

COLLECTIVE AGREEMENT

BETWEEN

ACCESS COMMUNICATIONS

AND

**ACCESS COMMUNICATIONS
EMPLOYEES' ASSOCIATION**

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AGREEMENT

Between

ACCESS COMMUNICATIONS

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,

April 30, 2007 – April 30, 2011

**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 favorable customer relations.

**ARTICLE 2
RECOGNITION AND SCOPE**

- 2.01 The Company recognizes the Association as the sole and exclusive bargaining agent for all employees of Access Communications Co-operative Limited (including employees of Teletheatre Regina Ltd.) in the Cities of Regina, Yorkton, North Battleford, Estevan and Weyburn, Saskatchewan, excluding the manager of corporate affairs, business development officer, communications officer, assistant to the President & CEO, systems analyst, compensation & benefits administrators, human resource officers, supervisors and those above the rank of supervisor.

ARTICLE 3 DEFINITIONS

- 3.01 The term “Agreement” shall mean this Collective Agreement.
- 3.02 A “full time employee” is one who has completed his probationary period and who works a normal seventy-five (75) hours in the two (2) week pay period.
- 3.03 A “part time employee” is one who has completed his probationary period and who normally works less than the normal seventy-five (75) hours in the two (2) week pay period.
- 3.04 A “probationary employee” is defined as follows:
- 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 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.
- 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 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 twelve (12) month period; or, a university or college student who intends to return to his 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; or, a high school student who does not work more than eight hundred (800) hours in any twelve (12) month period. Casual employees are not subject to the Collective Agreement.

- 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 ASSOCIATION DUES

- 4.01 Every employee of the Company who is now, or hereafter becomes a member of the Association, shall maintain his membership in the Association as a condition of his employment, and every new employee shall within thirty (30) days after the commencement of his employment, apply for and thereafter maintain membership in the Association as a condition of his 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 months. The Company shall furnish a record of those employees from whom deductions have been made and the amounts 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 T-4 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 five (5) members of the Association 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 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 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, provided such leave does not adversely effect the operation of the business or require the Company to hire additional persons during such leave.

ARTICLE 8 NO STRIKES, NO 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 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 his 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: 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 his reply to the grievance within seven (7) days after the receipt thereof.

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: 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 An Association policy grievance may be submitted by the Association at Step 2 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, then the selection and appointment shall be made from the following list drawn by lot:
1. Bob Pelton
 2. Ken Stevenson
- 10.06 If the person whose name has been drawn is unable or unwilling to hear the matter and render a decision within forty-five (45) days of his appointment, names will again be drawn so that a chair is appointed who is able and willing to act within the said time period.
- 10.07 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.
- 10.08 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.
- 10.09 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 discharged, suspended or demoted 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 within a period of forty-eight (48) hours after the discharge, suspension, demotion, or formal discipline.

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 Each six **(6)** months, upon his request, an employee may have access to his personnel file in the presence of his department manager.

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.

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

11.05 Notwithstanding anything in this Agreement which may suggest otherwise, it is agreed that:

a) a newly hired employee who is discharged during his probationary period shall conclusively be deemed to have been discharged for just cause.

b) if an employee is required to drive an automobile as part of his 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" 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.

For employees of the Yorkton system, 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 system, 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 system, seniority earned while a member of the CEP Union will be carried over.

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

Regina

Administration
Customer Service
Sales & Marketing
Inside Technical
Outside Technical
Information Systems
Community Programming

Estevan/Weyburn

Customer Service
Technical
Community Programming

Yorkton

Customer Service
Technical
Community Programming

North Battleford

Customer Service
Technical
Community Programming

- 12.03 Each twelve (12) months, the Company shall prepare and post a full time seniority list and a part time seniority list by department by location of operation. A copy of such list shall be provided to the President of the Association.
- 12.04 Part time hourly employees shall accumulate seniority on the basis of hours worked, paid sick leave, authorized leaves of absence (paid and unpaid), paid statutory holidays and earned vacation leave.

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.

- 12.05 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 his last known address with the Company within a period of seven (7) days of the said notice having been registered to or delivered at his 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.
- 12.06 Where a part time employee becomes full time, he shall be credited with seniority accumulated while classified as a part time employee. Where a full time employee becomes part time, he 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 In the event of a reduction in the work force, employees shall be laid off on the basis of their system and departmental seniority provided the senior employees in the system and department possess the qualifications to perform the work of the employee about to be laid off.
- 13.03 Employees shall be recalled from layoff on the basis of their system and departmental seniority and their qualifications to perform the work for which they would be recalled.
- 13.04 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 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 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. Bulletin boards shall be located as follows:

Regina Offices:

Main Level - Park Street
Second Level - Park Street

Offices outside Regina:

Staff room

Nothing precludes the Company from temporarily filling the position until the position is permanently filled.

