

# **AGREEMENT**

Between

## **ACCESS COMMUNICATIONS CO-OPERATIVE LIMITED**

hereinafter referred to as “the Company”  
Party of the first part,

and

## **ACCESS COMMUNICATIONS EMPLOYEES’ ASSOCIATION**

hereinafter referred to as “the Association”  
Party of the second part,

**May 1, 2011 – April 30, 2014**

**13845 (02)**

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## **ARTICLE 1 - PREAMBLE**

**1.01** Access Communications is a community-owned co-operative dedicated to providing exceptional communications and entertainment services and unique opportunities for local expression. We enable employees' involvement, growth and contribution in a challenging and fun environment.

In consideration of the maintenance of harmonious relations and settled conditions of employment, and recognizing the mutual value of joint discussion and negotiations on all matters pertaining to working conditions, hours of work and wages, the parties to this Agreement do hereby enter into, ordain, establish and agree to the terms set forth in this Collective Agreement.

**1.02** The parties further agree that it is in the interest of both of them that there be efficiency in operations and favourable customer relations.

## **ARTICLE 2 - RECOGNITION AND SCOPE**

### **2.01 Association Recognition**

The Company recognizes the Association as the sole and exclusive bargaining agent for all employees of Access Communications Co-operative Limited in the cities of Regina, Yorkton, North Battleford, Estevan, Weyburn, Humboldt, Melfort and La Ronge, Saskatchewan, excluding the assistant to the President and CEO, systems analyst, compensation and benefits consultant, human resources consultants, payroll consultant, supervisors and those above the rank of supervisor.

### **2.02 Association Use of Bulletin Boards**

Where feasible the Company shall provide suitable bulletin boards at each location the company owns or leases an office (one per floor per building), readily accessible to all employees for posting of notices relating to the Association. The Company reserves the right to remove all posted material considered damaging to the Association/Company relationships or inappropriate to the Company's day to day operations.

## **ARTICLE 3 - DEFINITIONS**

**3.01** The term "Agreement" shall mean this Collective Agreement.

### **3.02 Full Time Employees**

With the exception of Plant Services, a “full time employee” is one who has completed the probationary period and who works a normal seventy-five (75) hours in the two (2) week pay period. (See Appendix C for Plant Services)

### **3.03 Part Time Employees**

With the exception of Plant Services, a “part time employee” is one who has completed the probationary period and who normally works less than the normal seventy-five (75) hours in the two (2) week pay period but no less than twenty (20) hours per week or one thousand and forty hours (1040) per year. (See Appendix C for Plant Services)

### **3.04 Probationary Employees**

With the exception of Plant Services, a “probationary employee” is defined as follows (See Appendix C for Plant Services):

In the case of a full time employee assigned to salary grade 12 or lower, any employee who has worked in any position less than three (3) calendar months.

In the case of a full time employee assigned to salary grade 13 or higher, any employee who has worked in any position less than six (6) calendar months.

In the case of a part time employee assigned to salary grade 12 or lower, any employee who has worked in any position less than the lesser of four hundred and fifty (450) hours or six (6) calendar months.

In the case of a part time employee assigned to salary grade 13 or higher, any employee who has worked in any position less than the lesser of nine hundred (900) hours or twelve (12) calendar months.

### **3.05 Term Employee**

A “term employee” is one who is hired for a specific term of employment or who is hired to cover child care leaves, vacations, or other leaves for employment during peak load periods. Term employees are subject to the Collective Agreement and will become members of the Association. Term employees are subject to a maximum three (3) year term of employment from date of hire.

In the event a new and unrelated term position is to be created, an employee who has been occupying another term position shall not automatically be assigned to the new and unrelated term position. The new and unrelated position if it is expected to be occupied for a period of three (3) months or more shall be posted.

### **3.06 Casual Employees**

A “casual employee” is one who is hired to work on an irregular basis, and who does not work more than five hundred and twenty (520) hours during any six (6) month period; or, a university or college student who intends to return to studies at university or college and who is employed for a period of no longer than five (5) months during any twelve (12) month period. Casual employees are not subject to the Collective Agreement and will not exceed ten (10) percent of the total workforce by mutual agreement between the Company and the Association. Permanent full time and part time employees will not be moved to casual status unless they request to do so in writing to their immediate manager.

- 3.07** The terms “qualifications” or “qualified”, wherever either of those terms are used in this Agreement, shall, amongst other relevant factors, include ability, skills, experience, training/education and job performance of the employee.

## **ARTICLE 4 - ASSOCIATION SECURITY AND DUES**

- 4.01** Every employee of the Company who is now, or hereafter becomes a member of the Association, shall maintain their membership in the Association as a condition of their employment, and every new employee shall within thirty (30) days after the commencement of their employment, apply for and thereafter maintain membership in the Association as a condition of their employment.
- 4.02** The Company shall deduct from the wages of each employee in the bargaining unit affected by the Agreement the amount of the regular monthly Association dues and remit the same to the Association.
- 4.03** The Association will advise the Company in writing as to the amount of the regular monthly Association dues.
- 4.04** Deductions made pursuant to this article shall be remitted to the Association no later than the fifteenth (15th) day of the month

following this deduction and shall include all deductions made in the previous month. The Company shall furnish a record of those employees from whom deductions have been made and the amount deducted from each employee.

- 4.05** There will be no deduction of Association dues during a leave of absence.
- 4.06** The Company will record the amount of Association dues deducted and remitted annually on the T4 slip provided to each employee for taxation purposes.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01** The Company retains the exclusive right to operate and manage the affairs of the Company, except to the extent as may be abridged by a provision set forth in this Agreement. It is expressly understood that where an employee has been suspended, disciplined or discharged that the matter may be the subject of a grievance and dealt with as herein provided in the grievance and arbitration procedure.
- 5.02** The rights of the Company shall not be exercised so as to be in contravention or violation of any provision as set forth in this Agreement.

## **ARTICLE 6 - NO DISCRIMINATION**

- 6.01** The parties agree there shall be no discrimination against any employee by reason of sex, age, marital status, race, national or ethnic origin, colour, sexual orientation, or religion, nor by reason of Association membership or activity, political affiliation, disability, nor for any other reason which may be prohibited by Federal law. The foregoing is subject to Section 15 of the Canadian Human Rights Act, and in the case of political affiliation is subject to the employer's obligation to be seen to be providing fair and balanced community programming.
- 6.02** Use in this Agreement of the masculine or feminine gender shall be construed as including both male and female employees, and not as specific sex designation.

## **ARTICLE 7 - ASSOCIATION REPRESENTATION**

- 7.01** The Company recognizes four (4) executive members and one (1) representative for each region as officers of the Association.

The Association shall advise the Company in writing as to the names of the officers so elected or appointed.

## **7.02 Association Pay During Work Hours**

The Company shall pay for time spent during working hours:

- (a) by grievors and by the officers referred to in Section 7.01 (or alternatively a grievance committee, not to exceed four (4) persons, designated by the Association), for the purpose of dealing with grievances;
- (b) by the officers referred to in Section 7.01 (or alternatively a negotiating committee, not to exceed four (4) persons, designated by the Association), for the purpose of collective bargaining;
- (c) time limits for release of employees for those purposes covered in 7.02(a) and 7.02(b) shall be as mutually agreed by the Association and the Company.

## **7.03 Association Business**

The Company agrees to grant leave of absence without pay to the persons set out in 7.01 above for the purpose of Association business to attend meetings, committees, or discussions which have been requested by, negotiated, or agreed to by the Company.

# **ARTICLE 8 - STRIKES AND LOCKOUTS**

- 8.01** During the term of this Agreement, the Association, its agents and each employee agree there shall be no strike in whole or in part, no cessation of work or refusal to work or to continue to work by employees, and there shall be no slow down of work or other concerted activity on the part of employees in relation to their work that is designed to restrict or limit output.
- 8.02** During the term of this Agreement, the Company shall not cause or direct a lockout of employees.

# **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01** The Company maintains an open door policy as a method of resolving employee complaints as they arise. This policy is set forth in Appendix "A" to this Agreement.



**9.02** “Grievance” as used in this Agreement is a dispute or difference as to the meaning or application of this Agreement or an alleged violation of this Agreement.

**9.03** It is the intention of both parties that all grievances shall be processed as quickly as possible, at all steps. All time limits referred to in the grievance procedure herein contained shall be deemed to be “calendar days”. The parties may mutually agree in writing to extend the time limits provided.

**9.04** All grievances shall be in writing, setting out the matter complained of, the provisions of the Collective Agreement allegedly violated, the remedy sought, and must be signed by the grievor.

**9.05 Grievance Time Lapse**

No grievance shall be considered where the circumstances giving rise to it occurred or originated more than twenty (20) days prior to the grievance being filed. A grievance shall not be defeated solely by reason of the employee’s supervisor not being available during the said time period to receive the grievance. In such case, the grievance shall be filed within the time period with the employee’s department manager at Step 2.

