



COLLECTIVE AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL 37
(HEREINAFTER REFERRED TO AS THE “UNION”)

AND

Rogers Communications Inc.
(Rogers TV –New Brunswick)
(Hereinafter referred to as the “Company”)

EFFECTIVE January 1, 2017 TO December 31, 2019

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PURPOSE

(a) It is the purpose of this Agreement, to recognize a common interest between the Company and the Union:

(b) The parties recognize that the business in which they are engaged is highly competitive and that the Company must be able to maintain an efficient, cost effective operation and improve itself in a highly competitive market. The parties agree to work together in attaining these objectives.

(c) To set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties.

(d) To provide a procedure for resolution of grievances.

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.01

In this Agreement, unless the context otherwise requires, words in the singular shall include the plural, and words in the masculine shall include the feminine, and vice versa.

1.02

Employees - The term "employee" is used in this agreement to mean any person employed in a classification covered by the Canadian Industrial Relations Board certificate and any amendments thereto.

1.03

A part time employee is defined as a person employed on a regular basis who works less than 30 hours per week on a regular basis.

1.04

Temporary employees are employed for a specific term or project during a period employed by the Company. Such temporary employees shall be considered to receive notice of termination at the time of hiring and will not receive benefits except those required pursuant to the provisions of the Canada Labour Code.

1.05

The Union will arrange for the translation and printing of a sufficient number of copies of this collective agreement so that each employee in the bargaining unit may have a copy in both official languages and the Union and Company have sufficient copies for their purposes. The parties will equally share the cost of translation and printing. It is understood that whenever a question of interpretation or application of this agreement arises, the English version shall prevail.

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 8579U.

2.02

The provisions of this Agreement shall apply to all full-time and part-time employees employed in classifications listed in Appendix "A" to this Agreement.

2.03

The provisions of this Agreement shall not apply to temporary employees, except as specified in Appendix "B".

2.04

When the Company creates any new position within the scope of the bargaining unit or makes significant changes to the duties and responsibilities of an existing position, it shall notify the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01

Except as limited by a provision of this agreement, the Company shall continue to have the undisputed right to take any action it deems appropriate in the management of the operation and the work force. All inherent and common law management functions and prerogatives which the Company has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the Company.

3.02

No non-exercise of a right by the Company shall be construed as a waiver of that right.

ARTICLE 4 - UNION DUES DEDUCTION AND REPRESENTATION

4.01

Any employee may become a member of the Union, or may refrain from becoming a member of the Union.

4.02

It shall be a condition of employment that all employees shall pay either

union dues or a fee equivalent to union dues.

4.03

The Employer shall deduct from the salary due every employee an amount equal to the established monthly dues of the Union or equivalent fees. Such monthly amounts may be deducted proportionately on a bi weekly basis.

4.04

The Company will be notified of any changes in the present rate of deductions with a minimum of two (2) months' notice. The Union shall provide the Company with an updated list, by employee, of the dues deduction amount.

4.05

The Company agrees to remit the monies so deducted to the Union monthly. The Company shall remit such dues by the fifteenth of the month following the month for which the dues are deducted. Accompanying each cheque, the Company shall provide the Union with the following information:

- (1) Employee name
- (2) Employee's salary
- (3) Amount of dues deducted
- (4) Classification

Such information shall be provided monthly, in a mutually agreeable format, via electronic transfer or on a computer disk.

4.06

The Union will indemnify the Company and save it harmless from any and all claims or demands which are made by any employee as a result of any action taken by the Company pursuant to the provisions of this Article.

4.07

If it is discovered that the Company has not properly deducted the proper dues from an employee, whichever party (Employee, Company, or Union) that discovers the mistake shall notify the other parties involved. The Company shall increase the dues of the individual by a rate of two (2) times the normal deduction amount until such time that the full balance has been remitted. In such circumstances the Union will indicate to the Company the date at which the increased dues will begin to take effect.

4.08

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.

4.09

The Company shall recognize shop stewards representing each area as follows: Bathurst, Edmundston, Fredericton, Miramichi, Moncton, Saint John. Each area may have at least one representative and areas requiring bilingual stewards may have additional representatives.

4.10

Employees of the Company who are appointed as stewards have regular duties to perform. Such employees will not leave their work for the purpose of conducting any business on behalf of the Union (including attending grievance procedure meetings) without receiving permission from their immediate supervisor. Such permission will not be unreasonably withheld.

4.11

The Company agrees to the posting by the Union on one designated bulletin board at each location announcements regarding elections, meetings, negotiations, developments and internal affairs of the Union. Such notices will only be posted with the Company's advance consent. Such consent will not be unreasonably withheld.

4.12

The Union shall have reasonable access to the Company's operating areas or pertaining to the terms and conditions of this Agreement, free from unreasonable interference from the Company. To that end, accredited Union Officers, when they wish to visit the Company's premises, shall phone the appropriate Manager or his designate and arrange a convenient time in advance which does not unduly interfere with normal operations of the Company.

ARTICLE 5 - RULES, REGULATIONS AND POLICIES

5.01

Employees shall be entitled to and observe all Company rules, regulations, procedures and policies. The Union agrees to support their observation provided that they do not contravene the provisions of this Agreement.

5.02

Employees shall enjoy rights under this Agreement and will not be discriminated against by either party contrary to the provisions of the Canada Labour Code or the Canadian Human Rights Act. The Company is committed to ensuring that its work environment is harassment-free and has established a Workplace Harassment Policy.

5.03

The policies included in this booklet at appendix "D" are for information purposes only and are not part of the Collective Agreement between the Company and the Union. The Company reserves the right to alter, amend or modify these policies at its discretion, as circumstances warrant.

ARTICLE 6 - NO STRIKES OR LOCK-OUTS

6.01

The union undertakes that during the term of this agreement, there shall be no strike, slow-down, work stoppage, interruption or interference or restriction of the production, transportation, or distribution of the company's products of any kind, (hereinafter in this sub-article referred to as "activity") and no such activity shall be directly or indirectly tolerated by the union. Neither shall any employee in any way encourage, or participate in any activity and if such activity occurs, any employee authorizing, encouraging or participating in any such activity shall be subject to discipline up to immediate discharge. If any such activity should be taken, the union will instruct its members to carry out the provisions of the collective agreement, return to work, and perform their duties in the usual and proper manner. There shall be no lockout of employees by the Company during the term of this agreement. Similarly, the Company shall not cause or direct any lockout of employees during the life of this agreement.

6.02

The union further agrees that it will not involve any employee of the Company, or the Company itself, in any dispute which may arise between any other Company and the employees of such other Company, or between the union and any other Company, or between the Company and any other union. Employees will not allow the performance of their job to be

interrupted as a result of such dispute. The Company reserves the right to discipline any employee who leaves or who fails to report to work in order to engage in picketing related to such a dispute, or as a result of such dispute.

6.03

The union agrees that it will not involve or interfere with any other installation of the Company, its affiliates, parent or subsidiaries, as a result of any labour dispute it may have at the premises covered by this agreement.

ARTICLE 7 - DISCIPLINE

7.01

The Company shall have the right to discharge, suspend or otherwise discipline employees for just cause.

7.02

An employee has the right to request his shop steward or union representative be present at any meeting when an employee is being disciplined by way of suspension or discharge.

7.03

Any formal disciplinary measure against an employee which is to form part of that employee's record shall be communicated to that employee and the Union.

7.04

The Company will not rely on a formal disciplinary measure (written or otherwise) against an employee where that employee has had no further disciplinary measures taken against him within the twenty-four (24) calendar months immediately following the specific disciplinary measure in question. If the employee has been subject to further discipline during that period, the entire disciplinary record remains on file until the expiration of the period of time that applies to the latest measure.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Agreement. It is mutually agreed that it is the spirit and intent of this Agreement to adjust grievances as quickly as possible.

An employee who believes that he may have a grievance shall first discuss the matter with his immediate supervisor. A shop steward may accompany the employee, if requested to do so by the employee. If a satisfactory answer or adjustment is not obtained within three (3) working days, the grievance will be dealt with under Step 1.

8.02

In the event of a grievance, the following shall be the procedure for the adjustment and settlement thereof:

Step 1: When a grievance arises, the employee(s) shall within seven (7) working days of the occurrence of such grievance provide in writing a copy of the grievance to his immediate supervisor. The grievance shall be submitted in writing on a grievance form which shall include:

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

Step 2: In the event the company does not respond or the grievance is not recorded as settled at Step 1 after seven (7) working days, the aggrieved employee and/or his shop steward shall submit the grievance to the Human Resources Manager within four (4) working days. Within thirty (30) days of receipt, HR and the Union shall meet to discuss the matter.

Step 3: In the event that a satisfactory settlement is not reached following the meeting outlined in Step 2, the dispute may, by written notice of either party to the other party, be referred to arbitration within ten (10) working days.

8.03

When a party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or facsimile, or other communication method as agreed, addressed to the other party of the Agreement, indicating the name of its nominee to arbitrate the grievance. Within fifteen (15) working days thereafter, the other party shall answer by registered mail or facsimile, or other communication method as agreed, acceptance of the nominee from the original party, or the name and address of an alternate appointee, to arbitrate the grievance.

If the parties are unable to agree on the selection of an arbitrator within thirty (30) working days of the last party's response, the Federal Minister of labour may be requested to appointment the arbitrator. The cost and\or expenses of such arbitration shall be borne equally by the company and the union.

8.04

Notwithstanding Article 8.02, any grievance concerning the discharge of an employee shall be submitted directly to the Human Resources Manager at Step 2, within ten (10) working days of the discharge.

8.05

Union grievances shall be submitted in writing within seven (7) working days of the occurrence of the grievance to the Human Resources Manager or his/her designate, whereas Company grievances shall be submitted in writing within seven (7) working days of the occurrence of the grievance to the Business Manager of IBEW, Local 37.

8.06

Any time limit mentioned under the grievance procedure shall exclude Saturdays, Sundays, Statutory Holidays and vacation or sick leave of the employee concerned and may be extended by mutual consent.

8.07

Employees shall suffer no loss of pay or other benefits while attending grievance meetings with the Company.

8.08

The Arbitrator shall not have the jurisdiction to subtract from, modify or amend the terms of this agreement. The sole function of the arbitrator shall be to interpret the meaning of the articles and to render a decision.

