

Memorandum of Agreement
Between
Communications, Energy and Paperworkers Union Local 830M
And
Citytv Vancouver, OMNI BC Operations, Rogers Broadcasting Limited
February 10, 2012

The Parties hereto agree to recommend acceptance to their respective principles the renewal of the Collective Agreement which expired on August 31st, 2011, all items previously signed off and as follows:

1. The term of the new agreement shall be September 1, 2011 to August 31, 2015.
2. The wage rates of employees shall be increased as follows:
 - a. Effective September 1, 2011 – 2.0%
 - b. Effective September 1, 2012 - 2.0%
 - c. Effective September 1, 2013 - 2.0%
 - d. Effective September 1, 2014 – 2.5%
3. Randy Phillips to receive a total increase of 4% placing him on merit.
4. Laura Cratty and Gautam Arora to be placed in Classification Group 6.1 (new rates attached in "appendix A"), title Supervising Editor. The collective agreement language 18.3 applies with the intent of a successful transition for the incumbents.
5. Senior Production Editor to move to Classification Group 6.1 (new rates, attached in "Appendix A")
6. Cindy Leong to be moved to Classification Group 5 (Writer/researcher) with annual clothing allowance of \$1250 rolled into her base salary to make her new rate.
7. The following employees shall be classified from GTO to ENG Operators/Editor classification Group 5.
Milan Wejr, Ryan Mitchell, Lindsey Willy, Denis Falardeau. Milan Wier and Lindsay Willy are eligible for ½ back pay for hours worked as ENG Operators/Editors.
8. Sales Coordinators be moved to a new group 1.2 with wage scale increased by 2.5% (attached in "appendix A"). LOU outside the collective agreement as attached.

9. A review of part time hours will become an agenda item for LMC meetings.

10. Article 16.2.1 A laid-off Employee with twelve (12) months or more continuous service may, at his/her discretion, opt to receive severance pay based on three (3) weeks' pay per year of continuous service. A portion of a year shall be calculated on a pro-rata basis.

The minimum payment shall be **six (6) weeks** at basic salary and the maximum payment shall be **fifty eight (58) weeks** at basic salary. Severance payments provided herein shall be deemed to be inclusive of any severance payment required pursuant to law.

Where an Employee accepts such severance pay, he/she shall be deemed to be terminated and shall forfeit all seniority and other rights under this Agreement.

11. Add new 16.2.3: Employees will have the option of taking their severance as salary continuance.

12. Article 38.2, "... The Company shall provide such employees with a suitable, all-weather jacket every three (3) calendar years. **The Company agrees to discussion and input from the Union with regard to type of clothing that will be purchased.**

13. Renew all Letters of Intent and Letters of Understanding.

14. Update Job Classifications as per Union proposal of January 27, 2012.

15. Maternity/Child Care and Parental Leave – current employees on staff at time of ratification retain the option until September 1, 2013 to take 25.5.3 the continuous five day (5) leave instead of opting for the new parental leave top up plan.

16. 24.3 The maximum allowable accumulation of compensatory leave shall not exceed eighty (80) hours. Payment of compensatory leave will be based on time sheets submitted as of January 1 and paid out on December 31 each year.


17. LOU Outside Collective Agreement
OMNI Employee list receiving merit pay.

The Memorandum of Agreement is signed this 10th day of February , 2012.

**CITYTV VANCOUVER, OMNI
ROGERS BROADCASTING LIMITED**



Wayne Smith


Cindy Jones


Manuel Fonseca


Marisa Doolan

**COMMUNICATIONS,
ENERGY
AND PAPERWORKERS
OF CANADA**


Jole Warnock


Stephen Hawkins


Carl Larsen


Jimmy Mistry


Gerald Christenson

Article 2.1 Bargaining Unit

The Company recognizes the Union as the exclusive bargaining agent for all Employees in the bargaining unit as defined by the Canada Labour Relations Board decision dated October 20, 2011 and as amended from time to time or as altered by agreement between the parties. The bargaining unit shall consist of:

