

COLLECTIVE AGREEMENT

BETWEEN

ROGERS COMMUNICATIONS CANADA INC.

AND

**LOCAL 1615
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

EFFECTIVE SEPTEMBER 1, 2021 – AUGUST 31, 2025



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THIS AGREEMENT made this 17th day of May, 2022 and is made in duplicate effective as of the 1st day of September, 2021

BETWEEN:

ROGERS COMMUNICATIONS CANADA INC., hereinafter referred to as "THE COMPANY"

OF THE ONE PART

AND:

LOCAL 1615 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as "THE UNION"

OF THE OTHER PART

PREAMBLE

Rogers Communications Canada Inc. is committed to providing quality service to its customers. To this end, Customer Business Unit (CBU) Operations is striving to meet and surpass the established Rogers standards and the Cable Television Standards Foundation standards for customer service which include goals for Installations, No Reception Trouble calls, Service Calls, Other Service Calls, Outage Correction and Others. Engineering objectives are to meet or exceed Rogers engineering standards for quality craftwork – “doing it right, the first time” – while meeting established service delivery timetables.

Rogers Communications Canada Inc. is also committed to providing Rogers TV (RTV) in Newfoundland as regulated by the CRTC and company policies. Rogers TV will provide opportunities for community members to participate in the television production process and staff will take a leadership role in mentoring, training, recruiting and retaining volunteers while providing the local, timely and relevant television programming that Rogers customers expect. In doing so, RTV will establish itself in the marketplace as a popular and unique programming service.

Throughout these objectives is the commitment of Rogers Communications Canada Inc. to maintain a safe working environment.

WHEREAS the purpose and intent of this Agreement is to promote cooperation and harmony and to provide a channel for the exchange of information between the parties, and to establish the wages, conditions and terms of employment of the employees governed by this Agreement and the rights, duties and obligations of the employees, the Union, and the Company, including the establishment of a procedure for the final settlement, without stoppage of work, of differences concerning the interpretation or alleged violation of any of the provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that it is mutually agreed between the parties hereto as follows:

ARTICLE 1 – INTERPRETATION AND DEFINITIONS

- 1.01 In this Agreement, unless the context otherwise requires, words in the singular shall include the plural.
- 1.02 In this Agreement, the following words shall have the meanings respectively indicated:
- (a) “Agreement” means the Collective Agreement.
 - (b) “Bargaining Unit” means the group of employees for which the Union is bargaining agent as defined in Clause 2.01.
 - (c) “Employee” means an employee of the Company who is a member of the bargaining unit.
 - (d) “Temporary Employee” means an employee engaged for a specific project or limited period, with the definite understanding that **their** employment is to terminate upon completion of the project or at the end of the period, and whose employment is not expected to continue for more than six months.
 - (e) “Part-time Employee” means an employee who normally works less than the number of hours constituting a full day’s employment or less than the full number of days constituting a week’s employment.
 - (f) “Full Time Employee” means an employee who normally works a minimum of thirty-seven and one-half (37.5) hours per week as indicated in this Agreement.
 - (g) “Term Employee” means an employee engaged for a specific project or specific period of more than six (6) months with the definite understanding in writing that **their** employment may terminate with changing programming requirements at Rogers TV, upon completion of the projects or at the end of the period.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01 The Company recognizes the union as the exclusive bargaining agent for a unit of employees of the Company as outlined in the certification order issued by the Canadian Industrial Relations Board. Certification Order #11212-U dated December 18, 2017.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 Except as specifically modified or restricted in this Agreement, the Company shall have the exclusive right to operate and manage the business of the Company including without restricting the generality of the foregoing, the right to manage the operations and direct the workforce in the most economic manner possible, the right to maintain flexibility in the operation of the Company's workforce, the right to maintain order and efficiency and to direct the working force, the right to hire, promote and demote employees, to discipline, suspend or discharge employees for just cause, to assign and reassign employees to jobs, to transfer and lay off employees, to increase and decrease the working force, to determine the location of plants, the services to be provided by the Company, and to determine the schedules of work and the methods, processes and means of carrying out the work and service of the Company, to study and introduce new methods of work and facilities and the right to establish and maintain rules and regulations covering the operations of the Company and the work of its employees.

ARTICLE 4 – UNION SECURITY AND CHECKOFF

- 4.01 In order to ensure that the Union shall be truly representative of the employees, it shall be open to all employees within the bargaining unit to take advantage of the privilege of membership in the Union so that their voice and vote may make the deliberations of the Union truly representative. Those who become members, shall, as a condition of employment, while they remain within scope, maintain such membership for the duration of this Agreement.
- 4.02 With the exception of employees who are not members of the Union as at the date of signing of this Agreement, it shall be a condition of employment that all employees within the bargaining unit shall pay either union dues or a service fee equivalent to union dues. The Company will also deduct from new employees an amount equivalent to initiation fees.
- 4.03 The Company shall deduct in equal amounts on each pay day regular monthly union dues or the equivalent service fee, provided that for employees of the Company who are employees at the effective date of this Agreement, such employees shall provide written non-revocable authorization for such deduction. The Company shall remit the total of such union dues and service fees deducted, on the 15th day of the month following the month in which such deductions were made. Nothing in this clause shall require the Company to deduct or remit, in respect to any employee, any amount in excess of the monies in the hands of the company duly earned by and owing to such employee at the time of deduction.
- 4.04 The Union shall indemnify and save harmless the Company, its servants and agents, from any and all actions, claims or demands arising out of or related to the agreed deductions

referred to in Clause 4.03 of this Agreement, and the Union shall assume full responsibility for the disposition of the funds so remitted to the Union by the Company under the provisions of this Article 4.

ARTICLE 5 – WORK ASSIGNMENT TO EMPLOYEES OTHER THAN BARGAINING UNIT MEMBERS

5.01 Employees of the Company who are not members of the bargaining unit, shall not perform work regularly done by employees in the bargaining unit except under the following circumstances:

- (a) In case of emergency affecting the safety of employees, damage to equipment, or to correct circumstances adversely affecting operations of the Company, for such time as is necessary to overcome such emergency or circumstances;
- (b) Work incidental to the performance of supervisory or management duties;
- (c) Instruction, training or job performance evaluation;
- (d) During periods of unusual demand provided there are no bargaining unit members on layoff status as defined in Clause 9.10 who possess the required qualifications to complete the necessary work.

5.02 Non-union employees' backfilling for and performing duties of members of the bargaining unit under 5.01(a) and (d) for a minimum of eighty (80) consecutive hours will pay union dues when performing such bargaining unit work.

ARTICLE 6 – PROHIBITION AGAINST STRIKES OR LOCK-OUTS

6.01 During the currency of this Agreement, there shall be no lockout by the Company, and the Union and its members shall not participate in any strike, walkout, slowdown, picketing, boycott, stoppage, suspension or interference with work, whether partial or complete.

ARTICLE 7 – UNION RIGHTS

7.01 The Union shall notify the Company in writing of the names of all authorized officers and representatives of the Union, together with any changes from time to time therein, and the Company shall not be obliged to deal with or recognize any employee in any such capacity unless such written notification has been first received by the Company.

- 7.02 The Company shall recognize shop stewards representing each area as follows:
- Two Technical representing Eastern
 - One representing Rogers TV
 - One Technical representing Central
 - One Technical representing Western
- 7.03 It shall be the responsibility of each employee to notify **HR Connect** of any change in **their** address, telephone number, marital status, or number of dependents; failure to provide such information shall conclusively relieve the Company of any responsibility for failure by the Company to comply with any part of this Agreement where such information is required for such compliance. For the purpose of giving written notice may be hand delivered to the address of the employee contained in the records of the Company, or sent by mail. In the case of hand delivery such notice shall be deemed to be received by the day of delivery, and when mailed, shall be deemed to be received two calendar days following mailing.
- 7.04 The Union shall be permitted to post on the Company notice board, or notice boards, Union notices relating to the business of the Union or to the employment of the employees, provided however that only such notices as are first authorized by the Company shall be so posted.
- 7.05 Except as specifically provided in this Agreement, Union duties and activities shall not be carried out during hours of employment.
- 7.06
- (a) If an employee with seniority is elected to be a delegate of the Union to a Union convention or labour school, and attendance at such convention or school requires leave of absence, such employee may be granted reasonable leave of absence without pay for a maximum period of eight (8) calendar days in the case of a convention, and five (5) calendar days in the case of a school, provided that application for such leave of absence shall be made in writing at least two (2) months in the case of a convention and one (1) month in the case of a school in advance of the commencement of such requested period of leave of absence, and provided further that such leave of absence can be given without substantial interference with the work of the Company;
 - (b) notwithstanding the previous provisions of this clause, it is agreed that the total number of single-shift days in any calendar year which shall be provided for such leave of absence in relation to the total of all employees shall not exceed eight (8); such days shall be allocated on a first application - first consideration basis and such leave may be granted to only one employee for any one period of time. Should the company determine that it is necessary to alter the time or duration of any previously scheduled leave of absence, written notice of such alteration shall be given to the employee or employees concerned not less than two calendar

weeks prior to the previously scheduled date for the commencement of such leave of absence.

