

COLLECTIVE AGREEMENT

BETWEEN:

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

AND:

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



January 1, 2019
To
December 31, 2022

Table of Contents

Article		Page
1	Purpose and Recognition	1
2.0	Probation	2
3.0	Definitions of Employees	3
4.0	Management Rights	5
5.0	Union Security	8
6.0	Use of Bulletin Boards	10
7.0	Union Activity	11
8.0	Access to premises	14
9.0	Non-Discrimination	14
10.0	No Strikes or Lockouts	15
11.0	Grievance Procedure	16
12.0	Reports on Performance	21
13.0	Seniority Rights	24
14.0	Jurisdiction	30
15.0	Outside Activity	32
16.0	Hours and Scheduling of Work	33
17.0	Premium and Overtime Payments	37
18.0	Rest Periods	42
19.0	Meal Periods	42

Table of Contents

Article		Page
20.0	General Wage Provisions	45
21.0	Wages	46
22.0	Employee Benefits	46
23.0	Leaves of Absence	47
24.0	Vacation	49
25.0	Company Holidays	52
26.0	Workplace Health and Safety	56
27.0	Travel Expenses	56
28.0	Duration of Agreement	57
Schedule A	Wages and Classifications	59
Schedule B	Severance Pay	64
Letter of Understanding 1	Senior Classifications	67
Letter of Understanding 2	Technological Change	68
Letter of Understanding 3	Banking Overtime Worked	69
Letter of Understanding 4	Union Representation & Training	71
Letter of Agreement 1	12 Hour Shifts	72
Letter of Agreement 2	Student Interns	76
Letter of Agreement 3	Engineering Meal Breaks	77
Letter of Agreement 4	NHL Temporary Positions	78

Table of Contents

Article		Page
Letter of Agreement 5	Article 14 - Jurisdiction	80
Letter of Agreement 6	Remote From Home Broadcast	84
Letter of Agreement 7	Paid Education Leave (PEL)	85
Guidelines Re: Article 16.3		87

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.

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 any time with reasonable cause.

ARTICLE 3 - DEFINITIONS

- 3.0** All employees covered by this agreement shall be considered full-time employees of the Company except as hereinafter provided;
- 3.1** 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.
- 3.2** 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 3.5 Casual (Freelance) employees applies, however Article 20 and 24.3 are further excluded.
- 3.3** A Casual (Freelance) employee is one hired on a sporadic, daily basis or less than full-time hours.
- 3.4** 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.
- 3.5** Casual (Freelance) employees shall be subject to the terms of this Collective Agreement except for Articles 2.0, 12.2, 13, 13.2, 13.3, 13.4, 13.6, 13.7, 13.12, 14.2, 15.1, 16.2, 16.4, 16.5, 16.6, 16.8, 20.2, 22, 22.1, 22.2,

23, 23.1, 23.2, 24, 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) 16.7 applies only when the employee attends a portion of the original scheduled shift.
- c) 17.8 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.

3.6 Temporary employees shall be subject to the terms of this Collective Agreement except for Articles 2.0, 12.2, 13,13.3, 13.4, 13.7, 13.12, 14.2, 20.2, 22, 22.1, 22.2, 23, 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 13.6 shall not be required for temporary employees whose term of employment is three (3) months or less.
- (d) Article 16.5 shall not apply to temporary employees who are hired specifically for regularly scheduled work on weekends.

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 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; 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 and or confirmed e-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.

It is understood that while the amount of the deductions may change, the Union may not change the calculation formula during the term of the collective agreement.

- *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, 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.

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.

***5.4 Notices to Union** - The Company shall provide to the Union at its regional office, and to the Local Union Secretary, 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, notice by fax or email of hiring, dismissal, promotion, or demotion of any employee within the bargaining unit.
- (c) Notice by email of suspension, or any corrective (disciplinary) action placed on an employee's file within the bargaining unit within five (5) working days.
- (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

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.
- (a) During such leave the Company will make every effort to ensure that the employees schedule on either side of the leave has an appropriate turnaround period as per Article 17.5.
- *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, 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 sixty (60) working days in any calendar year. Additional requests above this maximum must be submitted to the Director, Human Resources for approval, or his/her designate. Such requests will not be unreasonably denied. The leave provided above will be limited at any one time to two (2) from different job functions.
- 7.2** 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.