All Employees of Citytv Vancouver and all operations employees of OMNI BC employed by Rogers Broadcasting Limited c.o.b. as OMNI BC and Citytv Vancouver, excluding :

Sales Representative, Manager of Sales and above; Managing Producer and above; Assignment Editor; Producer; Host; Director; Senior Director; Technical Director; Director of Promotions / Creative Services; Director of Operations; Production Manager; Executive Assistant; Business Manager, News; Manager of Information Technology and above; Vice President and General Manager; Manager Facilities/Assistant Manager Operations ; Publicist; Media Research Analyst;


For the Company


For the Union

Article 5.2.1 Change reference to 2080, 40 hours per week, from 1/173

Part-time Employees shall be paid on an hourly basis at a rate equal to **1/2080 of the annual** salary of the wage group to which the Employee is assigned. Part-time Employees shall receive credit on the salary scale of the group to which they are assigned for the total accumulated hours from the initial date of hiring, calculated to the last completed month.

Article 43.6 Change to 2080 hours.

The term "basic rate" is understood to mean the basic hourly rate of the Employee involved. For purposes of computing an Employee's hourly rate of basic pay, his/her annual monthly salary shall be divided by **two thousand and eighty (2080) hours**.


For the Company


For the Union

Article 5.2.2, delete subparagraph (h) part-time employees are entitled to benefits if they meet the eligibility requirements of the Rogers health dental insurance plan. 27.2

5.3 (c) delete: benefits for temporary employees to be deleted per Rogers benefit plan. Inconsistent with 5.3.1 (b), agree does not apply.

Delete article 26.1 and 26.1.1 Sick Leave.

9.2 add via e-mail

During the term of this Agreement, the Company agrees to deduct monthly an amount equal to the periodic dues, assessments and initiation fees as levied by the Union. The amount of such deductions will be determined from time to time by the Union, and the Company will be notified by Registered Mail or e-mail.

10.2 add e-mail Union Access to Premises

Where an accredited Union official wishes access to the Company's premises, or any of its operations, he/she shall submit a request to do so in writing or e-mail to the Company not later than twenty-four (24) hours in advance. The notification shall indicate the reason for which access is requested. Where permission is granted, it shall only be given to carry out Union business at reasonable times and in such a way as not to interfere with the normal operations of the Company.


For the Company


For the Union

Company Proposal January 26, 2012

Vacation Part-Time Employees

5.2.2 (e) Amend as follows: Article 22 – Annual Vacation except part-time Employees shall receive vacation pay on each pay **period** in accordance with **The Canada Labour Code, i.e. 4% or 6% after six (6) consecutive years.** (delete the appropriate percentage specified in Article 22.1). Part-time employees shall be eligible for two (2) calendar weeks per vacation year for which they will not be scheduled to work. **After six consecutive years of employment, part-time employees shall be eligible for three (3) weeks per vacation year for which they will not be scheduled to work.** Part time employees must request such vacation time at least **thirty calendar days** in advance.


For the Company


For the Union

January 27, 2012

Article 7.1 Outside activities add reference to OMNI

A full-time Employee shall not engage in outside activities or work which in any way are in direct competition with Citytv – Vancouver and OMNI BC, divisions of Rogers Broadcasting Ltd. , or which are in any way in direct competition with a business owned and/or operated by Citytv – Vancouver, a division of Rogers Broadcasting Ltd., except with the prior approval of the Company.

Article 43.6

The term "basic rate" is understood to mean the basic hourly rate of the Employee involved. For purposes of computing an Employee's hourly rate of basic pay, his/her annual monthly salary shall be divided by **two thousand and eighty (2080) hours**.

