

COLLECTIVE AGREEMENT

BETWEEN

DynaLIFE_{Dx}

AND

**THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA**

FOR THE PERIOD

April 1, 2022 to March 31, 2025

TABLE OF CONTENTS

<u>PREAMBLE</u>	1
<u>ARTICLE 1: TERM OF AGREEMENT</u>	1
<u>ARTICLE 2: DEFINITIONS</u>	2
<u>ARTICLE 3: MANAGEMENT RIGHTS</u>	3
<u>ARTICLE 4: UNION BUSINESS</u>	4
<u>ARTICLE 5: UNION MEMBERSHIP</u>	7
<u>ARTICLE 6: NO DISCRIMINATION, HARASSMENT OR BULLYING</u>	7
<u>ARTICLE 7: NO STRIKE OR LOCKOUT</u>	8
<u>ARTICLE 8: PROBATIONARY PERIOD</u>	8
<u>ARTICLE 9: POSITION POSTINGS</u>	9
<u>ARTICLE 10: JOB DESCRIPTIONS</u>	14
<u>ARTICLE 11: JOB CLASSIFICATIONS</u>	15
<u>ARTICLE 12: RECOGNITION OF PREVIOUS EXPERIENCE</u>	18
<u>ARTICLE 13: TECHNOLOGICAL CHANGE</u>	19
<u>ARTICLE 14: CONTRACTING OUT</u>	20
<u>ARTICLE 15: SENIORITY</u>	20
<u>ARTICLE 16: LAYOFF AND RECALL</u>	22
<u>ARTICLE 17: PERFORMANCE MANAGEMENT</u>	26
<u>ARTICLE 18: PERSONNEL FILES</u>	26
<u>ARTICLE 19: DISCIPLINE & DISMISSAL</u>	27
<u>ARTICLE 20: DEEMED TERMINATION/RESIGNATION</u>	28
<u>ARTICLE 21: GRIEVANCES</u>	29
<u>ARTICLE 22: GRIEVANCE ARBITRATION</u>	31
<u>ARTICLE 23: OCCUPATIONAL HEALTH SAFETY AND WELLNESS</u>	32
<u>ARTICLE 24: PROTECTIVE CLOTHING</u>	34
<u>ARTICLE 25: MODIFIED WORK</u>	35
<u>ARTICLE 26: WORK SCHEDULES</u>	35
<u>ARTICLE 27: HOURS OF WORK</u>	37
<u>ARTICLE 28: COMPENSATION</u>	39
<u>ARTICLE 29: OVERTIME</u>	39
<u>ARTICLE 30: ON-CALL</u>	41
<u>ARTICLE 31: CALL-BACK</u>	42

<u>ARTICLE 32: SHIFT DIFFERENTIALS</u>	43
<u>ARTICLE 33: RESPONSIBILITY PAY</u>	43
<u>ARTICLE 34: TEMPORARY ASSIGNMENTS & OUT-OF-SCOPE TRANSFERS</u>	44
<u>ARTICLE 35: OVER/UNDER PAYMENTS</u>	45
<u>ARTICLE 36: BENEFITS</u>	45
<u>ARTICLE 37: VACATION</u>	47
<u>ARTICLE 38: SICK LEAVE</u>	51
<u>ARTICLE 39: WORKERS' COMPENSATION</u>	53
<u>ARTICLE 40: RETIREMENT</u>	55
<u>ARTICLE 41: LEAVES OF ABSENCE</u>	56
<u>ARTICLE 42: EDUCATION</u>	64
<u>ARTICLE 43: EMPLOYEE TRAVEL</u>	65
<u>ARTICLE 44: NAMED HOLIDAYS</u>	68
<u>ARTICLE 45: COPIES OF COLLECTIVE AGREEMENT</u>	70
<u>ARTICLE 46: MAINTENANCE OF PROFESSIONAL STANDING</u>	70
<u>WAGE APPENDIX</u>	71
<u>LETTER OF UNDERSTANDING #1</u>	75
RE: JOB SHARING	75
<u>LETTER OF UNDERSTANDING #2</u>	76
RE: FLEXIBLE SPENDING ACCOUNT	76
<u>LETTER OF UNDERSTANDING #3</u>	78
RE: BASE LAB PARKING	78
<u>LETTER OF UNDERSTANDING #4</u>	79
RE: EMPLOYEE MANAGEMENT ADVISORY COMMITTEE	79
<u>LETTER OF UNDERSTANDING #5</u>	80
RE: ESSENTIAL SERVICES AGREEMENT	80
<u>LETTER OF UNDERSTANDING #6</u>	81
RE: HOME COLLECTIONS PREMIUM	81
<u>LETTER OF UNDERSTANDING #7</u>	82
RE: NORTHERN PREMIUM	82
<u>LETTER OF UNDERSTANDING #8</u>	83
RE: USE OF SENIORITY IN THE SCHEDULING OF VACATION	83
<u>LETTER OF UNDERSTANDING #9</u>	84
RE: NORTHERN LIVING ALLOWANCE	84

<u>LETTER OF UNDERSTANDING #10</u>	85
RE: DUTY TO ACCOMMODATE.....	85
<u>LETTER OF UNDERSTANDING #11</u>	86
RE: GRANDFATHERING PROVISION FOR THE NORTHERN LIGHTS REGION	86
<u>LETTER OF UNDERSTANDING #12</u>	88
RE: EMPLOYEE REQUEST FOR REDUCTION IN FTE	88
<u>LETTER OF UNDERSTANDING #13</u>	91
RE: JOINT COMMITTEE	91
<u>LETTER OF UNDERSTANDING #14</u>	93
RE: CLASSIFICATION SPECIFICATIONS	93
<u>LETTER OF UNDERSTANDING #15</u>	94
RE: EMPLOYEE DEVELOPED SHIFT SCHEDULES.....	94
<u>LETTER OF UNDERSTANDING #16</u>	96
RE: BENEFITS ELIGIBLE CASUAL EMPLOYEES (BECE)	96
<u>LETTER OF UNDERSTANDING #17</u>	98
RE: BENEFITS COMMITTEE	98
<u>LETTER OF UNDERSTANDING #18</u>	99
RE: CLASSIFICATION MAPPING	99

THIS COLLECTIVE AGREEMENT made this 30th day of June A.D 2023.

BETWEEN:

DynaLIFE_{Dx}
(hereinafter referred to as "DynaLIFE")

- and -

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereafter referred to as "the Union")

PREAMBLE

The parties acknowledge that their primary purpose is to provide efficient client/patient care services and believe this purpose can be achieved most readily when harmonious relationships exist between DynaLIFE and its Employees.

It is understood that there is a mutual interest of the parties to promote and assure the safe, efficient, economical and viable operation of the Company's business. The parties intend through this Agreement to preserve work; promote and improve economy, safety and the quality and efficiency of work performed; establish an equitable method for resolving grievances; and prevent strikes, slowdowns, sympathy strikes, lockouts and any other interferences with the business during the term.

ARTICLE 1: TERM OF AGREEMENT

- 1.1 The term of this agreement shall be effective from the date of ratification to March 31, 2025, and from year to year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date, of its desire to change or amend this Collective Agreement.
- 1.2 Where notice is served by either party under the Labour Relations Code to commence Collective Bargaining, this Collective Agreement shall continue in full force and effect until either:
 - (a) a settlement is agreed upon and a new Collective Agreement is ratified;
or
 - (b) if a settlement is not agreed upon, a new Collective Agreement is executed as provided in the Labour Relations Code; or
 - (c) a strike or lockout commences.
- 1.3 An Employee whose employment has terminated prior to the signing of this

Collective Agreement is eligible to receive retroactively any increase(s) to basic hourly salary schedules that they would have received but for the termination of employment, upon the submission of a written application to the Employer within sixty (60) calendar days of the ratification of the Collective Agreement.

ARTICLE 2: DEFINITIONS

2.1 "Employee" means any person employed in the bargaining unit referred to in Article 4.1. It shall further include any person employed in any new classification added to the bargaining unit in the future pursuant to Article 11.

2.2 Types of Employees

2.2.1 "Regular Employee" is an Employee who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature, but does not include a Casual Employee nor a Temporary Employee.

2.2.2 "Full-time Employee" is a Regular Employee who normally works the full specified normal hours in Article 27 of this Collective Agreement.

2.2.3 "Part-time Employee" is a Regular Employee who works scheduled shifts, whose hours of work are less than those normal hours specified in Article 27.

2.2.4 "Casual Employee" is an Employee who works on a call-in basis; or is regularly scheduled for a period of three (3) months or less, for a specified job; or relieves for an absence of three (3) months or less.

2.2.5 "Temporary Employee" is an Employee who is hired on a temporary basis (either full- or part-time) for a specific job, or to cover a leave, of more than three (3) months and not more than twelve (12) months.

(i) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld. Where possible, requests for extensions will be submitted to the Union at least fourteen (14) days prior to the expiry of the position and will include the rationale for the extension.

