

Letter of Agreement – 2012 Olympic Summer Games

Between:

**CFTO-TV, CTV Specialty Television Enterprises Inc. and TSN
("Bell Media")**

-and-

**Rogers Sportsnet
("Rogers")**

Hereinafter collectively referred to as the "Company"

-and-

**Communications, Energy and Paperworkers Union of Canada, Local 79M
("Union")**

Whereas Local 79M has Collective Bargaining Agreements with CFTO-TV (a division of CTV Television Inc.), CTV Specialty Television Enterprises Inc. and The Sports Network (TSN) and Rogers Sportsnet Inc.,

And Whereas Bell Media and Rogers have joined together to establish Canada's Olympic Broadcast Media Consortium (the "Olympic Consortium"), to broadcast in Canada the 2012 Olympic Summer Games in London;

And Whereas the Union does not have a bargaining unit certificate granting the Union bargaining rights in respect of the Olympic Consortium;

And Whereas Bell Media and Rogers wish to assign some of their employees currently subject to collective agreements with the Union to the Olympic Consortium at its Bell Media's facilities located at 9 Channel Nine Court (Agincourt) and Rogers facilities at 1 Mount Pleasant Road to broadcast in Canada the 2012 Olympic Summer Games in London;

And Whereas the parties mutually desire to allow the assignments on the terms and conditions herein;

Now therefore the Union and the Company agree and say as follows:

1. The Union agrees not to file any (i) scope or jurisdiction grievances against the Company, or (ii) applications with the Canada Industrial Relations Board (including, without limitation, any applications under sections 18, 35 or 44 of the *Canada Labour Code*) which in any way assert that the Union has bargaining rights over the Olympic Consortium or which in any way relate to the assignment of any Bell Media or Rogers employees represented by the Union to the Olympic Consortium.

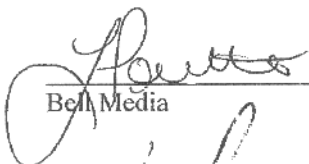
2. This Agreement is made on a without prejudice and precedence basis and its application is limited to employees represented by the Union at Bell Media and Rogers who are assigned to the Olympic Consortium at the Agincourt or One Mount Pleasant Road facilities. This Agreement expires at the conclusion of the 2012 Olympic Games, on or about August 15, 2012.
3. The terms and conditions of employment applicable to Union employees assigned to the Olympic Consortium shall be as outlined in the applicable collective agreements save and except for the "carve-outs"/amendments listed in Appendix "A" for Bell Media employees and Appendix "B" for Rogers employees.

Appendix "A" – Bell Media

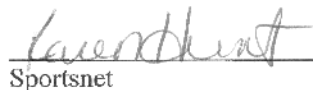
- Overtime hours will not be distributed evenly as per Article 14.6, but will be provided to those employees who agree to/indicate an interest in working the overtime hours. The Olympic Consortium will make best efforts to provide interested employees with overtime hours based on the needs of the Olympic project. Once a pool of overtime employees is determined, the Olympic Consortium will select the employees for overtime, at its sole discretion, based primarily on the skill set of the employee in relation to the needs of the business.
- Bell Media employees not covered by the application of this Agreement (both union and non-union from other stations, other entities, etc.) may be seconded to the Olympic Consortium to work at Bell Media's Agincourt facility. In such circumstances, no union dues will be remitted save and except for union dues, if any, owing to the local from where the employee was seconded. All freelancers retained by the Olympic Consortium to work at Bell Media's Agincourt facility will not be subject to the terms of the collective agreement including, without limitation the obligation to pay union dues, save and except for freelancers who are retained by Bell Media at the Agincourt facility in operations positions at the time they are seconded to the Olympic Consortium.
- The meal displacement penalty in Article 15.6 will not apply. Instead, employees assigned to the Olympic Consortium will be provided with a suitable hot meal, for all shifts, during the assignment.
- The meal periods for all Union employees assigned to the Olympic Consortium shall be scheduled no earlier than the start of the 3rd hour and ending no later than the end of 6th hour of each tour, except for employees scheduled on a 12 hour shift, in which case meals will be assigned no earlier than the start of the 3rd hour and ending no later than the end of 7th hour of the tour.
- Employees who are assigned to Production/Editorial positions at the Olympic Consortium will be required to work 12 hour days with no days off during the assignment. The provisions of the Bell Media collective agreement shall apply to these employees. Should these employees decline to work the hours necessary they will not be assigned to the Olympic Consortium.
- Overtime hours worked while assigned to the Olympic Consortium will not be banked but will be paid out at the applicable rates.

Appendix "B" – Rogers Sportsnet

- Articles 17 shall apply to overtime however the Olympic Consortium will make best efforts to provide interested employees with overtime hours based on the needs of the Olympic project. Once a pool of overtime employees is determined, the Olympic Consortium will select the employees for overtime based primarily on the skill set of the employee in relation to the needs of the business.
- Rogers' employees not covered by the application of this Agreement (both union and non-union from other stations, other entities, etc.) may be seconded to the Olympic Consortium to work at Bell Media's Agincourt facility or Roger's Mount Pleasant facility. In such circumstances, no union dues will be remitted save and except for union dues, if any, owing to the local from where the employee was seconded. All freelancers retained by the Olympic Consortium to work at Roger's Mount Pleasant facility will not be subject to the terms of the collective agreement including, without limitation the obligation to pay union dues, save and except for freelancers who are retained by Rogers Sportsnet in operations positions at the time they are seconded to the Olympic Consortium.
- The meal displacement penalty in Article 19.2 and 19.3 will not apply. Instead, employees assigned to the Olympic Consortium will be provided with a suitable hot meal, for all shifts, during the assignment.
- The meal periods for all Union employees assigned to the Olympic Consortium shall be scheduled no earlier than the start of the 3rd hour and ending no later than the end of 6th hour of each tour, except for employees scheduled on a 12 hour shift, in which case meals will be assigned no earlier than the start of the 3rd hour and ending no later than the end of 7th hour of the tour.
- Employees who are assigned to Production/Editorial positions at the Olympic Consortium will be required to work 12 hour days with no days off during the assignment. The provisions of the Rogers collective agreement shall apply to these employees. Should these employees decline to work the hours necessary they will not be assigned to the Olympic Consortium.
- Overtime hours worked while assigned to the Olympic Consortium will not be banked but will be paid out at the applicable rates.



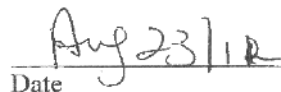
Bell Media



Sportsnet



Union



Date