Article 41.3.4 Delete, we no longer have VDT's

Pregnant Employees shall not be required to work on VDT's. The employer will make every reasonable effort to provide alternate work. Where it is not possible to provide alternate work, the employer shall grant an unpaid leave of absence on demand. Article 25 shall apply to such leaves of absence, except that any time


For the Company


For the Union

Agree to Item

January 23, 2012


CEP Local 830M and Rogers

Article 9 – Union Security

9.1: The Company recognizes the Union as the exclusive bargaining agent for all employees as defined by the Canada Industrial Relations Board. Employees will be members in good standing of the union as a condition of employment.



For the Company



For the Union

CEP Local 830M Proposal
December 6, 2011

Union Proposal
December 7, 2011

ARTICLE 14
Seniority

14.4 The Company shall provide the Union with a seniority list **via email** in January and July of each year, covering all full time and part time employees.


For the Union


For the Company

Date: Dec 7, 2011

December 7, 2011

18.1 Discuss filling of casual employees.

Any vacancy, shall be posted for a minimum of five (5) working days on two (2) bulletin boards which are reserved for Company notices and postings. The said bulletin boards shall be positioned at conspicuous locations. The Company will forward a copy of the posting of each bargaining unit posted job to the President of the local Union. In the event of an emergency, the time period required by this article may be shortened provided the Union is advised and the Employees have an opportunity to know of the vacancy.

Add: Temporary hires that are casual in nature, i.e. irregularly scheduled will be posted at management's discretion.

Wayne S.

For the Company

Joe Warrick

For the Union

Jan 24/12

Agree to Item

November 16, 2011

Article 19 – Joint Committee

- **19.2 Amend as follows:** The Joint Committee meetings will be held **bi-annually**, or more frequently, at the call of either Party at a mutually agreed upon location.



For the Company



For the Union

Agreed Nov, 16, 2011

**Union Proposal
November 16, 2011**

ARTICLE 21- Grievance and Arbitration

Grievance Procedure

21.1 Should a dispute arise between the Company and any Employee regarding the application, operation, interpretation or alleged violation of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

STEP 1: A grievance by an Employee shall first be submitted to the Employee's **immediate** supervisor **or Department Manager** by the Employee and his/her Union representative as soon as possible, but not later than ten (10) working days after the alleged grievance has occurred. The supervisor shall have **five (5)** working days to reply to the grievance.

STEP 2: When a grievance has not been settled at Step 1, the Employee and/or his/her Union Representative shall present the grievance to the **Departmental Manager** within five (5) working days after completion of Step 1. The grievance shall be submitted in writing **via fax or email** and shall include:

- (a) grievor's name and occupation
- (b) supervisor's name
- (c) date of the event giving rise to the grievance;
- (d) nature of the grievance
- (e) the remedy sought from the Company
- (f) Identification of the Article(s) allegedly violated.

The **Departmental Manager** shall have five (5) working days to reply to the grievance.

STEP 3: When a grievance has not been settled at Step 2, the Union representative may present the grievance to the **Human Resources Director** and the General Manager or his/her designate within **ten (10)** working days of the expiration of Step 2.

The **Company's Human Resources Director** and General Manager or his/her designate shall have **ten (10)** working days to reply to the grievance.

STEP 4: When a grievance has not been settled at Step 3, either party may refer the grievance to arbitration within thirty (30) calendar days from the expiration of Step 3.

21.2 If any alleged violation of this Agreement affects more than one (1) Employee or affects the interests of the Union as a party to the Agreement, the Union may sign and file the grievance on behalf of the Employee(s) specifying the alleged violation of the Agreement. Such grievance shall be processed at Step 2 within **ten (10)** working days of the alleged violation having occurred or when it should reasonably have been known to the Union.

21.3 The Company may file a grievance in like manner as the Union may in 21.2 herein.

21.4 If it is alleged that an Employee has been discharged or suspended without just cause, the grievance shall start at Step 3 within five (5) working days.

21.5 If a grievance is not pursued within the time limits as set out in this Article, the grievance shall be considered abandoned.