**9.06** Before filing a written grievance, an employee will discuss the matter with their immediate out-of-scope supervisor. If the employee is not satisfied with the supervisor’s response, the matter will be put in writing and pursued as follows:

**Step 1: Grievance Notice Step 1**

The grievance shall be presented in writing to the employee’s immediate out-of-scope supervisor. The employee may have the assistance of an Association representative in preparing the grievance. The supervisor shall give their reply to the grievance within seven (7) days after the receipt thereof.

**Step 2: Grievance Notice Step 2**

If the grievance is not resolved satisfactorily at Step 1, the grievance may be presented to the employee’s department manager within seven (7) days after the reply at Step 1. The grievance shall be discussed at a meeting between the department manager and the Association’s representatives. If the grievance is not resolved at this meeting, the matter may within seven (7) days after the said meeting be referred to Step 3.

### **Step 3: Grievance Notice Step 3**

Where the grievance has been referred to this step, it shall be dealt with by the Company's President and CEO, the Manager of Human Resources and the Association representatives for attempted settlement. If the grievance is not resolved at this Step 3 meeting, the matter may within fourteen (14) days after the said meeting be referred to arbitration as in Article 10 of the Collective Agreement.

#### **9.07 Grievance for Policies**

An Association policy grievance may be submitted by the Association at Step 2 to the Company's President and CEO and the Manager of Human Resources and in such case shall be in writing and shall be submitted within fifteen (15) days of the circumstances which gave rise to the grievance.

## **ARTICLE 10 - ARBITRATION**

- 10.01** Any grievance as defined in Article 9 which is not settled under the terms of the Article may be referred to a Board of Arbitration.
- 10.02** The party referring the grievance to arbitration shall by registered mail or personal service give notice of the referral to arbitration and the notice shall contain the name and address of the party's nominee to the Board, and shall also contain a copy of the original grievance.
- 10.03** Within five (5) days after receipt of the notice referred to in 10.02 herein, the Company shall reply by registered mail or personal service indicating the name and address of its nominee to the Board of Arbitration.
- 10.04** The two (2) nominees shall within ten (10) days of the appointment of the second of them, select and appoint a third member for the Board who shall be the chair of the Board of Arbitration.
- 10.05** If agreement cannot be reached within ten (10) days on the selection of the chair of the Board, the parties will refer to the Trade Union Act and/or the Canada Labour Code.
- 10.06** The decision of the Board of Arbitration shall be final, binding and enforceable on the parties, provided however that the Board may not by its decision add to, subtract from, modify or alter the

Agreement in any way, or render a decision inconsistent with the specific provision of this Collective Agreement.

- 10.07** Each party shall pay the fees and expenses of its nominee and each party shall pay fifty (50) percent of the fees and expenses of the chairman.
- 10.08** The time limits specified herein may be extended only by mutual agreement in writing between the parties.

## **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

- 11.01** No employee shall be disciplined except for just cause.
- 11.02** Where an employee is discharged, suspended, demoted, or formally disciplined by way of written memorandum to the employee's personnel file, the Company shall provide the employee with a written statement giving the reasons therefore at the time of discharge, suspension, demotion, or formal discipline. The Company agrees to advise the employee of the employee's right to Association representation.

An employee shall be given an opportunity to sign all written material pertaining to the employee's job performance before the same is placed in the employee's personnel file. A refusal by the employee to sign such material shall not preclude the placing of the same in the employee's personnel file.

### **11.03 Personnel File Access**

Each six (6) months, upon their request, employees may have access to their personnel file in the presence of their department manager.

### **11.04 Discipline Letters on Personnel Files**

The Company agrees that it will not refer to disciplinary warnings to justify an increased penalty on a progressive discipline basis for an unrelated offense provided that such warnings are more than twenty-four (24) months old, and no other discipline has been imposed in the interim.

- 11.05** A grievance pursuant to Article 11.01 shall be initiated at Step 2 of the grievance procedure.

- 11.06** Notwithstanding anything in this Agreement which may suggest otherwise, it is agreed that:

- (a) a newly hired employee who is discharged during the probationary period shall conclusively be deemed to have been discharged for just cause.
- (b) if employees are required to drive an automobile as part of their job duties, a suspension of the employee's driver's license may be grounds for formal disciplinary action, and may constitute just cause for dismissal.

## **ARTICLE 12 - SENIORITY**

### **12.01 Seniority - Definition**

"Seniority" is defined as the length of continuous service with the Company and shall include service prior to the date of the certification order.

Seniority shall continue to accumulate while an employee is absent from work on approved leave except in the case of a personal leave of absence (see Article 18.05).

For employees of the Yorkton region, service with the company prior to the date of acquisition by Access Communications will be included for the purpose of calculating seniority.

For employees of the North Battleford region, service with the company prior to the date of the amalgamation with Access Communications will be included for the purpose of calculating seniority.

For employees of the Estevan/Weyburn region, seniority earned while a member of the CEP Union will be carried over.

For employees of the La Ronge region, service with the company prior to the date of acquisition by Access Communications will be included for the purpose of calculating seniority.

For the employees who joined the Company as a result of the July 1, 2009 acquisition, service with the previous employer prior to the date of the acquisition by Access Communications will be included for the purpose of calculating seniority.

## 12.02 Seniority - Regional and Departmental

Except to the extent as may be otherwise provided in this Agreement, seniority for all purposes shall operate on a regional and departmental basis. The regions and departments are:

Central - Regina  
Community Programming  
Customer Care  
Dispatch  
Finance & Administration  
Headend Operations  
Information Systems  
Network Operations  
Plant Services  
Sales & Marketing  
Technical Operations

Northwest - North Battleford  
Community Programming  
Customer Care  
Technical Operations

North Central - Humboldt, Melfort  
Community Programming  
Customer Care  
Technical Operations

South - Estevan/Weyburn  
Community Programming  
Customer Care  
Technical Operations

Northeast - Yorkton  
Community Programming  
Customer Care  
Technical Operations

North - La Ronge  
Community Programming  
Customer Care  
Technical Operations

## 12.03 Seniority - Listing

Each twelve (12) months, the Company shall prepare and post a full time seniority list and a part time seniority list by region and by department of operation. A copy of such list shall be provided to the President of the Association.

## 12.04 Seniority - Part Time

Part time hourly employees shall accumulate seniority on the basis of hours worked, paid sick leave, authorized leaves of absence (paid and unpaid, not including a personal leave of absence, see Article 18.05), paid statutory holidays and earned vacation leave.

## 12.05 Seniority - Part Time Commissioned and Piece Rate

Part time commissioned and/or piece rate employees shall accumulate seniority on the basis of the relationship of their monthly earnings to that of the average full time commissioned and/or piece rate employee. Such employees will be placed on a part time seniority list.

## **12.06 Seniority - Termination**

Seniority rights of an employee shall cease for any of the following reasons and the employee shall be deemed terminated:

- (a) If the employee quits or resigns.
- (b) If the employee is discharged and such discharge is not reversed through the grievance and arbitration procedure.
- (c) If an employee has been on layoff and fails to respond to a recall notice by registered mail or courier delivery (for which a signature is collected as receipt) to the last known address with the Company within a period of seven (7) days of the said notice having been registered to or delivered at the last known address, or where the employee fails to report for work on the date specified within the recall notice.
- (d) If an employee is on layoff for three (3) consecutive months.

## **12.07 Seniority - Change of Status**

Where a part time employee becomes full time, the employee shall be credited with seniority accumulated while classified as a part time employee. Where a full time employee becomes part time, the employee shall be credited with seniority accumulated while classified as a full time employee.

# **ARTICLE 13 - LAYOFF AND RECALL**

**13.01** A "layoff" shall be defined as a reduction in the work force.

## **13.02 Layoff - Order**

In the event of a reduction in the work force, employees shall be laid off on the basis of their regional and departmental seniority provided the senior employees in the region and department possess the qualifications to perform the work of the employee about to be laid off.

## **13.03 Layoff - Recall**

Employees shall be recalled from layoff on the basis of their regional and departmental seniority and their qualifications to perform the work for which they would be recalled.

#### **13.04 Layoff - Restrictions**

New employees shall not be hired by the Company if there are employees on layoff who have the qualifications to perform the available work and are willing to accept recall.

#### **13.05 Layoff - Employee Information**

For the purpose of this Article and for all purposes, it shall be the responsibility of the employee to advise the Company as to his current residence and telephone number.

### **ARTICLE 14 - CAREER ENHANCEMENT**

#### **14.01 Posting of Vacancies**

- (a) Employees of the Company may be eligible to fill vacancies in established or new positions. Vacancies or new positions will be posted on the bulletin boards for a period of at least seven (7) days before being advertised outside the Company, or before the position is permanently filled. Where feasible bulletin boards shall be located at each location the company owns or leases an office.
- (b) Nothing precludes the Company from temporarily filling the position until the position is permanently filled.
- (c) Where thirty (30) days have elapsed following the expiration of the posting, all employees who have made an application for the position shall be advised as to the status of the position.