8.09

Any complaint or grievance which is not commenced or processed through to the next stage of the grievance or arbitration procedures within the time specified in the Agreement shall be deemed to have been dropped. However, the limits specified in the grievance procedure may be extended by the Company and the union, provided that such extension for any one grievance shall not be a waiver of the time limits for any subsequent grievances.

8.10

No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure within the times specified. Any and all time limits referred to under the grievance and arbitration procedures herein are mandatory, and may be extended only by written agreement between the Company and the Union.

8.11

It is agreed that a settlement of any grievance under the grievance procedure, prior to an arbitrated settlement, shall not be construed as a precedent and shall not be binding on either party in respect to any other grievance, unless approved by the Business Manager of the Union and the Director of Human resources for the Company.

ARTICLE 9 - HOURS AVERAGING 9.01

The nature of work in Television production necessitates that the hours of work of employees be irregularly distributed with the result that hours of work are to be averaged over a 26 week averaging period. The average hours of work per week for employees shall consist of 40 hours averaged over successive periods of 26 calendar weeks to be worked from Sunday to Saturday, inclusive.

9.02

Subject to 9.01, and calculated at the end of each 26 weeks, all time worked in excess of the hours specified shall be compensated at one and one half times the employee's regular rate.

9.03

Banking of overtime hours will be permitted as provided by Company policy and in compliance with the Canada Labour Code.

ARTICLE 10 - SERVICE

10.1 Service Defined

Service for full-time employees shall be defined as the length of an employee's continuous employment with the Company, beginning on the date of hire.

Company service shall be applied separately from part-time employees as a group distinct from full-time employees and defined as the length of an employee's continuous employment with the Company, beginning on the date of hire.

10.2 Acquisition of Service

New employees shall be on probation for the first 90 calendar days worked.

The Company may extend this probationary period up to a total of 180 calendar days worked. The employee and the Union shall be advised of such extension in writing, and the reasons thereof, prior to the end of the initial 90 day probationary period.

10.3 Probation Period

It is recognized that probation is a period during which the Company has the right to assess an employee to determine whether such employee is in the sole opinion of the Company acceptable for employment. It is therefore acknowledged that probationary employees may be released at the sole discretion of the Company during the probationary period without recourse to the grievance and arbitration procedure. Upon completion of the probationary period, service shall be effective from the original date of employment.

10.4 Service List

The company will provide a separate list for full-time and part-time employees showing the service of employees in each work area if requested. For the purposes of this agreement, the parties recognize the following areas: Bathurst (includes Caraquet), Edmundston, Fredericton (includes Minto), Miramichi, Moncton and Saint John (includes St. Stephen).

10.5 Loss of Service

An employee shall lose all service and the employee's employment shall be deemed to have terminated if he:

- (a) Voluntarily leaves the employ of the Company;
- (b) Is discharged and is not reinstated through the grievance procedure;
- (c) Fails to return to work upon completion of an authorized leave of absence (unless prior arrangement acceptable to both the employee and the Company has been made in writing for an extension of such leave) or utilizes a leave of absence for purpose other than those for which the leave of absence was granted;
- (d) Is laid off for twelve (12) months;
- (e) After notice of recall from lay off is sent by registered mail to his or hers last address on file with the Company, fails to advise the Company of their intention to return within five (5) working days following mailing of such notice or fails to return to work on the date and time specified in the notice.

10.6 Job Postings

The Company retains the right to fill its positions by appointment.

10.07

In the event that the Company determines that a vacancy is to be filled through a competition, the Company will post notice of the position on the Company's internal recruiting Web Page for a minimum of ten (10) working days. A copy of all postings shall be forwarded to the Union. Such notice shall set out the job classification, rate of pay, hours of work, and qualifications required for the job.

10.08

The Company will consider the ability and qualifications of the applicants for the job and where all of these factors are equal, as determined by the Company, service will be the deciding factor.

10.09 Lay-off and Recall

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff in a work area, affected employees shall be laid off in the reverse order of their service, provided that the employees to be retained have the required ability and qualifications to satisfactorily perform the available work, as determined by the Company.

10.10

Laid-off employees in a work area shall be re-called in the order of their service, provided that the employees to be recalled have the required ability and qualifications to satisfactorily perform the available work, as determined by the Company.

ARTICLE 11 – SEVERANCE

11.01

The Company will make every reasonable effort to provide comparable alternate employment to an employee whose position is being eliminated. If alternate employment cannot be found in the employee's region, the employee will be entitled to a lump sum payment equal to two (2) week's pay per year of service, to a limit of fifty-four (54) weeks.

11.02

The severance benefit will be paid out to an employee when he or she has exhausted his or her entitlements to the provisions of Article 10 of the Collective Agreement, after twelve (12) months have elapsed since his or her date of layoff and the laid off employee has not been rehired by the

Company or refused an offer of equivalent (full-time or part-time) employment from the Company.

The Company may offer the severance at any time during the 12 month recall period. Once the severance has been offered, the employee may accept it at anytime up until the expiry of the 12 months.

11.03

An employee who accepts severance pay shall have no further claim to employment with the Company.

ARTICLE 12 – VACATION

Vacation entitlement for Regular Full-time employees are as per Company policy (HR 4.6 Vacation) see appendix D for complete details.

ARTICLE 13 - HOLIDAYS

13.01

Statutory, floater and religious holidays are as per Company policy (HR 4.5 Statutory, Floater and Religious Holidays). See Appendix D for complete details.

ARTICLE 14 – LEAVES OF ABSENCE

14.01

Leaves of absence are as per Company policy (HR 1.4 Leaves of Absence and HR 1.5 Maternity and Parental/Adoption Leaves). See Appendix D for complete details.

ARTICLE 15 – MEALS

15.01

Business expenses (including meals) will be reimbursed in accordance with Company policy (Policy GEN 8 Business Travel and Expense Reimbursement). See Appendix D for complete details.

ARTICLE 16 - CLOTHING ALLOWANCE

16.01

Employees will be reimbursed for safety footwear in accordance with Company policy (HR 501 Company Uniforms/Safety Apparel). See Letter on intent in Appendix C and D for policy.

ARTICLE 17 - PAYMENT OF WAGES

17.01

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

17.02

If an employee is progressing and performing satisfactorily, the progress within the pay bracket will be one step per year to be adjusted on March 1 of each year. The company may award a second one-step increase at any time during the year if the company determines the employee's performance warrants it. The union agrees that no grievance shall be filed against the company for providing or failing to provide a second step increase.

17.03

If an employee is not granted their step increase or base pay increase, they shall have the right to request an interview with their supervisor to discuss the matter

17.04 Temporary Assignment

- (a) If an employee is temporarily assigned to a higher or lower job classification, the employee's rate of pay shall not be increased or reduced as the case may be unless such temporary assignment exceeds three (3) months.
- (b) Where an employee is assigned to a higher job classification in excess of three (3) months, he shall receive an acting premium of five (5%) of his regular pay, retroactive to start date of the temporary assignment. Payment of the premium will terminate when the employee concludes the assignment.
- (c) If it is known at the outset that the temporary assignment will exceed three (3) months, the acting pay premium will commence at the start date of the acting assignment and will terminate when the employee concludes the assignment.
- (d) To be eligible for an acting pay premium in accordance with (b) or (c) above, the employee must be asked to assume the full scope of a more senior position (minimum one grade above current position) and the employee will be held accountable for all aspects of the position.

17.05 Shift Differential

Employees who are required to work hours between 1:00am and 6:00am will be paid a shift differential of \$0.85 per hour. To be entitled to receive such payment, the employee must receive advance authorization to work such hours from his supervisor.

ARTICLE 18 - PENSION PLAN/BENEFITS

18.01

Employee benefits programs (including pension) and eligibility are as per Company policy (HR 4.1 Benefits and Pension – General Entitlement).

18.02

Short term disability benefits are as per Company policy (HR 4.4 Short Term Disability Plan).

ARTICLE 19 - CUSTOMS & CONDITIONS

19.01

The parties hereto agree that this Agreement is the entire agreement between them and supersedes any and all previous agreements, understandings, warranties or representations of any kind. Any matter not specifically dealt with herein shall not be the subject of a grievance or arbitration unless mutually agreed.

ARTICLE 20- DURATION OF AGREEMENT

20.01

This Agreement shall commence on January 1, 2017 and remain in force until December 31, 2019 and from year to year thereafter unless either party notifies the other not more than 120 days and not less than 30 days prior to the date of expiry, or anniversary of such date, of its intent to modify this Agreement. If notice of desire to modify the Agreement is given as specified above, a meeting shall be held within twenty days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

20.02

In witness whereof the parties hereto have caused this Agreement to be signed by their duly authorized representatives this 28 day of Feb., 2017.

For the Union



Claude Richard
Assistant Business Manager



Andre Arsenault
Producer, Bargaining Committee

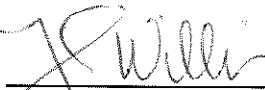


Joel Landry
Producer, Bargaining Committee

For the Company



Michael Goldsmith
Sr. Manager, Human Resources



Terri Willis
Supervising Producer



Alexander Carroll
Human Resources Advisor

APPENDIX “A” – WAGE RATES

Effective March 1, 2014

Step	3M	4M
4	\$15.89	\$ 20.24
5	\$16.46	\$20.96
6	\$17.03	\$21.69
7	\$17.60	\$22.40
8	\$18.13	\$23.13
9	\$18.70	\$23.85
10	\$19.27	\$24.57
11	\$19.84	\$25.29
12	\$20.41	\$26.01
13	\$20.98	\$26.73
14	\$21.55	\$27.45
15	\$22.12	\$28.17
16	\$22.69	\$28.89

3M: Associate Producer, Host, Master Control Operator, Traffic Services.

4M: Master Control Coordinator, Mobile Producer, Producer, Video Technician.

Notes:

Step Progression progress is outlined in Article 17.02 and 17.04.

APPENDIX “B” – TEMPORARY EMPLOYEES

1. The provisions of this Appendix “B” shall apply to all temporary employees for whom the Union is the bargaining agent who work at least 50 hours per month on a regular and recurring basis. The other provisions of the Collective Agreement shall apply to such employees, except as specifically provided for or modified by this Appendix “B”. This Collective Agreement does not apply to temporary employees who work less than 50 hours per month on a regular and recurring basis.