ARTICLE 8 – PROBATION

- 8.01 An employee hired to fill a position within the bargaining unit shall have the status of a probationary employee for a continuous period of three months for that employee from the date of hire.
- 8.02 During the period of probation, the employee of the employer shall be on a trial basis, and the Company shall have the right to assess the employee and to determine **their** suitability and ability to perform the tasks for which such employee has been hired.
- 8.03 Discipline of an employee for an offence occurring during the probationary period may be subject to the grievance procedure as outlined in Article 28. Termination for unsuitability shall not be subject to the grievance and arbitration procedure, and the Company's decision in regard to such discipline and termination shall be final.
- 8.04 Notwithstanding the other provisions of this Article 8, should the Company, in its opinion, be unable to properly assess the suitability or ability of an employee during the probationary period referred to in Clause 8.01, hereinafter referred to as "the initial probationary period", the Company shall have the right upon written notice to such employee given not less than ten working days prior to the expiry of such employee's initial probationary period, to require the extension of the probationary period for an additional period not exceeding three months for that employee, commencing on the working day immediately following the expiry of the initial probationary period, and during such extended probationary period, all the provisions of this Article 8 shall apply to such employee to the same extent as if such employee were within the initial probationary period. In cases where the Company intends to extend the probationary period of an employee, the union will be notified in writing of such decisions.

ARTICLE 9 – SENIORITY

- 9.01 Seniority shall be based on the length of continuous full-time and part-time employment with the Company. New employees entering the bargaining unit will have their seniority based on the effective dates **they** enter the bargaining unit. Part-time seniority will be based on amount of hours worked.
- 9.02 An employee shall become entitled to seniority only on completion of the probationary period of that employee, but upon successful completion of the probationary period, seniority shall be computed from the date of **their** first employment with the company unless otherwise lost, suspended or modified as set out in the other provisions of this Article.

- 9.03 In the case of a loss of seniority as defined in Clause 9.06, seniority shall be computed from the date of most recent employment, and the provisions relating to probationary period shall apply from such date.
- 9.04 In the event that more than one employee commences employment with the Company on the same day, seniority as between such employees shall be decided according to the alphabetical order of the surname of such employees.
- 9.05 A seniority list prepared to December 31st in the previous year shall be sent by the Company to the Union and posted on company bulletin boards no later than February 28th in each year, and shall be open to adjustment for a period of thirty days following forwarding to the Union and internal posting; if any employee considers that an error has been made in such list, such employee shall have the right to protest such error through the provisions of the grievance procedure. If no grievances are received concerning the seniority list by March 31st then the seniority list shall be deemed accurate by all parties.
- 9.06 All accumulated seniority shall be lost and the employment relationship terminated if, and except as otherwise provided herein, effective at and from the time that, an employee:
- (a) Is discharged by the Company and is not reinstated with no loss of seniority following the grievance or arbitration procedure;
 - (b) Quits or otherwise voluntarily leaves the service of the Company;
 - (c) Has been laid off by the Company for a continuous period of at least twenty-four (24) months, in which case loss of seniority shall then be computed to take effect as of the original date of such lay off;
 - (d) Fails to report for work following lay off on the date scheduled prior to commencement of lay off to report for work by the Company; where no date for return to work is scheduled by the Company prior to lay off, the provisions of this clause shall operate on failure to report for work following a written letter and email notification of such employee as contained in the records of the Company, which will be given to such employee to be recalled at least seven (7) calendar days in advance of the recall date;
 - (e) Is absent from work for a period in excess of two days without written leave of absence from the Company unless a reason satisfactory to the Company is provided by the employee for such absence. It is expressly agreed that the provisions of this Article do not permit or sanction absences of two days or less without reason satisfactory to management, but are specified for purposes of computation of seniority only;

- (f) Fails to return to work on the first scheduled working day for such employee following expiry of authorized leave of absence unless a reason satisfactory to the Company is provided by the employee for such failure;
- (g) Is promoted to a position outside the bargaining unit and remains in such position for a period of six (6) calendar months, in which case loss of seniority shall then be computed to take effect as of the date of original promotion to such position;
- (h) Is suspended by the Company, in which case seniority shall be interrupted only and shall cease to accrue for the period of such suspension, but shall recommence upon the return of the employee to work after such period of suspension, unless otherwise modified by the grievance or arbitration procedure.

9.07 In filling vacancies, new positions and temporary assignments within the bargaining unit, such vacancies and new positions shall be filled in accordance with the following:

- (a) The applicants shall meet the qualifications as specified in the standard job postings developed in accordance with Clause 24.06 and possess the necessary skills and ability to perform the normal requirements of the job in a competent manner;
- (b) Past and related work experience and performance, as well as participation of employees in job related training, both voluntary and company sponsored, will be taken into account when filling vacancies and/or new positions;
- (c) If the qualifications, skills and abilities of the candidates are relatively equal, then seniority shall prevail.
- (d) The Company will email all postings to the Union office at time of posting to electronic job boards.
- (e) Qualified internal applicants, meeting the criteria in (a) and (b) will not be refused a job interview.
- (f) Any employee presently acting in a temporary assignment may not be eligible for reassignment.

9.08 In the matters of staff reduction and re-employment, the principle of seniority shall be recognized by the Company on a geographical basis. Layoffs and recalls within an area shall be on the basis of seniority, and the employee within an area with the greatest seniority shall be last laid off provided that **they** require minimal training and capability of handling the remaining jobs in the area within the employee's pay group or below, likewise, the employee within an area with the greatest seniority shall be the first to be

rehired provided that **they** require minimal training and capability of handling the job offered in that area. In the event of layoff and recall, time spent with the company for continuous periods of 1 month or greater in bargaining unit positions **where** seniority did not accrue (i.e., temporary status) will be taken into account.

9.09 Notwithstanding any of the other provisions of this Agreement, when an employee is promoted from a position within the bargaining unit to a position outside the bargaining unit, such promotion shall be on a trial basis for a period of six (6) months; if during or at the conclusion of such period the Company shall determine that such employee is not suited for the promoted position, the Company shall have the right to return such employee to **their** former position within the bargaining unit and in the case of the employee, **they** may request to return to the bargaining unit. In which case the provisions of bumping shall apply to all positions within the department to which such employee is returned.

9.10 An employee who is laid off or has their position eliminated due to restructuring shall cease to be an employee of the Company as of the date of lay off, termination due to restructuring or refuses a transfer. However, provided that such employee shall, at the date of lay off, termination or transfer refusal have satisfactorily completed the probationary period, such employee shall be retained on the seniority list for a period of twenty-four (24) months from the date of lay off, termination or transfer refusal for the sole and exclusive purpose of determining the order of recall under the provisions of this Agreement and for no other purpose. However, such employees do not earn seniority during the period while the employee is laid off, terminated due to restructuring or not working due to a transfer refusal. Employees being laid off under this article will be entitled to exercise staff reduction protocol under Article 9.07.

9.11 Employees who do not accept a transfer to a location 40km or more away from their current location shall be entitled to severance pay as per Article 23 – Severance, but will waive their right to recall. **The employee shall be given up to one (1) month to either accept or refuse the transfer. If the employee accepts the transfer, they shall have a trial period of three (3) months in their new location. If the employee is dissatisfied with their transfer after their trial period, they will have the option to receive severance pay.**

ARTICLE 10 – HOURS OF WORK – TECHNICAL DEPARTMENT

10.01 The normal hours of work per week for employees shall consist of 40 hours to be worked from Sunday through Saturday inclusive, provided however that this Article shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. Employees shall be granted two (2) consecutive days off per week, provided that this provision shall not apply in any week or weeks in which an employee shift schedule is being changed.

- 10.02 The minimum normal tour of duty in any day shall be 8/10 continuous hours, exclusive of a one-half hour unpaid meal period to be scheduled as near the half tour of duty as reasonably possible; the normal tour of duty shall commence at or after the hour of 7:00 a.m. and terminate at or before the hour of 9:00 p.m.; the arrangement of the work schedule shall be directed by the Company in all instances in accordance with the requirements for the proper operation of the business of the Company as determined by the Company from time to time. The minimal normal tour of duty may be different should a mutually agreeable modified work schedule be developed. Employees shall be entitled to one (1) 15 minute paid break.
- 10.03 Should the Employer establish shifts outside the hours specified in Clause 10.02, then employees working such shifts shall be paid a 25% premium for all hours worked outside of the specified hours.
- 10.04 For the purpose of calculating vacation, sick leave, and family responsibility leave, a day shall be defined as the scheduled shift length on the specific date of absence.
- 10.05 The Company shall consult with the Union in the development of new schedules.
- 10.06 The Company shall endeavour to give employees with 4 years accumulated service a minimum of 30 hours per week for the life of this agreement.

