

COLLECTIVE AGREEMENT

BETWEEN:

Rogers Sportsnet Inc.

**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**



January 1, 2006

To

December 31, 2010

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ARTICLE 1 - PURPOSE AND RECOGNITION

- 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.

ARTICLE 2 – PROBATION

- 2.0** All employees covered by this agreement shall be probationary for a period of ninety (90) days worked from the date of their employment with the Company. The Company may extend the probationary period up to a total of one hundred and eighty (180) days worked 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 ninety (90) days worked. The employee and the union shall be advised of such extension and the reasons thereof. During the probationary period or extension thereof, the company may discipline and discharge the employee at anytime at its discretion.

ARTICLE 3 - DEFINITIONS

- 3.0** A regular full-time employee is one hired on an ongoing basis regularly exceeding 24 hours per week.
- 3.1** A regular part-time employee is one hired on an ongoing basis not regularly exceeding 24 hours per week.
- 3.2** A temporary (Freelance) employee is one hired for a specific term or task. Temporary employees may be part-time or full-time.
- 3.3** Independent contractors are not employees.
- 3.4** The employer is not restricted in their use of part-time employees 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.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.0** 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 and also to suspend, discipline or discharge employees, provided that a claim by an employee who has acquired seniority that has been discharged or disciplined, without just cause, may be subject of a grievance and dealt with as hereinafter provided;
- (c) 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 cost incurred by the employee in fulfilling their obligation(s) under this Article shall be the responsibility of the Company.
- (d) Determine the location of operations, their transfer, expansion or curtailment, the subcontracting of work as confirmed by the terms of this agreement and providing that it does not result in the layoff of a bargaining unit employee; the schedules of operations, the number of shifts, job content, quality and quantity standards, the establishment of work or job assignments; create, combine job classifications in a reasonable manner revolving from the company's needs, from time to time; the judgement 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; determine salary for non full time employees, decide on the number of employees needed by the Company at any time, the number of hours to be worked (as per Article 16); and the determination of

financial policies, including general accounting procedures and customer relations.

- 4.1 The jurisdiction over all facilities, building and equipment are solely and exclusively the responsibility of the Company.
- 4.2 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.
- 4.3 No non-exercise of a right by the Company shall be construed as a waiver of that right.
- 4.4 It is understood and agreed that these rights shall not be exercised in a manner that violates the specific terms of this agreement and it is understood that a claim by an employer or employees that the employer has so exercised those rights shall be a proper subject for a grievance.

ARTICLE 5 - UNION SECURITY

- 5.0 During the term of this Agreement, the Company agrees to deduct an amount equal to the uniform dues and/or assessments, but not fines, as levied by the Union for each pay period as a condition of employment 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 regular salary 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. The Union shall not require the Company to vary the deductions more than twice a year.
- 5.1 The Company agrees to remit the monies so deducted to the Union monthly by cheque. The Company shall remit such dues by the fifteenth (15th) of the month following the month for which the dues are deducted together with the following information:

- (a) Employee name
- (b) Employee salary
- (c) Amount of dues deducted
- (d) Classification

5.2 The Company agrees to record total union dues deductions paid by each employee on his/her T-4 Income Tax Receipt.

5.3 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.

ARTICLE 6 - USE OF BULLETIN BOARDS

6.0 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.

ARTICLE 7 - UNION ACTIVITY

7.0 * Upon reasonable advance notice by the Union, the Company will release, without pay, up to three (3) 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.

7.1 Leave without pay will be granted to any employee duly authorized to represent employees in order to attend executive council meetings, labour conventions, congress, etc. A request for such leave shall be submitted in writing at least twenty (20) days in advance, and such leave shall not exceed a maximum aggregate total of fifteen (15) working days in any calendar year. The leave provided above will be limited at any one time to two (2) from different job functions. In a year when a CEP National Convention is scheduled, the maximum

aggregate total of days may be increased by five (5) days to be used solely for the purpose of attending the Convention.

7.2 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.

7.3 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 employee will be paid his 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.