(It is understood and agreed that all temporary employees who have been covered by the previous Collective Agreement will continue to be so covered, notwithstanding the provisions of paragraph 1 of Appendix “B” outlined above.)

2. Articles 7, 10, 11, 16, 18 and Appendix A shall not apply to temporary employees.

3. Temporary employees will be given full consideration by the Company when filling job vacancies. The Company will consider the ability and qualifications of the applicants for the job and where all of these factors are equal, as determined by the Company, temporary employees will be given preference over outside applicants.

4. When a temporary employee becomes employed as a regular full or part-time employee, upon completion of the probationary period, service shall be effective from the original date of employment as a temporary employee.

5. The wage rates applicable to temporary employees shall be as follows

Salary Grade	Rate
3M	\$15.89
Associate Producer Host Master Control Operator Traffic Services	
4M	\$20.24
Master Control Coordinator Mobile Producer Producer Video Technician	

6. Nothing in this Agreement shall prevent a temporary employee and the Company from agreeing to terms and conditions of employment (including wage rates) in excess of the minimum provisions of this Agreement.

7. In the event that the Company decides to extend the employment of a temporary employee beyond the specific term or project, it will notify the Union in advance.

APPENDIX "C" – LETTERS OF INTENT

The Letters of Intent included in this booklet are for information purposes only and are not part of the Collective Agreement.

1. Safety Boots

For the purposes of Company Policy HR 501 Company Uniforms/Safety Apparel, the amount of reimbursement for safety boots will be a maximum of \$170 annually for eligible employees.

2. Call In-Call Back

The Company confirms that it will continue to follow existing policy/practice with respect to call in-call back of employees. An employee who is asked to return to work following the end of his/her regular shift (or on his / her scheduled day off) shall be paid a minimum of four (4) hours at his/her regular hourly rate.

3. Labour Management Meetings

The parties agree to conduct **at least one (1) and** up to two (2) labour management meetings per contract year to be scheduled at the request of either party at a time mutually agreeable to both parties. The company agrees to allow two (2) employee representatives attend these meeting, subject to operational requirements.

4. Union Negotiating Team

The Company agrees to release and pay up to two (2) employees for up to two (2) days each, who are members of the union Negotiating Committee, for time spent negotiating the renewal of a collective agreement with the company during their normal work day, but not pay overtime or expenses. The parties agree to share equally any facility costs incurred for this process. Additionally, the Company agrees to release and pay up to two (2) employees for one (1) day each bargaining preparation.

5. Employees who are at top step in accordance with appendix A prior to march 1st of a given year will be eligible, subject to maintaining satisfactory performance, for a one-time lump sum payment based on current salary as per the following schedule:

March 1, 2017	March 1, 2018	March 1, 2019
2.0%	2.0%	2.0%

APPENDIX “D” – COMPANY POLICIES

Policies

The following policies included in this booklet are for information purposes only and are not part of the Collective Agreement between the Company and the Union. The Company reserves the right to alter, amend or modify these policies at its discretion, as circumstances warrant.

HR 1.4 Leaves of Absence

Effective Date :
September 07, 2016
Last Review Date :
September 07, 2016
Supersedes : April 1, 2016
Applicable to : All Subsidiaries and Divisions of the Company
Issuing Department : Human Resources
Category : Human Resources

Refer to the Definitions Table at the end of the policy for detailed descriptions of defined terms.

POLICY STATEMENT

Rogers Communications Inc. and its subsidiaries (the “Company”) is committed to providing Leaves of Absence for employees without negative impact on their employment status or opportunities with the organization and in accordance with applicable Canadian federal and provincial employment legislation. The Company provides a number leave types for employees and understands that situations can and will arise that may call for a leave.

Employees who are covered by a union or association will be subject to the terms and provisions of the applicable collective agreement.

ELIGIBILITY

All regular employees (see [HR 2.2 Employment Classifications](#)) are eligible for the leaves listed. All other employees are eligible for Bereavement Leave, Compassionate Leave, Leave Related to Critical Illness, and Leave Related to Death or Disappearance.

DOS

Employees

1. DO submit your request for a leave in writing and provide any supporting documents to your manager at least four (4) weeks in advance of the start of the leave, if possible.
2. DO use any vacation and/or banked overtime prior to starting your leave.
3. DO ensure that you contact your manager at least two (2) weeks prior to your scheduled return from leave, if possible.

Managers

1. DO ensure appropriate authorizations are obtained for all leaves.
2. DO ensure that leaves of less than two (2) pay periods are accurately recorded in the Rogers Time and Attendance system.
3. DO complete an online myHR Leave transaction for any leave greater than two (2) pay periods.

DON'TS

Employees

1. DO NOT accept employment with a non-Rogers company while on a leave.

LEAVE TYPES

Refer to the table below for all leave types and their respective definition:

Type	Definition
General Leave of Absence	<p>An authorized absence from work, without pay, for a period of twelve (12) months or less, taken for any of the following personal reasons: Education; Travel; Family Care; and/or Sabbatical.</p> <p>General Leaves of Absence do not include illness or injury, or any of the following authorized leaves from work: Maternity and Parental/Adoption Leave (see Policy HR 1.5); Short-Term Disability (see Policy HR 4.4); Long-Term Disability (see Policy HR 4.2); Bereavement Leave (see section below); Compassionate Leave (see section below); Jury Duty/Witness Leave (see section below); Leave Related to Critical Illness (see section below); Leave Related to Death or Disappearance (see section below); or Military Reservist Leave (see section below).</p>
Bereavement Leave of Absence	An authorized absence from work, with pay, for regularly scheduled working days that occur within three (3) consecutive days of the death of an Immediate Family member.
Compassionate Leave of Absence	An authorized absence from work, without pay, to provide care prior to the expected death of an Immediate Family member for a period of up to twenty-eight (28) weeks.
Family Medical/Family Responsibility/Emergency Leaves	An authorized absence from work, without pay, for employees to provide emergency care for certain family members, as stipulated by the Ministry of Labour in some provinces. Times and regulations vary per province in accordance with provincial legislation.
Jury Duty/Witness Leave of Absence	An authorized absence from work, with pay, to fulfill a legal obligation to serve on a jury and/or to honour a subpoena.
Leave Related to Critical Illness	An authorized absence from work, without pay, for an employee who is a parent to provide care or support to a critically ill child for a period of up to thirty-seven (37) weeks.
Leave Related to Death or Disappearance	An authorized absence from work, without pay, for an employee who is a parent of a child: Who has died as a result of a crime – for a period of up to one hundred and four (104) weeks; or Who has disappeared as a result of crime – for a period of up to fifty-two (52) weeks.
Military Reservist Leave of Absence	An authorized absence from work, without pay, for an employee who is a member of Canada’s Reserve Force to undergo training for up to fifteen (15) days or to participate in military activities for a required amount of time.

LEAVE DETAILS

All leaves of absence are to be taken only for the purpose that was stated at the time of the request. Misuse of any type of leave of absence may result in termination of employment.

General Leaves of Absence

1. A General Leave of Absence is intended to be used for personal reasons and may be authorized with the following factors being considered:
 - a. The reason for the leave;
 - b. The duration of the leave;
 - c. The impact of the leave on the Company's operation;
 - d. The length of your service (must exceed one (1) year); and
 - e. Your performance.
2. Vacation (scheduled or unscheduled, depending on the situation) and banked overtime must be used prior to taking a General Leave of Absence. Managers should contact the myHR Support Centre to confirm outstanding vacation balances.
3. While the Company is not obligated to reinstate you to your former position upon your return from an authorized General Leave of Absence, an attempt will be made to do so, or to offer you a comparable position with the same wages, benefits, and general geographic location.

Bereavement Leave of Absence

4. You are eligible for up to three (3) consecutive days of Bereavement Leave upon the death of an Immediate Family member. If these are regularly scheduled working days, they will be paid. Should the absence require special consideration such as travel, a maximum of five (5) days may be paid.
5. Exceptions must be approved by two (2) levels of management, including one (1) at the Vice President level. Managers should speak with Human Resources to determine the duration of any Bereavement Leave extension.

Compassionate Leave of Absence

6. You may be required to provide documentation from a qualified medical practitioner if requested by the Company in writing within fifteen (15) days of your scheduled return to work from a Compassionate Leave of Absence. The documentation must state that a member of your Immediate Family has a serious medical condition with a significant risk of death within 26 weeks.
7. You may be eligible for Compassionate Care benefits under Employment Insurance (EI) regulations. Contact your local Service Canada office for further information regarding eligibility and the application process.
8. You will be reinstated to your former position, or be given a comparable position in the same general geographic location, and with the same wages and benefits, upon your return from a Compassionate Leave of Absence.

Family Medical/Family Responsibility/Emergency Leaves – Provincially Regulated Businesses

9. If you are in a provincially regulated line of business located in provinces with Medical, Family Responsibility and/or Emergency Leave, you are eligible for leave in accordance with provincial legislation.

Jury Duty/Witness Leave of Absence

10. If you are a regular employee and have been either selected for jury duty or subpoenaed as a witness, you are eligible for an authorized leave of absence with pay. If you are a temporary employee, the authorized leave will be without pay.
11. If you're required to appear in court for the Company, you will be paid as a normal work day, including overtime, and will be reimbursed for travel expenses in accordance with Policy [GEN 8 Business Travel & Expense Reimbursement](#). You must provide a copy of the subpoena to your manager prior to the end of the pay period.
12. You may be asked to provide the court with your manager's name and address in order that the court may send the attendance record verifying the days attended in court. You must work any regularly scheduled days if you're not required to be in court.
13. You will be reinstated to your former position, or be given a comparable position in the same general geographic

location (with the same wages and benefits), upon your return from authorized Jury Duty/Witness Leave of Absence.

Leave Related to Critical Illness/Leave Related to Death or Disappearance

14. If you are a legal parent, an adoptive parent, a person with whom a child was placed for the purpose of adoption, or have legal custody or guardianship of a child where that child is under 18 years of age and is critically ill or has died or disappeared as a result of a crime, you are eligible for an unpaid Leave Related to Critical Illness or a Leave Related to Death or Disappearance.

15. Contact your HR Manager for additional information relating to this leave.

Military Reservist Leave of Absence

16. If you are a member of Canada's Reserve Force and are required to undergo training or participate in military activities, you are eligible for a Military Reservist Leave of Absence. You may be required to provide documentation from the Reserve Force before being approved for this leave.