ARTICLE 11 – HOURS OF WORK – ROGERS TV DEPARTMENT

- 11.01 **Eastern and Cross Island:**
The average hours of work per week for employees shall consist of 37.5 hours averaged over successive periods of **twenty-six (26)** calendar weeks, to be worked from Sunday to Saturday, inclusive, and to include **twenty-six (26)** evening shifts and **fourteen (14)** weekend days, if scheduled by the Company. Employees shall be entitled to one 15 minute paid break per shift. As required the break may include one drive time.
- 11.02 The minimum normal tour of duty in any day shall be 7.5 continuous hours, exclusive of a one-half hour unpaid meal period to be scheduled as near the half tour of duty as reasonably possible; the normal tour of duty shall commence at or after the hour of 7:00 a.m. and terminate at or before the hour of 9:00 p.m.; the arrangement of the work schedule shall be directed by the Company in all instances in accordance with the requirements for the proper operation of the business of the Company as determined by the Company from time to time. The minimal normal tour of duty may be different should a mutually agreeable modified work schedule be developed.
- 11.03 a) Employees shall be entitled to a one-half hour unpaid lunch period after working four (4) continuous hours.

- b) For the purpose of overtime meal allowances, the normal tour of duty is deemed to be 7.5 hours. Any Rogers TV employee who continues to work for three (3) hours beyond the normal tour of duty shall be paid a meal allowance of **twenty** dollars (**\$20.00**), or be provided with a meal of equivalent value.

11.04 Subject to 11.01 all time worked in excess of the hours specified shall be compensated at one and one half (1.5) times the employee's regular hourly rate.

11.05

- a) All hours worked on holidays as defined in Article 17 shall be compensated at the rate of two hours time off for each hour worked; in addition the employee shall receive the holiday pay as provided in Article 16. In substitution for holiday pay as provided herein, at the request of the employee concerned, and provided that it is reasonably consistent with the obligations and operational requirements of the Company, the Company may permit the employee to take a substitute day off at the regular rate of pay applicable to such employee, such day to be scheduled within three (3) calendar months following the holiday in question. This article applies to full-time Rogers TV employees.
- b) Part-time employees shall be paid at the rate of one and a one-half times the employee's regular hourly rate when required to work statutory holidays as defined in Article 17 and to receive holiday pay for that day.

11.06 Employees who perform work outside normal scheduled hours for which a minimum of twenty-four (24) hours, advance notification has been given shall be entitled to receive the following:

- i. Part-time employees - minimum **four (4)** hours pay at the employee's regular rate;
- ii. Full time employees - minimum **four (4)** hours credited to employee's time worked as defined in Clause 11.01.

11.07 For the purpose of calculating vacation, sick leave, and family responsibility leave, a day shall be defined as seven and one half (7.5) hours in duration.

11.08 When taking banked time off, an employee may take off one full day or 7.5 continuous hours where operational requirements permit.

11.09 Shift Premium

- i. Employees working outside of the Hours of Work as outlined in Article 11.02 will be paid a shift differential of one dollar (\$1.00) per hour for each hour worked.
- ii. The Company shall consult with the Union in the development of new schedules.

ARTICLE 12 – OVERTIME

12.01 The provisions of this Article 12 shall apply to all employees except employees within Rogers TV.

12.02

(a) Because of the service nature of the operations of the Company, it is agreed that the company shall have the right to require employees to work overtime, including with limiting the generality of the foregoing, to complete work in progress, to respond to customer service requests, to respond to interruptions in the Company’s service or operations, to respond to emergency situations, and generally to carry out as expeditiously as required, work which in the Company’s exclusive judgment is required to be done on an overtime basis.

(b) In the event that overtime is required, the Company shall make every effort to distribute overtime equitably among the employees who normally perform the work. In applying this principle, it is understood that if overtime is required at the end of any shift, the employees on the shift would normally be assigned to perform that overtime. It is also understood that the Company is not required to distribute overtime with any mathematical accuracy over any given period, and that no employee may base a claim for payment by reason of this section for any overtime not worked by the employee. In the event that an employee is overlooked in the awarding of overtime, **they** will be offered first choice of the next available overtime opportunity in that department.

12.03 All authorized time worked in excess of an employee's regularly scheduled work, but excluding call-back worked and compensated for pursuant to Clause 14.01 of this Agreement, shall be paid for at the following hourly rates:

Work up to three (3) hours past the end of 8 hr Shift.	1.5 times the employee's regular hourly rate
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Work up to one (1) hour past the end of 10 hr Shift.	1.5 times the employee’s regular hourly rate
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Work in excess of three (3) hours past the end of 8 hr Shift	2 times the employee's regular hourly rate
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Work in excess of (1) hour past the end of 10 hr Shift	2 times the employee’s regular hourly rate
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All hours worked on employee’s regular scheduled day off will be paid at a rate of two (2) times the employee’s hourly rate.

In computing overtime for the purpose of compensation, the following shall apply:

- i. Less than fifteen (15) minutes - no compensation payable;
- ii. Fifteen minutes and over - applicable overtime rates.

Notwithstanding the preceding provisions of this Clause 12.03 no overtime shall be payable for hours worked in excess of forty (40) in any one week where such excess hours are necessitated by changes in shift schedule, provided that in such event the regular hours worked in the two week period in which shift change occurs shall not exceed eighty (80) hours.

12.04 All hours worked on holidays as defined in Article 17 shall be paid for at the rate of two times the employee's regular hourly rate; in addition, the employee shall receive the holiday pay as provided in Article 17. In substitution for holiday pay as provided herein, at the request of the employee concerned, and provided that it is reasonably consistent with the obligations and operational requirements of the Company, the Company may permit the employee to take a substitute day off at the regular rate of pay applicable to such employee, such day to be scheduled within three (3) calendar months following the holiday in question.

12.05 For greater certainty, it is agreed that there shall be no pyramiding or compounding of overtime nor any combination of hours subject to overtime, premium or holiday pay for the purpose of calculating wages.

12.06 In lieu of payment for overtime worked, employees may choose to bank overtime. When the employee chooses this option, the following conditions shall apply:

- (a) time off will be granted at the rate as per Clause 12.03 of this Agreement at a mutually agreeable time;
- (b) the limitation to bank and/or convert to cash at any given time is 80 hours; pursuant to the time frame as outlined in Clause 18.08 a maximum of 40 hours of banked OT may be carried over provided that no vacation carryover exists; if vacation carryover exists then banked OT will be paid out by December 31;
- (c) should an employee be unable to take time off for overtime worked, the employee will be compensated at the rates outlined in Clause 12.03.

12.07 When an employee who is required to work three (3) hours overtime beyond **their** regular eight (8) hour shift, or one (1) hour beyond **their** regular ten (10) hour shift, adequate meals will be supplied by the Company. Where meals cannot be provided, employees will receive a meal allowance of **twenty** dollars (**\$20.00**). Should the overtime continue, a

meal or meal allowance shall be provided at the expiration of each successive four (4) hour period thereafter.

12.08 For the purpose of this Article a week shall commence on 0001 hours on Sunday to 2400 on Saturday.

12.09 All overtime work shall be voluntary except that the Company reserves the right to require employees to work overtime when insufficient volunteers are forthcoming. This right of the Company to require that employees work overtime is limited so as no employee shall be required to work in excess of one additional scheduled shift, exclusive of any overtime incurred at the end of any regularly scheduled shift, except in the event of emergency.

ARTICLE 13 – MEALS

13.01 When an employee is required to travel for training or in order to perform work which requires the employee to be **forty (40) kilometres (or greater) or by ferry** from normal headquarters, the employee shall be entitled to provide receipts for meals in accordance with regular meal periods or to claim a per diem to a maximum of:

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$35.00
Total	<u>\$70.00</u>

13.02 Areas where employees currently receive meal allowances for lunch within their service area will continue to do so for the life of the collective agreement as defined in Clause 13.01.

13.03 Employees required to travel as per Article 13.01 may, upon sufficient advance notice, receive expense advances to cover travel lodgings and per diem prior to such travel. Employees who do not receive expense advances will continue to charge lodging and meal costs at pre-established accommodations.

13.04 Room and Board. In cases where it is more practical to do so, and subject to approval by **their** Supervisor, an employee may arrange board and lodgings in a non-commercial boarding house, or with relatives or friends. In such cases, the employee will be permitted to claim up to, but not to exceed **\$60.00** per day to cover the cost of lodgings.

13.05 Travel
When an employee is required to travel by way of ferry service, if accommodations are provided then the Company is not required to pay wages to that employee for the duration of the ferry trip up to 8 hours. After the 8 hour rest period or once the ferry has

arrived to its destination, pay will continue as per the collective agreement. If accommodations are not provided, pay will continue through the completed duration of the trip.

ARTICLE 14 – CALL BACK

14.01 An employee who has completed **their** regular tour of duty on any day, who has not been advised by the Company prior to completion of **their** tour of duty that **they are** required to return to work at a specific time before commencement of **their** next regular tour of duty, who has completed their shift and who is called back to work for a period not continuous with (before or after) a regularly scheduled tour of duty, shall following approval of such call back by the supervisor of the employee receive a minimum of four (4) hours paid at one and one half times the employee's regular hourly pay for such call back work performed.

All call backs outside of the hours of 12 midnight to 6 a.m. that occur and are completed within the first four (4) hours call back period shall be treated and compensated as one (1) call back. Should call backs occur or be completed after the first four (4) hour period has expired, an additional call back shall apply and be paid for at the applicable call back rate.