#### **14.02 Career Planning**

Management and supervisory personnel shall encourage and give assistance in training staff members in order to help them to qualify for more senior positions with the Company.

#### **14.03 Probation**

The Company may release an employee from a newly appointed position during the probationary period for that position providing the employee has proven to be incapable of fulfilling the required duties of the new position. Employees shall be entitled to return to their former position on the same terms that existed prior to the move to the new position or to a comparable position if their former position has been filled or no longer exists. This shall apply where the employee has been approached by the Company to accept the position.

#### **14.04 Reversion**

##### **(a) Reversion for Permanent Positions**

When an employee applies for a vacant or new permanent position in writing and is not able to fulfill the activities of the new position, the Company will not be expected to maintain an opening at the employee's former position. In the event this happens, the employee may be released from employment with the Company.

- (b) In the event the employee is not satisfactorily fulfilling the activities of the new position and if the employee's former position is still vacant, the employee shall be entitled to revert back to the former position if the Company intends to fill the former position.

##### **(c) Reversion for Temporary/Term Positions**

An employee who is successful in an application for a position which is of a temporary/term nature will, at the end of employment in that position, revert to the position the employee immediately previously occupied or to a generally comparable position, and the employee who has reverted shall be placed at the step of the salary range applicable immediately prior to having left the position, subject to any increments that the employee would have received in the previous position.

This shall apply where the employee has applied for the position in writing and that application is part of the employee's personnel file.

#### **14.05 Vacancies**

- (a) In the case of a vacancy, new position or promotion, the Company shall award the position to the applicant who in the Company's assessment best meets the qualifications for the position. Where two or more applicants are equally qualified, seniority will be the governing factor. If no applicant in the Company's assessment satisfactorily meets the qualifications for the position, the Company may hire from any source.
- (b) Before deciding to hire from any other source, the Company will act in a bona fide and nondiscriminatory manner in making its decision that no internal applicant in the company's assessment satisfactorily meets the qualifications for this position.



#### **14.06 Vacancies - Unsuccessful Applicants**

Where an employee has applied for a posted position and has not been awarded the position, the Company will advise the employee in writing as to the reasons therefor. Such written advice will become part of the employee's personnel file.

#### **14.07 Vacant Positions - Association Notification**

The Company shall notify the Association in writing of any new positions and applicable salary grades forty-eight (48) hours prior to posting a vacancy.

#### **14.08 Training and Development**

##### **(a) Training - Required**

A course will be deemed "required" by the Company if at the time of hire it is identified in the letter of offer or if it is deemed mandatory for the position by the Company or by the employee's manager.

##### **(b) Training - Approved**

An "approved" course is one requested by the employee and approved by the Manager.

##### **(c) Reimbursement of Training**

Courses approved or required by the Company to train employees will be paid for by the Company. If an employee leaves the employ of the Company prior to the completion of two years' service after a course or fails to complete a course, the Company will have the right to recover the cost of the approved course from the employee on the following basis:

Failure to complete:	100% Recovered
Leave the employ of the Company:	
0-6 months after course completion	100% Recovered
7-12 months after course completion	75% Recovered
13-18 months after course completion	50% Recovered
19-24 months after course completion	25% Recovered

In the case of a required course, if the employee leaves the employ of the Company after the successful completion of a course the company will not recover the cost of the course. If the employee fails to complete a course, or fails the course, the Company will have the right to recover the cost of the course to a maximum of \$500.

**(d) Training Enhancement**

To supplement on-the-job training and provide opportunities for career enhancement, it shall be the objective of the Company to encourage employees to take correspondence courses or other suitable courses. The Company will post notices advertising specialized courses or seminars that relate to the Company's business. Interested employees are invited to apply to be sent on such courses or seminars.

**14.09 Applicant Testing**

Candidates for new/vacant positions may be tested as prescribed by management. Further, if a medical examination is requested, cost of same will be borne by the Company.

**14.10 Job Posting Notification**

Where a full time position becomes vacant, the company shall notify the association in writing within thirty (30) days after the position becomes permanently vacant as to whether or not the position is to be filled, left vacant temporarily or abolished. Nothing precludes the company from reintroducing the position at a later date.

**14.11 Transfers**

Where an existing employee wishes to transfer to another department, they are to request so in writing to their manager and Human Resources. In the event that there is a job posting the employee wishes to laterally move into, the employee must apply for the position prior to the closing date and will be considered for an interview along with all other internal and/or external applicants.

**ARTICLE 15 - SAFETY AND HEALTH**

**15.01 Unsafe Working Conditions**

No employee shall be required to work under unreasonable conditions. Where dangerous work and/or a health hazard is involved, all reasonable safety and precautionary measures shall be taken by the Company and the employee. A refusal to work due to unsafe conditions must be reported immediately to the employee's manager.

**15.02 Health and Safety Committee**

The parties agree that a Joint Health and Safety Committee has been established and shall continue to operate during this

Agreement. The Committee shall be composed of three (3) representatives of the Company and three (3) representatives of the Association. The Joint Health and Safety Committee shall meet once per month and as necessary where meetings are urgently required as a result of an emergency or other special circumstance.

## **ARTICLE 16 - EMPLOYEE BENEFIT PROGRAM**

**16.01** During the lifetime of the Collective Agreement, there shall be group insurance plans which shall include the following:

- Life Insurance
- Accidental Death and Dismemberment Insurance
- Dental Care
- Short Term Disability Insurance
- Long Term Disability Insurance
- Extended Health (Hospital and Major Medical) Insurance
- Vision Care
- Employee Family Assistance Program
- Group Homeowners' and Tenants' Insurance
- Optional Group Life Insurance

### **16.02 Benefit Premiums**

The Company shall pay one hundred (100) percent of the premium costs relating to the Group Insurance Plans, with the exception of Group Homeowners' and Tenants' Insurance and Optional Group Life Insurance for which the employees will pay one hundred (100) percent of the premium costs. (See Appendix C for Plant Services)

### **16.03 Health and Wellness Program**

The company will maintain a Health and Wellness Program to a maximum cost of two hundred dollars (\$200.00) every two (2) fiscal years for each full time employee, and a pro rata amount in respect of employees who work less than full time hours.

In consultation with the Executive members of the Association, a set of criteria to be applicable to the program will be reviewed once per contract agreement.

### **16.04 Pension Plan**

The Company shall keep in effect a Registered Company Pension Plan.

- (a) Following one (1) year of continuous service, employees are required to participate in the company pension plan. Employees elect to contribute between 2% and 6% of their regular wages and the Company matches that contribution.
- (b) In respect of employees with fifteen (15) or more years of service, the employee can elect to contribute to a maximum of 7% of their regular earnings, which the Company would then match.

#### **16.05 Staff Discounts**

Effective September 15, 2011, staff discounts for the company's services are as follows:

- (a) Employees who reside in the service area of the company shall be entitled to receive, at their home address, Access services, such as television services, telephones, and security monitoring at the cost the company is required to pay to operate such services, if any.
- (b) Employees who reside in the service area of the company shall be entitled to receive, at their home address, the use of one set top box at no cost to the employee. The set top box is limited to any model that the company rents to customers and is subject to availability. Additional set top boxes are available at regular rates.
- (c) Employees who reside in the service area of the company shall be entitled to receive, at their home address, residential Internet services offered by the company at a 65% discount from the company's regular billing fee.
- (d) Employees who reside in the service area of the company and require Internet service to perform their job as determined by their manager shall be entitled to receive the standard Internet package for staff at no cost.

Employees who do not reside in the service area of the company and require Internet service to perform their job as determined by their manager shall be entitled to receive a monthly reimbursement equal to the standard Internet staff rate.

#### **16.06 Payroll Deduction Services**

The Company shall provide payroll deduction services to allow staff to contribute to the Canada Savings Plan and a Registered Retirement Savings Plan.

## **16.07 Parking**

The Company shall ensure there is adequate off-street parking with plug-ins provided for all employees where operationally feasible.

## **ARTICLE 17 - SICK LEAVE**

### **17.01 Sick Leave Allotment**

- (a) Full time employees shall be entitled to accumulate sick leave credits of 9.375 hours (1.25 days) after each month of employment, to a maximum of 112.5 hours (15 days) at any given time.
- (b) For part time employees, the accumulation of sick leave credits will be pro-rated based on the actual hours worked in the previous calendar month at a rate of 0.0577 to a maximum of 9.375 hours per month over the previous twelve month period. The entitlement will be allotted on the 2<sup>nd</sup> pay day of the month for the previous month.
- (c) For piece rate and commissioned employees, one day will be defined as the employee's average commissioned/piece-rate earnings per day during the calendar month.

