

**MEMORANDUM OF AGREEMENT
BETWEEN
CITYTV VANCOUVER
A DIVISION OF ROGERS BROADCASTING LIMITED
-AND-
COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
- LOCAL 830M -**

THE PARTIES AGREE TO RECOMMEND TO THEIR RESPECTIVE PRINCIPALS TO RENEW THE 2006 – 2008 COLLECTIVE AGREEMENT WITH THE FOLLOWING AMENDMENTS:

1. Article 2 – Bargaining Unit

a) Amend Article 2.1 to read:

The Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit as defined by the Canada Labour Relations Board decision dated September 15, 2006 and as amended from time to time or as altered by agreement between the parties. The bargaining unit shall consist of:

All employees of Citytv Vancouver, a division of Rogers Broadcasting Limited, excluding:

Sales Representative, Manager of Sales and above; Managing Producer and above; Assignment Editor; Producer; Host; Director; Senior Director; Technical Director; Director of Promotions/ Creative Services; Director of Operations; Executive Assistant; Business Manager; Business Manager, News; Manager, Human Resources; Scheduling Coordinator, News; Manager of Information Technology and above; Vice President and General Manager; Supervisor, Broadcast & Building Services; Publicist; Research Manager.

b) Amend Article 2.2 to read:

2.2.3 Due to the uniqueness of the conditions of employment for "On-Air" performers, extraordinary compensation arrangements maybe necessary. It is therefore agreed that the Company may enter into special, fixed length contracts with "On-Air" staff individually to cover compensatory provisions, providing that such terms as a package, are not inferior to the terms (as a package) contained in the Collective Agreement.

If the Collective Agreement and the personal service contract conflict, the Collective Agreement shall apply. However, where the personal employment contract exceeds the terms of the agreement, or sets terms and conditions of employment where the Collective Agreement is silent, the employment contract shall apply. Such contracts may contain a non-compete clause within the Vancouver broadcast area.

2.2.4 In recognition of the Union's status as exclusive bargaining agent, the Union may represent employees within the bargaining unit, at an employee's option, in the negotiation of "On-Air" talent contracts. A copy of the contract will be provided to the Union within ten (10) days.

2. Article 5 – Employee Categories

Amend Article 5.2 to read:

5.2 A part-time employee is defined as one hired on a regular basis to work a limited shift but less than thirty-two (32) hours per week. Where a part-time employee performs work of a temporary nature as defined in Article 5.3 such hours worked shall be excluded from the thirty-two (32) hours per week limit.

3. Article 7 – Outside Activities

Amend Article 7.1 to read:

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

4. Article 9 – Union Security

a) Delete Articles 9.1.1 and 9.1.2

b) Amend Article 9.2.1 (d) to read:

9.2.1 (d) the name of any employee who has left including leaves of absence or joined the Company since the last dues remittance.

5. Article 16 – Layoffs

Amend Article 16.6.2 to read:

16.6.2 Notwithstanding the provisions of Article 18, if recall results in the employee being recalled to other than his/her former position and the Company later decides to fill that position, the employee is entitled to such position, provided he/she has the qualifications, as well as the ability to do the normal requirements of the job, within a thirty (30) calendar day trial period and applies for the position within the normal positing period.

6. Article 20 – Discipline

a) Amend Article 20.2 to read :

20.2 An Employee shall be notified in writing of any written expression of dissatisfaction concerning their work within ten (10) working days of cause for dissatisfaction becoming known to his/her Supervisor. If this procedure is not followed, such expression of dissatisfaction shall not become part of their disciplinary records for use against him/her at any time. This Article shall not prevent oral expressions of dissatisfaction but such oral expressions must be reduced to writing within ten (10) working days before becoming part of an Employee's record. A copy of such written expression of dissatisfaction shall be provided to the Local Union President or their designate within twenty-four (24) hours of issuance to the Employee.

b) Amend Article 20.04 to read:

20.04 An employee shall be furnished, within ten (10) working days of receipt, with any other complaint or accusation concerning him/ her which may be detrimental to this /her advancement or standing within the Company. The Employee's reply to such complaint or accusation, if received within ten (10) working days after he/she has been given the complaint or accusation, shall become part of his/her record.

c) Insert a new article 20.7 as follows:

20.7 It is recognized that the Company is free to introduce workplace policies or practices applicable to employees, subject to the following:

a) Should there be any inconsistency between a policy or provision of a policy and the Collective Agreement, the Collective Agreement shall apply. Notwithstanding, any inconsistent provision(s) shall not affect the validity or enforceability of any other provision of the policy.

b) Any discipline of an employee related to alleged contravention of Company policies or practices shall be subject to the grievance procedure contained in this Collective Agreement and the provisions of Article 20.1 with respect to just and reasonable cause.