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 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 The Company may release an employee from his newly appointed position during the probationary period for that position providing he has proven to be incapable of fulfilling the required duties of the new position. He shall be entitled to return to his former position on the same terms that existed prior to his move to the new position or to a comparable position if his 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 When an employee applies for a vacant or new position in writing and is not able to fulfill the activities of his 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 his employment with the Company.

In the event at the time the employee is advised he is not satisfactorily fulfilling the activities of his new position and if the employee's former position is still vacant, the employee shall be entitled to revert back to his former position if the Company intends to fill the former 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 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.

Before deciding to hire from any other source, the Company will act bona fide and nondiscriminatory in making its decision that no internal applicant in the company's assessment satisfactorily meets the qualifications for this position.

14.06 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 therefore. Such written advice will become part of the employee's personnel file.

14.07 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.

14.08 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

The Company will not recover the cost of required courses with a total cost of two hundred and fifty dollars (\$250.00) or less, nor shall the Company recover any costs of a required course where the employee has remained employed with the Company for twelve (12) months or more after course completion. In no event in the case of a required course shall the Company recover more than five hundred dollars (\$500.00).

- 14.09 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 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 An employee who is successful in an application for a position which is not of a permanent nature will, at the end of her employment in that position, revert to the position she immediately previously occupied or to a generally comparable position, and the employee who has reverted shall be placed at the step of her salary range applicable immediately prior to her having left the position, subject to any increments that she would have received in her previous position.

ARTICLE 15
ASSOCIATION USE OF BULLETIN BOARDS

- 15.01 The Company shall provide suitable bulletin boards (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 16 SAFETY AND HEALTH

- 16.01 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.
- 16.02 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 17 JURY DUTY

- 17.01 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.
- 17.02 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 17.01 shall apply.

ARTICLE 18 EMPLOYEE BENEFIT PROGRAM

- 18.01 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
 - Long Term Disability Insurance
 - Extended Health (Hospital and Major Medical) Insurance
 - Vision Care
 - Group Homeowners' and Tenants' Insurance
 - Optional Group Life Insurance

- 18.02 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.
- 18.03 Effective with the 2007 contract, the company will implement a Health and Wellness Financial Assistance Program to a maximum cost of two hundred dollars (\$200.00) every two (2) years for each full time employee, and a pro rata amount in respect of employees who work less than full time hours.
- 18.04 The Company shall keep in effect a Registered Company Pension Plan.
- 18.05 Employees who reside in the service area of the company shall be entitled to receive, at their home address, the company's cable television services (excluding pay per view movies and events) and the use of one digital unit at no cost to the employee. Should the employee so choose, the digital unit may be upgraded with the employee paying:
- | | |
|------------------|-------------------------|
| PVR – HD capable | \$9.95 rental per month |
| PVR only | \$5.95 rental per month |
- 18.06 The Company shall provide payroll deduction services to allow staff to contribute to the Canada Payroll Savings Plan and a Registered Retirement Savings Plan.
- 18.07 The Company shall ensure there is adequate off-street parking with plug-ins provided for all employees where operationally feasible.
- 18.08 Employees who reside in the service area of the company shall be entitled to receive, at their home address, a discount equal to 50% of regular billing for any one of the internet products offered by the company.

ARTICLE 19 SICK LEAVE

- 19.01 Employees shall be entitled to accumulate sick leave credits to one and one-quarter (1 1/4) days for each month of employment to a maximum of fifteen (15) days. For piece rate, commissioned, and hourly employees, one day will be defined as the employee's average commissioned/piece rate earnings/day or hours/day during the previous six (6) month period at the point the sick leave credits are used.

- 19.02 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.

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, the employee will be advised whether he is 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.

- 19.03 Any employee absent from work because of illness must inform his immediate supervisor at least one hour prior to the start of his 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.

- 19.04 Assuming an employee has the necessary credits, sick leave will be paid for the required waiting period of the sickness and accident (long term disability) group policy for any continuous leave due to sickness or accident. The sickness and accident group policy will then take effect and there will be no further remuneration from the Company until the employee returns to full time employment.

- 19.05 Should an employee not have the necessary credits for the required waiting period of the sickness and accident (long term disability) group policy, the employee may at his discretion use either accumulated vacation days or time previously banked in accordance with Article 23.06 (e) to this Agreement.