### **17.02 Sick Leave Notification**

Any employee absent from work because of illness must inform their immediate supervisor at least one hour prior to the start of the scheduled shift. If the above procedure is not followed, the employee may not be entitled to sick leave benefits for the period prior to such notice unless satisfactory evidence or explanation is presented for the delay of notice.

### **17.03 Medical Certificates**

- (a) An employee's department manager or the Company's Manager of Human Resources may, at their discretion, request a medical certificate for sick leave absence.
- (b) The Company may require an employee to undergo a medical examination by a medical doctor of its choice and at its expense. This may be required when it is necessary to determine the cause of absenteeism or establish the state of health of a particular employee, or as a safeguard for other members of staff. At the time of the examination, employees will be advised whether they are well enough to return to work. If the employee so requests in writing, the results of an examination will be conveyed to the employee's personal physician.

#### **17.04 Short Term Disability Waiting Period**

- (a) Assuming an employee has the necessary credits, sick leave will be paid for the required waiting period for any continuous illness or accident resulting in a short-term disability leave. The group benefit policy will then take effect and there will be no further remuneration from the Company until the employee returns to full employment.
- (b) Should an employee not have the necessary credits for the required waiting period for a short term disability claim, the employee may choose to use either accumulated vacation days or time previously banked in accordance with Article 22.05 (d) to this Agreement.

#### **17.05 Family Leave**

In the case of illness to a member of the employee's immediate family, or, in the case of mitigating circumstances or pressing necessity, the Company in its discretion may permit an employee to use sick leave credits (in whole or in part) in respect of a day where the employee must be absent from work due to the aforementioned circumstances.

The company in exercising its discretion under this article shall act reasonably, bearing in mind the operational requirements of the company.

### **ARTICLE 18 - LEAVE OF ABSENCE WITHOUT PAY**

Any employee requesting a leave of absence without pay must apply in writing stating the reason to their immediate supervisor four (4) weeks in advance, or if the employee cannot comply with this clause, then as early as possible in order that the employer may determine whether the leave may be granted. The immediate supervisor will respond in writing within ten (10) days of the request.

#### **18.01 Maternity/Adoption/Parental Leave**

An employee intending to take childcare leave or to change the length of leave already granted is required to provide the employer with four (4) weeks' notice, in writing of the expected date of the leave.

The company will provide the required leave with benefits as set out by the Canada Labour Code.

## **18.02 Benefits While on Maternity/Adoption Leave**

The Company will provide a maternity/adoption top-up as set out in the Maternity/Adoption Leave Top-up Policy.

Employees who are on leave of absence for childcare are entitled to be informed in writing of every employment, promotion or training opportunity arising during the leave for which they are qualified.

Employees on leave of absence for childcare are entitled to be reinstated in their positions on their return.

Employees who cannot be reinstated in their former positions on return from childcare leave must be placed in comparable positions with the same wages and benefits and in the same location.

Employees whose workplace is reorganized during their childcare leave are entitled on their return to employment with the wages and benefits they would have received had they been working during the reorganization. Employers are required to notify affected employees as soon as possible.

Seniority rights, and pension, health, and disability benefits of an employee on a maternity/adoption leave are accumulated during the entire period of the leave, but employees may be responsible for certain monetary contributions, which must be paid within a reasonable time.

## **18.03 Compassionate Care Leave**

The company will provide the required leave and benefits as set out by the Canada Labour Code.

## **18.04 Military Leave**

The company will provide the required leave and benefits as set out by the Canada Labour Code.

## **18.05 Personal Leave**

An employee requesting a personal leave of absence without pay must submit their request to their manager in writing a minimum of four (4) weeks in advance of the requested date of leave.

The employee may choose to maintain life insurance(s), extended health and dental benefits while on a personal leave of absence, however, the employee is responsible for the payment

of benefit premiums for this period. Seniority, pension contributions, disability benefits, sick accrual and vacation accrual are not accumulated during a personal leave of absence.

## **ARTICLE 19 - LEAVE OF ABSENCE WITH PAY**

### **19.01 Bereavement Leave**

- (a) In the event of the death of a parent, spouse or child, the employee is entitled to a leave of absence with pay for up to five (5) scheduled working days within the seven (7) days immediately following the date the death occurred.
- (b) When an employee's parent-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, or grandchild dies, the employee is entitled to a leave of absence with pay for up to three (3) scheduled working days within the five (5) days immediately following the date the death occurred.
- (c) Where the funeral of the deceased does not take place within the specified period mentioned above, the employee shall be granted time off with pay to a maximum of one (1) day to attend the funeral.
- (d) Where it is necessary for the employee to travel out of the province to attend the funeral of an immediate family member as listed above in 19.01 (a) and 19.01 (b), the Company at its discretion, may grant up to an additional two (2) days.
- (e) When the death of a relative or close friend occurs, vacation or banked time may be used to attend the funeral at the discretion of the Manager/Supervisor. Employees must submit the request in advance of the funeral day.

### **19.02 Jury Duty**

Employees called to serve on juries shall receive their regular salary during the period of jury services. Any payment for jury services shall be given by the employee to the Company.

### **19.03 Summons**

Where an employee is summoned as a witness in a court proceeding or as a witness on behalf of the Company, the pay provisions as in Article 19.02 shall apply.



#### **19.04 Voting Leave**

The company will provide the required time off and benefits as set out by the Canada Elections Act.

### **ARTICLE 20 - VACATION**

**20.01** Employees shall be entitled to and shall receive an annual vacation with pay on the following basis:

- (a) Leave with pay for vacation shall be given to employees annually as an earned right at the rate of one and one quarter (1¼) days for each completed calendar month of continuous service, up to a maximum of fifteen (15) working days (112.5 hours), (i.e. three (3) calendar weeks computed as of their employment anniversary date each calendar year and calculated at a rate of 3/52 of earnings). The annual vacation cutoff date shall be August 31.
- (b) When an employee has completed eight (8) years of continuous service, the employee shall be entitled to an additional five (5) working days up to a maximum of one hundred and fifty (150) hours, (i.e. to a maximum of four (4) calendar weeks of vacation leave with pay each year computed as of the employment anniversary date each calendar year and calculated at a rate of 4/52 of earnings).
- (c) Employees with fifteen (15) years or more continuous service shall earn five (5) weeks (to a maximum of 187.5 hours) of vacation leave computed as of the employment anniversary date and calculated at a rate of 5/52 of earnings.
- (d) Employees with twenty (20) years or more continuous service shall earn six (6) weeks (to a maximum of 225 hours) of vacation leave computed as of the employment anniversary date and calculated at a rate of 6/52 of earnings.
- (e) An employee must give the Company two (2) weeks' notice of a desire to receive vacation pay prior to leave.
- (f) In exceptional cases, for valid reasons, and with the approval of the department head in consultation with the President and CEO, one (1) week of vacation, for those entitled to three, four, five or six weeks, may be carried over to the subsequent year.

- (g) For the purpose of computing annual vacation leave entitlement, continuous service will not be considered broken by temporary layoff, by authorized leave, (except in the case of a Personal Leave of Absence, see Article 18.05), by absence as a result of sickness or while on an authorized training program.

For the purpose of computing annual paid vacation leave entitlement, it is agreed that employees absent from work due to maternity/parental leave or leave while on disability insurance will not accrue paid vacation leave for the period of time during which they are absent.

- (h) Upon termination of employment, an employee or their estate shall receive pay for unused vacation leave credits at the established rate of pay in accordance with the following:
- 3 weeks - 3/52
  - 4 weeks - 4/52
  - 5 weeks - 5/52
  - 6 weeks - 6/52

(i) **Vacation Days - Bonus**

Employees who are scheduled for the whole or any part of their vacation during the period January 1 to May 31, shall be entitled to one (1) additional paid vacation day for each consecutive five (5) days of vacation taken during the said period. Rest days may precede, intersperse, or follow the consecutive five (5) days of vacation. The additional day(s) as contemplated by this section shall be scheduled at the same time the employee's vacation is scheduled and shall be used prior to May 31.

**20.02 Vacation - Scheduling**

All vacation leaves shall be approved by the employee's department manager.

**20.03** When two or more employees in any one department request the same dates for the annual vacation, the department manager shall give due regard to all factors involved and shall determine what the schedule shall be. Other things being equal, seniority shall prevail.

**20.04** Before November 1 of each year, the Company shall ascertain the wishes of the employees and endeavour to take them into account regarding the scheduling of Christmas and New Year's holidays. Preferences shall be taken on the basis of seniority within the functional groups.