7.4 * The Company agrees to recognize one (1) Union Unit chairperson and three (3) Union stewards.

7.5 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.

7.6 The Company shall provide to the Unit Chairperson one (1) copy of each of the following:

- (a)** Within five (5) business days notice of hiring or dismissal for Regular positions within the bargaining unit,
- (b)** Notice of extensions of probationary period or suspension of an employee within the bargaining unit, and

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

ARTICLE 8 – ACCESS TO PREMISES

- 8.0** 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 telephone the Vice-President, Production or his/her designate and arrange a convenient time, in advance, which does not interfere with the operations of the Company.

ARTICLE 9 – NON-DISCRIMINATION

- 9.0** 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.

- 9.1** 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.

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

ARTICLE 10 – NO STRIKES OR LOCKOUTS

- 10.1** 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 any such activity should be taken, the Union will instruct its members to carryout 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.

- 10.2** The Union agrees that it will not involve any employee of the Company, or the Company itself, in any dispute that may arise between any other employer and the employees of such other employer, or between the Union and any other employer, or between the Company and any other union. Employees will not allow the performance of their job to be interrupted as a result of such dispute. 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.
- 10.3** The Union agrees that it will not involve or interfere with any other installation of the Company, its affiliates, parent or subsidiaries, as a result of any labour dispute it may have at the premises covered by this Agreement while this agreement is in force.
- 10.4** 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.
- 10.5** 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.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.0** 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.
- 11.1** 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 grievance procedure.

11.2* 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: The grievance shall be reduced to writing and a copy thereof delivered to the Department Manager or designee within ten (10) working days of the arising of such grievance.

STEP 2: If the grievance is not recorded as settled at Step 1, the dispute shall be discussed with the Vice-President, Production/Operations or designee and the local union official within ten (10) working days after Step 1.

STEP 3: If the grievance is not recorded as settled within ten (10) working days after the meeting described in Step 2, the dispute shall be referred to the President of the Company and National Union Representative for further discussion and consideration within ten (10) working days.

STEP 4: In the event that the representatives of the Company and the Union cannot reach an agreement, within ten (10) working days of the referral in Step 3, the dispute may, by written notice of either party to the other party be submitted to final and binding arbitration within ten (10) working days of that. The parties shall, within ten (10) working 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) working 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.

- 11.3** 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.
- 11.4** 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 may 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 4 of Article 11.2. The provisions of Article 11.4 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 11.2. Article 11.4 shall not be used to obtain individual redress or compensation on behalf of an employee.
- 11.5** 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.
- 11.6** 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 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.
- 11.7** 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.

11.8 Any time limits mentioned under the grievance procedure shall exclude sick days of the grievor.

11.9 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 12 – REPORTS ON PERFORMANCE

12.0 Employees in the bargaining unit will not be required to formally submit written evaluations on other employees in the bargaining unit. Bargaining unit members in a supervisor classification will be exempt from Article 12.0.

12.1 Employees shall have the right to take a local union officer to any disciplinary meeting involving their Supervisor or Management personnel. If a dispute arises over whether or not an employee was 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.

12.2* **Access to files-** Employees shall have access to their personnel files during normal office hours once every six (6) months, or earlier in the event of a grievance, with reasonable notice.

ARTICLE 13 - SENIORITY RIGHTS

13.0 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. It shall relate to the order of layoffs, recall from layoff, promotions and choice of vacation periods. The Unit Chairperson will be provided a seniority list upon request in writing to the HR department.

13.1 Seniority credit shall continue to accrue while an employee is on leave granted by the Company to a maximum of one (1) year.

13.2 Seniority shall be computed separately for each of the following classifications:

- (a) Regular full-time employees
- (b) Regular part-time employees
- (c) Temporary (freelance) employees

13.3 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.

13.4 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 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.