17. You will be reinstated to your former position, or be given a comparable position in the same general geographic location, and with the same wages and benefits, upon your return from an authorized Military Reservist Leave of Absence.

Payments for Commissioned Employees on an Authorized Paid Leave of Absence (i.e., Bereavement/Jury Duty/Witness Leave of Absence)

18. If you are paid, in whole or in part, by commissions, your compensation for any paid leave of absence will be based on your Annual Base Benefit Rate (ABBR).

All Leaves of Absence

19. Group Benefits coverage during an approved leave of absence may continue according to [Exhibit A – Leave Eligibility, Benefits & Notice Requirements](#). If you choose to discontinue or waive any optional benefits, you must contact the myHR Support Centre prior to the leave. Reinstatement of lapsed Group Benefits will require an application under the late entrant process (see Policy [HR 4.1 Group Benefits and Wealth Accumulation – General Eligibility](#)) and is subject to the approval of the insurance carriers, as applicable.

20. Group Benefits policies will not allow continuation of coverage for you and/or your dependents if you take on alternate employment while on an approved leave of absence.

21. Participation in the Rogers Pension Plan, the Employee Share Accumulation Plan (ESAP), the Global RRSP and the Rogers TFSA will continue uninterrupted during an approved leave of absence with or without pay, provided that you continue to contribute (where applicable) during the course of your leave.

22. Your credited service for service awards will not be impacted while you are on an approved leave of absence; however, paid vacation time accumulation depends upon each specific leave (see [HR 4.6 Vacation – Exhibit B Leaves of Absence](#)).

23. Upon your written request, your manager will inform you of training or promotional opportunities that arise during the leave period.

24. If you are scheduled for a performance review during an authorized leave of absence, the review must occur within ninety (90) days after your scheduled return to work. You will be considered for any salary increases occurring during the authorized leave for which you would otherwise have been eligible. Any salary increase will be applied upon your return to active work.

MONITORING

It is the responsibility of the Chief Human Resources Officer (or delegate) to interpret this Policy, as required, and to

ensure that it is implemented throughout the Company. Exceptions to this Policy requires that person's prior approval.

DEFINITIONS

Annual Benefits Base Rate (ABBR)	The annual earnings used for salary-based benefits and the hourly rate used for compensation paid during specified non-selling working hours for employees who are being compensated in whole or in part by commission. ABBR is based on your prior year's T4 earnings minus bonus, overtime, taxable benefits, and other earnings deemed not applicable. If you have been in a job for less than one (1) year, your ABBR is based on your sales target.
Base Pay	Your regular salary as of the last day worked. Payments for car allowance and other additional earnings are not considered base pay and are not included in the calculation of benefits. These additional payments are discontinued during a leave of absence. For commissioned employees, the ABBR rate is used.
Common-Law Partner	A common-law partner is a person of the same or opposite sex who has been cohabitating with you in a conjugal relationship for at least one (1) year.
Immediate Family – Bereavement Leave of Absence	For the purposes of a Bereavement Leave of Absence, immediate family members are defined as your: Spouse or common-law partner; Father, mother, or the spouse/common-law partner of your father or mother; Children or children of your spouse/common-law partner; this includes adopted children; Grandchildren; Brothers and sisters (including step, in-law, and the brother/sister of your spouse/common-law partner); Grandfather or grandmother; Father or mother of your spouse/common-law partner, or the spouse/common-law partner of your spouse/common-law partner's father or mother; Any other relative permanently residing in your household or with whom you reside (e.g. aunt, uncle).
Immediate Family – Compassionate Leave	For the purposes of Compassionate Leave, immediate family members are defined as your: Spouse or common law partner; Father, mother, or the spouse/common-law partner of your father or mother; Children or children of your spouse/common-law partner; this includes adopted children; Grandchildren; Brothers or sisters (including step, in-law, and the brother/sister of your spouse/common law partner); Grandfather or grandmother; Father or mother of your spouse/common-law partner, or the spouse/common-law partner of your spouse/common-law partner's father or mother; Any other person defined as a "family member" under the Employment Insurance Regulations for Compassionate Care Leave.

HR 1.5 Maternity and Parental / Adoption Leave

Effective Date :
April 01, 2016
Last Review Date :
April 01, 2016
Supersedes : July 1, 2015
Applicable to : All Subsidiaries and Divisions of the Company
Issuing Department : Human Resources
Category : Human Resources

POLICY STATEMENT

Rogers Communications Inc. and its subsidiaries (the "Company") will adhere to the applicable Canadian federal and provincial legislation related to Maternity and Parental/Adoption Leaves for Canadian employees. The Policy items are based on federal legislation however all employees will be granted Maternity, Parental or Adoption Leaves in compliance with applicable legislation as outlined in [Exhibit A - Leave Eligibility and Notice Requirements](#).

Employees who are covered by a union or association will be subject to the terms and provisions of the applicable collective agreement.

DOS

Employees

1. DO complete and submit the required documentation within the established timeframe.
2. DO provide your manager with a written request at least four (4) weeks in advance of the leave date. Requests provided with less than four (4) weeks' notice are only acceptable with valid reasons such as unexpected early delivery.
3. DO provide your manager notice at least four (4) weeks in advance if you intend to change your expected return date.
4. DO contact your manager two (2) weeks in advance confirming your return to work.

Managers

1. DO ensure due diligence in administering processes such as job reassignment.
2. DO complete the online myHR Leave and Return from Leave transaction processes in a timely manner.
3. DO ensure absences are accurately recorded via the applicable Rogers Time and Attendance system.
4. DO confirm your employee's expected return to work to ensure access to workspaces and systems are reactivated if required.

DON'TS

Employees

1. DO NOT accept employment with a non-Rogers company while on a Maternity and/or Parental/Adoption Leave.

LEAVE DETAILS

Maternity and/or Parental/Adoption Leaves are not compulsory. You are not required to take a leave of absence unless they are unable to perform the essential functions of their job and no alternative job is available.

Misuse or misrepresentation of any type of Leave of Absence may result in termination of employment.

Important Considerations

Payment of Maternity and/or Parental/Adoption benefits is provided by the Federal Employment Insurance program for all provinces and territories in Canada (with the exception of Quebec). Eligibility and leave durations vary by province. Please refer to the applicable government website for more information on the provincial regulations pertaining to eligibility and leave duration.

Short-term Disability or Long-term Disability due to Pregnancy

Employees may be eligible for Short-term Disability benefits prior to the certified start date of the Maternity Leave and/or during their Maternity Leave if the disability is related to the pregnancy, childbirth, or recovery from childbirth. Employees on Maternity Leave are not entitled to Short-term disability benefits while receiving Employment Insurance (EI) benefits. For eligibility and additional information see Policy [HR 4.4 Short-term Disability](#).

Employees may be eligible for Long-Term Disability (LTD) benefits for the health-related portion of the leave if appropriate medical documentation can establish you are unable to work for health reasons related to pregnancy, childbirth, or recovery from childbirth. LTD benefits would be payable for the health-related portion of the leave after the employee has been continuously disabled throughout the elimination period. LTD benefits will not be paid during any period in which the employee is in receipt of Maternity, Parental & Adoption Leave Benefit payments from the Company. For eligibility and additional information see Policy [HR 4.2 Long-term Disability](#).

Job Re-Assignment and Modification

Employees who are pregnant or nursing may request that the Company to modify their job functions or re-assign them to another job if, by reason of the pregnancy or nursing, continuing any of the current job functions may pose a risk to their health or to that of the fetus or child. Requests for accommodations must be supported by appropriate documentation from a qualified medical practitioner and will follow the process in [HR 4.3 Workplace Accommodation](#).

If the risk posed by continuing any of your job functions so requires, you may obtain a paid Leave of Absence pending the job modification, re-assignment, or upon being informed in writing of the Company's conclusion that it is not reasonably practicable to modify your job functions or to re-assign you. Before considering an unpaid Leave of Absence, versus reassignment or modification, the Company will consider the following factors:

- The availability of an appropriate re-assignment or modification;
- the effect the re-assignment or job modification will have on you and the Company's operations;
- The Company's commitment to ensuring that no other employee shall be laid off as a consequence of a job modification or re-assignment of a pregnant or nursing employee; and
- The Company's commitment to ensuring that you shall incur no reduction in salary and/or benefits.

Employment, Promotions and Training

During a Maternity and/or Parental/Adoption Leave, employees are entitled to receive information pertaining to employment, promotion, or training opportunities. To obtain this information, employees must submit a request, in writing, to their manager, specifying that they would like to be kept informed of all opportunities that occur during their Leave. The information will be provided from the date the manager receives the request until the end of the approved Leave.

Changes in Wages and Benefits

Salary and other payments (i.e. car allowances) will be discontinued for the duration of the Maternity Leave and/or Parental/Adoption Leave. Employees' employment seniority, full vacation entitlement and full paid vacation time will continue to accumulate.

An employee will be considered for any departmental or Company-wide salary increases occurring during the Leave, for which he/she would otherwise have been eligible. During the performance period in question, such consideration will include the employee's job performance and the duration of the Leave. Any salary increase will be applied upon an employee's active return to work.

If an employee is eligible to be paid a bonus and/or incentive pay within the fiscal year in which the Leave occurred, the employee will receive the earnings when payments are regularly made, on a pro-rated basis for the period of time in which the employee was actively at work.

Group Benefits and Wealth Accumulation

If you choose to add a child to your Group Benefits coverage, you must complete the online process within 90 days of the date of birth or of the day in which the child comes into your care and custody. Applications received after 90 days will be considered a late entrant and are subject to the Late Applicant process as outlined in [HR 4.1 Group Benefits & Wealth Accumulation – General Eligibility](#). In this case, the insurance carrier will require the employee to complete and submit Evidence of Insurability (statement of good health). Based on this information, the carrier may approve or deny extended health coverage and will impose a 12 month restriction to dental benefits.

You are responsible for any premium costs for non-payment or if you do not contact the Rogers myHR Support Centre to waive optional benefits. The full amount owing will be taken off your first pay cheque upon your return to work. The Company reserves the right to terminate your Group Benefits coverage at any time if you fail to make payments as outlined in [HR 4.1 Group Benefits & Wealth Accumulation – General Eligibility](#).