(ii) Employees will be given two (2) weeks' notice of the end of the temporary assignment.

(iii) Temporary positions which are covering a maternity/parental leave, and the resulting backfill positions, may be posted for a period of up to eighteen (18) months.

- 2.3 A word used in the singular applies also in the plural and vice versa.
- 2.4 "Basic rate of pay" is the step in the scale applicable to the Employee as set out in the Wages Appendix exclusive of all other allowances and premium payments.
- 2.5 "Emergency" means a disruption or threat of disruption to existing services, or a declaration of National, Provincial or Municipal Emergency. Emergency does not mean day-to-day staffing shortages caused by Employee absences which occur from time to time.
- 2.6 "Weekend" for the purpose of this provision is defined as a consecutive Saturday and Sunday assuring a minimum of fifty-four (54) hours off duty.
- 2.7 "On-call duty" shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee must be available to respond without undue delay to any request to return to duty and/or be available for electronic consultation as applicable.
- 2.8 "Site" means the building or series of proximate buildings established by the Employer as a designated work location for Employees.
- 2.9 "Shift" means a daily tour of duty exclusive of overtime hours.
- 2.10 "Classification Series" is the broad characterization of a bundle of job duties for the purpose of grouping Employees in the agreement. Examples of Classification Series are Laboratory Technologist and Laboratory Assistant.
- 2.11 "Job Steward" means an Employee of the Employer designated by the Union to act as an Employee representative in the administration of the Collective Agreement.
- 2.12 "Local Unit Representative" means a Union member and Employee of the Employer who has been appointed by the Local Unit.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.1 DynaLIFE reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.
- 3.2 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of DynaLIFE to operate and manage its business, including the right to:
- maintain order, discipline and efficiency;
 - make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee which are not in conflict with any provision of this Collective Agreement;

- direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit, or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- hire, promote, transfer, layoff and recall;
- demote, discipline, suspend or discharge for just cause;
- establish, revise or continue policies, practices and procedures for the conduct of business, and from time to time, to change or abolish such policies, practices or procedures;
- determine and from time to time re-determine, the number, location, and types of its operations, and the methods, processes, equipment and materials to be employed;
- determine the number of hours per day and per week operations will be carried on and appropriate staffing levels for those hours;
- select and assign work to Employees in accordance with management's requirements;
- establish and maintain job requirements and standards of quality;
- supervise the working force, including the scheduling, allocation and assignment of work and working hours, and the determination of the classification and manner of performance of each Employee's work;
- maintain discipline and efficiency and determine the qualification and competency of Employees.

ARTICLE 4: UNION BUSINESS

- 4.1 DynaLIFE recognizes the Union as the exclusive bargaining agent for all Employees in the bargaining unit as described in Certificate 142-2008 issued by the Alberta Labour Relations Board and dated October 28, 2008 and any amendments thereto.
- 4.2 An Employee shall not engage in Union business during their working hours without prior permission of DynaLIFE.
- 4.3 Any duly accredited Officer employed by the Union may be permitted on DynaLIFE premises for the purpose of transacting Union business provided prior permission to do so has been granted by the Vice President of People, the Chief Executive Officer, or their designates.
- 4.4 A reasonable number of representatives of the Union shall be granted time off with pay in order to participate in collective bargaining with DynaLIFE. The Union agrees to reimburse DynaLIFE for actual wage paid to the Employee while on leave plus a fifteen percent (15%) administrative charge within thirty (30) days of receipt of an invoice. If overtime and travel costs must be paid to a replacement Employee and the Union knows that in advance, the Union will agree to reimburse these costs plus the fifteen percent (15%) administrative charge.

4.5 The Employer shall provide a bulletin board to be placed in a reasonably accessible location for the exclusive use of the Union. In addition, and where requested by the Union, space may be provided on other existing bulletin boards.

The Union may post, on such bulletin boards, notices of meetings and other notices which may be of interest to Employees.

The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.

4.6 No Employee shall be required or permitted to make any written or verbal agreement which is in conflict with the terms of this Collective Agreement.

4.7 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Vice President of People or designate of DynaLIFE and the Union.

4.8 The name of the local unit representatives shall be supplied in writing to DynaLIFE once they are recognized as a Union representative. A representative of the Union shall be entitled to leave work to carry out their functions as provided in this Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave shall first be obtained from the supervisor. Such permission shall not be unreasonably withheld. The Union agrees to reimburse DynaLIFE for actual wage paid to the Employee while on leave plus a fifteen percent (15%) administrative charge within thirty (30) days of receipt of invoice.

4.9 Members of the Board of Directors of the Union shall be granted a leave of absence with pay to attend Union business. Such member shall provide DynaLIFE with such request in writing with as much advance notice as possible. The Union agrees to reimburse DynaLIFE for actual wage paid to the Employee while on leave plus a fifteen percent (15%) administrative charge within thirty (30) days of receipt of invoice.

4.10 The President and Vice-President of the Union shall be granted leave without pay as required to attend to Union business, provided reasonable notice is given.

4.11 Provided operational efficiency can be maintained, a leave of absence shall be granted by the Employer to an Employee elected or appointed to represent the Union at conventions, meetings, workshops, seminars, schools, Union business. Such leave shall be with pay. If the request is denied, reasons shall be given by the Employer. The Union agrees to reimburse DynaLIFE for actual wage paid to the Employee while on leave plus a fifteen percent (15%) administrative charge within thirty (30) days of receipt of invoice.

- 4.12 DynaLIFE will provide to the Union all policies and procedures affecting Employees which are related to employment matters. If there are any substantial changes, these updates shall be provided to the Union as soon as possible.
- 4.13 A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes during the probationary period or at the orientation of new Employees with respect to the structure of the Union, as well as the rights, responsibilities and benefits under the Collective Agreement, provided, however, that attendance at the presentation shall not be compulsory and, further, that a representative of the Employer may be present at such presentation. The Employer shall notify the Chair, designate and the Union two (2) weeks in advance of the orientation where practicable. All new hire Employees will be informed in their offer letter that they are covered by a Collective Agreement between DynaLIFE and the Union. Where the representative of the Union is a Steward or Local Unit Representative there shall be no loss of pay for time spent at the presentation.
- 4.14 Employees shall use a payroll code as identified by DynaLIFE while on leave for Union business, and shall not be required to use Take-a-Break days for this purpose.
- 4.15 Leave for Union business as per this Article shall not affect an Employee's calculation of entitlements for sick leave, vacation credits or Named Holiday pay.
- 4.16 Job Steward
- (a) The name of a Job Steward shall be supplied to the Employer once they are recognized as a Job Steward.
 - (b) Stewards shall be granted time off with pay in order to participate in Steward training and related workshops, seminars, and schools as determined by the Union.
 - (c) The Steward shall be allowed reasonable time while on duty without loss of pay to perform their duties. Steward duties may include but are not limited to:
 - (i) Accompanying an Employee at an investigation or outcome meeting called by the Employer where disciplinary action is possible.
 - (ii) Processing grievances including preparation and attendance at grievance hearings.
 - (iii) Meeting with new Employees in accordance with Article 4.13.
 - (iv) Attendance at EMAC or Labour/Management meetings.

- (d) It is the sole responsibility of the Union to arrange the attendance of a Steward for 4.16 (c) (i) and (ii) above.
- (e) Stewards who attend EMAC or Labour/Management meetings outside of their scheduled work hours shall be paid at the applicable rate of pay for time spent at such meetings.
- (f) A Job Steward shall obtain permission from their supervisor to leave work and agreement on the length of time of such leave. Such permission shall be requested with as much advance notice as possible and shall not be unreasonably denied. Stewards shall suffer no loss of regular earnings for leave under this Article.
- (g) Upon request of the Employer, the Union shall provide a list of all Job Stewards and their current level within the HSAA steward program.
- (h) The Union will confirm with the Employer that the participation of the Job Steward in a grievance or investigation will not be a conflict of interest that would prevent them from carrying out their duties in an investigation or grievance.

ARTICLE 5: UNION MEMBERSHIP

- 5.1 DynaLIFE will deduct from the gross earnings of each Employee, who is covered by this Collective Agreement, an amount equal to the dues as specified by the Union, provided the deduction formula is compatible with the accounting system of DynaLIFE. Such deductions shall be forwarded to the Union, or its authorized representative, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list, or lists, showing the name, classification position title, category (regular, temporary, casual), Full-time Equivalent (FTE), home address, increment level, job status, date of hire and, as applicable, date of termination. Where the existing computer system is capable, such list shall also include the end date of when Employees are moved outside of the HSAA bargaining unit.
- 5.2 The Union must give at least thirty (30) calendar days' notice of any change in the amount of dues. In the event of a strike or lockout the requirement for the Union to provide thirty 30 calendar days' notice shall be reduced to not less than seventy-two (72) hours.
- 5.3 Membership in the Union is voluntary.