13.5 In making a selection to fill a job vacancy, whether it is a lateral transfer or promotion, the Company shall consider the following:

- (a) The seniority of employees applying for the position;
- (b) The qualifications of the employee to immediately do the job without training. When the qualifications are equal between the employees, seniority shall govern. If there are no qualified internal applicants, the Company may hire from outside the bargaining unit. The Company has the right to decide upon and to define the qualifications for each position at any time. This includes the right to establish and administer reasonable tests to assist the Company in determining the employee's qualifications.

13.6 An employee shall lose all seniority and their employment shall be deemed terminated if he/she:

- (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 his period of seniority or twelve (12) months;
- (e) After notice of recall from lay off is sent by registered mail to his 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 without having done what he/she could to notify the Company at the earliest possible time;
- (g) 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;
- (h) Fails to return to work following an illness or accident after he/she is able to return to work;
- (i) Is a full-time employee, and accepts another full or part-time job without first obtaining the consent of the Company in writing as set out in Article 15.1, such consent not to be unreasonably withheld;
- (j) Threatens, intimidates or discriminates against another employee.
- (k) Commits an act of vandalism, malicious damage to company property, commits an assault of a co-worker or supervisor or commits an act of theft.

13.7 Job vacancies shall be posted for seven (7) days;

13.8 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 functional group who has the qualifications in another functional group may apply seniority as defined in Article 13.0 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.

- 13.9** If the Company decides to increase the workforce in a classification, it shall first consider employees who are on layoff and recall the most senior employee in the classification provided the employee, in the Company's opinion, satisfies the qualifications to satisfactorily perform the job available without training. The Company will provide the union and the employee with 30 days notice of layoff. 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.
- 13.10** In recalling 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.
- 13.11*** When vacancies occur, the Company agrees to recall in the order of Bargaining Unit seniority former employees 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 13.8 shall retain first recall rights to the employee's previous classification when a vacancy occurs therein.
- 13.12** This article shall not be interpreted as prohibiting supervisors within the bargaining unit from performing duties under their supervision while engaged in supervising.
- 13.13** 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.

- 13.14** If an employee with more than one (1) year's service transfers within the Company but outside of the Bargaining Unit and returns to the Bargaining Unit within one (1) year, he/she will return with the seniority that he/she had upon leaving the Bargaining Unit.

ARTICLE 14 – JURISDICTION

- 14.1** 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 directly avoids the hiring of a full-time employee in the bargaining unit, directly 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 programmes or productions produced exclusively by and for the Company at the Company's premises.

- 14.2** 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.

- 14.3 The Company will not layoff in bad faith in order to eliminate a bargaining unit job.

ARTICLE 15 - OUTSIDE ACTIVITY

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

- 15.1 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 have the duty to disclose these activities to their manager in advance, and in written form if requested.
- (e) They do not ask for time off or a change in schedule as a result of this work.

ARTICLE 16 - HOURS AND SCHEDULING OF WORK

- 16.0** The standard workweek for all Regular Full-time employees shall be forty (40) hours. The hours of work shall be exclusive of meal breaks, except as provided in Article 16.1. The workweek will commence 00:01 Monday.
- 16.1** To the extent that the hours of work for Master Control personnel and ENG Camera Operators shall be inclusive of meal breaks and rest periods, these employees will be required to take their rest periods and meal breaks in the vicinity of their work area.
- 16.2** There shall be two (2) consecutive days off. These days off may be scheduled in separate workweeks.
- 16.3** It is the responsibility of employees to ascertain their work schedule as posted by the employer.
- 16.4** Scheduled days off will not be changed without the consent of the employee after 1pm on the Wednesday prior to the week.
- 16.5** Employees will receive 3 weekends off per calendar quarter.
- 16.6** Employees may be scheduled to a maximum eight days in a row.
- 16.7** Shift start and finish times can be changed no later than 4pm the day previous. Otherwise, employees will be paid the original shift plus any hours outside the original shift.

16.8 If a shift starts on a regularly scheduled workday and extends into a scheduled day off, 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.

16.9 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 17.2, with a minimum credit of an 8 hour work day 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.

16.10* 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.

16.11* 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, at least one (1) hour prior to the start of their scheduled shift.