Maternity, Parental & Adoption Leave Benefit Payments

The Company provides Leave benefit payments for new parents outlined in [Exhibit B - Maternity, Parental & Adoption Leave Benefit Payments](#) provided documentation verifying receipt of EI/QPIP benefits is submitted to the Rogers myHR Support Centre.

Return to Work

When you return from a Maternity and/or Parental/Adoption Leave, you must be re-instated to your former position, unless the former position is no longer available for a valid reason. In this event, you will be offered a comparable position with the same wages and benefits, and in the same general geographic location.

MONITORING

It is the responsibility of the Chief Human Resources Officer (or delegate) to interpret this Policy, as required, and to ensure its implementation throughout the Company. Exceptions to this Policy require his/her prior approval.

DEFINITIONS

<p>Annual Base Benefit Rate (ABBR)</p>	<p>The annual earnings used for salary-based benefits and the hourly rate used for compensation paid during specified non-selling working hours for employees who are being compensated in whole or in part by commission. ABBR is based on an employee's prior year's T4 earnings minus bonus, overtime, taxable benefits and other earnings deemed not applicable. For employees in a job for less than one year, their ABBR will be based on their sales target.</p>
<p>Base Pay</p>	<p>Base pay is an employee's regular salary as of the last day worked. Payments for car allowance and other additional earnings are not considered base pay and are not included. These additional payments are discontinued during Maternity and Parental/Adoption leave. For commissioned employees the ABBR rate will be used.</p>
<p>Qualified Medical Practitioner</p>	<p>A person entitled to practice medicine in one of the provinces in Canada.</p>

HR 4.1 Benefits and Investments - General Eligibility

Effective Date :

April 01, 2016

Last Review Date :

April 01, 2016

Supersedes : July 1, 2015

Applicable to : All Subsidiaries and Divisions of the Company

Issuing Department : Human Resources

Category : Human Resources

Refer to the Definition Table at the end of the policy for detailed descriptions of defined terms.

POLICY STATEMENT

Rogers Communications Inc. and its subsidiaries (the "Company") provides comprehensive employee Group Benefits & Wealth Accumulation Programs designed to promote the well-being and financial security of employees and their immediate families.

Employees who are covered by a union or association will be subject to the terms and provisions of the applicable collective agreement.

If there is a conflict between this policy and the Group Benefits contract, the Plan text of the Rogers Pension Plan, the Employee Share Accumulation Plan (ESAP), the Global Registered Retirement Savings Plan (Global RRSP), or Rogers Tax-free Savings Account (Rogers TFSA), the official contract and/or plan text will be deemed correct.

ELIGIBILITY

All regular employees (see Policy [HR 2.2 Employment Classifications](#)) are entitled to participate in the Group Benefits and Wealth Accumulation Programs. Employees must be covered by a provincial health plan or equivalent and reside in Canada to be eligible for the Group Benefit Program.

DOS

1. DO review all plan materials and ensure any applications and documentation required of you are accurate and complete.
2. DO complete the Group Benefits enrolment process within 31 calendar days of eligibility.
3. DO update any life events in myHR within the timelines provided in the Group Benefits section below. Note that the timelines for coverage changes differ based on the event.
4. DO submit Extended Health and Dental claims to the plan administrator no later than 90 days following the calendar year in which the expense was incurred. For example, a claim incurred on December 31 must be submitted by March 31 (March 30 in leap years) the following year.
5. DO designate a beneficiary for your Basic Life, AD&D, Optional Life insurance coverage, and/or Wealth Accumulation Program.

OUR PROGRAMS

Employee Discount, Group Benefits, & Wealth Accumulation Programs form part of the total rewards package available to eligible employees. Employees are eligible to participate in the Group Benefits and Wealth Accumulation Program according to the timelines outlined in [Exhibit A – Benefit Programs and Eligibility](#).

Employee Discount

The Employee Discount Program is available to eligible employees with access to a full range of Company products and services available. For additional information refer to [HR 5 Employee Discount Program](#).

Group Benefits

Once eligible, participation is mandatory for all Group Benefits; however, opting out of Extended Health and/or Dental is permitted if an employee has proof of alternative coverage which must be provided during the enrolment process. Full-time employees may participate in the Optional Life Insurance program on a voluntary basis.

Additional details for Group Benefit coverage can be reviewed in the Group Benefit Handbook on myHR.

Group benefit premiums (excluding Short-Term Disability) are based on the employee's Base Pay for full-time employees, on a flat coverage rate for part-time employees, and on ABBR for commissioned employees. Premium costs are shared as outlined in [Exhibit A – Benefit Programs and Eligibility](#).

Employees are automatically assigned single coverage in the Extended Health and Dental plans upon eligibility. Employees wishing to cover their dependents must select family coverage, for Extended Health and/or Dental, during the 31-day enrolment period. If both an employee and his/her spouse work at Rogers, and if both are eligible for participation in the Group Benefits Program, both may apply for family coverage to maximize coverage for Extended Health and/or Dental benefits.

You may make changes to your coverage within 31 days of a life event. If you do not complete the enrolment change process within 31 calendar days of the date of the life event you will require an application under the Late Entrant process which includes providing Evidence of Insurability. Note that the timeline for coverage changes related to birth and/or adoption of a child(ren) is 90 days.

Wealth Accumulation Programs - Pension Plans

Defined Benefit (DB) Pension Plan

The DB plan remains open to new enrollments until June 30, 2016. Employees enrolled in the DB Plan will continue to earn a pension benefit according to the plan terms.

DB Plan membership cannot be terminated while still employed with Rogers. Membership may be suspended under certain conditions. Please consult the plan booklet for further details.

Defined Contribution (DC) Pension Plan

Participation in the DC Plan is voluntary except for provincially-regulated employees in Manitoba. An employee may elect to join the plan at any time after completing three (3) months of continuous service with Rogers and must complete the enrolment process to become a plan member. Membership commences on the first payroll cycle following receipt of the completed enrolment information.

Employees are eligible to change their contribution level at any time. DC Plan membership cannot be terminated while still employed with Rogers. Membership may be suspended under certain conditions. Please consult the plan booklet for additional details.

Participation in Rogers Pension Plans will end the earlier of: the date of resignation, retirement, or the end any statutory notice period noted in an employment termination letter. No additional pension-related compensation will be due to an employee upon termination of employment.

Wealth Accumulation Programs - Savings Plans

Participation in the ESAP, Global RRSP, and Rogers TFSA is voluntary at any time after completing three (3) months of continuous services with Rogers. An employee may elect to join any of the plans prior to eligibility (see [Exhibit A – Benefit Programs and Eligibility](#)); however, contributions will only commence once the eligibility criteria has been satisfied. Employees may select their contribution levels online and may change contributions at any time. Participation in the plans ceases upon termination of employment.

Employees are eligible to select and change their contribution levels online at any time. Participation in these plans will end the earlier of: the date of resignation, retirement, or at the end of any statutory notice period noted in an employment termination letter.

MONITORING

It is the responsibility of the **Chief Human Resources Officer (CHRO)** or designate to interpret this Policy and ensure that it is implemented throughout the Company. Exceptions to this Policy require his/her prior approval.

DEFINITIONS

Annual Base Benefit Rate (ABBR)	The annual earnings used for salary-based benefits and the hourly rate used for compensation paid during specified non-selling working hours for employees who are being compensated in whole or in part by commission. ABBR is based on an employee's prior year's T4 earnings minus bonus, overtime, taxable benefits and other earnings deemed not applicable. For employees in a job for less than one year, their ABBR will be based on their sales target.
Base Pay	Base pay is an employee's regular salary as of the last day worked. Payments for car allowance and other additional earnings are not considered base pay and are not included in any benefits calculation. .
Beneficiary	<p>A person designated as the recipient of proceeds or benefits in an insurance policy or pension plan.</p> <p>For the purpose of the Group Benefits Program, should the beneficiary be a minor child, a trustee designation is recommended (not applicable in Quebec). If the employee resides in Quebec and designates their spouse as a beneficiary, the designation is irrevocable unless specifically indicated as revocable on the enrolment form.</p> <p>For the purpose of Pension Plans, if an employee has an eligible spouse (as defined by applicable pension legislation) at the time a determination of marital status is required (i.e. at termination, retirement or death), the eligible spouse has priority as a beneficiary even if someone else has been named, unless his/her spouse waives this right in writing.</p>
Child	<p>For the purpose of the Group Benefits Program, a Child is defined as: The natural, legally adopted, or step child of the employee or spouse, who is unmarried, is not engaged in active employment, is dependent on the employee or their spouse for financial support, and is under age 22; unless the child is: Under age 25 (26 in Quebec), and enrolled as a full-time student at an accredited educational institution which provides a recognized certificate of accreditation on completion; or Incapable of financial self-support due to mental or physical infirmity commencing prior to attaining the stated limiting age. Satisfactory proof of such infirmity is to be submitted upon request.</p>
Evidence of Insurability	A statement of health which must accompany the application for Optional Life insurance and for enrolment as a late entrant for Extended Health. Optional Life Insurance and Extended Health coverage will not become effective until the insurance carrier approves the application.

	<p>Note: If approved as a late entrant for Dental coverage, total coverage per insured is capped at \$150 for the first 12 months in the plan.</p>
Late Entrant	<p>For the purpose of the Group Benefits Program, Late Entrant is defined as: An employee who does not apply for coverage for themselves or their dependent(s) within 31 calendar days of eligibility (90 calendar days for a newborn or adopted child); or An employee who previously elected to waive participation (Extended Health and/or Dental only) due to alternative coverage and who seeks to enrol while the alternative coverage is still in effect.</p>
Spouse	<p>For the purposes of the Group Benefit Program, Spouse is defined as: An individual to whom the employee is legally married; The employee's common-law spouse who is an individual of either sex, with whom the employee has been cohabiting for a period of at least 12 months, and who the employee publicly represents as his/her spouse; or The employee's former spouse (divorced/ex-common-law) for whom some of the benefits available under the Group Benefits Programs are mandated by court order.</p> <p>Note: Employees can only cover one spouse at a time under the Group Benefits program</p> <p>For Pension plan purposes, the definition of an eligible spouse varies depending on the applicable pension legislation in place at the time a determination of marital status is required.</p>

HR 4.4 Short-Term Disability

Effective Date :

July 01, 2015

Last Review Date :

July 01, 2015

Supersedes : October 28, 2014

Applicable to : All Subsidiaries and Divisions of the Company except the Shopping Channel

Issuing Department : Human Resources

Category : Human Resources

SCOPE

This policy establishes the position of Rogers Communications Inc. and its Canadian subsidiaries (the "Company") with respect to the Company's Short-term Disability (STD) Plan for Canadian employees.