- 7.3** Leave taken under Article 7.2 shall not constitute a break in continuity of service in the computation of seniority, severance pay, or other benefits under this agreement.
- 7.4** When an employee is released without pay under the provisions of article 7.0, 7.1 and 7.2 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.
- 7.5** 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.
- 7.6** Since the Steward's first obligation is the performance of his/her duties to his/her 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/her 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.

- 7.7** The Company agrees to recognize one (1) Union Unit Vice-President and four (4) Union stewards.
- 7.8** 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.
- 7.9** The Company shall provide to the Unit Vice-President one (1) copy of each of the following:
- (a)** Within thirty (30) 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** 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 4.0 (b) of the Collective Agreement.

- 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.

It is understood that this article shall not apply to the employee's regular place of employment where employees in another bargaining unit may be on strike or locked out.

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 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.

11.2 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.

***11.3** 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 grievance shall be in writing, on a standard grievance form provided by Unifor and shall include:

- a) The grievor'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.

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

- 11.6** 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.
- 11.7** 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.

- 11.8** 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.
- 11.9** Any time limits mentioned under the grievance procedure shall exclude sick days of the grievor.
- 11.10** 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 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 investigatory or 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.

***12.3** 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.

12.3.1 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 outlined in Article 11.3; or
3. Where the presence of the employee in the workplace threatens the safety of other employees due to an allegation of harassment 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.

- 12.4** 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 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 Vice-President will be provided a seniority list upon request in writing to the HR department.

***(a)** 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 factual information which can be confirmed by the records of either party. A corrected seniority list shall be posted in all locations no later than September 30th which shall be in effect until the following year.

- 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, provided that the employee chooses to pay Union dues while on leave. Such dues shall be remitted directly to the Union.
- 13.2** 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.

- 13.3 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.

13.4 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.

***13.5** 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/her period of seniority or twelve (12) months;
- (e)** After notice of recall from lay off is sent by email and registered mail to his/her 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 he/she is able to return to work;

provided the parties have met their duty to accommodate as required by the Canadian Human Rights Act.

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

13.7 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. 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.

***13.8** 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.

- *13.9** 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 13.7 shall retain first recall rights to the employee's previous classification when a vacancy occurs therein.

- *13.10** This article shall not be interpreted as prohibiting supervisors within the bargaining unit from performing duties under their supervision while engaged in supervising.

- *13.11** 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.
- *13.12** 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, he/she 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 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 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.

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 received written consent from the Company; such consent will not be unreasonably withheld.
- (f) 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. When the next scheduled shift is changed, the Company will

make a reasonable attempt to notify the employee. Due to the nature of live television programming, employees are encouraged to check the web based schedule. However, employees are not required or responsible for knowing about changes while off duty.

- 16.4** Scheduled days off will not be changed without the consent of the employee after 1pm on the Monday prior to the week.
- 16.5** Employees will receive 3 weekends off per calendar quarter.
- 16.6** 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.
- *16.7** Shift start and finish times can be changed no later than 1:30pm the day previous. Otherwise, employees will be paid the original shift plus any hours outside the original shift.
- (a)** Following 1pm 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 16.7(a) shall not apply in circumstances where vacation is requested and/or approved following 1pm on the Monday prior to the week.

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 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.

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 ($\frac{1}{4}$) 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, 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.

***16.12** 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.

***16.13** 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.

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 or a designate 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.

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.

- 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 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.

17.9 Engineering employees assigned to stand-by will be compensated at the rate of fifty dollars (\$50.00) per calendar day, on a scheduled day off. Stand-by pay will be computed separately from the work week. The above allowances may not be accumulated. Employees required to stand-by in their off hours, separate from their days off, shall be compensated at the rate of twenty dollars (\$20.00) per calendar day, to be available in their off hours. If the employee is called into work, Call Back, Article 17.2 will apply. Stand-by shall be defined as the employee having been officially designated as “on stand-by” on a day off or during off hours, who must be available to report to work if called. The wearing of a beeper, cell phone or other communication device shall not by itself constitute “stand-by”.

17.10 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).

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 third (3rd) 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 Integrated Playout personnel and ENG Camera Operators shall be paid.

19.2 First Meal Period – (excluding ENG Camera, Integrated Playout) In the event that an employee has not been provided a meal period within the time limits required in Article 19.0, 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.