ARTICLE 6: NO DISCRIMINATION, HARASSMENT OR BULLYING

- 6.1 There shall be no discrimination, harassment, bullying, restriction or coercion exercised or practiced by either party in respect of an Employee by reason of race, colour, ancestry, place of origin, political or religious beliefs, gender, gender

identity, gender expression, sexual orientation, marital or family status, source of income, age, physical disability, mental disability, nor by reason of membership or non-membership or lawful activity in the Union or DynaLIFE, nor in respect of an Employee or Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

- 6.2 The Employer, the Union and Employees recognize a joint responsibility to provide respectful, secure, and supportive work environments for all individuals. The Employer will maintain updated policies in support of these principles. If workplace violence or harassment has occurred, the Employer, the Union and Employees shall take appropriate action to ensure it ceases.

ARTICLE 7: NO STRIKE OR LOCKOUT

- 7.1 There shall be no form of strike or lockout during the life of this Collective Agreement.
- 7.2 If an Employee engages in a strike, slowdown, stoppage of work, picketing of the Company's premises during the life of this Collective Agreement, the Union shall instruct them to return to work immediately and perform their duties faithfully and resort to the grievance procedure established herein for the settlement of any difference or grievance.

ARTICLE 8: PROBATIONARY PERIOD

- 8.1 Newly-hired Regular or Temporary Employees shall serve a probationary period equivalent to nine hundred and seventy-five (975) worked hours (exclusive of sick leave, any paid or unpaid leave of absence, vacation and inclusive of overtime hours worked on an hour for hour basis), immediately following the date on which the current period of continuous employment commenced. The parties agree that the probationary period shall be utilized by DynaLIFE for the purposes of evaluating new Employees in order to determine their overall ability and suitability as Employees in their particular position.
- 8.2 A probationary Employee who has been found to be unsatisfactory may be terminated without notice and may advance a grievance concerning the discharge to Step 2 but no further. Such a grievance may not be carried to arbitration and arbitrators will have no jurisdiction to deal with it.
- 8.3 Casual Employees will serve a probationary period equivalent to nine hundred and seventy-five (975) worked hours (inclusive of overtime hours worked on an hour for hour basis), or one (1) calendar year whichever is the lesser.
- 8.4 Part-time Employees will serve a probationary period equivalent to nine hundred and seventy-five (975) worked hours (exclusive of sick leave, any paid or unpaid leave of absence, vacation and inclusive of overtime hours worked on an hour for hour basis), or one (1) calendar year whichever is the lesser.

- 8.5 The probationary period may be extended by mutual agreement of the Union and DynaLIFE up to three (3) months. During the extended period, the Employee shall be provided with monthly written performance evaluations.
- 8.6 DynaLIFE shall provide a written performance evaluation to each probationary Employee at the approximate midpoint of their probationary period. The written performance evaluation will notify the Employee of any deficiencies and provide the Employee with an opportunity to correct them during the probationary period.
- 8.7 An Employee who has completed their probationary period and has remained in a position covered by the same certificate shall not subsequently be placed on probation.

ARTICLE 9: POSITION POSTINGS

- 9.1 Vacancies within the bargaining unit for full-time, part-time and temporary positions shall be posted not less than seven (7) calendar days in advance of making an appointment.
- 9.2 Where circumstances require DynaLIFE to fill a posted vacancy before the expiry of seven (7) calendar days, the appointment shall be made on a temporary or relief basis only.
- 9.3 The notice of posting shall contain the following information:
- (i) duties of the position;
 - (ii) qualifications required;
 - (iii) assigned FTE;
 - (iv) status of position (regular, temporary, or casual), and expected term if a temporary position;
 - (v) wage range in the Collective Agreement;
 - (vi) the Site(s) or applicable cluster where the vacancies exist.
 - (vii) current hours of work ;
 - (viii) notification if the position is subject to a probation period (if external) or a trial period (if internal); and
 - (ix) the following statement: "Preference for this position will be given to bargaining unit members in accordance with the terms and conditions of the DynaLIFE/HSAA Collective Agreement".

- 9.4 When all else is bona fide adjudged by DynaLIFE to be relatively equal between an internal and an external candidate, the internal candidate will receive preference on a posting.
- 9.5 DynaLIFE shall forward copies of the postings for vacancies for all positions within the bargaining unit to the Union office within seven (7) calendar days of the posting.
- 9.6 Upon request, DynaLIFE shall provide the Union with a decision to eliminate, reduce, or adjust the classification or FTE of a vacant position.
- 9.7 Where a vacancy for a temporary position has been filled by the appointment of a regular Full-time or Part-time Employee, and where, at the completion of the expected term of the temporary position, DynaLIFE decides that the Employee is no longer required in that position, they shall be reinstated in their former position. If such reinstatement is not possible, the Employer will notify the Employee in writing and reasons shall be given, the Employee shall be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay and FTE to which the Employee would be entitled had they remained in their former position. The reinstatement or placement of an Employee shall not be construed as a violation of the posting provisions.
- 9.8 During the term of the temporary position, the incumbent Employee shall not be eligible to apply for other temporary positions that commence before the current temporary position ends unless otherwise mutually agreed. The Employer shall notify the Employee of this provision at the time of hire to a temporary position.
- 9.9 Once a vacancy has been posted and selected and the successful internal candidate accepts the transfer, the Employee will remain in the position for not less than nine hundred and seventy-five (975) worked hours unless:
- (i) A Regular Part-Time Employee secures a regular position of increased FTE;
 - (ii) A Casual Employee secures a regular or temporary position;
 - (iii) A position results in a change in classification, either a promotion or a decrease in classification
 - a. Employees in temporary positions will be subject to Article 9.8;
 - (iv) Mutually agreed by the Employee and Employer.
- 9.10 a) When, because of inability to perform the functions of a position or by their request, an Employee is transferred to a classification to which is

assigned a lower wage scale, their rate will be adjusted immediately to the step in the lower wage scale that will result in the recognition of service from the date the current period of continuous employment commenced.

- b) When, because of inability to perform the functions of a position due to illness or injury, an Employee accommodated into a classification to which is assigned a lower salary scale, they shall be red circled for twelve (12) months and then move to the pay step of the lower salary scale that is closest to but not higher than their present Basic rate of pay.
- 9.11 The Union's Edmonton office shall be advised of the name of the successful applicant of a posting for a position in the bargaining unit within seven (7) calendar days of the appointment. Unsuccessful internal candidates shall be notified when the successful candidate is chosen and shall be provided with the name of the successful candidate upon request.
- 9.12 Where a temporary position has been filled by the appointment of a casual Employee, and, where, at the completion of the expected term of the temporary position, DynaLIFE decides that the Employee is no longer required in that position, they shall be reinstated to casual status.
- 9.13 At the time of hire or transfer, the successful applicant shall be provided with a letter of hire or change of status form which shall include the following: status, classification, date of hire or transfer/promotion as applicable, increment level, and number of hours per pay period.
- 9.14 All transfers and promotions to a different classification or department shall be subject to a trial period. The transferred or promoted Employee will be given a trial period equivalent to nine hundred and seventy-five (975) worked hours (exclusive of sick leave, any paid or unpaid leave of absence, vacation and inclusive of overtime hours worked on an hour for hour basis), in which to demonstrate their ability to perform the new tasks to the satisfaction of DynaLIFE. The trial period may be extended by agreement between the Union and DynaLIFE. Should such Employee fail to succeed during the trial period or request to return to their former position/status, DynaLIFE will reinstate them in their former position, or, if such reinstatement is not feasible, place the Employee in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay and FTE to which the Employee would be entitled had they remained in their former position.
- 9.15 When an Employee is promoted to a classification to which is assigned a higher wage scale, the wage of such promoted Employee shall be advanced to that step in the new scale which provides at least a four percent (4%) wage increase or to the top step of the scale if that is not possible. An Employee's hours worked for the purpose of qualifying for an increment shall not be changed as a result of a

promotion.

- 9.16 Applications for newly created positions, transfers, or promotions shall be made in writing to DynaLIFE.
- 9.17 (a) In making promotions and transfers; experience, performance and qualifications applicable to the position shall be the primary consideration. When these factors are bona fide adjudged by the Employer to be relatively equal (10% or less), then the position will be awarded to the Employee with the greatest seniority within the “relatively equal” range.
- (b) If all applicants for a vacancy are Casual Employees, experience, performance and qualifications applicable to the position shall be the primary consideration. When these factors are bona fide adjudged by the Employer to be relatively equal (10% or less), the position shall be awarded to the Employee who has the greatest number of hours worked with the Employer.
- 9.18 Upon request, the Union will be provided with copies of the following for a specific competition:
- (a) Names of all relevant internal applicants for the competition;
- (b) Standardized matrix for the competition; and
- (c) Matrices, including grades, for each applicant within the competition who scored higher than the applicant inquiring about the competition process.
- 9.19 Employment in Multiple Positions
- (a) The Parties agree that this applies to Employees who hold more than one (1) position within the bargaining unit or to Employees who subsequently attain more than one (1) position within the bargaining unit.
- (b) An Employee is responsible for notifying in writing to their supervisor that they are employed in multiple positions with the Employer.
- (c) (i) Employees shall not be employed within the bargaining unit in greater than full-time capacity.
- (ii) Notwithstanding the above, an Employee who holds a part-time position(s) may work additional shifts, however, it is intended that the total hours will not normally exceed full-time hours, and in any case shall not contravene this Article. In situations where

overtime may be applicable due to the Employee holding more than one part time position, the Employee shall acquire approval from the supervisor prior to working such overtime hours.