- 19.06 In the case of illness to a member of the employee's immediate family, or, in the case of mitigating circumstances, 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 20 LEAVES - GENERAL

20.01 CHILD CARE LEAVE

Employees shall be entitled to leave for child care responsibilities as set forth in the Canada Labour Code. The provisions thereof are appended to this Agreement in Appendix "B" and are deemed to be incorporated within the said Agreement.

20.02 COMPASSIONATE LEAVE

When a member of the employee's immediate family dies, the employee is entitled to leave on all scheduled working days that fall within the three (3) day period immediately following the date the death occurred. Where the funeral of the deceased does not take place within the three (3) day period aforementioned, the employee shall be granted time off with pay to a maximum of one (1) day to attend the funeral.

Should the death occur while an employee is on vacation leave, the employee shall be eligible for compassionate leave and the corresponding number of vacation days shall be extended or rescheduled by mutual agreement of the manager and the employee.

Where it is necessary for the employee to travel out of the province to attend the funeral of a member of his immediate family, the Company at its discretion, may grant up to an additional two (2) days.

Immediate family shall be confined to the employee's spouse, common-law spouse, parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, child, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, plus any relative permanently residing in the employee's household or with whom the employee resides.

ARTICLE 21 ANNUAL VACATIONS

21.01 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 (1 1/4) days for each completed calendar month of continuous service, up to a maximum of fifteen (15)

working days, (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, he shall be entitled to an additional five (5) working days (i.e. to a maximum of four (4) calendar weeks of vacation leave with pay each year computed as of his employment anniversary date each calendar year and calculated at a rate of 1/13 of earnings).
- (c) Employees with fifteen (15) years or more continuous service shall earn five (5) weeks of vacation leave each year calculated at a rate of 5/52 of earnings.
- (d) Employees with twenty (20) years or more continuous service shall earn six (6) weeks of vacation leave each year 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 & 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, 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 his estate shall receive pay for unused vacation leave credits at his established rate of pay in accordance with the following:
3 weeks - 3/52 4 weeks - 1/13 5 weeks - 5/52 6 weeks - 6/52
- (i) An employee who is scheduled for the whole or any part of his vacation during the period January 1 to May 31, shall be entitled to one (1) additional paid vacation day for each full week of vacation taken during the said period. 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.

SCHEDULING OF HOLIDAYS

- 21.02 All vacation leaves shall be approved by the employee's department manager.
- 21.03 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.
- 21.04 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.
- 21.05 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.
- 21.06 (a) 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.
- (b) 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.
- (c) Employee's preferences will be given due consideration, having regard for the Company's business and operational requirements.
- 21.07 Any vacation scheduling shall not be subject to grievance.

ARTICLE 22 STATUTORY HOLIDAYS

- 22.01 The following shall be paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Citizen's Day	Boxing Day
Heritage Day	

22.02 Employees shall be compensated for the holidays described in paragraph 22.01 as follows:

- (a) where the holiday falls on a regular working day and the employee is not required to work, the employee shall receive his 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 his 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 (1 1/2) times his basic rate for the hours worked, or to take an additional one and one-half (1 1/2) 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 (1 1/2) 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 his regular rate of pay.

22.03 Part time, piece rate and/or 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 23 HOURS OF WORK

23.01 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.

23.02 (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 (7 1/2) 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.

- (b) Where an employee is assigned to a tour of duty of six (6) hours or more, but less than the regular tour of duty, the employee in respect of that tour of duty 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 tour of duty.
- (c) An employee assigned to a tour of duty 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 tour of duty.

23.03 A regular tour of duty shall mean the authorized and/or approved time worked by an employee during a day, with a minimum credit of seven and one-half (7 1/2) hours for a full time salaried employee at his regular pay and three (3) hours at his 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 (1/4) hour in which work was performed; provided that if the tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which the preponderance of hours falls.

23.04 Where an employee is required to attend meetings outside his regular tour of duty:

- (a) His regular tour of duty 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.

23.05 OVERTIME:

- (a) 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 must be approved, in advance by the department manager. Pay 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 (1 1/2) times the employee's regular hourly rate.

- (d) Prior to working overtime, an employee and his department head may mutually agree that the employee may take compensatory time off (e.g. one and one-half (1 1/2) 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 twenty-two and one-half (22 1/2). The employee and his department head 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.

- (e) 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.

- 23.06 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 at the rate of two (2) times the employee's regular hourly rate with a minimum credit of two (2) hours.

The employee and his department head may mutually agree that the employee may take compensatory time off in lieu of callback pay. 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.