First Meal Period –(ENG Camera, Integrated Playout)
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, Integrated Playout) 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, Integrated Payout) 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.

19.4 Out of Town Meal Allowance - Employees on “out-of-town” assignments shall receive a per diem of seventy-five dollars (\$75) per day.

19.5 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.
- 20.2.1** Employees covered under Articles 3.1 and 3.3 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.
- 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, jointly with the employee and the Union, a flat rate of payment for any remote production. A copy of the deal memo will be signed by the parties.

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 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.
- 22.1** 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).

***22.2** 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 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 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.

***23.1** 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.

***23.2** Any regular or temporary full-time 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, 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

- 24.2** 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.
- 24.3** 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.
- 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** 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

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.

- c) 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
- d) Vacations will be scheduled by 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) Casual ("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, Casual ("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 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 (“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, Casual (“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.
- 25.4** Floater Holidays not taken by the end of the calendar year cannot be carried forward and will be forfeited.

- 25.5** 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 2022, 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, Jan 1, Jan 1, Jan 1, Dec 31,
2019 2020 2021 2022 2022

Group 0: Summer Students

	Flat	\$633.29	\$645.96	\$658.88	\$673.70	\$675.39
--	------	----------	----------	----------	----------	----------

Group 0(A): Television Assistant

	Start	\$728.78	\$743.36	\$758.23	\$775.29	\$777.23
	Year 1	\$765.77	\$781.09	\$796.71	\$814.63	\$816.67
	Year 2	\$834.30	\$850.99	\$868.00	\$887.53	\$889.75
	Year 3	\$891.94	\$909.78	\$927.97	\$948.85	\$951.23
	Year 4	\$940.89	\$959.71	\$978.90	\$1,000.93	\$1,003.43

Group 1(A): Media Content Coordinators, Audio Assistant 2

	Start	\$815.54	\$831.85	\$848.48	\$867.57	\$869.74
	Year 1	\$872.62	\$890.07	\$907.87	\$928.30	\$930.62
	Year 2	\$933.71	\$952.38	\$971.43	\$993.29	\$995.77
	Year 3	\$999.05	\$1,019.03	\$1,039.41	\$1,062.80	\$1,065.46
	Year 4	\$1,069.00	\$1,090.38	\$1,112.18	\$1,137.21	\$1,140.05

Group 2(A): Media Asset Coordinators

	Start	\$932.42	\$951.06	\$970.09	\$991.91	\$994.39
	Year 1	\$1,001.63	\$1,021.66	\$1,042.09	\$1,065.54	\$1,068.20
	Year 2	\$1,090.20	\$1,112.00	\$1,134.24	\$1,159.76	\$1,162.66
	Year 3	\$1,185.19	\$1,208.90	\$1,233.08	\$1,260.82	\$1,263.97
	Year 4	\$1,263.94	\$1,289.22	\$1,315.00	\$1,344.59	\$1,347.95
	Year 5	\$1,347.88	\$1,374.84	\$1,402.34	\$1,433.89	\$1,437.47

Jan 1, 2019 Jan 1, 2020 Jan 1, 2021 Jan 1, 2022 Dec 31, 2022

Group 1: Camera Operator, Media Preparation Operator, Production Operator

	Start	\$932.42	\$951.06	\$970.09	\$991.91	\$994.39
	Year 1	\$1,001.63	\$1,021.66	\$1,042.09	\$1,065.54	\$1,068.20
	Year 2	\$1,090.19	\$1,111.99	\$1,134.23	\$1,159.75	\$1,162.65
	Year 3	\$1,185.20	\$1,208.91	\$1,233.09	\$1,260.83	\$1,263.98
	Year 4	\$1,263.94	\$1,289.22	\$1,315.00	\$1,344.59	\$1,347.95
	Year 5	\$1,333.82	\$1,360.50	\$1,387.71	\$1,418.93	\$1,422.48
	Year 6	\$1,436.63	\$1,465.36	\$1,494.67	\$1,528.30	\$1,532.12
	Year 7	\$1,531.64	\$1,562.28	\$1,593.52	\$1,629.38	\$1,633.45

Group 2: Audio Operator, Electronic Graphics Operator, Lighting Operator, Video Operator, Satellite Operator, Technical Operator, Operations Generalist