- (d) Subject to the Employer's operational ability to do so, the Employer agrees to combine the regular hours of work of multiple positions held by an Employee for the purpose of benefit eligibility, Vacation, Sick Leave, Named Holidays, Increments, placement on the Salary Appendix and Seniority, provided that the following conditions are met:
 - (i) the total hours of the positions do not exceed full-time employment as defined in this Collective Agreement; and
 - (ii) the regular hours of work to be combined are associated with regular part-time positions; and
 - (iii) the positions are in the same classification and their schedules can be made Collective Agreement compliant or the Employer and Employee mutually agree to waive the scheduling provision of Article 26.2 in the Collective Agreement.
- (e) Where the regular hours of work of multiple positions cannot be combined in accordance with (iii) above, because they are in different classifications, they may be combined for the purposes of determining benefit eligibility only.
- (f) An Employee who holds multiple positions would have their salary adjusted to the highest increment level achieved in any of the positions currently held, providing that the positions are the same classification. The period for any further increment advancement would include any regular hours already worked and not credited towards the next increment level.
- (g) An Employee who holds multiple positions would have the earliest "seniority date" recognized for the purpose of Article 15.
- (h) Probation and trial periods will apply to each component of the multiple positions. Probation is completed upon the successful completion of the first (1st) probationary period, with probation in second (2nd) and subsequent positions reverting to a trial period within the provisions of the Collective Agreement except that there shall be no obligation on the Employer's behalf to reinstate the Employee in their former position.
- (i) Layoff and recall provisions shall apply individually to each position.
- (j) An Employee who holds multiple positions, and who fails to report for

work as scheduled due to a conflict in schedules, may be required to relinquish one (1) of the positions.

- (k) An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If a schedule changes as a result of operational requirements, then an Employee may be required to resign one or more of their positions. Should an Employee be required to resign from a position(s) under these circumstances, they shall be given twenty-eight (28) days notice of such requirement or such lesser time as may be agreed between the Employer and the Union.
- (l) The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.

9.20 A Temporary or Casual Employee who transfers to regular full-time or regular part-time employment with the Employer shall be credited with the following entitlements earned during their period of employment, provided not more than six (6) months have elapsed since they last worked for the Employer:

- (i) Salary Increments;
- (ii) Vacation entitlement; and
- (iii) Seniority in accordance with Article 15.

A Temporary Employee shall also be credited with sick leave earned and not taken during their period of temporary employment.

ARTICLE 10: JOB DESCRIPTIONS

- 10.1 Copies of job descriptions will be made available to each Employee upon request.
- 10.2 Upon request, DynaLIFE will provide the Union with a copy of the most current job description for any classification in the bargaining unit.
- 10.3 If it is determined that a job description does not exist, the Employer shall prepare and provide a reasonable and accurate job description related to the core duties of the position within ninety (90) days of initial request for the job description.
- 10.4 Where a job description has been altered or amended in a way that changes the core duties of the job, the Employer shall provide the Union and the affected Employee(s) with the updated job description within ninety (90) days of the update.

ARTICLE 11: JOB CLASSIFICATIONS

11.1 Classification Review

- 11.1.1 An Employee who has good reason to believe they are improperly classified may apply to the Manager of Human Resources to have their classification reviewed. The Manager of Human Resources or designate will give consideration to such application and shall advise the Employee and the union of the results of the classification review within ninety (90) calendar days of receiving the request. The notification shall be in writing and include rationale for the decision.
- 11.1.2 Should the Employee feel that they have not received proper consideration in regard to a classification review, they may request that the matter be further reviewed through the Internal Appeal Process as defined in 11.2 between the Union and DynaLIFE.
- 11.1.3 If the parties to this agreement are unable to successfully resolve the situation at Article 11.1.2, they may request that the matter be referred to the External Appeal Process as defined in 11.3.

11.2 Internal Appeal Process

- (a) When an Employee wishes to have a classification decision further reviewed, the Employee, in consultation with the Union shall submit a written request to the Employer within thirty (30) calendar days of the date the Employee received the decision as per Article 11.1.1. The written request should:
 - (i) Confirm the desire for additional review of the classification allocation.
 - (ii) Outline the reason the Employee believes the classification allocation is not appropriate. The reasons should specifically detail how their job duties fit within the classification specification they think is appropriate.
 - (iii) Include any additional information that the Employee believes is necessary to evaluate the request.
- (b) The Employer will conduct an internal review, which may include discussions with the Employee, the Employee's Manager and the Union. The Employer will provide a written response to the request for appeal to the Employee and the Union within thirty (30) calendar days and provide detailed rationale for the decision specifically addressing the reasons for the review provided by the Employee.

- (c) Time limits within the internal appeal request process may be extended, in writing, between the Union and the Employer.

11.3 External Appeal Process

- (a) A classification decision may be referred to the External Appeal Process, by the union, within sixty (60) calendar days of the date the union and the Employee received the written response to 11.1.2. The external referral request shall be in writing and sent to the Manager, Human Resources or their designate.
- (b) Within thirty (30) calendar days of receipt of the request for External Appeal, the Employer and the Union will exchange all relevant documents to assist in the External Appeal. The documents would normally include, though not limited to, the following:
 - (i) a copy of the reclassification request, an approved job description with all corresponding rationale and documents used in support of the reclassification request; and
 - (ii) copies of all the Employer responses, including all corresponding rationale and documents used in making the internal decision of the Employer and any corresponding rationale and documents used by the Union and/or Employee in support of the request.
- (c) Within thirty (30) calendar days of the exchange of information, the Employer and the Union may meet to review and discuss all relevant Employer and Union documents in order to resolve the matter and/or refer the appeal to a third-party classification consultant. An appeal hearing will be scheduled for the Employer and Union to present their rationales and supporting documentation to the classification consultant.
- (d) The third-party classification consultant should review the information provided and review the classification allocation on the basis of the whole job comparison and/or classification specifications as applicable and determine the appropriate classification allocation for the position. The decision of the third-party consultant will be final and binding.
- (e) The third-party classification consultant shall be selected from a list of classification consultants, a name shall be randomly selected from the agreed to list.
- (f) In the event that the Parties are unable to agree to a third-party classification consultant, a name shall be randomly selected from the agreed to list.

- (g) Time limits within the external appeal request process may be extended, in writing, between the Union and the Employer.

11.4 Salary Treatment Upon Classification Change

- (a) Should an Employee be re-classified to a higher classification pursuant to this Article, any wage increase associated with the re-classification shall be retroactive to the date of the written application by the Employee. The Employee shall move to the step on the salary scale of the higher classification in accordance with Article 9.14.
- (b) Should an Employee be reclassified to a lower paid classification in the same Classification Series the Employee shall continue to receive the salary of the higher paid classification at the time of the transfer until the salary of the lower paid classification passes that of the higher paid classification.

11.5 Change In Classification

- 11.5.1 When the decision of DynaLIFE relates to an Employee-initiated request for a change in classification, DynaLIFE's decision shall not be subject to Articles 21 and 22.
- 11.5.2 When the decision of DynaLIFE relates to an Employer-initiated down-grading in classification, the affected Employee shall be entitled to use the External Appeal Process. The decision from the External Appeal Process shall not be subject to Articles 21 and 22.

11.6 New Classifications

- 11.6.1 If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:
 - (a) The Employer shall establish a position title and a salary scale and give written notice of same to the Union.
 - (b) If the Union does not agree with the position title and/or the salary scale, representatives of the Employer and the Union, shall, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a position title and salary scale for the new classification.
 - (c) Should the Parties, through discussion and negotiation, agree in

regard to a salary scale for the new classification the salary scale shall be retroactive to the date that the new classification was implemented.

- (d) Should the Parties, through discussion and negotiation, not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the *Code*.
- (e) Should the Parties not be able to agree, the Union may, within sixty (60) days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.