- 23.07 The Company will pay an employee required to be on stand by status one and one-half (1 1/2) hours of their regular hourly rate for stand by. 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.

- 23.08 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.

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.

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

- 23.10 When an employee is required to work more than two (2) hours beyond the normal seven and one-half (7 1/2) hour work day as scheduled, 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 his applicable time sheet, he shall then be paid the amount of four dollars (\$4.00).
- 23.11 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.
- 23.12 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.
- a. Effective from the date of ratification of the new collective agreement, the shift premium will increase from seventy (70) cents per hour to eighty (80) cents per hour.
 - b. Effective June 1, 2008, the shift premium will increase from eighty (80) cents per hour to ninety (90) cents per hour.
 - c. Effective June 1, 2009, the shift premium will increase from ninety (90) cents per hour to one (\$1.00) dollar per hour.
 - d. Effective June 1, 2010, the shift premium will increase from one (\$1.00) dollar per hour to one dollar and twenty-five (\$1.25) cents per hour.

ARTICLE 24 UNIFORMS/JACKETS

- 24.01 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 24.03. 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.
- 24.02 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.
- 24.03 The standard items included in the term "uniform" and their life expectancy are 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.	Overalls	1 year
1	Vest	2 years
1 pr.	Coveralls	1 year

ARTICLE 25 VEHICLES

- 25.01 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.

25.02 When a privately owned vehicle is used on pre-approved Company business, the employee will receive payment at the rate thirty-five (35) 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 this reimbursement.

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

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

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

ARTICLE 26 TOOLS AND EQUIPMENT

26.01 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.

26.02 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 27 WAGE AND SALARY SCHEDULE

27.01 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

27.02 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.

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.

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

27.03 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 Job Evaluation Committee will meet each year to evaluate newly-created positions and positions that have experienced change that is significant enough to warrant review.

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 his 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.

27.04 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 increase awarded at the time of performance evaluation, employees will progress through their applicable salary grade in the following period of time:

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

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.

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.

27.05 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 26.04, there shall be deemed a presumption that the employee, had he not been temporarily assigned, would have performed satisfactorily in his regular job during this period he was away from his regular job.

27.06 Effective from the date of ratification of the new collective agreement, 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.

Plus

If the new collective agreement is ratified before June 1, 2007, each full time member of the bargaining unit who has worked all the regular hours during the preceding twelve (12) months shall receive a signing bonus of a gross amount of \$500.00.

A member of the bargaining unit who has worked a lesser number of regular hours shall be paid a signing bonus on a pro-rata basis having regard to the number of regular hours the employee worked during the preceding twelve (12) months.

27.07 Effective June 1, 2008, 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.

27.08 Effective June 1, 2009, 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.

27.09 Effective June 1, 2010, the salary ranges and the rate of pay for each employee will be increased by four (4) percent as set out in schedules 2, 3 and 4 of this agreement.

- 27.10 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 he is then assigned, the employee shall receive a salary increase (in the same percentage amount as the general salary increase) calculated against the ceiling of the employee's salary grade, and then added to his salary.

ARTICLE 28 HARASSMENT

- 28.01 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 "C".

ARTICLE 29 DURATION

- 29.01 This Agreement shall become effective on the 30th day of April, 2007, and shall remain in full force up to and including the 30th day of April, 2011, and shall be automatically renewed thereafter 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.
- 29.02 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 17th day of April, 2007.

ACCESS COMMUNICATIONS

Debby Kuntz
Manager, Human Resources

ACCESS COMMUNICATIONS EMPLOYEES' ASSOCIATION

Derek Fletcher
President

Schedule 1

Job Classifications

Job Title	Salary Grade
Snr Account Executive – Custom Solutions	Base + Comm
Account Executive - Broadcast Advertising	Base + Comm
Commercial Account Executive	Base + Comm
Field Sales Representative	Base + Comm
Junior Inventory Clerk	4
Inventory Clerk	6
Admin Assistant - Community Programming	7
Receptionist	7
Master Control Operator	7
Customer Service Representative	7

Control Clerk	7
Admin Assistant - Marketing	7
Admin Assistant - Engineering	7
Commercial Sales Co-ordinator	8
Production Assistant	8
Dispatcher	8
Technical Support Representative	8
Accounts Payable Clerk	8
Collections Administrator	8
Senior Inventory Clerk	8
Graphics Designer	8
Draftsperson	a
Senior Drafting Technician	10
Internet Technician	11
Call Centre Team Leader	11
Internet Support Representative	11
Systems Operator	11
Installation Technician	11
Communications Co-ordinator	12
Service Technician	12
Electronics Technician	12
Design Technician	12
Field Auditor	12
Senior Accountant	12
Senior Graphic Designer	13
System Administrator	13
Internal Network Technician	13
Senior Internet Support Representative	13
Producer	13
Volunteer Coordinator	13
Web Developer	13
Maintenance Technician	14
Senior Installation/ Service Technician	14
Financial Analyst	14
Systems Programmer	15
Senior Internet Administrator	15
Internal Auditor	15
Network / Telecommunications Technician	16