ARTICLE 17 - PREMIUM AND OVERTIME PAYMENTS

17.0 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.

17.1 Employees must be able to establish that they have received authorization from Management for all overtime in advance of the

employee working such overtime.

17.2 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.

17.3 There shall be no pyramiding of any premiums in this Agreement.

17.4 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 0001 hours and 0700 hours. Night differential shall not be deemed overtime or part of the basic pay.

17.5* **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 17.7 exceptions.

17.6 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 Rogers Sportsnet where the return trip does not exceed one hundred and fifteen dollars (\$115.)

17.7 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 17.2
- f) Turnaround shall be reduced by the hours of work performed on the scheduled calendar day off, as per article 16.8

17.8 Notwithstanding Article 16.9, 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.

- (a) Notwithstanding Article 17.8, 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.

ARTICLE 18 – REST PERIODS

- 18.0*** 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 19 - MEAL PERIODS

- 19.0** Except as provided for in Article 19.2, all shifts exceeding five (5) hours shall have an unpaid meal break of thirty (30) to sixty (60) minutes scheduled, beginning not earlier than the start of the fourth (4th) hour of the shift and ending not later than the end of the sixth (6th) hour of the shift.
- 19.1** The meal break for Master Control personnel and ENG Camera Operators shall be paid.

19.2 First Meal Period – (excluding ENG camera, Master Control) In the event that an employee has not been provided a meal period such that it cannot be completed by the end of the sixth (6th) hour of a shift, 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, and the time they are released.

First Meal Period – (ENG camera, Master Control)

For all shifts of five hours or longer, a first meal period of 30 minutes (paid) shall be provided and shall be assigned not earlier than the start of the third hour of the shift. Eng Camera & Master Control employees are not eligible to claim any meal displacement penalties.

19.3 Second Meal Period – (excluding ENG camera, Master Control) On an eight-hour shift, a second paid meal period of 30 minutes will be given after the employee has worked (excluding unpaid first 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 is not taken, 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.

Second Meal Period – (ENG camera, Master Control) A second paid meal period of 30 minutes will be given after the employee has worked more than 10 hours and a \$15 meal allowance will be paid whether the meal was taken or not.

If the meal period is not taken, 30 minutes will be added to the end of the shift at 1.5 basic hourly rate.

Six dollars meal allowance will be paid for an overnight meal.

Out of Town Meal Allowance

Per Rogers policy (currently) \$60.00 per diem.

Business Expenses

The Company will reimburse reasonable and customary expenses.

ARTICLE 20 - GENERAL WAGE PROVISIONS

- 20.0** Employees shall be paid by direct deposit on a bi-weekly basis.
- 20.1** 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.
- 20.2** 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
- 20.3** 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.
- 20.4** When an employee at the top step of a wage progression is promoted into a higher salary group, they shall be placed on the first (1st) step in the new salary group that provides an increase to their current wage.
- 20.5** The Company may negotiate a flat rate of payment with the employee for any remote production. The Company will provide the Union with

a copy of the deal memo signed by the employee on such occasions where the employee has agreed to the flat rate.

ARTICLE 21 – WAGES

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

ARTICLE 22 - EMPLOYEE BENEFITS

22.0 The following benefits will be provided to all Regular Full-time employees in accordance with the coverage levels provided generally to all employees of Rogers Sportsnet Inc. or as improved by the company during the term of this agreement.

- (a) Basic Group Life Insurance
- (b) Dependent Group Life Insurance
- (c) Group Accidental Death & Dismemberment Insurance
- (d) Short Term Disability
- (e) Long Term Disability
- (f) Extended Health Care
- (g) Dental Benefits
- (h) Provincial Health Care (in Provinces where applicable)

For each of the above benefits, the Company pays seventy five percent (75%) of the premium rates and employees pay twenty five percent (25%).

In the event of change of benefit carrier, the benefits provided will be at least equivalent or better.