For call backs between 12 midnight and 6 a.m., should the first call back be completed and a subsequent call back occur prior to expiry of the four (4) hour time period, an additional call back shall apply and be paid for at the applicable call back rate.

ARTICLE 15 – STANDBY

15.01 The Company shall have the right to require employees to work on a standby basis.

- (a) An employee who is designated by the Company to be on standby will be paid for such designation at the rate of **three** hundred and **twenty-five** dollars (**\$325**) per calendar week.
- (b) An employee who is designated by the Company to be on standby during a Statutory Holiday as per Article 17 will be paid for at the rate of thirty dollars (\$30.00) per day for that Statutory Holiday on which the employee is designated, and have statutory holiday (a max of 10 hours straight time) re-assigned to the overtime bank, above and beyond monies received in 15.01 (a).

- (c) Technicians on standby are expected to be readily available in order to respond to situations on a timely basis, in close proximity of the responding vehicle and shall abstain from all forms of intoxication for the duration of their assigned standby period.
- (d) An employee who is required to be on standby for a higher band position the salary adjustment will consist of an increase no greater than 5%. In cases where a 5% adjustment exceeds the top of the band the salary adjustment will be equivalent to top of band.

15.02 Employees who are required to be on-call for pay-per-view events shall be paid 1/7 of the standby rate as outlined in Clause 15.02(a) for each on-call day. Employee shall receive compensation as outlined in Clause 12.03 for time worked during this standby period.

ARTICLE 16 – WAGES

16.01 The rates of pay set forth in Appendix "A" attached to this Agreement shall remain in effect during the duration of this Agreement.

Step Accelerator (NEW)

The salary schedule establishes fair and equitable salary grades for all classifications within the bargaining unit as per the attached Schedule of Wages (Appendix A). Employees will be eligible for annual increases, effective on September 1st of each contract year, and step increases, effective on March 1st of each contract year. Step increases are subject to maintaining satisfactory job performance. Employees who rate a "4" shall be eligible for a two-step increase (step accelerator), if an employee is rated a "4" and are also on top of their scale, they would be eligible for an additional lump sum payment of \$500.

16.02 Where an employee is assigned by the Company to and performs any temporary work in a job with a lesser rate of pay than that of the employee's regular job, the employee shall receive **their** regular rate of pay for work performed in such temporary position.

16.03 Where an employee is assigned to and works in a job with a higher rate of pay than that of the employee's regular job in excess of one working day, the employee shall receive the rate of pay for such higher classification for all work performed during such assignment computed from the commencement of such work.

16.04 Employees shall be paid bi-weekly on Friday. Full-time employees will be paid for all regular hours of work performed up to and including the Saturday following the payday. All exceptions, i.e. overtime, standby, meal allowances, etc. will be paid two weeks in arrears as will all hours worked for part-time and temporary employees.

- 16.05 In the case of any permanent reassignment to:
- (a) a higher band position the salary adjustment will consist of an increase no greater than 5%. In cases where a 5% adjustment exceeds the top of band the salary adjustment will be equivalent to top of band.
 - (b) lower band position the salary adjustment will consist of placement on the band equivalent to the present salary. In cases where the present salary exceeds the top of band the salary adjustment will consist of a decrease no greater than 5%. Salaries above top of band are “red-circled” and not subject to increases but are eligible for lump-sum payments.

16.06 Performance Management Appeals Process

An earnest effort shall be made to resolve differences arising from the performance management program:

- Step 1 The employee shall within five (5) working days after the PM Review submit **their** request for review in writing to **their** immediate supervisor’s Manager/Director, outlining their concerns.
- Step 2 Failing satisfactory settlement within five (5) working days after submission under step one (1) the employee shall submit to the Human Resources Representative or **their** designate within five (5) working days.
- Step 3 Failing satisfactory settlement within five (5) working days after submission under step two (2) either party may refer the issue to an Appeals Committee within ten (10) working days. The Committee will consist of two (2) employees and two (2) management representatives. **In an effort to ensure impartiality, the committee shall not consist of the union shop steward within the area of the disputing employee or management of the disputing employee.**

All differences shall be in writing.

Progression through this appeals process is dependent upon meeting the identified timeframes. The time limits may be extended by mutual agreement.

ARTICLE 17 – HOLIDAYS

- 17.01 There shall be fourteen (14) paid holidays during the term of this Agreement, where the total number of hours that can be taken as statutory time off shall not exceed 112 hours

per year for Technical staff (140 for those on a 10 hour shift) and 105 hours per year for Rogers TV staff. The holidays shall consist of the following:

New Year's Day
Good Friday
Victoria Day
National Truth and Reconciliation Day
Canada Day
Regatta Day (Cross Island – designated civic holiday)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

Three (3) floating holidays throughout the year - to be taken on approval of the supervisor based on operational requirements of the company. Requests for floating holidays will be treated in a first come - first served manner.

Employees working a ten (10) hour shift schedule, when taking statutory holidays, shall be paid the equivalent of 10 hours for the statutory holiday.

17.02 Notwithstanding the provisions of Clause 17.01, if, at any time during the term of this Agreement, the Company shall be required by statutory enactment to observe any statutory holidays other than those required to be observed by statute as at the date of this Agreement, then there shall from time be deleted from those holidays specified in Clause 17.01 to be observed which are not required by statute to be observed, a corresponding number of holidays.

17.03 Notwithstanding any of the other provisions of this Agreement an employee shall not be paid for a holiday unless such employee works in full both **their** last scheduled tour of duty before, and **their** first scheduled tour of duty after the holiday. Employees who are on approved leave of absence, lay off or suspension shall not be entitled to pay for any holiday occurring within such period of leave of absence. Employees who are on sick leave shall receive a regular days sick leave pay for any holiday occurring within such period of sick leave, but shall not be entitled to any other holiday pay or benefit for any holiday occurring within such period.

ARTICLE 18 – VACATION

18.01 The date for determining the length of vacation within each calendar year shall be January 1st in that calendar year and the vacation entitlement will be granted effective January 1.

18.02 All employees receive annual vacation. The vacation year shall run from January 1 to December 31 each year.

Vacation Chart:

Years of Service	80 Hours Bi-Weekly	75 Hours Bi-Weekly
	Hours	Hours
During the first year of service	8 hrs. per month to max of 80 hrs.	7.5 hrs. per month to max of 75 hrs.
1 year of service	80	75
2-5 years of service	120	112.5
6-7 years of service	128	120
8-14 years of service	160	150
15-20 years of service	200	187.5
21 years of service	208	195
22-23 years of service	216	202.5
24 years of service	224	210
25 years of service and beyond	240	225

18.03 Technical Employees:
 Where an employee is entitled to a vacation, such vacation may be taken in one continuous period when taken outside the months of July and August. Where vacation is scheduled during the months of July and August, at the option of the employee, such vacation shall be taken in portions of one or two weeks duration. The vacation time may exceed two (2) weeks if the time is available for secondary vacation request.

Rogers TV Employees:
 Where an employee is entitled to a vacation, such vacation may be taken in one continuous period when taken outside of the peak periods identified by the Company for the department.

Vacation periods described herein shall be in accordance with the other provisions of this Article however, after March 31, consecutive weeks of vacation greater than 2 weeks in duration may be granted based on operational demands and at the sole discretion of the Department manager.

18.04 Each employee shall submit in writing to the Manager or designate at least two weeks in advance of the requested starting date of **their** vacation, but in any event on or before March 1st in each year, the vacation dates preferred and requested by such employee, and the vacation schedule shall be posted by March 31st.

Secondary vacation requests received after March 1st shall be submitted at least 10 calendar days in advance. Response to such requests shall be provided within 72 hours of receipt. Such requests will not be unreasonably refused. If the request is refused the employee must be provided with an explanation outlining the details of the operations conflict. The employee may appeal the refusal to their manager's immediate supervisor.

If the response to such request is not forthcoming within 72 hours of receipt of request then secondary vacation is deemed to be approved.

- 18.05 When it is consistent with the operational requirements of the Company, vacations shall be scheduled and granted at the time requested by each employee, provided that seniority shall be considered by the Company in scheduling vacations; when computing length of service for the purpose of seniority for vacation purposes, paid lost time due to sickness shall be counted as time worked. Subject to operational needs, more than one employee within each classification may be permitted to take vacation concurrently, providing work can be adequately covered through reassignment of employees. Peak work periods will be identified whereby this arrangement may be limited.
- 18.06 Except in the cases of change required by emergencies, the Company shall give at least one month's notice of any required change from the vacation period previously scheduled for an employee. Where the employee wishes to change **their** scheduled vacation period **they** shall give at least one month's notice to the Company. The vacation rescheduling shall not conflict with the March 31st posted vacation schedule of any other employee.
- 18.07 When an employee is ill or hospitalized as of the scheduled date for commencement of that employee's vacation, the Company may reschedule the vacation to a later date, such later date to be no later than April 30th of the following year. In this event time off will be charged to the employee's sick leave, subject to Article 22.
- 18.08 An employee may be allowed to carry forward at most 40 hours or 37.5 for Rogers Television from one year to the next, unless requested by the Company to carry forward more than forty hours. Any vacation days must be used before June 30th unless precluded by operational requirements.
- 18.09 Where an employee has received vacation in advance in any vacation year, then upon the termination of employment of that employee, whether voluntary by retirement or otherwise, such employee shall repay to the Company the appropriate vacation pay for any vacation taken in advance and not earned by that employee to the date of termination.