ARTICLE 12: RECOGNITION OF PREVIOUS EXPERIENCE

- 12.1 Recognition shall be granted to new hires for work experience that is satisfactory to DynaLIFE (including experience in the public or private sector), provided not more than five (5) years have elapsed since such experience was obtained, and proof satisfactory to DynaLIFE is provided as outlined in the following guidelines:
- (a) one (1) annual increment for one (1) year's experience within the last six (6) years;
 - (b) two (2) annual increments for two (2) years' experience within the last seven (7) years;
 - (c) three (3) annual increments for three (3) years' experience within the last eight (8) years;
 - (d) four (4) annual increments for four (4) years' experience within the last nine (9) years;
 - (e) five (5) annual increments for five (5) years' experience within the last ten (10) years;
 - (f) six (6) annual increments for six (6) years' experience within the last eleven (11) years;
 - (g) seven (7) annual increments for seven (7) years' experience within the last twelve (12) years.
 - (h) eight (8) annual increments for eight (8) years' experience within the last

thirteen (13) years.

- 12.2 DynaLIFE shall recognize all applicable experience and increments shall be credited based on nineteen hundred and fifty (1950) hours each year of experience with additional hours added to the next increment. Employees shall have three (3) months from the date of hire to provide documentation to support their previous experience. Requests submitted outside of the three (3) months from date of hire will not be considered.
- 12.3 Within forty-five (45) days from the date of receipt of documentation to support their previous experience, the Employer shall advise Employees in writing as to the applicable pay grade and step in the salary appendix including reference to the recognition of previous experience.
- 12.4 The wage rate applied as a result of this Article shall be retroactive to the date of hire.

ARTICLE 13: TECHNOLOGICAL CHANGE

- 13.1 Both DynaLIFE and the Union recognize that the business of DynaLIFE is highly technical and often introduces technological changes, including altering methods, introducing new and different equipment, and redefining work flow processes. The parties agree that should any change in technology displace any member of the bargaining unit they will meet as soon as possible to discuss the situation with the goal of the meeting to determine what reasonable measures will be employed to protect the best interests of both the Employee(s) and DynaLIFE.
- 13.2 DynaLIFE shall make every reasonable effort to provide alternative employment which keeps the Employee as whole as possible and which is mutually acceptable to the Employee, the Union and DynaLIFE.
- 13.3
- i) Where the alternative employment is in a lower paid classification, and in the same Classification Series, the Employee shall continue to receive the salary of the higher paid classification at the time of the transfer until the salary of the lower paid classification passes that of the higher paid classification.
 - ii) Where the alternative employment is not in the same classification series the Employee shall continue to receive the salary of the higher paid classification at the time of transfer for a period of one (1) year, then placed on the appropriate step on the scale.
 - iii) The above provisions shall not be considered to be a violation of the posting provisions of this Collective Agreement.

- 13.4 Where alternative employment of a comparable nature is not available or is not acceptable to the Employee, DynaLIFE will give the Employee a minimum of eight (8) weeks' notice or pay in lieu of notice of displacement, and all conditions of Article 16 shall apply with the exception that notice contained in Article 16.1 will not apply.

ARTICLE 14: CONTRACTING OUT

- 14.1 It may become necessary for DynaLIFE to contract out work that may displace members of the bargaining unit. Should the contracting out of work have the potential to displace any Employee in the bargaining unit, DynaLIFE agrees to meet with the Union to discuss the situation with the goal of determining what reasonable measures will be employed to protect the best interests of both the Employee(s) and DynaLIFE.
- 14.2 DynaLIFE shall make every reasonable effort to provide alternative employment which is mutually acceptable to the Employee, the Union and DynaLIFE.
- 14.3
- i) Where the alternative employment is in a lower paid classification, and in the same Classification Series, the Employee shall continue to receive the salary of the higher paid classification at the time of the transfer until the salary of the lower paid classification passes that of the higher paid classification.
 - ii) Where the alternative employment is not in the same Classification Series the Employee shall continue to receive the salary of the higher paid classification at the time of transfer for a period of one (1) year, then placed on the appropriate step on the scale.
 - iii) The above provisions shall not be considered to be a violation of the posting provisions of this Collective Agreement.
- 14.4 Where alternative employment of a comparable nature is not available or is not acceptable to the Employee, DynaLIFE will give the Employee a minimum of eight (8) weeks' notice or pay in lieu of notice of displacement, and all conditions of Article 16 shall apply with the exception that notice contained in Article 16.1 will not apply.

ARTICLE 15: SENIORITY

- 15.1 For Regular or Temporary Employees, seniority starts on the date on which the Employee commenced uninterrupted employment in what is now the bargaining unit (including continuous time with any predecessor Employer).
- 15.2 A common seniority list for the bargaining unit will be provided to the Union within thirty (30) days of ratification of this Collective Agreement.

- 15.3 (a) For Casual Employees whose status changes to regular or temporary or someone subsequently determined by the Labour Relations Board or agreed to by the parties as being in the bargaining unit, the seniority date shall be established by dividing their contiguous hours worked with DynaLIFE, from when the Employee commenced employment in the bargaining unit or with DynaLIFE, by the full-time annual hours.
- (b) A Regular or Temporary Employee who changes their status to a Casual Employee and at a future date changes back to a Regular Employee status will have their original seniority date recognized.
- 15.4 Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited as provided in Article 15.1.
- 15.5 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when an Employee resigns or is terminated from their position with DynaLIFE; or
- (b) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work; or
- (c) if an Employee does not return to work on recall to their former classification and status.
- 15.6 DynaLIFE will provide the Union with a listing of the Employees in order of seniority on or about September 30 each year. This listing shall be provided monthly if there are Employees on layoff. Such seniority list shall include the Employee names, classification, status, department name, department number and seniority date. DynaLIFE shall make the list available to all Employees.
- 15.7 Seniority shall be the determining factor in:
- (a) Layoffs and recalls, subject to the qualifications specified in Article 16.
- (b) Promotions and transfers within the bargaining unit subject to the qualifications specified in Article 9.
- 15.8 Seniority Tie-Breaker
- Where two (2) or more Employees have the same seniority date, the last four (4) digits of an Employees current social insurance number (with the higher number given the higher seniority), shall be utilized as the seniority tie-breaker.

ARTICLE 16: LAYOFF AND RECALL

For purposes of this article, the following definitions shall apply:

Capable: shall mean the ability to complete job duties within a defined role to an acceptable and efficient level of performance within two (2) weeks.

Qualified: a person who, by possession of a recognized degree, diploma, certificate, or professional standing, or who by extensive knowledge, training and experience, can complete job duties related to the subject matter of the work.

- 16.1 (a) Prior to layoffs occurring, the Parties will meet and discuss the appropriate application of Article 16.2 to the circumstances, including but not limited to:
- (i) the timing and specific process to be followed;
 - (ii) any other issue the parties deem appropriate.
- (b) In case it becomes necessary to reduce the work force by
- (i) reduction in the number of Employees; or
 - (ii) reduction in the number of regularly scheduled hours available to one (1) or more Employees;

the Employer will notify the Union and all Employees who are to be laid off at least twenty-eight (28) calendar days prior to layoff, except that the twenty-eight (28) calendar days notice shall not apply where the layoff results from an Act of God, fire, flood, or other circumstances beyond the control of DynaLIFE, or repatriation of work or the work force by Alberta Health Services. If the Employee laid off has not been provided with an opportunity to work their regularly scheduled hours during twenty-eight (28) calendar days after notice of layoff, the Employee shall be paid in lieu of such work for that portion of the twenty-eight (28) calendar days during which work was not made available. Where the layoff results from an Act of God, fire or flood the affected Employee shall receive pay for the days when work was not available up to a maximum of four (4) weeks' pay in lieu of notice.

- (c) An Employee whose position is permanently relocated to a Site beyond fifty (50) kilometres from their original Site shall have the option of accepting transfer to the new Site or exercising rights under Article 16.2. If the Employee chooses a vacancy or displacement in a different Site from which they were laid off, the Employee shall bear all applicable travel and/or relocation costs associated with such acceptance and the

chosen location becomes the Employee's new Site.

- (d) If the Employer proposes to layoff an Employee while they are on leave of absence, Workers' Compensation or absent due to illness or injury, they shall not be served with notice under sub-article 16.1(b) until they have advised the Employer of their readiness to return to work.
 - (e) When notice of layoff is delivered to an Employee, the Employee shall be accompanied by a representative of the Union if one is available.
 - (f) Subject to operational requirements full time Employees who have received layoff notice shall be allowed time off for the purpose of attending job interviews during the layoff notice period. The Employer will work with part time Employees who have received layoff notice to make reasonable effort to allow work assignments to change to accommodate interviews.
- 16.2
- (a) Layoff shall be in reverse order of seniority within the bargaining unit within the affected classification and Site, however, the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with this Article would result in retaining Employees who are not capable and qualified of performing the work required without retraining. For the purpose of Article 16 Layoff and Recall "capable and qualified" shall be assessed by the Employer recognizing the need to provide a period of familiarization and orientation without retraining.
 - (b) If an Employee who is subject to layoff in accordance with Article 16.2(a) is not the least senior Employee in the classification, within a fifty (50) kilometer radius from the Site, the Employee may choose one of the following options subject to being capable and qualified to do the work without retraining:
 - (i) displacement of the least senior Employee in the classification within a fifty (50) kilometer radius from the Site;
 - (ii) acceptance of an available vacancy within the bargaining unit for which they are qualified and capable without retraining;
 - (iii) acceptance of layoff;
 - (iv) In the case there are no displacement options or vacancy options available under 16.2 (b) (i) or 16.2 (b) (ii), and the Employee does not accept layoff, the Employer shall offer a monetary severance option no less than Employment Standards. The Employer is not required to offer a monetary severance pursuant to common law

and the offer of a monetary severance as set out above completely satisfies any claims the Employee may have against the Employer with respect to the layoff.