If there is a conflict between this policy and a collective agreement, the terms and provisions of the collective agreement apply to employees covered by the collective agreement.

PURPOSE

The purpose of the Company's STD Plan is to provide eligible employees with income during periods when they are unable to work due to a non-occupational illness or injury. Payments are conditional based on the Company being satisfied through recommendations of the Third Party Disability Adjudicator that the absence is supported by appropriate medical information. The Company reserves the right to request medical evidence to substantiate absences and to withhold disability income until benefit eligibility is verified. The company relies on the Third Party Disability Adjudicator to review all objective medical information related to the employee absence and to render decisions in respect of the employee's eligibility for benefits.

If there is a conflict between this policy and the Group Benefit contract, the official contract and/or plan text will be deemed correct.

DEFINITIONS

Annual Benefit Base Rate (ABBR)

The annual earnings used for salary-based benefits and the hourly rate used for compensation paid during specified non-selling working hours for employees who are being compensated in whole or in part by commission. ABBR is based on an employee's prior year's T4 earnings minus bonus, overtime, taxable benefits and other earnings deemed not applicable. For employees in a job for less than one year, their ABBR will be based on their sales target.

Base Pay

Base pay is an employee's regular salary. Payments for car allowance and other additional earnings are not considered base pay and are not included in the calculation for benefits. These additional payments are discontinued during STD. For commissioned employees the ABBR rate will be used.

Short-term Disability and Short-term Illness

A state of disability resulting from non-occupational bodily injury, disease, or illness that prevents employees from engaging in their own occupation and from performing work for remuneration.

ELIGIBILITY

Eligibility for income replacement benefits for Regular Full-time employees (excluding employees of The Shopping Channel) with greater than three (3) months of service through the STD plan is dependent on the employee's provision of sufficient information to satisfy the Company (or Third Party Disability Adjudicator) that they are disabled from performing the essential duties of their occupation, and/or any reasonable duties provided by the Company while under the care of a licensed medical physician and participating in active treatment.

Where employment is terminated without cause, eligibility for Short-term Disability will cease on the last day of any period of notice of termination of employment to which an employee may be entitled under any applicable legislation.

RESPONSIBILITY

It is the responsibility of:

1. The **Chief Human Resources Officer (CHRO)**, or designate, to interpret this policy and ensure that it is implemented throughout the Company; exceptions to this policy require his/her prior approval.

2. **Rogers Disability Management Team** to:

- Monitor the administration of this policy and advise Human Resources as appropriate; and
- Manage the relationship and the requirements of the Third Party Disability Adjudicator.

3. The **Abilities & Reintegration Consultant (ARC)** to:

- Facilitate the completion of a return to work plan; and
- Provide consultative support to line management and Human Resources.

4. The **Human Resources department** to consult with the Disability Management Team to assist in the management of the employee's absence from work, up to and including full reintegration.

5. **Direct Managers** to:

- Inform the Third Party Disability Adjudicator of disability-related absences exceeding three (3) consecutive scheduled work days;
- Execute on all actions as directed by the Third Party Disability Adjudicator, Human Resources, the Disability Management Team and/or the ARC;
- Ensure the absence is recorded and approved through the Rogers Time & Attendance process;
- Consult with their Human Resources Business Partners and/or the ARC regarding lengthy absences and complex situations;
- Maintain regular contact with the absent employee;
- Participate in establishing a return to work plan with the ARC and Human Resources;
- Schedule a return-to-work date with the employee and execute a return-to-work plan if the employee returns, but is not able to perform his/her regular duties on a full-time basis; and
- Inform the Third Party Disability Adjudicator, and engage the ARC, if the employee does not follow the return to work plan.

6. **Employees** to:

- Notify their immediate manager immediately, or as soon as possible, if they are unable to report for work due to an illness or injury, unless circumstances prevent them from doing so. It is important that the manager be notified prior to the start of the shift so that alternate staffing arrangements can be made;
- When requested and required, submit medical information to the Third Party Disability Adjudicator as directed; and
- Maintain regular contact with their manager/supervisor during the absence, including advising their manager of the

return-to-work date; employees are to inform their manager in advance of the scheduled return-to-work date if they are unable to return to work on the scheduled date.

POLICY

It is the policy of the Company that:

1. The STD Plan provides income replacement benefits to employees with non-work-related disability absences. Work-related disabilities may be covered under this plan if the employee is not covered under the applicable provincial workers' compensation legislation.
2. The STD benefit provided to eligible employees is at least equal to the income benefits provided by Employment Insurance (EI).
3. Where an employee is absent on a supported Short-term Disability Leave, which is expected to be of a short duration, their position may be held for them. Where business circumstances make holding the position impossible, every reasonable effort short of undue hardship will be made to place the employee in a comparable position upon their return.
4. In situations where an employee has a high number of absences and there is no evidence the situation will improve, the Company reserves the right to permanently replace that employee's position and terminate the employment relationship.
5. Where the duration of the absence exceeds three (3) consecutive scheduled work days, both full-time and part-time employees are required to provide medical information substantiating the disability when requested. The information is to be returned to the Third Party Disability Adjudicator or the Company as directed. The Third Party Disability Adjudicator and/or the Company reserves the right to request such information for any such absence, regardless of duration and/or require that the information be returned earlier than the seventh (7th) calendar day of the absence.

Failure to either provide medical information as requested, or to provide continuing medical updates as specified by the Third Party Disability Adjudicator, will disqualify employees from receiving STD benefits. Any amount already paid may be deducted by the Company, at source, from the employee's pay.

Any expenses incurred by an employee in connection with filing an STD claim (e.g., doctor's fees for completing forms, additional information required by the Third Party Disability Adjudicator, any travel expenses for appointments, etc.) are the responsibility of the employee and are not reimbursed by the Company.

6. Eligible employees on supported Short-term Disability Leave are covered under the Company's Group Benefits plans and receive income based on the following:
 - a. Regular full-time employees (excluding the Shopping Channel and Retail) receive STD benefits calculated on their Base Pay. 100% of Base Pay and pre-disability coverage under the Company's Group Benefits plans will continue up to and including the first thirty (30) calendar days of STD supported absence. For all supported absences from day thirty one (31) to one hundred and five (105) inclusive, the Company will pay 70% of the employee's Base Pay and will continue pre-disability coverage under the Company's Group Benefits plans.
 - b. Regular full-time employees (excluding the Shopping Channel and Retail) who are compensated in part or wholly by commissions receive STD benefits calculated based on their ABBR. 100% of ABBR and pre-disability coverage under the Company's Group Benefits plans will continue up to and including the first thirty (30) calendar days of STD supported absence. For all supported absences from day thirty one (31) to one hundred and five (105) inclusive, the Company will pay 70% of the employee's ABBR and will continue pre-disability coverage under the Company's Group Benefits plans.
 - c. All employees of Customer Care, FIDO Solutions Centres, Technical Care, Credit Operations, Consumer Inside Sales and Inside Sales Representative Call Centres receive the regular rate of pay for a maximum of six (6) occasional sick days per calendar year. Employees are not paid for any occurrences past the six occasional days per calendar year. All absences must be referred to the Third Party Disability Adjudicator on the 4th consecutive day for evaluation of eligibility for Short-term Disability benefits. If the absence is supported, the employee will receive payment under the STD plan as of the 4th consecutive day of the absence. All absences prior to the 4th consecutive day are considered occasional sick days.

Sick days cannot be pre-booked (e.g. for medical appointments) or banked/deferred for use the following year. Unused sick days are not paid out at the end of the year.

Example:

Date of Illness Number of Days

Date of Illness	Number of Days Absent	Number of Paid Occasional Days	Number of Paid STD Days (if supported)
April 4 – 12 , 2013	7	3	4
June 18, 2013	1	1	0
September 30 – October 9, 2013	8	2	5*

* 8 days absent, 2 paid as occasional days, 1 day unpaid, 5 days paid under the STD plan if supported by the Third Party Disability Adjudicator.

d. Regular full-time Retail employees receive their full rate of pay up to 75 working days, based on the number of years they have been employed with the Company:

Year of Service (in which service anniversary date occurs)	Number of Business Days
During first year of service	8 *
1 year of service	15
2 years of service	30
3 years of service	45
4 years of service	60
5 years of service or more	75

*Sick days are granted at the beginning of each calendar year and are pro-rated during the first year of service.

Eligible Retail employees are not eligible to receive pay on the first day of the third and subsequent occurrence of absence within each calendar year.

7. Employees continue to accrue vacation entitlement while on an approved STD leave and are eligible to take their full vacation entitlement within the same calendar year that they return to work.

8. Managers are to discuss appropriate action with the ARC and/or Human Resources representative if there are concerns surrounding an employee with a significant number of absences.

Return to Work

9. Employees are to contact their manager to schedule a return-to-work date and advise of any required accommodations.

10. Where an employee cannot return to work on the scheduled date, the employee is to inform the manager in advance of the scheduled return-to-work date.

11. Employees are expected to cooperate and participate in a return to work plan as required up to full reintegration.

12. Where an employee's claim for STD benefits is non-supported:

- Accommodation will not be assumed, but may be considered to support the return to work transition if appropriate and required;

- If accommodation is provided, the employee will only be paid for the hours worked. The accommodation will be time-limited unless criteria for permanent accommodation are met. The offer of accommodated work will in no way be considered acknowledgment by the Company that reconsideration of the non-support decision is indicated for any part of the absence; and
- If the employee does not comply fully with the accommodation, the employee is expected to return to their own occupation without accommodation.

Limitations and Exclusions

13. Employees are expected to meet all of the conditions set out by the Company while STD benefits remain subject to the following limitations:

a. Alcohol and drug abuse

Benefits may be paid for a disability resulting from alcohol, drug, or other substance use disorder only when the employee is participating in a recognized substance withdrawal program which is supervised by a physician.

b. Out of Canada

Benefits may be discontinued during any period that the employee is out of Canada unless:

- i. the employee has medical authorization from his/her treating physician;
- ii. prior to departure, the employee receives permission from the Company, through the Third Party Disability Adjudicator;
- iii. the employee is receiving regular and continuous treatment for the disability deemed to be the cause of the supported absence, from a licensed physician while out of the country; and
- iv. evidence satisfactory to the Company of regular and continuous treatment is provided within 2 weeks of the employee's departure and thereafter as often as the Company reasonably requires. Evidence is to be provided to the Company in either French or English; the employee is responsible for obtaining translation of the documents prior to submission.