- 20.05** Employees who wish to take their full vacation (up to four weeks) in one consecutive period will be permitted to do so where operationally feasible.
- 20.06** During February of each year, each employee shall advise their department manager as to their summer vacation period preferences. The Company shall prepare and approve the summer vacation schedule on or before March 15 of each year. Except by agreement with the employee affected or except where unforeseen or mitigating circumstances arise, an employee's vacation period once posted shall not be changed.
- 20.07** Where unforeseen or mitigating circumstances require the changing of an employee's posted vacation, the employee will be fully reimbursed for any non-recoverable out-of-pocket vacation expenditures.
- 20.08** Employee's preferences will be given due consideration, having regard for the Company's business and operational requirements.
- 20.09** Any vacation scheduling shall not be subject to grievance.

**ARTICLE 21 - STATUTORY HOLIDAYS**

**21.01** The following shall be paid holidays:

- |                  |                 |
|------------------|-----------------|
| New Year's Day   | Labour Day      |
| Family Day       | Thanksgiving    |
| Good Friday      | Remembrance Day |
| Victoria Day     | Christmas Day   |
| Canada Day       | Boxing Day      |
| Saskatchewan Day |                 |

**21.02** Employees shall be compensated for the holidays described in paragraph 21.01 as follows:

- (a) Where the holiday falls on a regular working day and the employee is not required to work, the employee shall receive the normal basic pay;
- (b) Where the holiday falls on a regular scheduled day off, the employee may elect to take an additional day's pay at the regular rate for that week or to take one additional day off in lieu of additional pay at a time convenient to the Company and the employee;

- (c) Where the holiday falls on a regular working day and the employee is required to work, the employee may elect to receive additional pay at one and one-half (1½) times the basic rate for the hours worked, or to take an additional one and one-half (1½) days off in lieu of additional pay at a time convenient to the Company and the employee;
- (d) Where the holiday falls on one of an employee's two (2) scheduled days off and the employee is required to work, that employee shall be paid at a rate of one and one-half (1½) times his basic rate;
- (e) Where the holiday falls during an employee's vacation, the employee shall be given one (1) additional day of vacation leave at the regular rate of pay.

**21.03** Part time, piece rate and commissioned employees shall have their statutory holiday pay calculated on the basis of the average of their earnings exclusive of overtime for the twenty (20) days the employee worked immediately preceding the holiday.

## **ARTICLE 22 - HOURS OF WORK**

### **22.01 Hours of Work - Days Off**

In a two (2) week period (except when an employee has worked on his scheduled day off), there shall be four (4) days off, two (2) of which must be consecutive. (See Appendix C for Plant Services)

### **22.02 Hours of Work - Meals and Coffee Breaks**

- (a) The Company's hours of work shall be seventy-five (75) hours in each two week period to coincide with the Company's pay periods. Meal periods shall not be considered as part of the hours of work, but two (2) separate coffee breaks of fifteen (15) minutes each will be included in a seven and one-half (7½) hour shift. Where an employee is required to work a shift in excess of ten (10) hours, an additional paid coffee break of fifteen (15) minutes will be assigned. (See Appendix C for Plant Services)
- (b) Where an employee is scheduled to work a shift of six (6) hours or more, but less than the regular hours of work, the employee in respect of that shift shall be assigned a meal period which shall not be considered as part of the hours of work, and the employee shall be entitled to one (1) coffee break of fifteen (15) minutes which will be included in the hours of work.

- (c) An employee assigned to a shift between four (4) and six (6) hours shall be entitled to one (1) coffee break of fifteen (15) minutes which will be included in the hours of work.

### **22.03 Hours of Work**

#### **(a) Regular**

Regular hours of work shall mean the authorized and/or approved time worked by an employee during a day, with a minimum credit of seven and one-half (7½) hours for a full time salaried employee at regular pay (except where the employee falls under Article 22.03 (b) "Hours of Work - Varied") and three (3) hours at regular pay for a part time hourly employee. The three (3) hour minimum for a part time employee shall apply in respect of each occasion where the employee reports for work at the call of the Company, except it shall not apply where the employee's shift is broken by a meal period of one (1) hour or less. The said minimum shall be calculated to the last quarter (¼) hour in which work was performed; provided that if the shift extends beyond midnight, it shall be considered as falling wholly within the calendar day in which the preponderance of hours falls. (See Appendix C for Plant Services)

#### **(b) Varied**

In specific departments, for individual employees or groups of employees, hours of work may be varied as authorized by the manager in order to accommodate business needs.

### **22.04** Where an employee is required to attend meetings outside regular hours of work:

- (a) The employee's regular shift will have been considered started at the time of the start of the said meeting.  
or
- (b) The employee will be paid the greater of three (3) hours of regular time or regular time for the amount of time in attendance at said meeting.

### **22.05 Overtime**

#### **(a) Overtime Notice**

Where possible, notice will be given twenty-four (24) hours in advance of overtime work. Special consideration shall be made by employees and management in time of need.

**(b) Overtime Approval**

Overtime must be approved, in advance by the department manager. Time sheets detailing the circumstances which caused the overtime shall be signed by the department manager before being submitted to the payroll department.

- (c) Any hour, or portion thereof, worked by an employee in excess of seventy-five (75) hours in a two (2) week pay period shall be deemed overtime when such extra work has been approved by the Company and shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate. (See Appendix C for Plant Services)

**(d) Overtime - Banked Hours**

Prior to working overtime, the employee and the department manager may mutually agree that the employee may take compensatory time off (e.g. one and one-half (1½) hours for each one (1) hour worked) in lieu of overtime pay.

The maximum hours which may be banked at any one time shall be thirty (30) hours. The employee and the department manager shall mutually agree as to when the employee may take the banked time off.

If the banked time has not been taken as compensatory time off by August 31 of any year, the Company may elect to pay the time in lieu thereof. (See Appendix C for Plant Services)

**(e) Overtime Payment**

Payments for overtime worked shall be calculated at the end of each two (2) week period and paid at the end of the following two (2) week period. (See Appendix C for Plant Services)

**22.06 Standby**

The Company will pay an employee required to be on standby status one and one-half (1½) hours of their regular hourly rate for standby. It is expressly understood that this includes periods where the employee is required to wear a pager or carry a cellular phone or two-way radio.

**22.07 Callback**

- (a) An employee called in to work while on standby status or called in to assist in an emergency situation will be paid for actual working time for a minimum of two (2) hours at a rate of two (2) times the employee's regular hourly rate. Multiple calls during

the two (2) hour minimum period will be considered part of the first callback. A subsequent callback is generated once the previous situation has been resolved and the employee is called in again.

**(b) Callback Hours - Banking**

The employee and the department manager may mutually agree that the employee may take compensatory time off in lieu of callback pay (e.g. two (2) hours for each one (1) hour worked.) The banking of time contemplated by this Article is subject to the banked time maximum and other banked time requirements set forth in this Agreement. (See Article 22.05(d))

**22.08 Schedules**

- (a) Each employee's work schedule, showing the normal starting and finishing time and days off shall be posted no later than 2:00 p.m. on Friday two (2) weeks prior to the commencement of the work schedule. Once posted, the employee's work schedule for the posted period shall not be changed except with the agreement of the employee affected or except where unforeseen or mitigating circumstances arise.
- (b) In the event that an employee's work schedule is not posted as per the foregoing, the previous work schedule shall apply until a new work schedule is posted.

**22.09** The Company shall make every effort to schedule days off on weekends as frequently as possible.

**22.10** The hours of work set forth in this Agreement shall not be construed to mean a guarantee of hours of work per day or per week.

**22.11 Meals Per Diem**

All new and revised per diems will be effective August 6, 2011 unless otherwise stated in the agreement.

**(a) Meals for Extended Shifts**

When an employee is required to work more than two (2) hours beyond their scheduled shift and where that shift is a minimum of seven point five (7.5) hours in length, the Company will make available to the employee a meal allowance not to exceed eight dollars and fifty cents (\$8.50) for which actual receipts must be submitted. Where the employee does not submit a receipt to Payroll with their applicable time sheet, the employee shall then be paid the amount of four dollars (\$4.00).

**(b) Meals for Overnight Travel**

An employee who is traveling for business or training purposes which results in an overnight stay is eligible for the following per diems:

Breakfast - \$10.00      Lunch - \$12.00      Dinner - \$20.00

Meal per diems do not apply when the meal is provided by the training and/or hotel facility, i.e. continental breakfast.

In the case of overnight travel, the employee will be eligible to receive the breakfast allowance amount in the event they are required to leave their home region prior to 6:00 a.m. An employee will be eligible to receive the dinner allowance amount in the event they are not able to return to their home region prior to 6:00 p.m.

**(c) Meals - Emergency/Unexpected Circumstances**

From time to time, an employee will be required to travel for emergency or short notice circumstances. In those cases a meal may fall under the meal allowance policy at the discretion of the manager.

**22.12 Travel Per Diem**

Employees who are required to travel for work resulting in an overnight stay, as determined by the Company, will receive a \$10.00 per diem per overnight stay for the purpose of incidental costs.