An Employee affected by layoff may elect not to displace the least senior Employee and be laid off without forfeiting recall rights. If the Employee chooses a vacancy or displacement in a different Site from which they were laid off, the Employee shall bear all applicable travel and/or relocation costs associated with such acceptance and the chosen location becomes the Employee's new Site.

- (c) Where an Employer's organization is structured such that a classification is employed in more than one (1) department within the Site, the Employee will have the following options in advance of having to adhere to Article 16.2(b):
- (i) acceptance of an available vacancy for which they are qualified and capable without retraining; or
 - (ii) displacement of the least senior Employee in the classification or classification series in the Site for which they are qualified and capable without retraining;
 - (iii) acceptance of layoff;
 - (iv) In the case there are no displacement options or vacancy options available under 16.2 (c) (i) or 16.2 (c) (ii), and the Employee does not accept layoff, the Employer shall offer a monetary severance option no less than Employment Standards. The Employer is not required to offer a monetary severance pursuant to common law and the offer of a monetary severance as set out above completely satisfies any claims the Employee may have against the Employer with respect to the layoff.

If the Employee chooses a vacancy in a different Site from which they were laid off, the Employee shall bear all applicable travel and/or relocation costs associated with such acceptance and the chosen location becomes the Employee's new Site.

16.3 **Recall**

- (a) The Employer shall maintain recall list(s) for all Employees on recall. Such list(s) shall be provided to the Union quarterly when there are Employees on recall.

- (b) When increasing the work force, recalls shall be carried out in order of seniority from the laid off Employees from all Sites within a fifty (50) kilometer radius of the vacancy, provided the Employee is capable and qualified of performing the work required without retraining.
- (c) The method of recall shall be by telephone and, if such is not possible, by courier sent to the Employee's last known place of residence. The Employee so notified will return to work as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was couriered.
- (d)
 - (i) The Employer shall endeavour to offer opportunities for casual work to laid off Employees in order of their seniority before assigning the work to a Casual Employee, providing the laid off Employee is qualified and capable of performing the work required without retraining.
 - (ii) Notwithstanding the provisions of Article 16.3(d)(i), casual work shall first be made available to laid off Employees of the Site from which the Employee was laid off.
 - (iii) A laid off Employee may refuse an offer of casual work without adversely affecting their recall status.
 - (iv) An Employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a Casual Employee, however, such Employee's recall status and seniority standing upon recall shall not be affected by the period of casual employment.
- (e) For the purpose of this clause "Casual Work" shall mean:
 - (i) work on a call-in basis which is not regularly scheduled;
 - (ii) regularly scheduled work for a period of three (3) months or less for specific job; or
 - (iii) work to relieve for an absence the duration of which is anticipated to be three (3) months or less.
- (f) Notwithstanding the provisions of Article 15.5, if an Employee is recalled for any length of time, other than for Casual Work, then that Employee's period of recall rights starts anew.

16.4 No new Regular or Temporary Employees will be hired while there are other Employees within a fifty (50) kilometer radius of the Site(s) where there are

Employees on layoff, as long as the laid off Employees are qualified and capable of performing the work required without retraining.

- 16.5 In the case of layoff the Employee shall accrue sick leave and vacation for the first (1) month only. Employees shall not be entitled to named holidays with pay which may fall during the period of layoff.
- 16.6 Employees may continue to contribute to the retirement plan during a layoff; however, they will not be eligible for DynaLIFE's contribution during this period.
- 16.7 Employees may participate in the Group Benefits Plan, except for STD, LTD, and Life Insurance, for the twelve (12) month recall period, by forwarding post-dated cheques for the full amount of the premiums to Payroll.
- 16.8 Notwithstanding the provisions of Article 15, if an Employee is recalled for any length of time other than for casual work, then that Employee's recall rights starts anew.

ARTICLE 17: PERFORMANCE MANAGEMENT

- 17.1 DynaLIFE shall conduct written Employee evaluations on an annual basis.
- 17.2 Meetings for the purpose of any evaluation interview should be scheduled by DynaLIFE with not less than twenty-four (24) hours' notice, unless agreed to by the Employee.
- 17.3 The Employee shall be given a copy of their completed evaluation at the conclusion of the interview or no later than fourteen (14) calendar days from the interview date. The Employee shall sign the completed evaluation document upon receipt for the sole purpose of indicating that they are aware of the evaluation. They shall have the right to respond in writing within twenty (20) calendar days of receipt of the evaluation document, and their reply shall be placed in their personnel file.
- 17.4 Evaluation interviews shall only be conducted during an Employee's scheduled hours of work.

ARTICLE 18: PERSONNEL FILES

- 18.1 By appointment made in writing at least five (5) working days in advance, an Employee may view their personnel file. Upon request, an Employee shall be given a copy of requested documents from their file upon payment of normal photocopying charges, which shall not exceed twenty-five cents (\$0.25) per page. The Employer may also charge up to a 15% administrative charge for this service.

- 18.2 Upon provision of a release signed by the Employee, and after making an advance appointment, the Union will have supervised access to an Employee's personnel file. The Union will, on request, be given a copy of included documents upon payment of normal photocopying charges, which shall not exceed twenty-five cents (\$0.25) per page. The Employer may also charge up to a 15% administrative charge for this service.
- 18.3 An Employee's evaluation shall be considered confidential and shall not be released by DynaLIFE to any external person, except a Board of Arbitration, DynaLIFE's counsel, or as required by law, without the written consent of the Employee.
- 18.4 An Employee who has received a letter under an attendance management program and has been successful in meeting the requirements of that program shall, upon written request, have the letter(s) removed from their personnel file. The Employer shall confirm in writing with the Employee, that this letter has been removed from the file and a copy of this letter shall be sent to the Union.
- 18.5 A Letter of Expectation issued to an Employee shall not be placed on the Employee's personnel file.

ARTICLE 19: DISCIPLINE AND DISMISSAL

- 19.1 Except for the dismissal of an Employee serving a probationary period, there shall be no dismissal or discipline except for just cause.
- 19.2 An Employee who has been suspended or dismissed or received a written reprimand shall receive from DynaLIFE, in writing, the reason(s) for the discipline, and a copy of the letter shall be sent to the Union within three (3) working days.
- 19.3 When circumstances permit, the Employer shall provide at least twenty-four (24) hours advance notice to an Employee required to meet with the Employer for the purposes of investigating a matter related to the Employee or discussing or issuing discipline. The Employer shall advise the Employee of the nature of the meeting and that they may be accompanied by a representative of the Union who shall attend at such meeting(s). The Employee shall be compensated at the appropriate rate of pay for the duration of such meeting(s).
- 19.4 An Employee who has been subject to disciplinary action may, after eighteen (18) months from the date the disciplinary measure was initiated, upon written request, have the discipline letter(s) removed from their personnel file. The Employer shall confirm in writing to the Employee and the union that such action has been affected.

- 19.5 (i) Unsatisfactory conduct by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee within twenty (20) working days of the date the Employer first became aware of the occurrence of the act. The written warning shall indicate that it is disciplinary action. The discipline letter will identify the minimum number of performance reviews, scheduled to support Employee success.
- (ii) Notwithstanding the provisions of Article 19.5(i) the Employer may request an extension to the timeline. Such request of the Employer shall not be unreasonably denied.
- 19.6 Any written documents pertaining to disciplinary action or dismissal shall be removed from the Employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 19.7 An Employee who is dismissed shall receive their termination entitlements within ten (10) calendar days of their last day of employment.
- 19.8 In the event that an Employee is required to be reported to their regulatory body by the Employer, that information will be contained within the discipline letter.

ARTICLE 20: DEEMED TERMINATION / RESIGNATION

- 20.1 An Employee shall be deemed to have terminated their employment when:
- (a) they are absent from work without good and proper reason unless the absence was approved by DynaLIFE;
- (b) they do not return from layoff as required, or upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work.
- (c) In the absence of management approval, a casual Employee who has not worked in four (4) months.
- 20.2 An Employee shall make every reasonable effort to provide to the Employer fourteen (14) calendar days' notice of their intent to terminate their employment. This notice period may be waived for reasons that are acceptable to the Employer. Such waiver shall not be unreasonably denied.
- 20.3 If the required notice of termination is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled within ten (10) calendar days of their last day of employment.

