delayed games that are, at the beginning of a shift, intended as potential highlight pack content for the scheduled broadcast, as opposed to intended as archived highlight packs.

- ii. It is also agreed that the compilation of highlights packs for television broadcast and the repurposing of such content for Sportsnet.ca and other Sportsnet Branded internet distribution (voiced-over game summaries as per current practice) are the exclusive function of the bargaining unit – which includes the creation of talking points for broadcast. It is understood that on-air commentators, reporters or hosts may improvise talking points for broadcast.

Original highlight packs not created for the purposes listed above or third-party highlight packs acquired by Sportsnet are not the exclusive function of the bargaining unit.

- iii. Notwithstanding the above, the parties agree that the compilation of original highlight packs *Jays in 60 Seconds* created exclusively for Sportsnet.ca is the exclusive function of the bargaining unit.
- iv. For greater clarity, the compilation of highlight content and the scripting/creation of talking points for content other than highlight packs are not duties exclusively performed by the bargaining unit.

b. Content Distribution Jurisdiction:

- i. The parties agree that programming distributed through the Company's cable channel is constituted of "television programmes or productions" referenced in article 12.1 of the collective agreement and any cable programming (excluding from a third party origin) distributed in this fashion remains the work of the bargaining unit even if it ceases to be distributed by cable television and is distributed solely on the Internet. It is understood that highlight show programming on Sportsnet NOW or the repurposing of highlight show content for other purposes is included in the definition of "television programmes or productions."
2. Programming or productions distributed other than as described in paragraph 1.b.i. shall not be included as "television programming or productions" for the purposes of article 12, except as provided in paragraph 6 below.

3. Without amending the intent of language of Article 12 of the Collective Agreement, it is agreed that there is no violation of article 12 unless:
 - a. The assignment of bargaining unit work to other than employees of the bargaining unit work, or the contracting out of bargaining unit work results in a layoff of a full-time bargaining unit employee, or avoids the hiring of a full-time employee in the bargaining unit, or prevents a recall from layoff of a full-time employee; AND
 - b. The work is for television programmes or productions produced exclusively by and for the company at the company's premises.
4. With respect to paragraph 3, it is further understood that The elimination of working hours of a casual employee does not constitute a layoff under article 12;
5. The Company may at its discretion assign bargaining unit employees to perform work not outlined in section 1 above without prejudice to its position.
6. *In the event that highlight show content described in paragraph 2 directly displaces content described in paragraphs 1(b) (i.e. through the re-broadcast or re-

packaging of web-first content to the Company's cable channel), reducing bargaining unit work to the extent that causes the employer to lay off an employee, or otherwise reduce the headcount in the bargaining unit (i.e. the Company fails to recall an employee from layoff or fails to post a full-time vacancy), the union may file a grievance under article 8. However, the assignment of duties under paragraph 5 during the term of this agreement shall be strictly without prejudice and may not form the basis of any evidence or argument by either party before an arbitrator.

7. Otherwise it is understood that this agreement has been reached in good faith and the Union shall not submit any grievance with regards to the above other than to enforce the terms of this Letter of Agreement.
8. This agreement is reached without precedent or prejudice to either party's position on scope or jurisdiction or to any other matter between the parties.
9. The parties agree to review the term of this agreement no later than its expiration and the Collective Agreement ending February 10, 2023.

Signed this 31st date of January, 2020.

For the Company

A handwritten signature in blue ink, appearing to be 'MG', written over a horizontal line.

Michael Goldsmith
Director, Human Resources

For the Union

A handwritten signature in black ink, appearing to be 'HL', written over a horizontal line.

Howard Law
Director, Media Sector
Unifor 79M

***Letter of Agreement 2**

Work From Home

When it is decided that a member will work from home for a period of longer than 30 days, the union shall be notified in writing with the expected duration of the work from home assignment. The parties agree that this letter and notification is for information purposes only and does not alter or amend management rights with regards to the control of its workforce. It is understood that the period an employee is to work from home is subject to change based on the needs of the company and the union will be notified accordingly.

***Letter of Agreement 3**

Anti-Racism Advocate

The parties agree as follows:

In recognition of societal racism, the parties agree that the Union will identify an Anti-Racism Advocate within the bargaining unit. The Anti-Racism Advocate is an individual who identifies as a member of the Black, Indigenous, or racialized community. The Anti-Racism Advocate is a workplace representative who will assist and provide support for Black, Indigenous, and racialized workers. The advocate's role in the workplace will include:

- Listening;
- Providing support to Black, Indigenous, and racialized members including concerns related to racial discrimination and racial violence;
- Acting as a confidential liaison to members;
- Promoting access to services provided by the employer including directing employees to appropriate support resources, processes, and policies;
- Networking with allied organizations and local community partners; and
- Promoting access to community and culturally appropriate resources

In The Anti-Racism Advocate must annually review and acknowledge the Rogers Business Conduct Policy (HR 1.1) and Workplace Harassment and Violence Prevention Policy (HR 2.4).

The advocate will assist in the enforcement of this Policy by encouraging members to promptly, and in good faith, report violations to management or human resources.

All time off requests for the Anti-Racism Advocate will be paid by the Union and in accordance with Article 7.1 of the CBA. The Union shall also be responsible for all training costs and associated expenses for the Anti-Racism Advocate.

In This agreement shall expire with the term of the Collective Agreement unless agreed upon by the parties.

***Letter of Agreement 4**

Women's Support Advocate

The parties agree as follows:

The parties recognize that female employees within the bargaining unit may sometimes need to discuss with another woman, matters such as, but not limited to violence or abuse at home or workplace harassment. For this reason, the parties agree to recognize the role of Women Support Advocate in the workplace. This is a workplace representative who will assist and provide support for women whose role in the workplace will include:

- Listening;
- Acting as a confidential liaison to members;
- Promoting access to services provided by the employer including directing employees to appropriate support resources, processes, and policies;
- Providing specialized resources in the community such as counsellors or women's shelters to assist them in dealing with issues

The Women's Support Advocate must annually review and acknowledge the Rogers Business Conduct Policy (HR 1.1) and Workplace Harassment and Violence Prevention Policy (HR 2.4).

The advocate will assist in the enforcement of this Policy by encouraging members to promptly, and in good faith, report violations to management or human resources.

All time off requests for the Women's Support Advocate will be paid by the Union and in accordance with Article 7.1 of the CBA. The Union shall also be responsible for all training costs and associated expenses for the Women's Support Advocate.

This agreement shall expire with the term of the Collective Agreement unless agreed upon by the parties.