Note: During this period, the Company reserves the right to have the employee submit to a medical examination by a physician provided and paid for by the Company if so required.

Termination of Coverage

14. STD benefits will not be paid for the following:

- Any period of time where the absence is not supported by the Third Party Disability Adjudicator. Payments that have been received will be recovered retroactive to the latter of the date the employee is referred to the Third Party Disability Adjudicator or the most recent support date;
- Any period of time that the employee is not actively participating in an approved treatment for the condition deemed to be the cause of the supported absence from work;
- Any period of time during which the employee is on approved Leave of Absence including Maternity Leave of Absence. However, if the employee becomes totally disabled while on such a Leave of Absence, the employee may become eligible for STD benefits on the expected return-to-work date, provided that they meet the eligibility requirements and fulfill their responsibilities as outlined above;
- Any period of time during which the employee fails to cooperate with the development of, and participation in, a return-to-work plan;
- The disability commences while the employee is not actively at work due to suspension of business operations or strike;
- The disability results from commission of, or attempt to commit, any criminal offence;
- The disability is caused, or contributed to, by war or any act of war, civil commotion, insurrection or hostilities of any kind unless on assignment for the Employer;
- Any period of time during which the employee is confined in a penal institution or other house of correction;

- If the illness or injury is work-related (unless the employee is not covered under the applicable provincial workers' compensation legislation) and/or covered by Canada or Québec Pension Plans;
- The employee refuses suitable work which is offered to them at any time during the period of disability or if the employee is unavailable for such work because they have removed themselves from the immediate geographic area. In such a case of refusal or unavailability, the employee's STD benefits will be discontinued. The employee would then have the option of applying for sickness benefits through the Employment Insurance Act;
- The employee has treatment solely for cosmetic purposes;
- The employee receives an income replacement indemnity from a provincial automobile insurance plan that does not take income benefits payable by EI into account when paying their benefits;
- The employee is employed in a non-Rogers company for wage or profit;
- The disability started within two (2) months of the date of layoff, and notice of layoff was given prior to the occurrence of the disability;
- The disability occurs during the notice period of an employee's resignation from the Company.

15. STD benefits terminate immediately should any of the following occur:

- The employee fails to keep in regular contact with their manager/supervisor;
- The employee refuses to undergo an examination by a Company-elected physician upon the request of the Company;
- Medical evidence of disability is not supported by the Third Party Adjudicator;
- The employee is non-compliant with the STD program (e.g., not communicating with or providing information to the Third Party Disability Adjudicator) as requested. In this instance, any STD benefits paid will be recovered retroactively to the date of non-compliance. If the non-compliance occurs at the outset of the disability period, benefit payments are recovered retroactively to the first day of absence;
- The employee has received 105 calendar days of disability payment;
- On termination, death and/or recovery;
- The date on which the work assignment was scheduled to end;
- The employee reaches age 70.

16. Employees whose claim for STD benefits is non-supported may appeal the decision once by submitting new medical information to the Third Party Disability Adjudicator.

- Notification of the intent to appeal must be provided in writing to the Third Party Disability Adjudicator within 7 calendar days of the delivery of the non-support decision.
- New medical information must be submitted to the Third Party Disability Adjudicator within 30 days of the non-support decision.
- If insufficient medical information is received to support the absence to the Company's satisfaction (or if the decision of non-support is upheld after the 30 day appeal period) and the employee has failed to return to work, the employee's:
 - employment will be terminated for just cause for being absent from work without adequate justification;
 - ongoing absence will be considered a voluntary resignation and/or job abandonment; or
 - employment with the Company will be considered to have been frustrated.

Continuance of Group Benefits

17. The following Group Benefits plans are continued while an employee is on approved STD under the normal cost sharing arrangement between the Company and the employee:

- Basic Life Insurance,
- Long-Term Disability Insurance,
- Basic Accidental Death and Dismemberment Insurance,
- Dependent Life,
- Extended Health Plan, if enrolled,

- Dental Plan, if enrolled,
- Employee Optional Life, if enrolled,
- Spousal Optional Life, if enrolled,
- B.C. Medical Services Plan, if enrolled,
- Employee and Family Assistance Plan.

Note: An employee on approved STD is not eligible for increases in coverage to Employee Optional Life or Spousal Optional Life insurance.

18. An employee who is a member of the Pension Plan on the day immediately prior to becoming disabled, remains a member while on approved STD and will continue to pay pension plan contributions.

19. An employee who is a member of the Employee Share Accumulation Plan (ESAP), the Rogers TFSA, or the Global RRSP may remain a member while disabled and may continue to make ESAP and/or Rogers TFSA and/or Global RRSP contributions, unless otherwise directed.

20. Participation in the Employee Discount program will continue as per usual during the STD period.

21. At the discretion of the Company, the employee may be asked by their manager and/or Human Resources representative to return Company property including, but not limited to, cellular devices (see [GEN 18 Internal Wireless Business Lines](#) for further details), laptops, building access cards and procurement cards, etc. Furthermore, access to the Company's network may be suspended. Building access will be maintained during the STD period.

22. During an approved STD period, the employee is to continue to make payments for any Company-sponsored employee purchase plans in which s/he is enrolled.

Rehabilitation

23. Where an employee is able to do so, s/he is expected to perform part of the regular occupation or any other duties on a part-time or full-time basis.

24. Where the medical evidence indicates alternative work is possible, every reasonable effort short of undue hardship will be made to accommodate the employee. If severe limitations or a change of locale are necessary, the local Human Resources Department is to determine the viability of this option.

25. Any employee who, based on medical evidence, is capable of resuming employment in some capacity, but who fails to do so, is considered ineligible for further disability benefits in respect of the current absence.

Recurring Disability - Same or Related Illnesses

26. Where the Third Party Disability Adjudicator has confirmed that an employee's absence is from the same or related condition within thirty (30) calendar days of returning to work from an approved STD absence, the absence is deemed a continuation of the first. As such, the first date of absence in determining the 105 calendar day STD period is considered to be the first day of the initial absence. If the relapse occurs more than thirty (30) calendar days after return to work a new 105 calendar day STD period begins.

Disability Claims Initiated During the First Ninety (90) Days of Employment

27. When the employee becomes disabled within the first 90 calendar days of employment from the latter of their original hire date or most recent rehire date, the employee is not eligible to receive STD benefits. If the disability continues for more than 105 calendar days, the employee may be eligible for Long-Term Disability benefits. For LTD eligibility refer to [HR Policy 4.2 Long-Term Disability](#).

Employees on Leaves of Absence

28. When an employee becomes disabled while on an authorized Leave of Absence and is prevented from returning to work due to the occurrence or recurrence of a disability, the employee is not entitled to receive disability benefits for the period prior to the date s/he was scheduled to return to work.

Long-Term Disability Plan Claims Procedure

30. The Third Party Disability Adjudicator will provide the employee with direction in respect of filing a Long-Term Disability

claim. For details refer to [HR 4.2 Long-Term Disability](#).

HR 4.5 Statutory, Floater Holidays & Religious Observances

Effective Date :
December 20, 2016
Last Review Date :
December 20, 2016
Supersedes : April 1, 2013
Applicable to : All Subsidiaries and Divisions of the Company
Issuing Department : Human Resources
Category : Human Resources

For Questions Contact: HR Compliance

Refer to the Definitions Table at the end of the policy for detailed descriptions of defined terms.

POLICY STATEMENT

Rogers Communications Inc. and its subsidiaries (the "Company") provides statutory holidays, floater days and religious observances to its employees as outlined in this Policy and in accordance with applicable Canadian federal and provincial legislation.

Employees who are covered by a union or association will be subject to the terms and provisions of the applicable collective agreement.

ELIGIBILITY

All regular employees (see [HR 2.2 Employment Classifications](#)) are eligible for holidays listed in this Policy.

DOS

Employees

1. DO check with your manager or Human Resources if you have any questions about statutory, floater or religious observances, or if you are unsure if you will be paid or not.
2. DO ensure you receive approval prior to taking a floater or day for religious observance as it may affect Company operations.
3. DO ensure holiday absences are recorded accurately in the applicable Rogers Time & Attendance process.

Managers

1. DO review and approve any applications for time off or other absences in a timely manner via the Rogers Time & Attendance process.

HOLIDAY TYPES

Type	Definition
Floater Days	Paid days off given to eligible employees in addition to their vacation days and statutory holidays. All regular full-time employees and Rogers Media regular part-time employees are

	eligible for floater days (see Policies HR 2.2 Employment Classifications and HR 4.1 Benefits and Investments – General Eligibility).
Religious Observances	Employees who require time off to respect a religious observance will be accommodated in accordance with applicable human rights legislation, unless such absences cause undue hardship to the Company's operations.
Statutory Holidays	Statutory holidays are days the federal and provincial governments have designated as mandatory days off (see Policies HR 2.2 Employment Classifications and HR 4.1 Benefits and Investments – General Eligibility).

HOLIDAY DETAILS

Important Considerations

1. All employees are eligible for statutory holidays. The details in this Policy are based on federal legislation. If you work in a provincially regulated business, you will receive holidays based on the legislation of the province in which you work.
2. Statutory holidays are communicated by the Company on or before January 1st of each year, in accordance with applicable legislation and are listed on RogersZone.
3. You may also be eligible for floater days and religious observances as outlined below, and can make a request to your manager for days off through the Time & Attendance process.

Statutory Holidays

4. If you are a regular full-time, part-time or temporary employee, you are eligible for statutory holidays as paid days off.

Payment for Statutory Holidays

5. If you are an eligible employee, you will be paid at your regular rate of wage for the statutory holiday, except where noted in [Exhibit A – Statutory Holiday Payments](#).
6. You are NOT eligible for holiday pay for statutory holidays if you:
 - a. Are a regular part-time or temporary employee and have not completed your first thirty (30) days of employment;
 - b. Are working in a continuous operation and have failed to report to work after being called to work on that day or made yourself unavailable for work; this does not include approved absenteeism due to illness, bereavement, jury duty or witness leave of absence; or
 - c. Have not worked at least fifteen (15) out of the thirty (30) days immediately before the statutory holiday.