22.1 The following optional benefits will be offered to all Regular Full-time employees:

- (a) Optional Group Life Insurance (Employee pays one hundred percent (100%) of premium costs)

- (b) Rogers Defined Benefit Pension Plan (Employee contributions required as per Plan formula)

22.2 All Regular employees are eligible to participate in the following programs:

- (a) Employee Service Recognition Program
- (b) Employee and Family Assistance Program
- (c) PC purchase plan
- (d) Employee Share Accumulation Plan
- (e) Educational assistance program
- (f) Other employee discount programs that may be offered from time to time.

ARTICLE 23 – LEAVES OF ABSENCE

23.0 Eligible employees will be provided with the maternity and parental leave benefits provided by the company to other employees of Rogers Sportsnet Inc., 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.

23.1* All employees from their date of employment are eligible for a paid Bereavement Leave of Absence.

(a) An employee will be granted a Bereavement Leave of Absence, with pay, for any regularly scheduled working days that occur within three (3) consecutive days of the death of an immediate family member as defined below in Article 23.1 (e).

(b) Pay for Bereavement Leave of Absence covers only scheduled working days, and not holidays or vacation days.

(c)*Requests for additional time off due to special or unusual circumstances (e.g. an employee who has to travel great

distances), shall not be unreasonably withheld and additional time off without pay may be provided to the employee.

(d) All benefits will continue as normal during the Bereavement Leave of Absence, with pay or without pay.

(e) An Immediate Family Member is defined as:

(i) Parent(s), including step parents);

(ii) Spouse (including common law and same sex);

(iii) Spouse of the father or mother (including common law and same sex);

(iv) Father-in-law (including common law and same sex);

(v) Mother-in-law (including common law and same sex);

(vi) Brother (including step brother and brother-in-law);

(vii) Sister (including step sister and sister-in-law);

(viii) Children (including adopted and step children);

(ix) Any other relative who is a resident of the employee's household or with whom the employee resides, and:

(x) Grandparents.

23.2 Any Regular employee, from his/her 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 24 – VACATION

24.0 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.

24.1 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
1-2	10 (80 hours)	2
3-5	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

- 24.2** During the first year of employment, vacation may not be taken during the probationary period. Employees will be credited one (1) day per month up to a maximum of ten (10) days.
- 24.3** Vacation pay for Temporary (“Freelance”) and Regular Part-time employees 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.
- 24.4** The vacation year is based on the calendar year.
- 24.5** Vacations must be taken in the calendar year for which the entitlement has been earned.
- 24.6** Any vacation not taken according to this policy may be forfeited by the employees, subject to any legislative prohibition.

24.7 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 25 - COMPANY HOLIDAYS

25.0 The following holidays are available to all employees:

New Years Day	Canada Day	Thanksgiving Day
Good Friday	Civic Holiday	Christmas Day
Victoria Day	Labour Day	Boxing Day

a) Employees will receive either Christmas or New Years Day off.

b) Employees will be released before 8pm the night previous to a statutory holiday on which they will not be working.

c) Vacations will be scheduled by reverse order of seniority.

25.1 Employees shall be compensated for the holidays listed in Article 25.0 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) Regular Part-time and Temporary (“Freelance”) employees shall receive compensation equal to the average of daily earnings, exclusive of overtime, for the twenty (20) days worked immediately before the holiday as in compliance with the Canada Labour Code. To be entitled to wages for a holiday, Regular Part-time and Temporary (“Freelance”) employees must have been employed for more than thirty (30) days and worked at least fifteen (15) of the thirty (30) days immediately preceding the holiday, as 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 25.1 (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 multiplied by the number of hours in the employees standard work day of that particular work week (either 8 or 10 hour) plus one and one-half (1.5) times the regular rate of pay for that same duration.

All hours worked in excess of the standard work-day (8 or 10) will be paid at 2 times the basic hourly rate.