- 20.4 If the required notice of termination is given, an exit interview with the Employer shall be granted at the Employee's request prior to termination.

ARTICLE 21: GRIEVANCES

- 21.1 For the purpose of this Article, periods of time referred to in days mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays.

- 21.2 Time limits may be extended by mutual agreement in writing between the Union and DynaLIFE, such extensions shall not be unreasonably denied.

21.3 Resolution of a Difference Between an Employee and DynaLIFE

21.3.1 Formal Discussion

- (a) If a difference arises between one or more Employees and DynaLIFE regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the Employee(s) shall first seek to settle the difference through discussion with their immediate supervisor within fifteen (15) working days of the time that the Employee could have reasonably become aware that a violation of the Collective Agreement had occurred. If it is not resolved in this manner, it may become a grievance and be advanced to Step 1. Such discussion with immediate supervisor may be bypassed when the Employee's concern is related to discipline issued.
- (b) In the event that the difference is of a general nature affecting two or more Employees, the Union may file a group grievance on behalf of all affected Employees commencing at Step 1.

21.3.2 Step 1

The grievance must be submitted, in writing, and delivered to DynaLIFE through the Union. The grievance must indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought, and must be submitted to the Manager of Human Resources, or their designate, within fifteen (15) working days of the response of the immediate supervisor per Article 21.3.1 Upon receipt of the grievance, a meeting, which may be arranged by either party, shall occur within fifteen (15) working days, unless mutually agreed between the Union and the Employer. The decision of the Manager of Human Resources, or their designate, shall be made known to the Employee and the Union in writing within fifteen (15) working days of the meeting.

21.3.3 Step 2

Within fifteen (15) working days of receipt of the decision of the Manager of Human Resources, or their designate, the grievance may be advanced to Step 2 by submitting to the Vice President of People, or their designate, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the grievance, a meeting, which may be arranged by either party, shall occur within fifteen (15) working days, unless mutually agreed between the Union and the Employer. The Vice President of People, or their designate, shall render a decision in writing to be forwarded to the Union and the grievor within fifteen (15) working days of the date of the meeting.

21.3.4 Step 3 (Arbitration)

Should the grievance not be resolved at Step 2, the Union may elect to submit the grievance to Arbitration. In this case, the Union shall notify DynaLIFE in writing within fifteen (15) working days of the receipt of the decision of the Vice President of People or their designate, that the Union wishes to proceed to Arbitration. By mutual agreement between the parties in writing, a single Arbitrator may be appointed.

21.3.5 Neither the Employee nor a Job Steward of the Union who may attend a meeting with DynaLIFE respecting a grievance shall suffer any loss of regular earnings calculated at the Basic rate of pay for the time spent at such a meeting.

21.3.6 An Employee shall be entitled to have any duly accredited officer employed by the Union, or their designate, present during any meeting pursuant to this grievance procedure.

21.3.7 A dismissal grievance shall commence at Step 2 although time limits for filing it shall be as stated in Article 21.3.2.

21.4 **Resolution of a Difference Between the Union and DynaLIFE**

21.4.1 Formal Discussion (Policy Grievance)

In the event that a difference of a general nature arises regarding interpretation, application, operation or alleged contravention of this Collective Agreement, the Union shall first attempt to resolve the difference through discussion with the Vice President of People, or their designate, within fifteen (15) working days of the time the Union could have reasonably become aware that a violation of the Collective Agreement had occurred. If the difference is not resolved in this manner, it may become a policy grievance. The parties agree that a policy

grievance shall cover individual remedies of any affected Employee.

21.4.2 Step 1

A policy grievance must be submitted in writing to the Vice President of People, or their designate, and shall indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Such grievance shall be submitted to the Vice President of People, or their designate, within fifteen (15) working days of the response of the Vice President of People or their designate as per Article 21.4.1. Upon receipt of the grievance, a meeting, which may be arranged by either party, shall occur within fifteen (15) working days, unless mutually agreed between the Union and the Employer. The decision of the Vice President of People, or their designate, shall be made known to the Union in writing within fifteen (15) working days of the meeting.

21.4.3 Step 2

Should the Union elect to submit a policy grievance as defined herein for Arbitration, it shall notify DynaLIFE in writing within fifteen (15) working days of the receipt of the decision of the Vice President of People, or their designate, and name its appointee to an Arbitration Board at the same time. By mutual agreement in writing between the parties, a single Arbitrator may be appointed.

21.5 **Default**

21.5.1 Should the Employee fail to comply with any time limit in this grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties to the difference have mutually agreed in writing to extend the time limit.

21.5.2 Should DynaLIFE or the Union fail to follow the time limit set out in this grievance procedure, the grievance may automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limit.

ARTICLE 22: GRIEVANCE ARBITRATION

22.1 Within fifteen (15) working days following receipt of notification pursuant to Articles 21.3.4 or 21.4.3 that a grievance has been referred to an Arbitration Board, DynaLIFE shall advise the Union of its appointee to the Arbitration Board. The appointees shall, within fifteen (15) working days, endeavour to select a mutually acceptable chairperson of the Arbitration Board. If they fail to agree, the

Minister of Labour shall be requested to appoint a Chairperson, or a single arbitrator, pursuant to the *Code*.

- 22.2 The Arbitration Board or the single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chairperson of the Arbitration Board shall have authority to render an award with or without the concurrence of either of the other members. The award is final and binding upon the parties and upon any Employee affected by it and is enforceable pursuant to the *Code*.
- 22.3 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by DynaLIFE for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to them seems just and reasonable in all circumstances.
- 22.4 Each of the parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the parties.
- 22.5 The Employer shall compensate the Employee attending any Arbitration Proceeding(s) related to Article 22 at their applicable rate of pay for the duration of such Arbitration Proceeding(s), providing that the Employee is still employed by the Employer.
- 22.6 Either party may request a meeting to discuss any relevant information with respect to the dispute. Such discussion at this stage will be on a without prejudice basis. The Parties may, but are not obligated to, give disclosure at this stage.

ARTICLE 23: OCCUPATIONAL HEALTH, SAFETY AND WELLNESS

- 23.1 The parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. Required safety equipment and devices will be provided where necessary by DynaLIFE. DynaLIFE and Employees will take reasonable steps to reduce or minimize all workplace safety hazards.
- 23.2 For this agreement, workplace health, safety and wellness means: The promotion and maintenance of workers' physical, psychological, and social well-being. It includes preventing workplace incidents, injuries, and illnesses through the identification and control of hazards associated with:
- The physical environment
 - Equipment, instruments, and tools

- Chemicals, substances, and materials
- Infectious substances and biological materials
- Ergonomics and human factors
- The psychological and social environment (consistent with current CSA Psychological Health & Safety in the Workplace Standard)
- Fatigue and shift work
- Conflict, harassment, and violence
- Security and working alone
- Driving

The Employer will implement effective measures, plans and policies to address these health, safety and wellness concerns.

23.3 DynaLIFE shall establish a Health, Safety and Wellness Committee(s) which shall be composed of representatives of DynaLIFE and at least one (1) Employee representative of the Union. This Committee shall meet at least six (6) times per year and shall meet within fourteen (14) calendar days of receiving a written complaint regarding Occupational Health or Safety.

- i. Any member of the committee may request the attendance of a subject matter expert to speak at a Health, Safety and Wellness Committee meeting(s) regarding an identified subject. Notification shall be given to the committee co-chairs in writing no less than seven (7) calendar days in advance. These requests shall not be unreasonably denied.
- ii. The parties will provide available relevant information to all committee members at least seven (7) calendar days prior to any discussions or meetings to ensure meaningful discussion of safety concerns, incidents, and issues. Relevant information that is being referred to in this article may include, but is not limited to:
 - Incident reports,
 - Employer policies and procedures,
 - Assessment reports (e.g. hygiene, environmental, etc.),
 - OHS Officer Reports.

23.4 The number of DynaLIFE representatives on the Committee shall not exceed the number of worker representatives. A request to establish additional committees for each worksite or grouping of worksites shall not be unreasonably denied where access to an existing committee(s) does not exist. A standard Terms of Reference for the committee(s) will be developed.

23.5 The applicable rate of pay shall be paid to an Employee representative for time spent in attendance at a meeting of this Committee.