**22.13 Shift Differential**

A shift premium will be paid to employees working shifts (including shifts worked on statutory holidays) where the majority of such hours worked fall within the period 0000 hours and 0600 hours. Shift premiums shall not apply to overtime or call back hours worked. The shift premium will increase equivalent to the negotiated increase in wages each year.

- (a) Effective June 1, 2011, the shift premium will increase by two point five (2.5%) percent, from one dollar and twenty-five (\$1.25) cents per hour to one dollar and twenty-eight (\$1.28) cents per hour.
- (b) Effective June 1, 2012, the shift premium will increase by three (3%) percent, from one dollar and twenty-eight (\$1.28) cents per hour to one dollar and thirty-two (\$1.32) cents per hour.



- (c) Effective June 1, 2013, the shift premium will increase by three (3%) percent, from one dollar and thirty-two (\$1.32) cents per hour to one dollar and thirty-six (\$1.36) cents per hour.

## **ARTICLE 23 - UNIFORMS/JACKETS**

### **23.01 Uniform Cost Sharing**

Employees engaged in certain types of work, as determined by the Company, shall be supplied with necessary and appropriate items of uniforms from the list set forth in Article 23.03. Employees who are supplied with an item from the uniform list are required to wear the same during scheduled working hours. The cost of the items supplied will be two-thirds (2/3) paid by the Company. The employee's one-third (1/3) share of the uniform cost will be paid by payroll deduction. Deductions will not exceed fifty dollars (\$50.00) per pay period.

### **23.02 Uniform Care**

Employees are responsible for all washing, dry cleaning, and maintenance of the uniform so that the uniform is in acceptable condition for the start of each shift.

### **23.03 Uniform Life Expectancy**

The standard items included in the term "uniform" and their life expectancy is outlined as follows:

<u>Standard Quantity</u>	<u>Item</u>	<u>Minimum Life Expectancy</u>
1	Parka	2 years
1	Jacket	2 years
1	Liner	2 years
5	Shirts	1 year
4	Trouser	1 year
2	Crests	n/a
7	Name Tags	n/a
1 pr.	Winter Safety Footwear	2 years
1 pr.	Summer Safety Footwear (heavy)	3 years
1 pr.	Summer Safety Footwear (light)	2 years
1 pr.	CSA Approved Rubber Boots	2 years
1 pr.	Overalls	1 year
1 pr.	Overalls (Fire Retardant)	1 year
1	Vest	2 years
1 pr.	Coveralls	1 year

## **ARTICLE 24 - VEHICLES**

**24.01** The Company shall have vehicles maintained and kept in safe operating condition. It shall be the responsibility of the driver to report to the Company with respect to any unsafe operating condition.

### **24.02 Vehicles - Privately Owned Vehicle Usage**

#### **(a) Mileage**

When a privately owned vehicle is used on pre-approved Company business, the employee will receive payment at the rate thirty-nine point twenty-three (39.23) cents per kilometer, with a minimum payment of five dollars (\$5.00) for any day the privately owned vehicle is used on pre-approved Company business.

Employees paid on a piece rate, commission, or base plus commission basis will not be eligible for mileage reimbursement.

#### **(b) Vehicles - Privately Owned Vehicle Care**

Where an employee uses their privately owned or personal vehicle in respect of Company business, the employee shall ensure that the vehicle is maintained in a safe operating condition and in a presentable condition.

### **24.03 Vehicles - Company Owned/Leased Vehicle Use**

(a) Employees required to drive Company owned/leased vehicles as part of their regular duties shall have a valid Saskatchewan driver's license and be insurable under the Company's fleet insurance program as a condition of employment.

(b) Where the Company incurs additional expenses to insure an employee under the fleet insurance program as a result of the employee's driving record, the Company reserves the right to recover these expenses from the employee.

## **ARTICLE 25 - TOOLS AND EQUIPMENT**

### **25.01 Tools and Equipment**

All necessary and appropriate tools and equipment will be provided by the Company and such tools and equipment will be repaired and replaced by the Company as required by normal usage. The employees to whom such tools and equipment are assigned are responsible to ensure that they are properly used, maintained and cared for.

## **25.02 Tools - Lost or Damaged**

Tools or equipment that are lost or damaged because of an employee's negligence or abuse will be repaired or replaced at the expense of that employee.

## **ARTICLE 26 - SALARY AND WAGE SCHEDULE**

**26.01** Attached hereto and forming part of this Agreement are the following schedules:

- Schedule 1 - Job Classifications
- Schedule 2 - Full Time Salaried Wages
- Schedule 3 - Part Time Hourly Rates
- Schedule 4 - Piece Rate Payments

## **26.02 Salary and Wages - New Positions**

The Company, at its discretion, may establish and implement new jobs/positions falling within the scope of this Agreement and establish the applicable salary grade for those positions.

Nothing prevents the Company from paying a salary or wage to an employee higher than the employee's salary grade.

## **26.03 Job Description Review**

Employees will be given an opportunity to review and propose updates to their job description at the time their annual performance evaluation is conducted. The Management/ACEA Committee will meet to review all proposed updates that have been brought forward.

## **26.04 Job Evaluation Committee**

In year one (1) of the Collective Agreement, the Job Evaluation Committee, made up of representatives of Management and the ACEA will meet to review the market analysis and compare it to the current compensation system to ensure it is consistent with the Company's pay philosophy.

In the event a position's salary grade is increased, an employee in that position whose regular rate of pay falls outside the new salary range will immediately have the rate of pay adjusted to conform to the new salary grade. In the event a position's salary grade is decreased, there will be no negative impact to current employees in that position. Such employees will be grandfathered at the higher salary grade. Any new employees

will be hired by the Company at the new salary grade for that position.

**26.05 Salary and Wage Range Progression**

Employees once assigned a job position and salary grade will progress through the applicable salary range based solely upon job performance as assessed by the employee’s department manager. Job performance will be measured by way of a performance evaluation.

On average, and in relation to the salary or wage increase awarded at the time of performance evaluation, employees will progress through their applicable salary grade in the following period of time:

<u>Job Class</u>	<u>Period of Time</u>
Entry level	6 years
Career	7 years
Senior	9 years

**26.06 Performance Evaluations**

- (a) Performance evaluations will occur not less than once per year of employment. Where an employee has been absent on approved leave for thirty (30) days or more, the time period for the performance evaluation shall be extended for a period equal to the period the employee was absent due to the approved leave.
- (b) Where the performance evaluation has not been completed within the required time period, the employee shall inform the Manager of Human Resources and the Access Communications Employees’ Association President of same in writing.

**26.07 Temporary Performance of Higher Duty (TPHD)**

Employees temporarily assigned to job positions with a salary grade higher than their own for a period greater than six (6) weeks shall receive the base rate of pay for that salary range if that base rate exceeds their regular rate of pay. In the application of Article 26.05, there shall be deemed a presumption that employees, had they not been temporarily assigned, would have performed satisfactorily in their regular jobs during the period away from the regular job.

## **26.08 Salary and Wage Increases**

Effective from the date of ratification of the new Collective Agreement, the salary ranges and the rates of pay for each employee will be increased as follows:

- (a) Effective June 1, 2011, the salary ranges and the rate of pay for each employee will be increased by two and one half (2.5%) percent as set out in Schedules 2, 3, and 4 of this Agreement.
- (b) Effective June 1, 2012, the salary ranges and the rate of pay for each employee will be increased by three (3%) percent as set out in Schedules 2, 3, and 4 of this Agreement.
- (c) Effective June 1, 2013, the salary ranges and the rate of pay for each employee will be increased by three (3%) percent as set out in Schedules 2, 3 and 4 of this Agreement.

## **26.09 Salary and Wage Increases - Top of Grade**

Notwithstanding any other provision of the Collective Agreement, where at the time of a general salary increase, an employee's salary is greater than the ceiling for the salary grade to which the job is assigned, the employee shall receive a salary increase (in the same percentage amount as the general salary increase) calculated against the ceiling of said salary grade, and then added to the employee's salary.

## **ARTICLE 27 - HARASSMENT**

All employees of the Company have the right to employment free of harassment. The Board of Directors of the Company has adopted a harassment policy, a copy of which is attached to this Agreement in Appendix "B".

## **ARTICLE 28 - DURATION OF AGREEMENT**

This Agreement shall become effective on the 1<sup>st</sup> day of May, 2011, and shall remain in full force up to and including the 30th day of April, 2014.

### **28.01 Notice to Bargain**

The Agreement shall be automatically renewed thereafter the expiry date for a further period of twelve (12) months unless either party gives to the other party a written notice of its desire to terminate, renew or negotiate revisions to the Agreement. Such notice shall be given not less than thirty (30) calendar days and not more than four (4) calendar months prior to the expiration date of this Agreement. Within twenty (20) calendar days after such notice is given, a conference shall be held by the parties to consider such notice.