	Start	\$946.64	\$965.57	\$984.89	\$1,007.05	\$1,009.56
	Year 1	\$1,011.80	\$1,032.04	\$1,052.68	\$1,076.36	\$1,079.05
	Year 2	\$1,104.10	\$1,126.18	\$1,148.71	\$1,174.55	\$1,177.49
	Year 3	\$1,203.19	\$1,227.26	\$1,251.80	\$1,279.97	\$1,283.17
	Year 4	\$1,295.49	\$1,321.40	\$1,347.83	\$1,378.16	\$1,381.60
	Year 5	\$1,374.88	\$1,402.37	\$1,430.42	\$1,462.61	\$1,466.26
	Year 6	\$1,467.16	\$1,496.51	\$1,526.44	\$1,560.78	\$1,564.68
	Year 7	\$1,566.26	\$1,597.58	\$1,629.53	\$1,666.20	\$1,670.36

Jan 1, 2019 Jan 1, 2020 Jan 1, 2021 Jan 1, 2022 Dec 31, 2022

Group 3: Integrated Playout Operator, Content Prep/Distribution Generalist

	Start	\$997.53	\$1,017.48	\$1,037.83	\$1,061.18	\$1,060.83
	Year 1	\$1,062.69	\$1,083.94	\$1,105.62	\$1,130.50	\$1,133.32
	Year 2	\$1,154.99	\$1,178.09	\$1,201.66	\$1,228.69	\$1,231.77
	Year 3	\$1,254.07	\$1,279.15	\$1,304.73	\$1,334.09	\$1,337.42
	Year 4	\$1,346.38	\$1,373.30	\$1,400.77	\$1,432.29	\$1,435.87
	Year 5	\$1,425.77	\$1,454.29	\$1,483.37	\$1,516.75	\$1,520.54
	Year 6	\$1,518.08	\$1,548.44	\$1,579.41	\$1,614.95	\$1,618.98
	Year 7	\$1,617.16	\$1,649.51	\$1,682.50	\$1,720.35	\$1,724.65

Group 3(A): ENG Camera/Editor (up to level of Video Editor 1), Production Operator 2, Steadi-Cam Operator, Video Editor I

	Start	\$1,010.21	\$1,030.42	\$1,051.03	\$1,074.68	\$1,077.36
	Year 1	\$1,076.14	\$1,097.66	\$1,119.61	\$1,144.81	\$1,147.67
	Year 2	\$1,169.69	\$1,193.08	\$1,216.94	\$1,244.32	\$1,247.43
	Year 3	\$1,269.92	\$1,295.32	\$1,321.23	\$1,350.95	\$1,354.33
	Year 4	\$1,361.89	\$1,389.13	\$1,416.91	\$1,448.79	\$1,452.42
	Year 5	\$1,442.11	\$1,470.96	\$1,500.37	\$1,534.13	\$1,537.97
	Year 6	\$1,535.36	\$1,566.06	\$1,597.39	\$1,633.33	\$1,637.41
	Year 7	\$1,634.76	\$1,667.45	\$1,700.80	\$1,739.07	\$1,743.42

Jan 1, Jan 1, Jan 1, Jan 1, Dec 31,
2019 2020 2021 2022 2022

Group 4:

	Start	\$1,521.81	\$1,552.25	\$1,583.29	\$1,618.92	\$1,622.97
	Year 1	\$1,626.31	\$1,658.84	\$1,692.01	\$1,730.08	\$1,734.41
	Year 2	\$1,719.63	\$1,754.02	\$1,789.10	\$1,829.35	\$1,833.93

Group 4(A): Broadcast Engineer

	Start	\$946.64	\$965.57	\$984.89	\$1,707.05	\$1,009.56
	Year 1	\$1,011.80	\$1,032.04	\$1,052.68	\$1,076.36	\$1,079.05
	Year 2	\$1,104.10	\$1,126.18	\$1,148.71	\$1,174.55	\$1,177.49
	Year 3	\$1,203.19	\$1,227.26	\$1,251.80	\$1,279.97	\$1,283.17
	Year 4	\$1,295.49	\$1,321.40	\$1,347.83	\$1,378.16	\$1,381.60
	Year 5	\$1,374.88	\$1,402.37	\$1,430.42	\$1,462.61	\$1,466.26
	Year 6	\$1,467.16	\$1,496.51	\$1,526.44	\$1,560.78	\$1,564.68
	Year 7	\$1,566.26	\$1,597.58	\$1,629.53	\$1,666.20	\$1,670.36
	Year 8	\$1,650.42	\$1,683.42	\$1,717.09	\$1,755.73	\$1,760.12
	Year 9	\$1,717.43	\$1,751.78	\$1,786.81	\$1,827.02	\$1,831.59