21.6 If either party withdraws a grievance, it shall immediately notify the other party in writing.

Arbitration Procedure


21.7 When either party invokes arbitration, it shall give notice in writing, **via fax or email** to the other party within **the thirty day (30)** time limit of the final decision rendered at Step 4 of the grievance procedure.

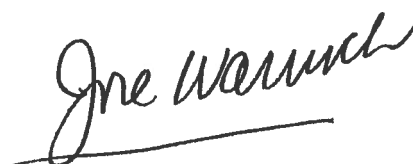
Within the next ten working days (10) of the said notice, the parties, by way of their representatives, shall agree on the selection of a sole arbitrator. If the parties are unable to agree on the selection of an arbitrator within the ten working days (10), either party may apply to the Minister of Labour for Canada to appoint an arbitrator.

21.8 The Arbitrator shall hear and determine the difference and shall render his/her decision within a maximum of sixty (60) calendar days following a hearing.

21.9 An arbitrator shall be governed by the provisions of this Agreement and shall not have the right to change, or make any decision contrary to those provisions. The decision of the arbitrator shall be binding on both sides.

21.10 The expenses of the Arbitrator shall be borne equally by the parties.
The expenses of representatives or witnesses shall be the responsibility
of the party they represent.


For Company


For Union

Agree to Item

January 23, 2012

CEP Local 830M and Rogers


Article 22 – Annual Vacations

Reinstate former clause 22.2:

Every employee shall be entitled to have at least three (3) weeks (120 hours) of his/her vacation period consecutively scheduled unless otherwise agree upon by the employee and the Company.



For the Company

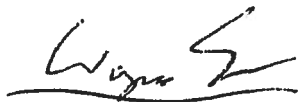



For the Union

Article 22 – Annual Vacations

22.1 Add new sentence to end of first clause: **Employees may be allowed to carry over up to five (5) vacation days to March 31st of the following year. Such requests shall not be unreasonably denied.**

22.5 The Company shall have the right to determine the number of employees, which may be release for vacation from any job classification at any one time. Such right shall be exercised in a reasonable manner. Applications for vacations shall be submitted **at least thirty (30) calendar days** prior to the date requested. The Company shall confirm or deny the vacation request within **twenty one (21) calendar days** of the submission **or sooner, where possible.**


Company


Union

43.2 Change to administer increase effective on anniversary.

Progression up the salary schedule within each salary group on an increment step shall be effective on the Employee's annual anniversary date of employment within the classification and will automatically occur on the first complete pay period after the anniversary date.


For the Company


For the Union

Company Proposal
Date January 26, 2012

Letter of Understanding (New)

While the Company continues to provide electronic reporting on a monthly basis, articles 8.1, 8.2 and 8.3 will be effected as follows:

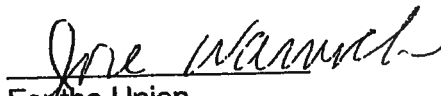
8.1 The Company shall notify the Union President or his/her designate, via email, within five (5) working days, when an employee is hired.

8.2 The Company shall, when notifying a person of his/her acceptance as an Employee, provide in writing, the starting rate of pay, level, job title and description to which he/she is assigned. The Company will provide the aforementioned information to the union in a monthly electronic report. Grievance timelines specified in articles 21 will be waived for 30 days from the date of the union receiving the monthly report. The Company shall also provide a copy of the current Collective Agreement if provided by the union.

8.3 Does not apply.

The Company will attempt to forward any promotional announcements via e-mail to the local Union President. IN any event if this process is missed the information will be provided in the monthly electronic report.


For the Company


For the Union

January 27, 2012

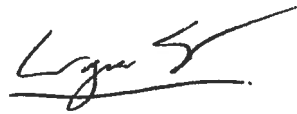
**CEP Local 830 M Proposal
January 23, 2012**


Letter of Intent #1

Employee Time Sheets

Renew with following addition:

4. The above noted timesheet reports will be provided in electronic format as generated by the Timekeeper system. In the event that the electronic format of reporting is not available, paper copies will be provided. Paper copies will be provided to the Union upon request.