ARTICLE 19 – LEAVE

19.01 Bereavement Leave

- (a) Employees shall be granted five (5) consecutive calendar days leave of absence during the period commencing on the date of death (hereinafter referred to as “bereavement leave”) to permit the employee to make funeral arrangements and to attend the funeral of the following relatives of the employee:

Parent
Spouse/Partner
Child
Brother/Sister
Brother-in-law/Sister-in-law
Parent-in-law
Grandparents
Any blood relative residing permanently with the employee

- (b) At the discretion of the Manager and providing no banked OT or Vacation time exists, up to two (2) additional days may be granted to cover extenuating circumstances, associated with travel related to bereavement leave with no loss of pay.
- (c) Upon request up to one (1) day’s leave of absence or portion thereof, with no loss in pay, will be granted where an employee attends the funeral of the employee’s aunt or uncle, or the employee’s spouse’s/partner, aunt, uncle or grandparents. All other requests shall be considered and not unreasonably denied.

19.02 Family Responsibilities (Personal**) Leave**

Leave of absence up to **five (5) days (or 50 hours), in which three (3) days are paid** each contract year at the discretion of the department manager to attend **to personal and family responsibilities** that cannot legitimately be scheduled during an employee's off-duty hours. These family responsibilities concern family members and include **but not limited to the following reasons:** temporary care of sick family members, needs related to the birth of an employee's child, medical or dental appointments, meeting with school authorities, and home and family emergencies. Any requirements for Family Responsibility Leave in excess of amounts specified in this Agreement are to be treated on a case by case basis.

19.03 Maternity/Parental/Adoption Leave

Employees are eligible for maternity, parental and adoption leave as per Company Policy HR 1.5

19.04 Family Violence Leave

Where eligible, employees will be entitled to ten (10) days of leave, seven (7) days paid and three (3) days unpaid, for family violence leave. An employee who intends to take family violence leave shall give written notice to their immediate Manager and/or a Human Resources representative as soon as possible before the leave is to begin, unless there is a valid reason why that notice cannot be given in advance.

ARTICLE 20 – LEAVE OF ABSENCE

20.01 Leave of absence shall be granted to an employee during such period as such employee shall be under law summoned and compelled to serve as a juror, or for such period as such employee shall be required to attend Court as a witness on behalf of the Company in any proceeding, provided that such employee shall first provide to the Company written proof of such required service or attendance.

20.02 Except as otherwise required by any statute now or hereafter in force, where an employee is required to serve on a jury, the Company shall pay to such employee 100% of the difference between the fee received by such employee for such service, and the regular straight time wage which such employee would have earned for **their** regularly scheduled tour of duty during such period of service, provided that the employee shall first be required to furnish written proof of such service as a juror and of the amounts of compensation from all sources paid for such service.

20.03 Any employee on leave of absence pursuant to the provisions of this Article 20 shall return as soon as possible to **their** regularly scheduled tour of duty or part thereof following release from such service.

20.04 Notwithstanding the other provisions of this Article 20, an employee granted leave of absence to attend Court as a witness on behalf of the Company shall be paid **their** regular straight time wage for **their** regularly scheduled tour of duty, if any, which would have occurred during such period of absence.

20.05 Leave Without Pay

Subject to operational requirements, leave without pay may be granted to an employee by **their** immediate supervisor, to a maximum of **one (1) year**. Due to operational requirements only one employee within each classification may be permitted to take leave without pay at any given time. Leave without pay for periods exceeding **one (1) year** may be granted to an employee by the Company, upon submission of a written request.

Such a leave will only be considered for approval if the employee has no other time available i.e. vacation time, banked time, etc.

ARTICLE 21 – EDUCATION LEAVE

21.01 Where an employee wishes to participate in full time studies at a recognized institute of learning, **they** may be granted leave of absence, without pay and without loss of seniority, subject to the following conditions:

- (a) Leave will be for the duration of the term of the selected course, but in no case will it exceed ten (10) months at any one time.
- (b) The purpose of the course is to upgrade **their** knowledge and skills which could qualify **them** for promotional opportunities within **their** accepted vocation with the Company or for promotional opportunities within the Company

Subject to the foregoing, arrangements will be made for the employee to pay the premiums for the Group Insurance Plan for the duration of his/her leave.

ARTICLE 22 – SICK LEAVE

22.01 All permanent employees, following completion of their probationary period, shall be entitled to receive sick leave with pay in accordance with the provisions of this Article, provided that such employee complies with all of the provisions of this Article.

22.02 The employee shall report **their** inability to attend work to the employee's immediate supervisor who is outside the bargaining unit or in the case of the absence or unavailability of the immediate supervisor, to the alternate person designated from time to time by the Company for such purpose.

22.03 Notification under the provisions of Clause 22.02 shall be given at least one hour before the scheduled time of the commencement of the tour of duty for such employee on the day in question, except in circumstances where it is impossible for the employee to so report; in such latter event, the employee shall nevertheless report inability to attend for work as soon as possible to the Company.

22.04 An employee who fails to notify the Company as provided in Clauses 22.02 and 22.03 shall be deemed to be absent without leave.

22.05 Pay for hours or days on sick leave shall be computed on the basis of the normal working hours for such employee for the day on which sick leave occurs, at the employee's regular straight time hourly rate of pay.

22.06 The employee may be required to produce and provide medical documentation to support absences of more than 3 continuous days in duration. For sick leave taken in excess of 96 hours per year, regardless of duration, the Company reserves the right to request medical documentation to substantiate the disability. The confidentiality of the Report will remain with the Corporate Health Office and the HR Representative. If the illness is of such nature that the employee is reluctant to present the medical certificate to the HR Representative, than the certificate can be given to the HR Representative in a sealed envelope addressed to the Corporate Health Office. The Company also reserves the right to require an employee to consult a physician appointed by the Company, at no cost to the employee.

During the life of this collective agreement the Company will fully reimburse employees for any receipted reasonable expense incurred in providing proof of illness up to a maximum of \$85.00 per calendar year.

22.07 Failure to either provide this medical information as requested, or to provide continuing medical reports as specified by the Company or its third party Disability Adjudicator, will disqualify employees from receiving sick benefits for that particular occurrence. Any amount already paid will be deducted by the company, at source, from the employee's pay.

22.08 An employee shall not take other paid employment or work while in receipt of sick leave benefits from the Company; violation of this provision shall result in immediate termination of such sick leave benefits by the Company, together with any other remedies available at law to the Company in respect thereof.

22.09 (a) The Company shall deduct from sick leave benefits the amount of any contribution or payment which would have been deducted from the employee's wages had he been at work, and shall pay such amount to the appropriate authorities or persons as if such employee had worked for the period in question.

(b) Entitlement to sick leave benefits shall terminate automatically upon termination of employment of the employee; without restricting the generality of the foregoing, an employee who is under notice of termination shall receive sick leave benefits, if applicable, only until the expiration of the period of such notice or of the period of benefit, whichever first occurs.

22.10 An employee who receives sick leave benefits under this Article for absence from work due to injury or disability, and who receives compensation from any third party in part or full compensation for such injury or disability, shall remit such compensation to the Company up to the sum paid by the Company as sick leave benefits under the provisions of this Article, provided that the provisions of this Article shall not apply to compensation received from a personal policy of disability insurance for which the employee has paid the premium.

- 22.11 Where an employee is eligible for Workplace Health, Safety and Compensation benefits as a result of a workplace injury the Company is prohibited from paying sick leave wages or compensating the employee in excess of the established maximum rate outlined in the respective legislation. In instances where an overpayment occurs the employee agrees to repay the company either through payroll deductions, cheque or money order the amount of the overpayment. The injured employee will continue to be responsible for voluntary deductions, benefit premiums, and/or loan agreements with the Company during the period of absence. Continued payment of these premiums/loan payments will be made as outlined above.
- 22.12 The total sick leave entitlement of any employee shall be computed on the basis of eight (8) hours sick leave entitlement for each completed month of service from completion of the probationary period, but not including the months of the probationary period, to a maximum total accumulated benefit in any calendar year of 96 hours. Unused sick leave in any period may be carried forward to a subsequent year to a maximum of 960 hours.
- 22.13 An employee who is on sick leave shall notify the Company of **their** intention to return to work not later than one week prior to the intended date of return, and the Company shall not be required to schedule any work for such employee within the period of one week following the date of such notification.
- 22.14 Following the expiry of sick leave benefits for illness or disability under the provisions of this Article except Clause 22.11, where an employee is, through continuation of such illness or disability unable to resume work, the Company shall offer to such employee re-employment in **their** last position with the Company. This offer shall be made upon recovery of the employee but in no event later than eighteen (18) months including accumulated sick leave benefits. Where an employee has been partially disabled and certified as fit to return to work, but can no longer perform the duties of **their** position, every effort shall be made by the Company to place **them** in a position consistent with **their** qualifications and capabilities where a requirement exists. This is not to be taken as a guarantee of another position. Seniority shall accrue whether sick leave is paid or unpaid and it will be counted as continuous full time employment. The provisions of this paragraph will operate only if and so long as such position is not subject to lay off under any of the other provisions of this Agreement.
- 22.15 The Company and the employees agree to co-operate in the worker's early and safe return to suitable and available employment as outlined in the legislation and/or WHSCC policies. This may involve modified work, ease back to regular work, transfer to an alternate job or trial work to assess the worker's capability

ARTICLE 23 – SEVERANCE PAY

- 23.01 The Company will make every reasonable effort to provide comparable alternate employment to an employee whose position has become redundant due to technological, organization or fiscal change. However, if comparable alternate employment cannot be provided within the Company, the employee will be entitled to a lump sum payment **according to the following schedule:**
2 weeks for each completed year of service (1-5)
3 weeks for each completed year of service for each year greater than 5 years

The calculation can be obtained by multiplying the employee's weekly salary by the number of years of employment **listed above**. The maximum number of weeks not to exceed **seventy-five (75)** weeks. For the purpose of this Article, periods of leave without pay of one month or more will not be counted towards years of service.