Group 5: Senior Audio Technician, Senior Camera Operator, Senior Video Editor I, Senior Electronic Graphics Operator, Senior Production Operator, Technical Director Production

	Start	\$1,650.42	\$1,683.42	\$1,717.09	\$1,755.73	\$1,760.12
	Year 1	\$1,791.57	\$1,827.40	\$1,863.95	\$1,905.89	\$1,910.66

Group 6: Senior Technical Director Production

	Start	\$1,643.62	\$1,676.49	\$1,710.02	\$1,748.50	\$1,752.87
	Year 1	\$1,740.67	\$1,775.48	\$1,810.99	\$1,851.74	\$1,856.37
	Year 2	\$1,858.75	\$1,895.92	\$1,933.84	\$1,977.35	\$1,982.30

Jan 1, 2019 Jan 1, 2020 Jan 1, 2021 Jan 1, 2022 Dec 31, 2022

Group 6(A): Senior ENG Camera, Technical Producer

Start	\$1,642.43	\$1,675.28	\$1,708.78	\$1,747.23	\$1,751.60
Year 1	\$1,765.40	\$1,800.71	\$1,836.73	\$1,878.05	\$1,882.75
Year 2	\$1,885.14	\$1,922.85	\$1,961.30	\$2,005.43	\$2,010.45

Group 7: Integrated Playout Supervisor, Studio Supervisor

Flat	\$1,951.74	\$1,990.77	\$2,030.59	\$2,076.28	\$2,081.47
------	------------	------------	------------	------------	------------

Group 8: Senior Broadcast Engineer

Start	\$1,689.76	\$1,723.56	\$1,758.03	\$1,979.58	\$1,802.08
Year 1	\$1,822.79	\$1,859.25	\$1,896.43	\$1,939.10	\$1,943.95
Year 2	\$1,972.76	\$2,012.22	\$2,052.46	\$2,098.64	\$2,103.89
Year 3	\$2,108.83	\$2,151.01	\$2,194.03	\$2,243.39	\$2,249.00

Group 9: Video Editor II

Start	\$1,521.81	\$1,552.25	\$1,583.29	\$1,618.92	\$1,622.97
Year 1	\$1,626.32	\$1,658.85	\$1,692.02	\$1,730.10	\$1,734.42
Year 2	\$1,719.63	\$1,754.02	\$1,789.10	\$1,829.35	\$1,833.93
Year 3	\$1,841.79	\$1,878.62	\$1,916.20	\$1,959.31	\$1,964.21

Group 10: Senior Video Editor II

Start	\$1,963.95	\$2,003.23	\$2,043.29	\$2,089.27	\$2,094.49
Year 1	\$2,086.77	\$2,128.51	\$2,171.08	\$2,219.93	\$2,225.47
Year 2	\$2,216.12	\$2,260.44	\$2,305.65	\$2,357.52	\$2,363.42

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 52 weeks; and:
 - b)** Employees who are eligible to displace another employee (as per article 13.7) 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 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 6th day of March, 2019.

For the Company

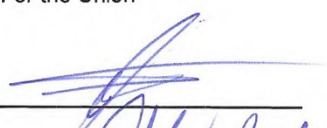


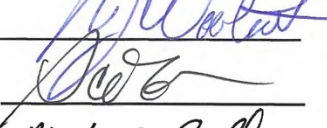
Billitzky



O'Leary


For the Union





Michael Calligan

Mary Nolan



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 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.

Letter of Understanding 2

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

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

Unifor collective bargaining unit members shall form a new Technology Committee to liaise with 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.

Letter of Understanding 3

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 Understanding 4

During bargaining the Union raised concerns about releasing Sportsnet Union representatives for the purposes of training. The Company agrees that the training of its employee Union representatives is a shared priority and will make best efforts to grant leaves of absence for training purposes above the Agreement of Article 7.1. The Union agrees to provide as much notice as reasonably possible to allow for alternative scheduling requirements.