- (ii) Regular Part-time and Temporary (“Freelance”) employees shall receive compensation equal to the average of daily earnings, exclusive of overtime, for the twenty (20) days worked immediately before the holiday as in compliance with the Canada Labour Code plus one and one-half (1.5) times the regular rate of wages for the actual hours worked on that day. All hours worked in excess of their 8 or 10 hour call will be paid at 2 times the basic hourly rate. To be entitled to wages for a holiday, Regular Part-time and Temporary (“Freelance”) employees must have been employed for more than thirty (30) days and worked at least fifteen (15) of the thirty (30) days immediately preceding the holiday, as in compliance with the Canada Labour Code.

25.2 Subject to Article 25.3, Regular Full-time employees will receive two (2) 8 hour Floater Holidays in each calendar year.

25.3 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.

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

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

ARTICLE 26 – WORKPLACE HEALTH AND SAFETY

26.0 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 27- TRAVEL EXPENSES

27.0 The parties agree that the current practice for travel expenses as specified below shall continue.

Traveling Conditions - For pay purposes, employees engaged only in traveling shall be credited with all time consumed when traveling on an assignment of the Company, except as provided below. Such time will be computed:

- (a) From the scheduled time of the carrier's departure, when the employee leaves from the employee's home for travel by common carrier;
- (b) From the assigned hour of departure from the employee's home when the employee travels by automobile direct to the assignment;
- (c) From the time the employee leaves the normal place of employment when the employee reports there before proceeding to travel;
- (d) From the assigned hour of departure from the lodging used by the employee.

Traveling - Waiver of Time Credits - When traveling is on a common carrier between 0800 hours and 2400 hours, local time, a maximum of eight (8) hours of travel time will be credited for that tour of duty. When an employee is scheduled on international travel, and is assigned the responsibility for customs clearance of Company equipment between the point of departure and destination, the employee shall receive credit for any additional hours should these duties exceed the above eight (8) hours of travel time.

Traveling Turnaround - The turnaround provisions of Article 17.5 will apply based on local time from the time the employee completes the employee's travel.

ARTICLE 28 – DURATION OF AGREEMENT

- 28.0** This agreement shall commence on the date of ratification and remain in force until the 31st day of December 2010, 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

	Jan 1, 2006	Jan 1, 2007	Jan 1, 2008	Jan 1, 2009	Jan 1, 2010	Group 0: Summer Students
	Flat	\$473.08	\$484.91	\$497.03	\$509.45	\$522.19

Group 1: Camera Operator, Electronic Graphics Operator, VTR Operator

	Start	\$696.53	\$713.94	\$731.79	\$750.09	\$768.84
	Year 1	\$748.23	\$766.94	\$786.11	\$805.76	\$825.91
	Year 2	\$814.39	\$834.75	\$855.62	\$877.01	\$898.94
	Year 3	\$885.36	\$907.50	\$930.19	\$953.44	\$977.28
	Year 4	\$944.18	\$967.78	\$991.98	\$1,016.78	\$1,042.20
	Year 5	\$996.39	\$1,021.30	\$1,046.83	\$1,073.01	\$1,099.83
	Year 6	\$1,073.19	\$1,100.01	\$1,127.52	\$1,155.70	\$1,184.60
	Year 7	\$1,144.17	\$1,172.77	\$1,202.09	\$1,232.14	\$1,262.95

Group 2: Audio Operator, ENG Editor, Engineering Technician

	Start	\$707.16	\$724.84	\$742.96	\$761.53	\$780.57
	Year 1	\$755.84	\$774.73	\$794.10	\$813.95	\$834.30
	Year 2	\$824.79	\$845.41	\$866.54	\$888.21	\$910.41
	Year 3	\$898.80	\$921.27	\$944.30	\$967.91	\$992.11
	Year 4	\$967.75	\$991.95	\$1,016.75	\$1,042.16	\$1,068.22
	Year 5	\$1,027.06	\$1,052.74	\$1,079.06	\$1,106.03	\$1,133.68
	Year 6	\$1,096.00	\$1,123.40	\$1,151.49	\$1,180.27	\$1,209.78
	Year 7	\$1,170.03	\$1,199.28	\$1,229.26	\$1,259.99	\$1,291.49