### **28.02 Technological Changes**

Recognizing that the Cable Television Industry is an ever changing one, and the effects that such changes could have on the ability of the Company to carry on its business, the parties hereto agree that this Agreement is conclusive, and that any matter not herein specifically dealt with shall not be the subject of negotiations prior to the expiration of this Agreement unless mutually agreed.

**Dated at Regina, Saskatchewan this 6<sup>th</sup> day of August, 2011.**

## **ACCESS COMMUNICATIONS CO-OPERATIVE LIMITED**

***Carole Sauer***

Carole Sauer  
Manager, Human Resources

## **ACCESS COMMUNICATIONS EMPLOYEES' ASSOCIATION**

***Matthew Deans-Beynham***

Matthew Deans-Beynham  
President

# SCHEDULE 1: JOB CLASSIFICATIONS

Job Title	Salary Grade
Senior Account Executive – Custom Solutions	Base + Comm
Account Executive – Broadcast Advertising	Base + Comm
Commercial Account Executive	Base + Comm
Junior Inventory Clerk	4
Inventory Clerk	6
Accounting Clerk	7
Administrative Assistant – Community Programming	7
Administrative Assistant – Engineering	7
Administrative Assistant – Residential Sales	7
Administrative Assistant – Marketing	7
Collections and Audit Co-ordinator	7
Customer Service Representative	7
Line-up Co-ordinator	7
Master Control Operator	7
Receptionist	7
Accounting Technician – Accounts Payable	8
Accounting Technician – Accounts Receivable	8
Commercial Sales Co-ordinator	8
Dispatcher	8
Draftsperson	8
Graphic Designer	8
Production Assistant	8
Promotions Production Assistant	8
Technical Support Representative	8
Marketing Co-ordinator	9
Senior Drafting Technician	10
Senior Production Assistant	10
Traffic Co-ordinator	10
Volunteer Program Co-ordinator	10
Call Centre Team Leader	11
Collections Representative and Field Auditor	11
Installation Technician	11
Internet Support Representative	11

Plant Technician	11
System Operator	11
Broadcast Technician	12
Design Technician	12
Electronics Technician	12
Application Developer	13
Internal Network Technician	13
Marketing Consultant	13
Producer	13
Regional Technician	13
Senior Graphic Designer	13
Senior Internet Support Representative	13
System Administrator	13
Maintenance Technician	14
Senior Accountant	14
Senior Design Technician	14
Senior Plant Technician	14
Financial Analyst	15
Headend Technician	15
Internal Auditor	15
Senior System Administrator	15
System Programmer	15
Network/Telecommunications Technician	16



## SCHEDULE 2: FULL TIME MONTHLY SALARIES

Grade	June 1, 2011			June 1, 2012			June 1, 2013		
	Base	Midpoint	Ceiling	Base	Midpoint	Ceiling	Base	Midpoint	Ceiling
1	\$1,834	\$2,108	\$2,382	\$1,889	\$2,171	\$2,453	\$1,946	\$2,236	\$2,527
2	\$1,925	\$2,213	\$2,501	\$1,983	\$2,279	\$2,576	\$2,042	\$2,347	\$2,653
3	\$2,020	\$2,325	\$2,628	\$2,081	\$2,395	\$2,707	\$2,143	\$2,467	\$2,788
4	\$2,121	\$2,440	\$2,756	\$2,185	\$2,513	\$2,839	\$2,251	\$2,588	\$2,924
5	\$2,224	\$2,560	\$2,896	\$2,291	\$2,637	\$2,983	\$2,360	\$2,716	\$3,072
6	\$2,340	\$2,689	\$3,041	\$2,410	\$2,770	\$3,132	\$2,482	\$2,853	\$3,226
7	\$2,514	\$2,955	\$3,393	\$2,589	\$3,044	\$3,495	\$2,667	\$3,135	\$3,600
8	\$2,639	\$3,102	\$3,565	\$2,718	\$3,195	\$3,672	\$2,800	\$3,291	\$3,782
9	\$2,773	\$3,256	\$3,742	\$2,856	\$3,354	\$3,854	\$2,942	\$3,455	\$3,970
10	\$2,912	\$3,420	\$3,929	\$2,999	\$3,523	\$4,047	\$3,089	\$3,629	\$4,168
11	\$3,058	\$3,591	\$4,125	\$3,150	\$3,699	\$4,249	\$3,245	\$3,810	\$4,376
12	\$3,210	\$3,772	\$4,333	\$3,306	\$3,885	\$4,463	\$3,405	\$4,002	\$4,597
13	\$3,530	\$4,324	\$5,120	\$3,636	\$4,454	\$5,274	\$3,745	\$4,588	\$5,432
14	\$3,705	\$4,540	\$5,374	\$3,816	\$4,676	\$5,535	\$3,930	\$4,816	\$5,701
15	\$3,890	\$4,766	\$5,644	\$4,007	\$4,909	\$5,813	\$4,127	\$5,056	\$5,987
16	\$4,086	\$5,006	\$5,926	\$4,209	\$5,156	\$6,104	\$4,335	\$5,311	\$6,287
Entry Level: Grade 1 - 6			Career Level: Grade 7 - 12			Senior Level: Grade 13 - 16			

### SCHEDULE 3: PART TIME HOURLY RATES

Grade	June 1, 2011			June 1, 2012			June 1, 2013		
	Base	Midpoint	Ceiling	Base	Midpoint	Ceiling	Base	Midpoint	Ceiling
1	\$11.28	\$12.98	\$14.67	\$11.62	\$13.37	\$15.11	\$11.97	\$13.77	\$15.56
2	\$11.84	\$13.61	\$15.40	\$12.20	\$14.02	\$15.86	\$12.57	\$14.44	\$16.34
3	\$12.43	\$14.31	\$16.16	\$12.80	\$14.74	\$16.64	\$13.18	\$15.18	\$17.14
4	\$13.07	\$15.01	\$16.96	\$13.46	\$15.46	\$17.47	\$13.86	\$15.92	\$17.99
5	\$13.67	\$15.75	\$17.81	\$14.08	\$16.22	\$18.34	\$14.50	\$16.71	\$18.89
6	\$14.38	\$16.55	\$18.71	\$14.81	\$17.05	\$19.27	\$15.25	\$17.56	\$19.85
7	\$15.48	\$18.19	\$20.88	\$15.94	\$18.74	\$21.51	\$16.42	\$19.30	\$22.16
8	\$16.26	\$19.10	\$21.92	\$16.75	\$19.67	\$22.58	\$17.25	\$20.26	\$23.26
9	\$17.07	\$20.05	\$23.02	\$17.58	\$20.65	\$23.71	\$18.11	\$21.27	\$24.42
10	\$17.93	\$21.06	\$24.19	\$18.47	\$21.69	\$24.92	\$19.02	\$22.34	\$25.67
11	\$18.80	\$22.11	\$25.39	\$19.36	\$22.77	\$26.15	\$19.94	\$23.45	\$26.93
12	\$19.75	\$23.21	\$26.68	\$20.34	\$23.91	\$27.48	\$20.95	\$24.63	\$28.30
13	\$21.71	\$26.63	\$31.49	\$22.36	\$27.43	\$32.43	\$23.03	\$28.25	\$33.40
14	\$22.82	\$27.94	\$33.07	\$23.50	\$28.78	\$34.06	\$24.21	\$29.64	\$35.08
15	\$23.95	\$29.34	\$34.72	\$24.67	\$30.22	\$35.76	\$25.41	\$31.13	\$36.83
16	\$25.15	\$30.82	\$36.48	\$25.90	\$31.74	\$37.57	\$26.68	\$32.69	\$38.70

Entry Level: Grade 1 - 6                      Career Level: Grade 7 - 12                      Senior Level: Grade 13 - 16

## SCHEDULE 4: PIECE RATES

Piece Rates		Dollar Value Per Point		
Activity	Points	June 1, 2011	June 1, 2012	June 1, 2013
New Overhead Installation	4.50	\$4.37	\$4.50	\$4.63
New Underground Installation	3.50			
Reconnect Outlet	1.00			
Install Outlet	2.00			
Equipment Install (2nd piece)	0.50			
Secure Home	1.00			
Customer Service (per above calls)	1.25			
Repair / Replace Drop	2.00			
Digital Box Install	4.00			
Reconnect (outside only)	1.00			
Place / remove / change trap (no customer contact)	1.25			
Disconnect	1.00			
Equipment Pick-up	1.00			
Service Call - Equipment Swap	1.75			
Service Call - Other	2.50			
Miscellaneous Work as Assigned	1.00			

# **APPENDIX A - OPEN DOOR POLICY**

## **PURPOSE**

The 'Open Door' is our way of resolving employee complaints. It gives employees the right to discuss their complaints with higher levels of management without fear of reprisal.