Letter of Agreement 1

RE: 12 Hour Shifts

Whereas the Union and the Company wish to create a twelve (12) hour shift pattern in the distribution department, and

Whereas the twelve (12) hour shift pattern shall be limited to only those employees working in the distribution department,

Now therefore the parties agree:

The ten (10) hour shifts will adopt all amendments and agreements outlined for Integrated Payout. The twelve (12) hour shifts shall require the following additions/amendments. Any Articles not listed below are assumed not to be amended and will apply. Notwithstanding, this agreement is reached in good faith and in response to employee requests, and is intended to provide no greater or lesser benefits than provided to those on other shifts outlined in the Collective Agreement:

- 16.0** The “workweek” for regular full-time employees on 12 hour shifts shall be based on a 2 week period of eighty (80) hours. (11 hours & 26 minutes x 7 shifts = 80 hours per 2 week period)

- 16.1** This article shall not apply to regular 12 hour shifts. For 12 hour shifts, regular hours of work will be exclusive of one 34 minute meal break.
- 16.6** Employees on a 12 hour shift pattern shall not be scheduled more than 5 days in a row.
- 16.8** Will not apply when a work day extends into a day off as a result of this agreement save, and, except when management deviates from a regular schedule which will result in a premium payment.
- 17.0** Distribution personnel whose regularly scheduled workday is 12 hours, shall be paid at the rate of two (2) times the basic hourly wage rate for hours worked in excess of 16 hours.
- 17.5** For employees on a 12 hour shift pattern the turnaround period shall be 10 hours.
- 17.8** Notwithstanding Article 16.9, a scheduled overtime shift of 4, 8, 10 or 12 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.
- 19.2 First Meal Period** – For employees on a 12 hour shift pattern, a first meal of 34 minutes shall be assigned no earlier than the start of the 3rd hour of the shift, and no

later than the end of the 7th hour. Employees on a 12 hour shift pattern shall be entitled to the meal displacement penalty.

19.3 Second Meal Period – For employees on a 12 hour shift pattern, a second paid meal period of 30 minutes will be given after the employee has worked more than **12.5 hours**, and a \$15 meal allowance will be paid when the meal is taken.

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.

24.1 For the purposes of this agreement, a vacation day will be calculated at 11.43 hours.

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:
 - (1) 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 employee's standard work day of that particular work week (either 8, 10 or **12** hour).
- (b) If the employee is required to work on a statutory holiday the employee shall be compensated as follows:

- (1) 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 employee's standard work day of that particular work week (either 8, 10 or 12 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, 10 or 12) will be paid at 2 times the basic hourly rate.

Letter of Agreement 2

RE: Student Interns

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.

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:

1. Student interns will be placed under the supervision of an Operations staff member for the purposes of training and learning purposes.
2. Student interns will not operate any equipment without the supervision of Operations staff.
3. Students should not be left alone while performing any work function and shall not be used to cover breaks.
4. A student intern will “shadow” one employee’s shift whenever possible.

Letter of Agreement 3

RE: Engineering Meal Breaks

The Company agrees to provide Broadcast Engineers with an inclusive meal period for the life of the Collective Agreement.

Notwithstanding the above, the parties may agree to change to an exclusive meal period schedule, at one or all of its locations, if a 2/3 majority of the engineers at the location are in agreement with the change. Such vote will be overseen by the Company and the Union.

The parties acknowledge that for an inclusive meal period schedule to be effective, the engineers on an inclusive meal period must be immediately available to the Company to meet the needs of the business. To that end, employees are required to remain within the vicinity of the work area, always be reachable by a means pre-approved by the department manager, and shall immediately return to the work area if the situation requires it.

***Letter of Agreement 4**

RE: NHL Temporary Positions

The parties recognize that they share the mutual interest of providing stability to those bargaining unit employees who work on the Rogers NHL Broadcasts. As such, the parties agree that the Company may offer temporary employment to those employees who work(ed) on the Rogers NHL Broadcasts during the season, for the following NHL Broadcast season before the current contracts have expired, subject to the following:

- 1) The Company may only offer these opportunities to those who worked on the NHL Broadcasts during the current season;
- 2) Such positions shall be filled without the requirement to post as outlined in Article 13.7 of the Collective Agreement;
- 3) Positions required for the following season which are not in existence during the current season must be posted as per the Collective Agreement;
- 4) Vacancies created by current temporary employees not accepting positions for the following season shall be posted as per the Collective Agreement.