7. Article 21 – Grievance and Arbitration

Amend Article 21.1 – Step 3 to read:

Step 3: When a grievance has not been settled at Step 2, the Union Representative may present the grievance to the Company Vice President and General Manager or his/her designate within five (5) working days of the expiration of Step 2.

The Company Vice President and General Manager or his/her designate shall have five (5) working days to reply to the grievance.

8. Vacations

- a) Employees shall receive their 2009 Vacation Entitlement effective January 1, 2009.
- b) Employees will have the option of either receiving their accrued Vacation as at March 31, 2009 in a lump sum or transferring it directly to a personal RRSP.

9. Article 22 – Vacations

Amend Article 22 to read:

- 22.1 Except as modified by a subsequent clause in this Article, Employees who have completed their probationary period shall be entitled to an annual vacation with pay or separation pay in lieu thereof, in accordance with the following table:

Year(s) of Service	# of Weeks of Vacation
Prior to 1 Year	1 day per months to a maximum of 10 days
1 year	2 weeks
2 to 5 years	3 weeks
6 years	3 weeks plus 1 day
7 years	3 weeks plus 2 days
8 years	3 weeks plus 3 days
9 years	3 weeks plus 4 days
10 years	4 weeks
11 years	4 weeks plus 1 day
12 years	4 weeks plus 2 days
13 years	4 weeks plus 3 days
14 years	4 weeks plus 4 days
15 years to 20 years	5 weeks
21 years	5 weeks plus 1 day
22 years	5 weeks plus 2 days
23 years	5 weeks plus 3 days
24 years	5 weeks plus 4 days
25 years	6 weeks

The vacation year shall be January 1st to December 31st of each year. Vacation shall be taken during the year in which an employee's vacation entitlement is earned.

- 22.2 Vacation pay shall be calculated on the basis of the employee's current rate of pay for their normal working hours.
- 22.3 In the event that a general holiday occurs during an Employee's vacation and the Employee has an entitlement to the paid holiday, one (1) additional day for each such holiday shall be added to the Employee's vacation.

- 22.4 An Employee may request to begin and end his/her vacation in conjunction with his/her days off, plus any additional days added because of Article 15 and such request will not be unreasonably denied.
- 22.5 The Company shall have the right to determine the number of Employees who may be released for vacation from a job classification at any one time. Such right shall be exercised in a reasonable manner. Applications for vacations shall be submitted not later than sixty (60) calendar days prior to the date requested. The Company shall confirm or deny the vacation request within fifteen (15) working days of the submission.
- Provided an Employee's application for vacation is submitted in writing by the last working day in December, he/she shall receive preference in scheduling his/her vacation on the basis of his/her company seniority within the job function to which he/she is assigned in accordance with Article 42 of this Agreement.
- 22.6 Upon termination of employment, an Employee (or his/her estate in the case of death) shall receive accrued vacation pay earned in accordance with the provisions of Article 22.1 plus pay for any vacation period previously earned but not taken.

10. Article 27 – Health and Welfare

- 27.1 The Company will maintain life insurance, sick-leave, health and dental, short term and long term disability group plans for regular full-time employees at no less than the level of those benefits provided in the Rogers Communications Inc (RCI) standard benefit plans. The Company agrees that no change will be made to the terms and conditions of this plan as it applies to the members of the bargaining unit without prior discussion with the Union.
- 27.2 The Company will maintain life insurance, health and dental group plans for regular part time employees at no less than the level of those benefits provided in the Rogers Communications Inc (RCI) standard benefit plan. Eligibility for enrolment for regular part-time employees is in accordance with the requirements of the Rogers Communications Inc. standard benefit plans. The Company agrees that no change will be made to the terms and conditions of this plan as it applies to the members of the bargaining unit without prior discussion with the Local Union.
- 27.3 Effective June 1, 2009, the current Rogers Communications Inc (RCI) Defined Pension Plan "the DB Plan" will be implemented as provided to employees of Rogers Communications Inc. and as altered or amended by the Company. Enrolment in the plan is voluntary. Details, including eligibility for enrolment, are in accordance with the standard Rogers Defined Benefit Pension Plan .