## **PROCEDURE**

When an employee has a complaint, it is to be discussed first with the direct supervisor.

If the complaint is not resolved to the employee's satisfaction, the employee may discuss the problem with higher levels of management in the following order:

Department Manager  
Manager, Human Resources  
President and CEO

Assistance will be provided in making arrangements for each successive interview.

Employees are assured that use of this procedure will not be held against them.

All complaints will be dealt with promptly.

## **APPENDIX B - HARASSMENT POLICY**

Access Communications does not accept any type of behaviour that could be classified as harassment within the meaning of the Canada Labour Code and/or the Canadian Human Rights Act.

Without restricting the generality of the foregoing, sexual harassment for the purposes of the law and our policy is deemed to be discrimination and is prohibited.

### **Definition**

Harassment is any behavior that demeans, humiliates, or embarrasses a person, and that a reasonable person should have known would be unwelcome. It includes actions, comments, or displays. It may be a single incident or continue over time.

### **Some examples of harassment are:**

- Unwelcome remarks, slurs, jokes, taunts or suggestions about a person's body, clothing, race, national or ethnic origin, colour, religion, age, sex, marital status, family status, physical or mental disability, sexual orientation, pardoned conviction, or other personal characteristics;
- Unwelcome sexual remarks, invitations, or requests (including persistent, unwanted contact after the end of a sexual relationship)
- Displays of sexually explicit, sexist, racist, or other offensive or derogatory material;
- Written or verbal abuse or threats;
- Practical jokes that embarrass or insult someone
- Leering (suggestive staring) or other offensive gestures;
- Unwelcome physical contact, such as patting, touching, pinching, hitting;
- Patronizing or condescending behavior;
- Humiliating an employee in front of coworkers;
- Abuse of authority that undermines someone's performance or threatens his or her career;
- Vandalism of personal property; and/or
- Physical or sexual assault.

The Canadian Human Rights Act and our policy protects employees from harassment that is related to their race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, pardoned conviction, or sexual orientation.

## **Responsibilities**

1. It is the responsibility of the Supervisor and Department Manager or Vice President to monitor behaviour and to take all reasonable steps to ensure that harassment does not occur, and to prevent against its recurrence where the same has occurred.
2. Human Resources is responsible for co-ordinating activities regarding complaints or allegations of personal harassment and determining procedures to be followed in accordance with the law and Company Policy.
3. Each and every employee is responsible for taking all steps reasonable to prevent and or stop any form of harassment and to abide by this policy.

## **Complaint Process**

1. Report the alleged harassment to:
  - Supervisor/Manager of the area; or
  - Association Representative; or
  - Human Resources Manager; or
  - President & CEO
2. All complaints must be sent immediately to the Human Resources Manager.
3. An individual making a complaint at any level of management may select a friend or family member to accompany them at the time of making the complaint, or at any subsequent meeting called to discuss the complaint.
4. Parties may be asked to attend a conflict management or a mediation meeting to resolve the issues.
5. File a formal written harassment complaint to the Human Resources Manager.

## **Written Complaint Procedures**

1. When lodging a formal written complaint, the employee must be prepared to provide the management person dealing with the complaint with precise and detailed information on the nature of the behavior in question, including witnesses to the same, if any.
2. Upon receipt of the written complaint, Human Resources will give a copy of the complaint to the Respondent. The investigation process will begin.
3. The company may engage an independent Harassment Investigator to investigate the complaint.

## **Investigation Process**

1. Investigators will:
  - a) Meet with the complainant to review allegations
  - b) Interview parties involved and document written statements
  - c) Ensure all information is treated confidentially
  - d) Convey the outcome of the investigation outcome to the parties
  - e) Ensure corrective measures are implemented and maintained
2. The relevant facts from all parties will be documented accurately and completely, and a decision on action to be taken rendered as quickly as possible with advice to all parties concerned.
3. Under no circumstances may the name of the complainant or the circumstances related to the complaint be disclosed to any person except where disclosure is necessary for the purpose of investigating the complaint or taking disciplinary measures.

**Note: If the investigation fails to support the complaint, no documentation will be put in the file of the respondent.**

## **Corrective Actions for Harassers**

Corrective action for harassers may include any of the following, depending on the nature and severity of the harassment:

- a) Conflict Management/Mediation
- b) Training
- c) Counseling
- d) A verbal reprimand
- e) A written reprimand
- f) A suspension, with or without pay
- g) A dismissal

**Note: A false accusation may result in disciplinary action up to and including termination.**

## **Appeal Process**

1. Parties have the right to appeal in writing
2. A panel will review the appeal
3. A complaint can also be filed with the Occupational Health & Safety Act or the Canadian Human Rights Commission.

## **Retaliation**

Retaliation against any individual for reporting harassment is an offence under the Canadian Human Rights Act and is subject to disciplinary action up to and including termination.

## **Counseling**

Counseling is available through Access' EFAP Program – Homewood Human Solutions



## **APPENDIX C - PLANT SERVICES**

The parties hereto agree that employees engaged in work related to Plant Services shall be subject to the collective agreement expiring April 30, 2014; and, that the collective agreement is amended as set forth below to reflect employment conditions specifically applicable to Plant Services employees. The said amendments are as set forth below.

### **Article 3 (Definitions)**

**3.02** For employees working in Plant Services, a “full time employee” is one who has completed the probationary period and who works a normal one thousand, nine hundred and fifty (1,950) hours in each fifty-two (52) week period beginning May 1.

**3.03** For employees working in Plant Services, a “part time employee” is one who has completed the probationary period and who normally works less than the normal one thousand, nine hundred and fifty (1,950) hours in each fifty-two (52) week period beginning May 1.

**3.04** A “probationary employee” is defined as follows:

For employees working in Plant Services, in the case of an employee assigned to salary grade 12 or lower, any employee who has worked in any position less than the lesser of four hundred and fifty (450) hours or six (6) calendar months.

For employees working in Plant Services, in the case of an employee assigned to salary grade 13 or higher, any employee who has worked in any position less than the lesser of nine hundred (900) hours or twelve (12) calendar months.

### **Article 12 (Seniority)**

For employees engaged in Plant Services, seniority will include service with the company prior to the creation of the Plant Services division or the commencement of the employment of the employee, whichever occurs first.

## **Article 16 (Employee Benefit Program)**

**16.02** For employees working in Plant Services, the length of participation in the benefit plans referred to in Articles 16.01 and 16.02 will be determined using the following formula:

# of Hours Worked Since May 1

Divided by 37.5

Equals: Minimum Benefit Period (includes any required waiting period)

The Company may, at its discretion, extend benefits beyond the period determined by the above formula.

## **Article 22 (Hours of Work)**

**22.01** For employees working in Plant Services, in a two (2) week period, there shall be a minimum of two (2) days off.

**22.02** (a) For employees working in Plant Services, the Company's regular hours of work shall be one thousand, nine hundred and fifty (1,950) hours in each fifty-two (52) week period beginning May 1.

Meal periods shall not be considered as part of the hours of work, but two (2) separate coffee breaks of fifteen (15) minutes each will be included in a seven and one-half (7 1/2) hour shift. For employees working in Plant Services, where an employee is required to work a shift in excess of ten (10) hours, a paid meal break of thirty (30) minutes will be assigned.

**22.03** A regular shift for employees working in Plant Services shall mean the authorized and/or approved time worked by an employee during a day, with a minimum credit of three (3) hours at the regular pay. The three (3) hour minimum shall apply in respect of each occasion where the employee reports for work at the call of the Company, except it shall not apply where the employee's shift is broken by a meal period of one (1) hour or less. The said minimum shall be calculated to the last quarter (1/4) hour in which work was performed; provided that if the shift extends beyond midnight, it shall be considered as falling wholly within the calendar day in which the preponderance of hours falls.

**22.05 OVERTIME:**

- (c) For employees working in Plant Services, any hour, or portion thereof, worked by an employee in excess of one thousand, nine hundred and fifty (1,950) hours in the fifty-two (52) week period beginning May 1 of each year, shall be deemed overtime when such extra work has been approved by the Company and shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate.
- (d) For employees working in Plant Services, on May 1 of each year each employee may make an election with respect to payment for hours worked. Details of this election are set out in Appendix C of this Agreement.

**22.08** For employees working in Plant Services, working days and shift start times shall be established having regard to weather conditions as well as the company's needs and requirements. Accordingly, employees will be available for work at the call of the Company.

DATED at Regina, Saskatchewan this 6th day of August, 2011.

For the Company

For the Association

***Jim Deane***

***Matthew Deans-Beynham***

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Jim Deane  
President and CEO

---

Matthew Deans-Beynham  
President, ACEA

***Carole Sauer***

***Aaron Barlow***

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Carole Sauer  
Manager, Human Resources

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Aaron Barlow  
Vice-President, ACEA

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