ARTICLE 24 – GENERAL

- 24.01 The Company will supply all tools and equipment which, in its judgment, are required for the job. Employees will take reasonable measures to ensure the safeguarding and proper use of tools/equipment assigned to them as well as informing the Company when tools/equipment becomes worn, broken, lost or stolen. Replacement of tools and equipment will be the responsibility of the Company.
- 24.02 Tools and equipment broken or worn out as the result of normal service will be replaced by the Company upon return to the Company of the broken or worn out tool.
- 24.03 Unless otherwise directed by the Company, each employee shall report for work at the Company headquarters, and shall report thereto at the conclusion of the day's work.
- 24.04 Clothing will be supplied as follows:

Technical	All clothing currently supplied shall be maintained, however the Company may modify the uniform allotment to reflect operational needs of employees, and to continue to present a professional image to customers.
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At the discretion of the Manager, assessed annually, one (1) pair of climbing boots will be issued to Technicians required to climb.

Safety Boots At the discretion of the Manager, assessed annually, one (1) pair of boots will be provided by the Company up to a total receipted cost of **\$265** or as may be purchased directly by the Company.

Rogers TV An appropriate clothing allotment will be determined for the Rogers TV department, including coveralls, rain gear and other clothing as necessary.

One (1) pair of summer work boots and one (1) pair of winter work boots will be supplied every two years, to be cost shared 60%/40% between the Company and the employee respectively.

Company provided clothing, with the exception of work boots, is not to be worn by employee at any time while not on Company business.

24.05 Any new classifications created during the life of this Agreement shall have wages negotiated and placed as an addendum to the Collective Agreement. Present classifications will be used at the Company's discretion should positions have to be filled for operational reasons prior to agreement on new classifications and wage rates.

24.06 Standard job postings will be developed jointly between the Company and the Union. Standard job postings shall form part of the Collective Agreement. All job postings will reflect the Company's requirement to maintain flexibility to operate in the most efficient manner possible. The Company will provide the Union with a copy of all job postings/accountabilities.

24.07 The following provisions apply to meetings that are not held entirely on Company time:

- i. For mandatory meetings called by the Company and scheduled on the employee's time, the Company shall pay employees at one and one-half time rates.
- ii. Elective meetings called by the Company will be scheduled at a time such that the time commitment for such meetings is shared equally by the Company and the employee. Remuneration by the Company shall be at straight time rates.

The Company shall provide applicable meals/meal allowances for mandatory and elective meetings.

24.08 Period of Rest

(a) An employee who works overtime between 12:00 midnight and 7:00 a.m. shall have **their** next scheduled shift reduced to the extent necessary to ensure that the employee has eight (8) consecutive hours rest between the end of the overtime period and the start of **their** next scheduled shift.

(b) When the overtime immediately precedes **their** next scheduled shift or if the Company requires the employee to commence **their** next scheduled shift without eight (8) consecutive hours off the job, the length of **their** shift shall be reduced by an amount of time equivalent to the overtime hours worked between 12:00 midnight and 7:00 a.m. The employee will be paid on a straight time basis for any time on **their** next scheduled shift from which **they are** excused because of working overtime after 12:00 midnight.

ARTICLE 25 – DISCIPLINE PROCEDURE

25.01 Subject to the terms of this Agreement, no employee shall be disciplined, suspended or discharged except for just cause.

25.02 Employees suspended for 10 or less working days shall not have pay deducted pending outcome of the grievance/arbitration procedure as outlined in Article 28 and Article 29.

25.03 The record of all measures referred to above, which were imposed for disciplinary reasons will be removed **as per the below chart** provided there have been no further measures of discipline during such period.

Verbal Warning	12 months
Written Warning	18 months
Suspension	24 months

ARTICLE 26 – SAFETY

26.01 The Company and the Union agree to abide by and adhere to the Rogers Safety Standards and all parts of the Canada Labour Code Part II and agree that the Canada Labour Code Part II shall form part of this Collective Agreement.

26.02 A Safety Committee consisting of three union and three non-union representatives shall be established. The function of this committee is to develop recommendations and discuss matters relative to safety; to hear, investigate and recommend solutions of unsafe conditions or unsafe work procedures and practices that may be reported from time to time by employees. Parties to the committee will appoint their own representatives.

ARTICLE 27 – TRAINING

- 27.01 The Company shall establish a system of training in order to upgrade the knowledge and skills of employees. Employees shall be allowed reasonable opportunities to learn the work of equal or higher positions. Time spent in training during the regular working day will, for purposes of salary and benefits, be considered to be time worked.
- 27.02 Where the Company offers an approved job-related course to an employee and the employee successfully completes such course, the employee will be reimbursed.
- 27.03
- (a) Training and Correspondence Courses will be offered to employees on the basis of seniority, ability, qualification and their desire **as reflected in the employee's development plan.**
 - (b) **Special projects that require an assignment to another classification for two (2) weeks or greater in duration, will be offered to employees on the basis of seniority, ability, qualification and their desire to participate as reflected in the employee's development plan.**
 - (c) **Any duties that are less than two (2) weeks in duration, that require assignment to another classification, will be offered on a rotational basis where operational requirements permits.**
- 27.04 The Company reserves the right to offer mandatory training programs, which require the participation of all employees as specified by the Company. Such programs will be paid for by the Company, and if convenient, scheduled on Company time. Where training is necessary during an employee's scheduled time off hours, remuneration by the Company shall be based upon applicable overtime rates. This excludes home study and any voluntary training undertaken by the employee.
- 27.05 As specified in Clause 9.07 of this Agreement, employee participation in training programs will be taken into account when filling any vacancies and/or new positions.
- 27.06 Employees covered by this agreement are eligible to participate in the company's Assistance Program in accordance with Policy HR 6 External Training and Development
- 27.07 If travel to an out-of-town location during an employee's scheduled time off is required to attend a training program as described in Article 27.04, travel time will be paid for on a straight time basis.

ARTICLE 28 – GRIEVANCE PROCEDURE

28.01 The Union shall have the right to appoint a grievance committee consisting of two employees, together with a Union representative who is not an employee, provided that each of such employees shall have at least one year's seniority with the Company at the time of **their** appointment.

28.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement; The Employer, the Union or an employee may file a grievance. Employee grievances shall begin at Article 28.03, Step 1. Employer and Union grievances shall begin at Article 28.03, Step 2.

28.03 **An employee, or group of employees, who believes they have a grievance, shall first approach, or have their union representative approach their immediate Manager and an earnest effort shall be made by both parties to resolve it verbally. The employee, may if they so desire, have their shop steward present.**

Step 1 **If the complaint is not satisfactorily disposed of verbally, the employee shall reduce the complaint to writing on the approved grievance form. The facts surrounding the grievance will be stated on the form along with the particular Article of the Agreement, which is alleged to have been violated.**

The aggrieved employee and/or the shop steward shall within twelve (12) calendar days after becoming aware of the occurrence of a grievance submit **their** grievance in writing to **their** immediate supervisor outside the bargaining unit, outlining the alleged violation and redress sought.

Step 2 The Employee:
Failing satisfactory settlement within nine (9) calendar days after submission under step one (1) the aggrieved employee and/or **their** shop steward shall submit the grievance to the Human Resources Representative or **their** designate within seven (7) calendar days.

The Union or the Employer:
Union grievances shall be submitted in writing within twelve (12) calendar days of the occurrence of the grievance to the Human Resources Representative or **their** designate, whereas the Employer's grievances shall be submitted in writing within seven (7) calendar days of the occurrence of the grievance to the Business Manager of IBEW, Local 1615.

Step 3 Failing satisfactory settlement within seven (7) calendar days after submission under step two (2) either party may refer the grievance to arbitration within ten (10) calendar days.

28.04 All grievances shall be in writing and shall be signed by the party grieving. Grievances shall be presented in duplicate and shall specifically designate the section or sections of the collective agreement alleged to have been violated.

28.05 When a grievance is under negotiation through a representative of the Union, the Company will not attempt to settle the grievance with the employee involved without prior notice to that Union representative. No grievance shall be considered settled without the concurrence of that Union representative.