Statutory Holidays that Fall on Non-Working Days

7. If you are a regular full-time employee and a statutory holiday falls on a day you are not scheduled to work, you will be given another paid day off instead.
8. If you are a regular part-time or temporary employee, you will be paid at your regular wage for that day. If your wage varies, you will receive the average of your daily earnings, exclusive of overtime, for the twenty (20) days worked immediately before the holiday, per the Canada Labour Code.

Working on Statutory Holidays

9. If you are required to work on a statutory holiday, you will be paid as outlined in [Exhibit A – Statutory Holiday Payments](#).

10. Managers who are required to work on a statutory holiday may be given an alternative day off with pay in addition to their regular wages for the statutory holiday.

11. If your wages vary, you are entitled to the average of the daily earnings, exclusive of overtime, for the twenty (20) days worked immediately before the holiday, as per the Canada Labour Code.

Floater Days

12. Regular full-time employees and Rogers Media regular part-time employees are eligible for two (2) paid floater days per year. The Company may designate days for the year, and these will be included in the annual holiday schedule communicated to you. If there are no Company-designated days, then you can choose two (2) discretionary days with your manager.

13. If you are a Toronto Blue Jays employee, the floater days will be Company-designated and are typically between Christmas Day and New Year's Day.

14. If it is your first year with the Company and you began work:

Between:	You are eligible for:
January 1st and June 30th	two (2) floater days during your first year
July 1st and September 30th	one (1) floater day during your first year
October 1st and December 31st	no floater days, unless a Company designated floater day occurs during the last three (3) months of the calendar year

15. If you are a regular full-time employee or a Rogers regular part-time employee and are required to work on a Company-designated floater day, you will be given another paid day off instead.

16. Discretionary floater days not taken by the end of the calendar year cannot be carried forward and will be forfeited. They will also be forfeited if you leave the Company before taking them.

Payment for Floater Days

17. If you are a regular full-time employee or a Rogers Media part-time employee, you will be compensated at your regular rate for floater days. If you are a regular full-time employee who is compensated on a commission basis, you will be paid based on your ABBR. If you are required to work on a designated floater day, you will be given a replacement day off at a time convenient to both you and your manager.

18. If you are a temporary employee, you are not entitled to discretionary floater days. If there are Company-designated floater days, they will be considered an unpaid day off.

19. Where business requirements exist, temporary staff and regular part-time employees may be required to work on a designated floater day and will be compensated at the regular rate of wage for hours worked.

Religious Observances

20. The Company will accommodate requests for leaves of absence for religious observances requiring time off work, unless it causes undue hardship to the Company's operations. Provisions for these holidays will be made in the following way:

- a. You will be permitted to use your annual vacation time;
- b. You will be permitted to use your floater days;
- c. You will be granted a leave of absence without pay subject to the approval of management (see Policy [HR 1.4 Leaves of Absence](#)).

21. If you work for a provincially regulated business, contact Human Resources for further information.

22. Requests for alternative work arrangements can be made through the mutual agreement of both you and your manager.

MONITORING

It is the responsibility of the **Chief Human Resources Officer** (or delegate) to interpret this Policy, as required, and to ensure that it is implemented throughout the Company. Exceptions to this Policy require that person's prior approval.

DEFINITIONS

Annual Benefits Base Rate (ABBR)	The annual earnings used for salary-based benefits and the hourly rate used for compensation paid during specified non-selling working hours for employees who are being compensated in whole or in part by commission. ABBR is based on your prior year's T4 earnings minus bonus, overtime, taxable benefits, and other earnings deemed not applicable. If you have been in a job for less than one (1) year, your ABBR is based on your sales target.
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HR 4.6 Vacation

Effective Date :
September 07, 2016
Last Review Date :
September 07, 2016
Supersedes : April 12, 2013
Applicable to : All Subsidiaries and Divisions of the Company
Issuing Department : Human Resources
Category : Human Resources

Refer to the Definitions Table at the end of the policy for detailed descriptions of defined terms.

POLICY STATEMENT

Rogers Communications Inc. and its subsidiaries (the “Company”) provides a vacation benefit to promote the well-being of employees. Vacation days are provided at the beginning of the year and should be taken in the calendar year for which they are granted, beginning January 1 and ending December 31.

Employees who are covered by a union or association will be subject to the terms and provisions of the applicable collective agreement.

DOS

Employees

1. DO submit your vacation request in advance and arrange any backup coverage required.
2. DO obtain prior approval for any requests for unearned vacation time (i.e. vacation that has not yet been earned).
3. DO adhere to specific departmental timelines if there are designated periods during which vacation cannot be taken for business reasons.
4. DO use all vacation in the year that it is earned.
5. DO ensure that vacation is accurately recorded in the Rogers Time and Attendance system.

Managers

1. DO authorize vacation and arrange any backup coverage required.
2. DO document and obtain approval for any vacation that will be carried over in excess of policy.
3. DO ensure that vacation is accurately recorded in the Rogers Time and Attendance system.

DON'TS

Employees

1. DO NOT take vacation without first submitting a vacation request to your manager.

VACATION DETAILS

1. Regular full-time employees are eligible for vacation as described in [Exhibit A](#).
2. Employees are not eligible for vacation during the probationary period. Exceptions require manager approval.
3. Vacation days may be pro-rated in half-day increments.

Carry-over/Forfeiting Vacation

4. If, due to extenuating circumstances (e.g., the nature of your workload or timing of a leave, see [Exhibit B](#)), you are unable to use all of your vacation during the calendar year, you can carry-over up to one (1) standard week of earned vacation into the next calendar year with management approval. These vacation days must be used by March 31st of the following year or they will be forfeited.

5. Exceptions require a business case and approval by your manager, department VP and VP, Human Resources (or designate).

Employee Transfers/Terminations

6. If you transfer within the Company, we recognize your continuous service for calculating vacation. If the transfer results in a difference in vacation days, the annual vacation days for the year will be pro-rated.

7. If you leave the Company, you will receive vacation pay for any vacation earned but not taken in the current calendar year as set out below.

- For executives: based on legislation on year-to-date earnings
 - For non-executives: based on the greater of (1) your contractual terms or (2) legislation on year-to-date earnings
- If there is an overpayment of vacation (you took more vacation than you earned), your final pay will be appropriately adjusted as outlined in [HR 10 Employee Receivables](#).

Vacation Pay

8. If you are a regular full-time employee, vacation pay in lieu of vacation is paid only when you leave the Company. Any vacation pay owing to employees who are on long-term disability (LTD) as of December 31st will be paid out within the legislated requirements of the year.

9. If you are a temporary full-time or part-time employee, a regular full-time hourly employee, or a regular part-time employee, vacation pay is paid each pay period.

Vacation pay is calculated based on the following table.

If you are a:	Vacation pay is calculated based on:
Regular full-time salaried employee	Your regular base salary
Regular full-time commissioned employee (excluding broadcasting)	Your regular base salary Exception: HES (Home Entertainment Specialist) employees are paid vacation pay based on their Annual Benefits Base Rate (ABBR)
Regular full-time commissioned employees of broadcasting (base + commission or 100% commission)	Your actual earnings

Temporary full-time/part-time, regular full-time hourly or regular part-time employee	Legislation for each pay period Exception: Regular part-time employees in B.C. are paid at a rate of 6%
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Vacation Adjustment Payments

10. If you earn overtime, bonuses, or commissions as part of your annual wages, you may be eligible to receive additional vacation pay, which is calculated at the end of each calendar year (see [Exhibit C](#)).

MONITORING

It is the responsibility of the Chief Human Resources Officer (or delegate) to interpret this Policy, as required, and to ensure that it is implemented throughout the Company. Exceptions to this Policy require that person's prior approval.

DEFINITIONS

Annual Benefits Base Rate (ABBR)	The annual earnings used for salary-based benefits and the hourly rate used for compensation paid during specified non-selling working hours for employees who are being compensated in whole or in part by commission. ABBR is based on your prior year's T4 earnings minus bonus, overtime, taxable benefits, and other earnings deemed not applicable. If you have been in a job for less than one (1) year, your ABBR is based on your sales target.
Base Pay	Base pay is your regular salary; payments for car allowance and other additional earnings are not considered base pay and are not included in the calculation of benefits. For commissioned employees, the ABBR rate is used.

HR 14 Company Uniforms and Safety Apparel

Effective Date :
December 21, 2016
Last Review Date :
December 21, 2016
Supersedes : April 15, 2013
Applicable to : All Subsidiaries and Divisions of the Company
Issuing Department : Human Resources
Category : Human Resources

POLICY STATEMENT

Rogers Communications Inc. and its subsidiaries (the “Company”) provides uniforms and Personal Protective Equipment (PPE) for its employees where required. The Company is committed to ensuring the safety and well-being of its employees and ensuring that employees are readily identifiable by the public.

Employees who are covered by a union or association will be subject to the terms and provisions of the applicable collective agreement.

DOS

Employees

1. DO ensure your uniform is kept in good condition, and worn responsibly and presentably at all times.

Managers

1. DO implement and administer this Policy.

UNIFORM DETAILS

1. Employees required to wear a uniform and/or Personal Protective Equipment (PPE) will be provided with the required items as outlined in [Exhibit A – Replacement Schedule](#). This list is not comprehensive and you may be provided other items as required by your position and duties.
2. Managers, at their discretion, may issue summer and/or winter uniforms depending on the weather.
3. Where Company uniforms, apparel and/or PPE are provided, you must wear the items as required for specific jobs, environments, tasks and hazards. For use of PPE, refer to the job hazard assessment and/or work procedures for additional details.

For example, if you are working at night or on a roadway traffic, your uniform/PPE will also meet the regulations/ for high visibility with reflective fabric and 360 degree horizontal stripes protection procedures.

General

4. Employee uniforms (excluding footwear) are the property of the Company and must be returned when you leave the Company.
5. If you fail to return your uniform following resignation or termination, the full cost of the uniform will be deducted from your final paycheck.
6. You are responsible for dry cleaning and/or laundering your Company uniform, except for parkas, which are dry cleaned annually at the Company's expense.

MONITORING

It is the responsibility of the **Chief Human Resources Officer** (or delegate) to interpret this Policy, as required, and to ensure that it is implemented throughout the Company. Exceptions to this Policy requires that person's prior approval.