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 his 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 of Human Resources
President & 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”
CHILD CARE LEAVE
Labour Standards of the Code

The Code recognizes two types of situations: that of the female employee who is pregnant, and that of the employee, male or female, who becomes responsible for the care of a dependent child. Accordingly, two types of child care leave are provided for: one that an employee becomes entitled to by virtue of her own pregnancy, and one that is occasioned by the arrival of a child, either by birth or adoption. A woman who takes the former is also entitled to the latter.

BASIC STANDARD:

A. Female Employees

1. In the case of pregnancy:
Women who are pregnant and have completed at least six (6) months of service with their employer are entitled to:
 - i) Seventeen (17) weeks unpaid leave, starting no earlier than eleven (11) weeks prior to the expected delivery date and ending at the latest seventeen (17) weeks following the actual delivery date, and
 - ii) an additional thirty-five (35) weeks unpaid leave for the care of the child.

This means that a pregnant employee may be entitled to a total of fifty-two (52) weeks of unpaid leave and that she can begin this leave as early as eleven (11) weeks before the expected date of birth, or as late as the birth date itself. Under normal circumstances, she can take as much or as little of this leave as she wishes. She cannot, however, be forced to take a leave of absence for pregnancy unless the employer can prove that she is unable to perform an essential function of her job and that there is no appropriate alternative job available.

2. In the case of adoption:
Female employees with six (6) months service with their employer who become responsible for the care of a dependent child are entitled to thirty-seven (37) weeks of unpaid leave. This leave begins on the day the child actually comes into the employee’s care and custody. Where a legal adoption is being processed, leave begins on the day the child comes into the employee’s care.

B. Male Employees

A male employee having six (6) months service with his employer, who becomes responsible for the care of a dependent child, is entitled to thirty-seven (37) weeks of unpaid leave for the care of the child. This leave commences on the expiration of any leave taken by a woman with respect to the same child, on the day the child is born, or on the day the child actually comes into his custody and care. In the case of a pending legal adoption, the leave begins the day the child comes into his care.

C. Standards Relating to Both Female and Male Employees

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 child care leave are entitled to be reinstated in their positions on their return.

Employees who cannot be reinstated in their former positions on return from child care 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 child care 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 child care leave accumulate during the entire period of the leave, but employees may be responsible for certain monetary contributions, which must be paid within a reasonable time.

Special Cases

Two employees, male and female, both of whom work in enterprises under the jurisdiction of the Code, can share the thirty-seven (37) weeks leave that is not associated with pregnancy. Their total combined entitlement does not, however, exceed thirty-seven (37) weeks.

Procedures

An employee intending to take child leave or to change the length of leave already granted is required to provide the employer with four weeks notice, in writing.

In the case of leave associated with pregnancy, an employee must furnish the employer with a doctor's certificate confirming the pregnancy.

Employees wishing to be informed in writing of employment, promotion, or training opportunities arising during their child care leave must request in writing that this notice be given to them.

APPENDIX "C"

HARASSMENT POLICY

Policy Statement

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 behaviour 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 behaviour;
- 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 the Department Manager/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 or 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 Procedure

1. Any employee who believes he/she has been subjected to harassment should address a complaint to his or her immediate supervisor. The supervisor will immediately inform Human Resources.
2. in the event it is not appropriate for a complaint to be initiated with the immediate supervisor, such complaint may be submitted to Human Resources or any higher level of management up to and including the President & Chief Executive Officer.
3. An individual making a complaint at any level of management may select a fellow employee of his or her choice to accompany him or her at the time of making the complaint, or at any subsequent meeting called to discuss the complaint.
4. When lodging a 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 behaviour in question, including witnesses to the same, if any.
5. Upon receipt of the complaint, the management person receiving the same shall designate a person to interview the complainant, the alleged harasser, and any witnesses to establish the facts of the case.
6. The relevant facts are to be documented accurately and completely, and a decision on action to be taken rendered as quickly as possible with advice to all parties concerned.
7. 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.

Corrective Action for Harassers

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

- *A written reprimand
- *A suspension, with or without pay
- *A dismissal