28.06 The time limits fixed in both the grievance and arbitration procedures may be extended by mutual agreement in writing between the Company and the Union.

28.07 No grievance shall be submitted to arbitration which has not been properly processed according to the provisions of this Article.

28.08 Except for meetings between representatives of the Union, the employee, and the Company under the specific provisions of this Article 28, no other activities under the provision of this Article shall be carried out during Company time.

ARTICLE 29 – ARBITRATION

29.01 The party receiving notice of intention to arbitrate shall notify the party initiating arbitration of the name and address of its nominee or proposed sole arbitrator within fifteen (15) days of the receipt of the notice of intention to arbitrate. The initiating party must then within fifteen (15) days notify the other party of its nominee or proposed sole arbitrator.

29.02 The two nominees shall, within fifteen (15) days following the appointment of the second of them, select an impartial chairman; should the nominee fail to agree on the selection of a chairman within such period, then either party may request the Minister of Human Resources to select a chairman.

29.03 Notwithstanding any of the other provisions of this Article, the parties may in any case agree that a sole arbitrator shall be appointed instead of an arbitration board; such sole arbitrator shall have all the rights and powers of an arbitration board appointed under this Agreement; if the parties agree to the appointment of a sole arbitrator but cannot agree on the designation of such sole arbitrator within ten (10) days of the receipt of the notice of intention to arbitrate, then the Minister of Human Resources may, at the request of either party, appoint the sole arbitrator.

- 29.04 The arbitration board or sole arbitrator as the case may be shall be bound by the terms of this Agreement and the decision of such board or arbitrator shall be final and binding on all parties; the board or arbitrator shall not have the power or authority to make any decision inconsistent with the terms of this Agreement nor to alter, modify or amend any part of this Agreement; in the case of disciplinary action, the board or arbitrator shall have the power to alter or modify any disciplinary action.
- 29.05 No person may be appointed to serve on an arbitration board or as sole arbitrator who has been involved at any stage of an attempt to negotiate settlement of the grievance under consideration.
- 29.06 The cost of the arbitrators respectively appointed by the Company and the Union shall be borne by each party respectively and the cost of the chairman or sole arbitrator shall be borne equally by the Company and the Union.
- 29.07 The time limits specified in this Article and in the preceding Article shall be mandatory and not directory and may be waived or extended in any particular case only by the mutual written agreement of the parties concerned in the grievance or arbitration proceedings; the failure to comply with any time limit set out in this or the preceding Article shall render the grievance lost by the grievor or admitted by the party grieved against, as the case may be.
- 29.08 The decision of a sole arbitrator or arbitration board is to be provided to the Company and the Union within 60 calendar days of an arbitration hearing, unless the time limit is extended by mutual agreement in writing between the Company and the Union.

ARTICLE 30 – NEGOTIATING COMMITTEE

- 30.01 The negotiating committee for the bargaining unit shall consist of five (5) employees each of whom shall have at least one year's seniority with the Company as at the date of commencement of negotiations. Two (2) months prior to commencement of negotiations, each party will exchange the names of their negotiating committee.
- 30.02 Where bargaining sessions between the Company and the Union are scheduled by agreement to be held during the working hours of a member or members of the Union Negotiating Committee, such member or members, as the case may be, shall be entitled to leave of absence without pay for those bargaining hours occurring during his or their normally scheduled tour of duty, together with a maximum of two one-half hour periods, one occurring before and one after such bargaining session, where such one half hour period occurs during **their** normally scheduled tour of duty. All other matters relating to bargaining shall be performed outside the employees hours of work and on the employee's own time.

30.03 The Union shall notify the Company in writing of the names of the employees on its negotiating committee at least two (2) weeks prior to the commencement of negotiations and also to request that time be arranged off for the negotiating committee.

30.04 The Company agrees to maintain the wages and benefits of employees on the negotiating committee while engaged in negotiations providing they attend negotiating sessions and the Union will reimburse the Company within 30 days of receipt of the invoice from the Company.

ARTICLE 31 – PENSION

31.01 Employees are eligible to participate Rogers Defined Contribution Pension plan (DC plan) subject to the provisions of the Plan. Employees who are currently members of a Defined Benefit Pension Plan (DB Plan), which closed to new members effective April 1, 2016, will continue their participation in the DB Plan and will accrue pension and make contributions according to the provisions of the DB Plan.

31.02 The union understands and agrees that the administration of the DB Plan and DC plan is the sole responsibility of the Company and any disputes regarding the administration of the plans cannot be grieved, negotiated, or challenged under the collective agreement.

31.03 Employees who elect to contribute to the DC Plan must meet all eligibility requirements as set forth in the plan. Copies of the DB Plan and DC Plan booklets are available to all employees electronically.

31.04 If there is any conflict between this collective agreement and the DB Plan and DC Plan provisions, the terms and provisions of the Plans shall apply.

ARTICLE 32 – TEMPORARY AND TERM EMPLOYEES

32.01 Temporary and term employees will be governed by the terms of the agreement with the following exclusions and/or modifications:

- (a) Vacation for Temporary/Term employees will be earned on the basis of time worked at the regular rate of gross earnings as outlined under the Federal Labour Standards Act and will be paid on each regular pay cheque.
- (b) If temporary or term employee is continuously employed for longer than twelve (12) months, **they** shall become a regular permanent employee, with the exception of those employees hired to complete a specific project, or to cover a medical or maternity leave the duration of which is known to be longer than 12

months. In these cases, temporary/term status will continue for the duration of the project or leave being covered. Temporary and term employees will accrue seniority in accordance with Article 9. The company agrees to maintain and post a separate seniority list for temporary and term employees. The union office shall be notified, in writing, of the temporary/term employee's name, the projects assigned to or leave being covered, and the project or leave time frame.

- (c) Lay-Off - Notice of lay-off shall be at least 2 weeks prior to termination date.
- (d) Medical Benefits and Employee Discount Privileges will be provided by the Company after 6 months of continuous temporary/term employment. Employees must participate in the benefit program to be eligible for the employee discount program.
- (e) Temporary and term employees will not be terminated for the sole purpose of rehire to maintain their temporary status.

ARTICLE 33 – EMPLOYMENT EQUITY

33.01 The Company and the Union are committed to the principles of employment equity and recognize that there may be circumstances where deviation from the provisions of this Agreement may be necessary in order for the Company to be able to achieve the specific objectives set out in the Employment Equity Act and the Broadcasting Act. When these circumstances arise, the parties will meet in an effort to reach agreement on what, if any, deviations from the Agreement may be necessary, having regard to the mutual commitment expressed in this understanding.

ARTICLE 34 – EMPLOYEE ASSISTANCE PROGRAM

34.01 An Employee Assistance Program will be developed and implemented by the Company to help employees deal with social, emotional or health problems and personal crisis. The EAP will provide employees with confidential assessments and referral services to community resources and professionals as required.

- (a) Where necessary, scheduling arrangements during working hours may be made to facilitate rehabilitation.
- (b) Where an employee's use of alcohol and/or drugs has impaired **their** ability to perform assigned duties or where alcohol or drugs have been consumed during a tour of duty, the Company may apply discipline as deemed appropriate under the circumstances.

- (c) In cases where an employer has reasonable grounds to assume an employee has an alcohol or drug-related addiction/problem, the Company may require the employee to be independently assessed to determine if **they** may be required by the Company to take a mandatory program directed towards **their** rehabilitation. During such a time, the employee will be considered to be on leave without pay; however, **their** employment will not be jeopardized by participation in such programs.
- (d) Subject to approval by the Company, if an employee volunteers to take a rehabilitative program, **they** can use up accumulated sick days upon providing a Rogers Confidential Medical Report. Where the length of the program exceeds the employee's accumulated sick days, the employee shall be considered to be on leave without pay.
- (e) In the event that an employee's Driver's License is suspended, every reasonable effort will be made to reassign the employee to work which does not necessitate the operation of a motor vehicle where a legitimate requirement exists. Where such a reassignment is not practical, or alternate work is not available, the Company may suspend the employee until **their** Driver's License is restored or such reassignment is available.

ARTICLE 35 – CONTRACTING OUT

35.01 The Company will make every attempt to avoid lay-offs of bargaining unit employees due to contracting out. The Company shall not contract out work if there are a sufficient number of qualified employees on lay-off, who can perform the work in question. The Company will meet with a Union Committee to identify and explore opportunities to reduce contracting out.

ARTICLE 36 – TECHNOLOGICAL CHANGE

36.01 “Technological Change” in this article means:

- (a) the introduction by the Company of equipment, processes or materials of a different kind of nature than previously utilized by the Company in the operation of its business and;
- (b) a change in a manner in which the Company carries out the business that is directly related to the introduction of that equipment or material.

36.02 The Company agrees to provide notice of future technological changes to the Union if it is likely that such change will affect the terms and conditions or security of employment of a

significant number of bargaining unit employees. The period of notice provided shall be in accordance with the Canada Labour Code – Part I.