Group 3: Technical Director

	Start	\$745.18	\$763.80	\$782.90	\$802.47	\$822.53
	Year 1	\$793.85	\$813.70	\$834.04	\$854.89	\$876.26
	Year 2	\$862.80	\$884.37	\$906.48	\$929.15	\$952.37
	Year 3	\$936.82	\$960.24	\$984.25	\$1,008.85	\$1,034.07
	Year 4	\$1,005.77	\$1,030.92	\$1,056.69	\$1,083.11	\$1,110.18
	Year 5	\$1,065.08	\$1,091.70	\$1,119.00	\$1,146.97	\$1,175.65
	Year 6	\$1,134.03	\$1,162.38	\$1,191.44	\$1,221.23	\$1,251.76
	Year 7	\$1,208.04	\$1,238.25	\$1,269.20	\$1,300.93	\$1,333.46

Group 3(A): ENG Camera

	Start	\$754.65	\$773.51	\$792.85	\$812.67	\$832.99
	Year 1	\$803.90	\$823.99	\$844.59	\$865.71	\$887.35
	Year 2	\$873.78	\$895.63	\$918.02	\$940.97	\$964.49
	Year 3	\$948.66	\$972.37	\$996.68	\$1,021.60	\$1,047.14
	Year 4	\$1,017.36	\$1,042.80	\$1,068.87	\$1,095.59	\$1,122.98
	Year 5	\$1,077.29	\$1,104.22	\$1,131.82	\$1,160.12	\$1,189.12
	Year 6	\$1,146.94	\$1,175.62	\$1,205.01	\$1,235.13	\$1,266.01
	Year 7	\$1,221.20	\$1,251.73	\$1,283.02	\$1,315.09	\$1,347.97

Group 4: VTR Editor 1

	Start	\$1,136.83	\$1,165.25	\$1,194.38	\$1,224.24	\$1,254.84
	Year 1	\$1,214.89	\$1,245.26	\$1,276.40	\$1,308.31	\$1,341.01
	Year 2	\$1,284.59	\$1,316.71	\$1,349.62	\$1,383.36	\$1,417.95

Group 5: Senior Audio Technician, Senior Camera Operator, Senior ENG Editor, Senior Electronic Graphics Operator, Senior VTR Operator

	Start	\$1,232.89	\$1,263.71	\$1,295.31	\$1,327.69	\$1,360.88
	Year 1	\$1,338.34	\$1,371.80	\$1,406.10	\$1,441.25	\$1,477.28

Group 6: Senior Technical Director

	Start	\$1,227.82	\$1,258.51	\$1,289.97	\$1,322.22	\$1,355.28
	Year 1	\$1,300.32	\$1,332.82	\$1,366.14	\$1,400.30	\$1,435.30
	Year 2	\$1,388.53	\$1,423.24	\$1,458.82	\$1,495.29	\$1,532.67

Group 6A: Senior ENG Camera

	Start	\$1,226.93	\$1,257.60	\$1,289.04	\$1,321.27	\$1,354.30
	Year 1	\$1,318.80	\$1,351.77	\$1,385.56	\$1,420.20	\$1,455.70
	Year 2	\$1,408.24	\$1,443.44	\$1,479.53	\$1,516.52	\$1,554.43

Group 7: MCR Supervisor, Studio Supervisor

	Flat	\$1,457.98	\$1,494.43	\$1,531.79	\$1,570.09	\$1,609.34
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Group 8: Senior Engineering Technician

	Start	\$1,262.29	\$1,293.84	\$1,326.19	\$1,359.35	\$1,393.33
	Year 1	\$1,361.66	\$1,395.70	\$1,430.60	\$1,466.36	\$1,503.02
	Year 2	\$1,473.69	\$1,510.54	\$1,548.30	\$1,587.01	\$1,626.68
	Year 3	\$1,575.34	\$1,614.73	\$1,655.09	\$1,696.47	\$1,738.88