Company


Union

Letter of Intent

Administration of Rogers Short Term and Long Term Disability Programs

The purpose of this letter is to provide guidance and understanding for employees related to STD (sick-leave). The Company policy can be accessed on "the Burbs", "Rogers Policy Manual", "Human Resources" and "4.4 Short-Term Disability". It is essential that employees have access to information and understand the steps of both the claim and appeal process for short term disability and long term disability benefits.

To this end the parties confirm our understanding of the following:

After three (3) days absent from work due to an illness a Shepell Morneau case manager may contact the member and conduct an interview to determine the nature of the claim and either approve or deny the claim.

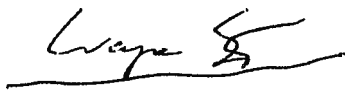
In the event an application is denied:

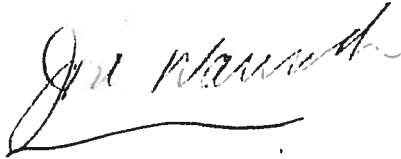
The employee will be contacted by telephone by the Shepell Morneau case manager, and informed that their application for short term disability has been denied (non-support) and they will be provided with the reason(s) for the denial of benefits during this call.

Appeal Procedure:

The telephone call will be followed by a letter to the employee which will explain why their application for short term disability benefits has been denied. This decision letter will also specify that the employee has seven (7) days from the receipt of the letter to advise Morneau Shepell of the members intent to appeal the denial of benefits decision. The member will have thirty (30) day to provide additional medical information to support their claim.

If an employee has concerns about the process including thier experiance with the case Management Provider (Morneau Shepell), they should immediately contact their Manager or, at their option, Human Respurces and or thier Union representative.


For the Company


For the Union

Letter of Understanding Outside the Collective Agreement

During the term of the CBA, the Company will implement a quarterly bonus incentive of \$500 payable to Sales Coordinators if the Vancouver sales team achieves ~~their~~ quarterly revenue targets.

The bonus will be based on the Vancouver sales team targets, i.e. direct sales, agency, in and out of market etc.

Edgar. S.
For the Company

Joe Hancock
For the Union

LOU outside the collective agreement - Given discussions at bargaining, the following employees will receive a merit step increase on March 31, 2012, and January 1, 2013. Future step increases will be based on Jan 1st going forward from 2013.

Chan Joe	G5
Badea George	G7
Chan Molly	G2
Mistry Jimmy	G5
Tang Richard	G5
Tong Ricky	G5
Lai Eric	G5
Tam Michael	G5
Wu TK	G4


For the Company


For the Union

New Maternity/Parental Benefits

Continuous Service	Current State	Future State
0 to 3 months	<ul style="list-style-type: none">• No benefit provided to employees	<ul style="list-style-type: none">• No benefit provided to employees (no change)
3 to 6 months	<ul style="list-style-type: none">• No benefit provided to employees	<ul style="list-style-type: none">• 100% paid to birth mother for the first 4 weeks, 70% for 2 weeks• No parental or adoptive parent plan benefit
7 to 12 months	<ul style="list-style-type: none">• 55% of earnings for 17 weeks less the benefit paid by Employment Insurance	Birth Mother Benefit <ul style="list-style-type: none">• 100% paid to birth mothers for the first 4 weeks plus 70% for the next 13 weeks less the benefit paid by Employment Insurance (11 weeks pay is top up above years maximum insurable earnings).
13+ months		Parental / Adoptive Parent Benefit <ul style="list-style-type: none">• 2 weeks of pay topped up to 70% of regular earnings and 15 weeks top up to 70% above years maximum insurable earnings. To birth fathers and adoptive parents.