- 36.03 Employees who are affected by such Technological Change and require re-training for their current positions or similar positions will be provided with appropriate mandatory training as determined by the Company and at the expense of the Company in accordance with the provisions of Article 27. It is assumed that the affected employees demonstrate an aptitude and willingness to participate in applicable training.

ARTICLE 37 – DURATION OF AGREEMENT

- 37.01 This Agreement shall become effective from and as of the 1st day of September, **2021** and shall remain in effect to and including the 31st day of August, **2025**.
- 37.02 Should either party desire to terminate this Agreement on the 31st day of August, **2025** it shall give to the other party not less than thirty (30) days nor more than sixty (60) days written notice by registered mail of such intention, such period of notice to expire on the 31st day of August, **2025**. For greater certainty it is agreed that in the absence of notice as aforesaid during the period of this Agreement or of the extension of this Agreement, this Agreement shall continue in force from year to year thereafter until terminated by the provision of notice as aforesaid within any such year.

ARTICLE 38 – LABOUR MANAGEMENT COMMITTEE

- 38.01 A joint Labour/Management Committee will be established for the purpose of discussing matters of mutual interest other than formal grievances.
- 38.02 The committee will be comprised of three Union and three Management representatives with the understanding that, by mutual agreement, other personnel can be brought into these meetings from time to time. The Chair will alternate between Union and Management.
- 38.03 Meetings will be held quarterly. By mutual agreement, meetings times may be altered and additional meetings may be held.
- 38.04 Union representatives will be given leave, with pay, to attend these meetings. Overtime and expenses will not be paid by the Company.

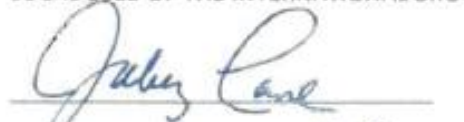


IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 17th day of May, A.D. 2022.

ROGERS COMMUNICATIONS CANADA INC



Wanda Keeping

LOCAL 1615 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION

APPENDIX A – SCHEDULE OF WAGES

		Adjustment in Year 1: September 2021 2% Increase to Grades				Adjustment in Year 2: September 2022 2% Increase to Grades				Adjustment in Year 3: September 2023 2% Increase to Grades				Adjustment in Year 4: September 2024 2.25% Increase to Grades			
		*Top of scale 2% Lump sum															
		2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.0%	2.00%	2.0%	2.0%	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14		
F	Head End		\$30.83	\$31.63	\$32.45	\$33.30	\$34.16	\$35.05	\$35.96	\$36.90	\$37.86	\$38.84	\$39.62	\$40.41			
		Year 1	\$31.45	\$32.26	\$33.10	\$33.96	\$34.85	\$35.75	\$36.68	\$37.64	\$38.61	\$39.62	\$40.41	\$41.22	\$42.04		
		Year 2	\$32.08	\$32.91	\$33.77	\$34.64	\$35.54	\$36.47	\$37.42	\$38.39	\$39.39	\$40.41	\$41.22	\$42.04	\$42.88		
		Year 3	\$32.72	\$33.57	\$34.44	\$35.34	\$36.25	\$37.20	\$38.16	\$39.16	\$40.17	\$41.22	\$42.04	\$42.88	\$43.74	\$44.62	
		Year 4	\$33.45	\$34.32	\$35.22	\$36.13	\$37.07	\$38.03	\$39.02	\$40.04	\$41.08	\$42.15	\$42.99	\$43.85	\$44.73	\$45.62	
E	Maintenance, OPE Planner, Sr. Technical Coordinator, Fibre Splicer/NCC Tech, Construction Coordinator		\$28.79	\$29.54	\$30.31	\$31.09	\$31.90	\$32.73	\$33.58	\$34.46	\$35.35	\$36.27	\$37.00	\$37.74			
		Year 1	\$29.37	\$30.13	\$30.91	\$31.72	\$32.54	\$33.39	\$34.26	\$35.15	\$36.06	\$37.00	\$37.74	\$38.49	\$39.26		
		Year 2	\$29.95	\$30.73	\$31.53	\$32.35	\$33.19	\$34.05	\$34.94	\$35.85	\$36.78	\$37.74	\$38.49	\$39.26	\$40.05		
		Year 3	\$30.55	\$31.35	\$32.16	\$33.00	\$33.86	\$34.74	\$35.64	\$36.57	\$37.52	\$38.49	\$39.26	\$40.05	\$40.85	\$41.66	
		Year 4	\$31.24	\$32.05	\$32.89	\$33.74	\$34.62	\$35.52	\$36.44	\$37.39	\$38.36	\$39.36	\$40.15	\$40.95	\$41.77	\$42.60	
D	Service/Install Tech Dispatcher TV Producer Technical Coordinator		\$26.18	\$26.86	\$27.56	\$28.28	\$29.01	\$29.77	\$30.54	\$31.33	\$32.15	\$32.98	\$33.64	\$34.32			
		Year 1	\$26.70	\$27.40	\$28.11	\$28.84	\$29.59	\$30.36	\$31.15	\$31.96	\$32.79	\$33.64	\$34.32	\$35.00	\$35.70		
		Year 2	\$27.24	\$27.95	\$28.67	\$29.42	\$30.18	\$30.97	\$31.77	\$32.60	\$33.45	\$34.32	\$35.00	\$35.70	\$36.42		
		Year 3	\$27.78	\$28.50	\$29.25	\$30.01	\$30.79	\$31.59	\$32.41	\$33.25	\$34.12	\$35.00	\$35.70	\$36.42	\$37.14	\$37.89	
		Year 4	\$28.41	\$29.15	\$29.90	\$30.68	\$31.48	\$32.30	\$33.14	\$34.00	\$34.88	\$35.79	\$36.51	\$37.24	\$37.98	\$38.74	
C	Material Handler (Warehouse) Mstr Crt Operator		\$19.62	\$20.13	\$20.65	\$21.19	\$21.74	\$22.31	\$22.89	\$23.48	\$24.09	\$24.72	\$25.21	\$25.72			
		Year 1	\$20.01	\$20.53	\$21.07	\$21.61	\$22.18	\$22.75	\$23.34	\$23.95	\$24.57	\$25.21	\$25.72	\$26.23	\$26.76		
		Year 2	\$20.41	\$20.94	\$21.49	\$22.05	\$22.62	\$23.21	\$23.81	\$24.43	\$25.07	\$25.72	\$26.23	\$26.76	\$27.29		
		Year 3	\$20.82	\$21.36	\$21.92	\$22.49	\$23.07	\$23.67	\$24.29	\$24.92	\$25.57	\$26.23	\$26.76	\$27.29	\$27.84	\$28.39	
		Year 4	\$21.29	\$21.84	\$22.41	\$22.99	\$23.59	\$24.20	\$24.83	\$25.48	\$26.14	\$26.82	\$27.36	\$27.91	\$28.46	\$29.03	

Notes:

1. Increases to Grades will be effective September 1st of each contract year to all active employees.
2. Performance Management Steps will be effective March 1st of each contract year to active employees with satisfactory performance.

APPENDIX B – MEDICAL BENEFITS

May 17, 2022

IBEW Local 1615
230 Park Avenue
Mount Pearl, NL A1N 1L1

Re: Medical Plan Premiums

To Whom It May Concern:

This is to clarify that medical plan premiums currently paid by the Company, will continue to be paid by the Company for the duration of this Agreement. Modifications to the medical plan may be made as required, however the Company will maintain responsibility for payment of premiums.

ROGERS COMMUNICATIONS CANADA INC.

Witness

Witness

IBEW, LOCAL 1615

Witness

Witness

APPENDIX C – LETTER OF UNDERSTANDING

May 17, 2022

Mr. Jabez Lane
IBEW Local 1615
230 Park Avenue,
Mount Pearl, NL A1N 1L1

Dear Jabez:

Re: Rogers Communications Canada Inc. Use of Contractors

Further to discussions during contract negotiations concerning Rogers Communications Canada Inc. use of contractors in Newfoundland, this letter serves to clarify the Company's position on the matter.

Rogers Communications Canada Inc. appreciates the concern of the membership with respect to contracting out, and further recognizes that the membership acknowledges that Rogers Communications Canada Inc. has a right to utilize Contractors, subject to Article 35 of the Agreement.

While Rogers Communications Canada Inc. is not in a position to commit to any Collective Agreement limitations surrounding its use of contractors during the life of this Agreement which may impede the goals of Customer First, we can state that it is our intention to utilize contractors primarily in times of cyclical demand where pressure is placed on lead times, as well as for vacation and disability coverage, and instances of specific project activity.

Through the life of this Collective Agreement, Rogers Communications Canada Inc. will fill vacancies in the Construction, Service/Installation, Maintenance and Head-End Technician categories with bargaining unit personnel. The time frames for filling vacant positions will be subject to the internal approval, posting, interview and acceptance process.

Sincerely,

Tracey Birmingham
Sr HR Manager
Rogers Communications Canada Inc.

APPENDIX D – CONDITIONS OF AGREEMENT

A signing bonus of \$500 for active bargaining unit employees as of September 1, 2021.

Retroactivity – All general wages to be retroactive to September 1, 2021.

APPENDIX E – RETIREE DISCOUNTS

All retirees are eligible to participate in the discount program as per company policy.