11. Article 29 – Work Week and Days Off

Amend Article 29.1 to read:

The standard work week shall commence at 12.01am Sunday and shall include forty (40) hours worked or paid. Tours of eight (8) hours or less need not be on consecutive days.

12. Article 38 – Clothing and Tool Allowance

Amend Article 38.1 to read:

Upon completion of their probationary period, full-time employees classified as Microwave Operator, ENG Operator and Senior ENG Operator shall be reimbursed, upon presentation of appropriate receipts, for up to \$100.00 per calendar year for safety footwear. The Company shall also provide such employees with a suitable, all-weather jacket every three (3) calendar years.

13. Article 42 – Classifications and Salary Groups

- a) Amend Group 6 by deleting one of the Senior Production Editors in salary group.
- b) Amend Group 4.1 by inserting the new classification of Interactive Content Coordinator.
- c) Amend Salary group levels by the following:
 - (i) Effective September 1, 2008 – 2%
 - (ii) Effective September 1, 2009 – 2%
 - (iii) Effective September 1, 2010 – 2%

14. Article 43 – General Salary Provisions

Amend Article 43.5 to read:

43.5 The Company will provide a breakdown of pay calculations on bi-weekly pay advices which will be provided to the employee.

15. Article 44 - Term of Agreement

Amend Collective Agreement to reflect the term of renewal for a period of three (3) years which shall expire August 31, 2011.

16. Delete Letter of Intent #3.

17. Delete Letter of Understanding dated January 31, 2007 – 969 Staff.

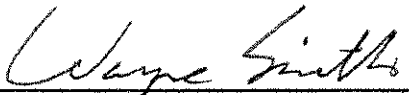
18. Delete existing CHUM Limited Non- Discrimination / Harassment Policy Revised October 12, 2004 and insert Rogers Broadcast Ltd. Harassment Policy.

19. Pensions – Letter of Understanding – Defined Contribution Pension Plan. – The Employer shall maintain the Defined Contribution Pension Plan as provided in the attached Letter of Understanding.
20. Health and Welfare – Letter of Understanding – Approved Claims – The parties agree to continue to provide for coverage for ongoing Health and Welfare Claims that have been previously approved in the attached Letter of Understanding.
21. Health and Welfare Letter of Understanding – Pension and Benefit Plans – The parties agree not to amend benefit plans in the event of a sale as provided for under the attached Letter of Understanding.
22. Enhanced Severance – The parties agree to the Enhanced Severance as provided for in the attached Letter dated January 21, 2009.


Dated this 17th day of April 2009.

For Citytv Vancouver
a Division of Rogers Broadcasting Ltd.


For CEP Local 830M




Wayne Smith
Director, Human Resources




David B. Schaub
National Representative



Eileen McDougall
Manager, Human Resources



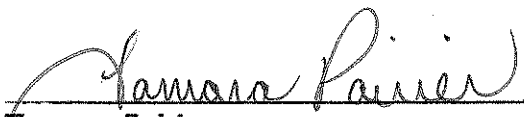
Stephen Hawkins
CEP Local 830M Bargaining Committee



Manuel Fonseca
Managing Producer, Local Programming



Carl Ngui-Yen
CEP Local 830M Bargaining Committee



Tamara Poirier
Director of Operations



Carl Larsen
CEP Local 830M Bargaining Committee

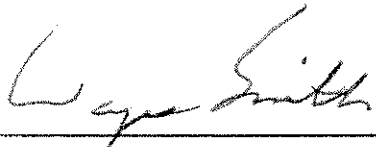
**LETTER OF UNDERSTANDING
DEFINED CONTRIBUTION PENSION PLAN**

The parties agree that during the period from the date of ratification of the Memorandum of Agreement and May 31, 2009, the following will be undertaken:


- a) All monies in the Employee's current Defined Contribution Plan Account will be retained by the Employee.
- b) Discussions will be held with Standard Life to determine:
 - (i) Whether Employees can maintain their Defined Pension Contribution Pension account with Standard Life
 - (ii) Whether Employees can maintain their Defined Pension Contribution Pension Account with Standard Life and continue with contributions to their account.
 - (iii) How the Defined Contribution Pension Plan "Wind Up" will be conducted if necessary.