ARTICLE 42

Classifications and Salary Groups

42.1 Classifications covered by this Agreement are as follows:

Group 1

- Communication Services Representative (Courier)
- Delete: ENG Assistant Trainee
- Operations Assistant/TVA
- Delete: Production Assistant Trainee
- Receptionist

Group 1.1

- Delete: Accounts Payable Clerk
- Delete: Accounts Receivable Clerk
- Delete: Engineering Secretary
- Delete: Payroll Clerk
- Traffic Coordinator
- Delete: Traffic/Accounting Clerk

New Group 1.2

- Change Sales Secretary to Sales Coordinator

Group 2

- Delete: Administrative Assistant – News
- Audio Assistant
- ENG Assistant
- Junior Writer/Researcher
- Delete: Payroll Administrator
- Production Assistant
- Delete: Program Assistant
- Promotions Assistant
- Change: Record/Tape Librarian to Broadcast Services Coordinator
- Delete: Secretary
- Delete: Senior Accounts Payable Clerk
- Delete: Shipper
- Delete: Telecine Operator

Delete: Group 2.1

- Delete: Communication Services Coordinator

Group 3

- Delete: Film Editor
- Make-up Artist
- Production Assistant Intermediate
- Scheduling Co-ordinator
- Delete: Senior Telecine Operator
- Senior Traffic Coordinator
- Delete: Staging Technician

Group 4

- Assignment Coordinator
- Audio Operator
- Camera Operator
- Carpenter
- General Technical Operator
- Host/Promotions
- Intermediate Reporter
- Junior Associate Producer
- Lighting Operator
- Master Control Operator
- Delete: On Air Operator
- Video/Robotics Operator
- Writer/researcher - Intermediate

Group 4.1

- Electronic Graphics Operator
- Graphic Artist
- Junior Associate Producer/Floor Director
- Promotions Writer/Producer
- Sales Promotion Coordinator
- Interactive Content Coordinator

Group 5

- Add: ENG Operator/Editor
- ENG Editor
- ENG Operator
- Floor Director
- Microwave Operator
- Production Editor
- Reporter
- Senior Production Assistant
- Writer/Researcher

Group 5.1

- IT Technician

Group 6

- Change Art Director to Senior Graphic Artist
- Associate Producer
- Commercial Producer / Camera Operator
- Lighting Director
- Change: Maintenance Engineer to Broadcast Technician
- Delete: On-Air Coordinator (Equipment Operating and Supervisory Skills)
- Photo-Journalist
- Senior Audio Operator
- Senior Camera Operator
- Delete: Senior Carpenter
- Senior Electronics Graphics Operator
- Senior ENG Editor
- Senior ENG Operator
- Senior Floor Director
- Senior Promotions Writer/Producer
- Senior Master Control Operator
- Senior Video/Robotics Operator
- Senior Writer/Researcher

Group 6.1

- Supervising Editor
- Senior Production Editor

Group 7

- Add: ENG Editing Supervisor
- Add: General Technical Operator (GTO) Supervisor
- ENG Supervisor
- Senior Associate Producer
- Change: Senior Maintenance Engineer to Senior Broadcast Technician
- Senior Photo-Journalist
- Senior Reporter
- Unit Supervisor

Group 8

- Change: Maintenance Engineer Coordinator to Broadcast Technician Supervisor

“Appendix A”

Group 1.2 2.5%
Sales Coordinators

From	Monthly	Annual
3,089	3,166	37,994.70
3,218	3,298	39,581.40
3,346	3,430	41,155.80
3,493	3,580	42,963.90
3,635	3,726	44,710.50
3,847	3,943	47,318.10
3,998	4,098	49,175.40

Group 6.1 New Rate
Supervising Editor/
Senior Production Editor

From	Monthly	Annual
4170	4307.61	51,691.32
4310	4,452.23	53,426.76
4445	4,591.68	55,100.22
4668	4,822.04	57,864.53
4857	5,017.28	60,207.37
5173	5,343.70	64,124.51
5486	5,666.66	68,000.00