Nothing in this agreement shall require the Company to offer employment for any season to any current incumbent

should it not wish to do so. Furthermore, the Company may also provide part-time employment during the NHL off-season to any temporary employee at its discretion.

For the Company



Michael Goldsmith
Director, Human Resources

For the Union



Howard Law
Director, Media Sector
Unifor 79M

***Letter of Agreement 5**

Re: Article 14 – Jurisdiction

This letter is in reference to the parties' discussions during bargaining concerning Article 14 of the Collective Agreement with respect to video content created for its non-cable channels.

The parties agree to the following for the duration of the collective agreement:

1. The parties agree that programming distributed through the Company's cable channel continues to be constituted of "television programmes or productions" referenced in Article 14.1, 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 programming on Sportsnet NOW is included in the definition of "television programmes or productions."
2. The parties agree that SN Ice Surfing, currently distributed solely on the internet, is a television program or production as referenced in Article 14.1.
3. The parties agree that programming or productions distributed other than as described in paragraphs (1) and (2), shall not be included as "television

programming or productions” for the purpose of Article 14.1, except as provided in paragraph 7 below. For greater clarity, programming that is not described in paragraphs (1) and (2) includes Sportsnet.ca, other similar websites, and Internet-based social media platforms.

4. Without amending the intent of language of Article 14.1 of the Collective Agreement, it is agreed that there is no violation of Article 14.1 unless:
 - a. The assignment of bargaining unit work to other than employees of the bargaining unit, 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.
5. With respect to paragraph 4, it is further understood that:
 - a. The elimination of working hours of a casual employee does not constitute a layoff under article 14.1; and

- b.** “Company premises” includes shooting venues as per past practice.
- 6.** The Company may, at its discretion, assign bargaining unit employees to perform work outlined in paragraph 3 above without prejudice to its position.
- 7.** In the event that content described in paragraph 3 directly displaces content described in paragraphs 1 or 2 (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 14.1. However, the assignment of duties under paragraph (6) 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.
- 8.** 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.
- 9.** 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.

10. The parties agree to review the term of this agreement no later than its expiration and the Collective Agreement ending December 31, 2022.

For the Company



Michael Goldsmith

Director, Human Resources

For the Union



Howard Law

Director, Media Sector

***Letter of Agreement 6**

Re: Remote from Home Broadcast

This Letter of Agreement is further to our ongoing discussions pertaining to Remote from Home productions. The parties have agreed that a temporary upgrade of thirty-five dollars (\$35) per shift shall apply to the following positions: Production Operators, Audio Operator, Graphic Operator and Technical Director while working on a Remote from Home productions.

For the Company



Michael Goldsmith

Director, Human Resources

For the Union



Howard Law

Director, Media Sector

***Letter of Agreement 7**

RE: Paid Education Leave

The employer agrees to pay into a special fund an amount of \$0.03 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 7.4 of the collective agreement shall be applied to pay members taking unpaid leave under this letter.

For the Company



Michael Goldsmith

Director, Human Resources

For the Union



Howard Law

Director, Media Sector

***Guidelines Agreement re: Article 16.3**

Whereas Article 16.3 and 16.7 were changed in Bargaining in January 2015,

And, whereas it is in the best interest of the Company, the Union, and the employees to understand and clarify the Collective Agreement,

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

1. When an employee is at work, and the employee's schedule for the next day is changed, the Company shall make a reasonable effort to contact that employee before 1pm. No premium will be paid in this scenario.
2. When an employee is not yet at work, but is working later that day, and the employee's schedule for the next day is changed, the Company shall make a reasonable effort to contact that employee before 1pm. No premium will be paid in this scenario.
3. When an employee is completely off work and not scheduled for that day and the employee's schedule for the next day is changed, the Company must contact the employee directly before 1pm. No premium will be paid in this scenario. For this to be effective the company relies on the conscientiousness of each employee to respond to the attempts to reach

them.

A reasonable effort means the Company will make one phone call to the number provided by the employee and, if not answered, leave a voicemail; or, in the event that a voicemail message cannot be left then the Company will send a text message.

Directly means that the scheduler must speak directly with the employee.

If there are problems with the interpretation or implementation of this letter, the parties agree to meet to discuss.

This agreement is not to be included in the Collective Agreement, but is subject to the grievance procedure.