Group 9: VTR Editor 2

	Start	\$1,375.85	\$1,410.24	\$1,445.50	\$1,481.64	\$1,518.68
	Year 1	\$1,467.10	\$1,503.78	\$1,541.38	\$1,579.91	\$1,619.41
	Year 2	\$1,558.86	\$1,597.83	\$1,637.78	\$1,678.72	\$1,720.69

Group 10: Senior VTR Editor 2

	Flat	\$1,655.70	\$1,697.10	\$1,739.52	\$1,783.01	\$1,827.59
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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) For reasons directly related to technological change:

- 2 weeks per completed year of service to a maximum of 26 weeks; or

b) For other reasons:

- 1 week per completed year of service to a maximum of 26 weeks.

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 on a bi-weekly basis, 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.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 1st day of January, 2006.

Rogers Sportsnet Inc.


Michael Gass
Vice-President, Human Resources


Virginia Gibberd
Vice-President, Operations


Wayne Yutman
Vice-President, Finance


Andrew Thomas
Director, Technical Operations


Joy Ann Latham
Human Resources


Karen Hunt
Human Resources

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


Mike Kachurowski
CEP National Representative


Grayling Curran
Local President


Randy Kiri
Local Secretary


Mike Cowan
Unit-Chair


Vince Mio
Unit-Representative

Letter of Understanding 1

RE: Senior Classifications

During the process of Collective Bargaining the parties agreed that senior operators are held to a higher standard and have a leadership role in the daily operations of Rogers Sportsnet productions. These roles may include but are not limited to the participation in committees dealing with various operational issues. e.g. training, scheduling, technological change et al.

The parties also agree that technological change is an ongoing process in the broadcasting industry and will continue to evolve.

CEP collective bargaining unit members and Rogers Sportsnet agree that it is in the best interest of both parties to work together and address new technological advances.

CEP collective bargaining unit members shall form a new Technology Committee to liaise with Rogers Sportsnet in identifying, new equipment, methods and processes. This Committee will work jointly to help initiate and skill upgrading for the following purposes:

- for planning training programs for those employees affected by technological change;
- for planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- for planning training programs for those employees affected by new methods of operation;


Every effort will be made to mitigate the impact new technology will have on the bargaining unit.

Rogers Sportsnet Inc.


Michael Gass
Vice-President, Human Resources


Virginia Gibberd
Vice-President, Operations


Wayne Yutman
Vice-President, Finance


Andrew Thomas
Director, Technical Operations


JoAnn Latham
Human Resources


Karen Hunt
Human Resources

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


Mike Kachurowski
CEP National Representative


Grayling Curran
Local President


Randy Kitt
Local Secretary


Mike Cowan
Unit-Chair


Vince Mio
Unit-Representative

Letter of Understanding 2

RE: – Banking of Overtime Worked

The Company has heard from the Bargaining Committee that “banking” of overtime worked would be welcomed in the workplace. In light of this, if the Bargaining Committee wishes to meet with the Company to explore opportunities to introduce some element of “banking” of overtime worked, the Company will accommodate such request prior to April 1, 2006.

Rogers Sportsnet Inc.


Michael Gass
Vice-President, Human Resources


Virginia Gibberd
Vice-President, Operations


Wayne Yutman
Vice-President, Finance


Andrew Thomas
Director, Technical Operations


JoAnn Latham
Human Resources


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Human Resources

**Communications, Energy and
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Mike Kachurowski
CEP National Representative


Grayling Curran
Local President


Randy Kitt
Local Secretary


Mike Cowan
Unit-Chair


Vince Mio
Unit-Representative

Letter of Agreement 1

RE: Temporary Upgrade

The parties agree that the current practice of temporary upgrades, with the exclusion of training, with the allowance of \$20 for work performed in a higher classification and \$35 for work performed in a supervisory classification per tour of duty shall continue.

Rogers Sportsnet Inc.


Michael Gass
Vice-President, Human Resources


Virginia Gibberd
Vice-President, Operations


Wayne Yutman
Vice-President, Finance


Andrew Thomas
Director, Technical Operations


Jo Ann Latham
Human Resources


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