Dated this 17th day of April 2009.

For Citytv Vancouver
a Division of Rogers Broadcasting Ltd.



For CEP Local 830M



**LETTER OF UNDERSTANDING
HEALTH AND WELFARE**

Re: Transitional Support for Pre-approved Dental Treatment Plans

In response to the concerns raised during bargaining regarding employees who have made decisions to proceed with treatment based on pre-approved treatment plans by Manulife (the Carrier) under the current CHUM Plan, the Company agrees to the following:

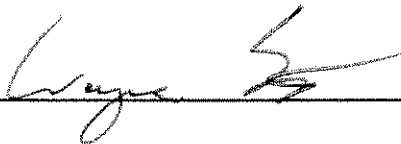
- Any pre-approved treatment plans where treatment has begun prior to March 28, 2009 will be honoured per Manulife's approval.
- The level of benefit that was pre-approved based on the levels under the CHUM Plan and which may exceed the new plan will be reimbursed on an exception basis referencing this Letter of Understanding.
- The above treatment includes Orthodontia.


This letter shall not be printed within the Collective Agreement.

Dated this 17th day of April 2009.

For Citytv Vancouver
a Division of Rogers Broadcasting Ltd.

For CEP Local 830M





LETTER OF UNDERSTANDING
Health and Welfare

Re: Pension and Insured Benefit Plans


1. The Union has expressed concerns about what would happen to the operation of the Rogers Communications Inc standard benefit plans set out in Article 27 in the event the business is sold to a new employer during the term of this Collective Agreement.

2. The Company agrees that it will not exercise its management right to change these plans in order to accommodate new or different plans provided by the purchaser to its employees. Rather, the Company agrees that it will maintain the Rogers Plans as they exist at the time of the sale, for employees in the bargaining unit up to the closing date and will include in the Agreement of Purchase/Sale a covenant requiring that the purchaser maintain the benefits in a form substantially the same as the Rogers Plans until it has negotiated any proposed changes with the Union.

Dated this 17th day of April 2009.

For Citytv Vancouver
a Division of Rogers Broadcasting Ltd.

For CEP Local 830M







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January 21, 2009

Mr. David Schaub
National Representative
CEP Local 830M
540 – 1199 West Pender Street
Vancouver, B.C.

Dear Mr. Schaub,

Re: Enhanced Severance – CEP Local 830M

This letter is in response to concerns about transfer of work to Omni BC as raised by the Local Union during negotiations for the renewal of the 2006 – 2008 Collective Agreement.

As discussed with the Local Union, the Company has no current plans to transfer work to Omni BC which would result in any bargaining unit job loss at Citytv Vancouver. However, to address the Local Union's concerns, the Company is prepared to provide an enhanced severance package as set forth in this letter.

The current severance maximum formula at Citytv Vancouver is three (3) weeks per year of service to a maximum of fifty-two (52) weeks plus one (1) week per year of service to a maximum of twelve (12) additional weeks (for employees who do not exercise bumping rights) for a possible total severance in the amount of sixty-four (64) weeks.

The Company will raise the maximum severance amount to sixty-six (66) weeks and raise the minimum severance to six (6) weeks. This means that, for employees who qualify to displace another employee but choose not to exercise the right to bump, they shall be eligible for maximum severance totalling seventy-eight (78) weeks.

This letter shall not be printed within the Collective Agreement but shall be attached to the Memorandum of Agreement. This letter, unless renewed, shall expire on August 31, 2011.

Sincerely,

Wayne Smith
Director of Human Resources – Television
Rogers Media Inc.