- 23.6 The Committee shall consider such matters as occupational health, safety and wellness including responsibility for communication and education as required. The Union may make recommendations to the Employer in that regard.
- 23.7 (a) If an issue arises regarding Occupational Health, Safety and/or Wellness, the Employee or Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position.
- (b) If the issue is not resolved satisfactorily, it may then be forwarded, in writing, to the Committee for review and recommendation(s).
- (c) Should an issue not be resolved by the Committee, the issue shall be referred to the OHS Manager or Designate(s). A resolution meeting between the Union and the OHS Manager or Designate(s) shall take place within twenty-eight (28) calendar days of the issue being referred to the OHS Manager or Designate. The OHS Manager or Designate(s) shall reply in writing to the Union within fourteen (14) calendar days.
- (d) Should the issue remain unresolved following the OHS Manager or Designate(s) written response, any party may refer the matter to a government Health & Safety Officer.
- 23.8 Where DynaLIFE requires that the Employee receive specific communicable disease testing, immunization, and titre, as a result of or related to their work, it shall be provided at no cost. Reasonable time shall be paid at the applicable rate of pay to complete the above. Should a member be required to travel to a location other than their worksite to complete the above requirements, the member will be compensated for any such time at their applicable rate of pay and mileage as indicated in Article 43. Employees who are non-compliant with the terms and conditions of employment shall not be compensated under this Article and Article 6 would continue to apply.
- 23.9 Employer policies, plans and procedures related to Occupational Health and Safety shall be reviewed every two (2) years by the Committee. If an issue arises prior to the regular review, the Health, Safety and Wellness Committee may request an earlier review.

ARTICLE 24: PROTECTIVE CLOTHING

- 24.1 When an Employee is required to wear protective clothing in the course of duty, it shall be the responsibility of DynaLIFE to provide and launder such clothing.
- 24.2 Should the Employer deem that steel toed boots are required to be worn, the Employer shall reimburse the Employee up to two hundred (\$200.00) dollars every twenty-four (24) months upon receipt of proof of payment.

ARTICLE 25: MODIFIED WORK

- 25.1 Modified hours of work may only be implemented by agreement between DynaLIFE and the Union. They shall evidence such agreement by signing a Modified Work Agreement document indicating those positions to which the agreement applies and indicating the regular hours of work, and any other relevant details applicable to the modified hours.
- 25.2 The Employer agrees to provide the Union with a list of all positions for which a modified workday was in effect on the date this Collective Agreement begins to operate.
- 25.3 Any agreement made pursuant to Article 25.1 may be terminated by either Party to this Collective Agreement providing to the other Party twelve (12) weeks' notice in writing of such intent.
- 25.4 The Employer and the Union acknowledge and confirm that, with the exception of those amendments specifically detailed in the Modified Work Agreement, all other Articles of this Collective Agreement shall remain in full force and effect as agreed to between the Parties.

ARTICLE 26: WORK SCHEDULES

- 26.1 An Employee shall be aware that they may be required to work various shifts throughout the twenty-four (24) hour day and the seven (7) days of the week. The first (1st) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero seven hundred (0700) hours.
- 26.2 Subject to Article 26.5, DynaLIFE will ensure that shift schedules for Regular and Temporary Employees provide for:
- (a) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;
 - (b) where possible one (1) Weekend off in each two (2) week period but, in any event, two (2) Weekends off in each five (5) week period;
 - (c) not more than seven (7) consecutive scheduled days of work; and
 - (d) at least fifteen (15) hours off duty between the end of one (1) shift and the commencement of the next shift.
- 26.3 Unless otherwise agreed between DynaLIFE and the Union, shift schedules for regular and Temporary Employees shall be posted a minimum of eight (8) weeks in advance. Upon request, the Employer shall provide the Union a copy of shift

schedules for the purpose of troubleshooting and problem solving a specific issue. If a change is made in an individual's shift schedule after being posted, the affected Employee shall be provided as much notice as possible in the circumstances, and DynaLIFE will, subject to Article 26.6, give a minimum of seven (7) calendar days' notice of the change.

- 26.4 Full-time and Part-time Employees may exchange shifts and/or days off with the approval of DynaLIFE provided there is no increased cost to DynaLIFE and provided Employees have all of the necessary qualifications to work the exchanged shift. Such exchange may be requested up to eight (8) weeks in advance, and the Employer shall approve such shift exchange request(s) within seven (7) calendar days of submission, subject to 26.4.
- 26.5 When DynaLIFE is unable to meet the provisions of 26.2, and there has not been mutual agreement with the Employee otherwise, nor an Emergency, the following conditions will apply:
- (i) failure to provide days off in accordance with Article 26.2(a) shall result in the payment to each affected Employee of two times (2X) their Basic rate of pay for one (1) regular shift worked during the two (2) week period;
 - (ii) failure to provide both of the required two (2) Weekends off duty in accordance with Article 26.2(b) shall result in payment to each affected Employee of two times (2X) their Basic rate of pay for each of two (2) regular shifts worked during the five (5) week period;
 - (iii) failure to provide fifteen (15) hours off duty in accordance with Article 26.2(d) shall result in payment of two times (2X) the Basic rate of pay for all hours worked on that next shift.
 - (iv) when DynaLIFE is unable to provide not more than seven (7) consecutive scheduled days of work then DynaLIFE will pay as compensation to the Employee two times (2X) the regular rate of pay for all hours of the shift on the eighth (8th) and subsequent shifts until the Employee is granted at least one (1) full day off.
- 26.6 a) When DynaLIFE is unable to provide seven (7) days' under 26.3, and there has not been mutual agreement otherwise, nor an Emergency, and the change is to a scheduled day off or from days, evenings or nights, then DynaLIFE will pay as compensation to the Employee, for each amended schedule, two times (2X) their Basic rate of pay for one (1) of their regular shifts worked during the two (2) week pay period.
- b) If, in the course of a posted schedule, the Employer changes the Employee's shift start time by two (2) hours or more, they shall be paid at the rate of two times (2X) their Basic rate of pay for all hours worked

on this impacted shift(s) unless seven (7) calendar days' notice of such change has been given.

- 26.7 In the event that an Employee reports for work as scheduled and is required by DynaLIFE not to commence work or to cease work prior to completion of their scheduled shift and return to duty at a later hour that day, they shall be compensated by the extra payment of two (2) hours pay at their Basic rate of pay.

ARTICLE 27: HOURS OF WORK

27.1 Regular Hours of Work

- 27.1.1 The regular hours of work for a Full-time Employee, exclusive of meal periods, shall be: seven and one-half (7.5), seven and three quarters (7.75) or eight (8.0) hours per day as designated by DynaLIFE.
- 27.1.2 The full-time regular hours for an Employee's position for the purposes of measuring overtime shall be confirmed in writing at the time of hire or transfer.

27.2 Meal Periods and Rest Periods

- 27.2.1 Regular hours of work shall include, as scheduled by DynaLIFE, two (2) rest periods of fifteen (15) minutes during each shift of seven and one-half (7.5) hours or more and exclude an unpaid meal period of not less than thirty (30) minutes.
- 27.2.2 Regular hours of work shall include, as scheduled by DynaLIFE, one (1) rest period of fifteen (15) minutes (during each shift which is at least four (4) hours of work but less than seven and one-half (7.5) hours of work) and exclude an unpaid meal period of not less than thirty (30) minutes.
- 27.2.3 Employees receiving two (2) rest periods during their regular hours of work shall be scheduled for one rest period in the first half of their shift and the second rest period in the second half of their shift. Employees may not combine rest periods (take them back to back) without management approval.
- 27.2.4 Employees working at least four (4) hours who are entitled to an unpaid meal period are required to take their meal period as scheduled unless they receive management approval. DynaLIFE shall make every reasonable effort to schedule the meal period as close to the middle of the shift as operationally feasible.

27.3 Meal Breaks for Shifts of Five (5) Hours or Less

27.3.1 For shifts of five (5) hours or less, when there is mutual agreement between an Employee and DynaLIFE, the meal break requirement may be waived without penalty subject to terms and conditions listed below.

- I. Mutual agreements will be in writing including Employee and Employer sign off.
- II. A copy of the written agreement will be forwarded to HSAA.
- III. All other terms and conditions of the Collective Agreement shall continue to apply in full force and effect.
- IV. The Employer or the Employee may opt out of this agreement by providing six (6) weeks written notice of the change.

27.4 Availability During Meal Periods

27.4.1 When an Employee is required by DynaLIFE to remain readily available for duty during their meal period, they shall be paid for the meal period at their Basic rate of pay unless they are permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.

27.5 Working During Meal and Rest Periods

If an Employee is required to work or is recalled to duty during their meal or rest period, compensating time off for the full meal or rest period shall be provided later in the shift, or they shall receive pay for the full meal or rest period in accordance with the following:

- (i) for a meal period that they are not required to be readily available pursuant to Article 27.3, they shall be paid at the applicable overtime rate;
- (ii) for a meal period that they are required to be readily available pursuant to Article 27.3, they shall be paid the applicable overtime rate instead of their Basic rate of pay.
- (iii) For a rest period, they shall be paid at the applicable overtime rate instead of their Basic rate of pay if a rest period is not provided at an alternate time during their shift.

27.6 Daylight Savings Time

27.6.1 On the date fixed for conversion to Mountain Standard Time, regular hours of work will be extended to include the additional hour with additional payment due at the applicable overtime rate. On the date fixed for the resumption of Daylight Savings Time, the resultant reduction of

one (1) hour in the shift involved shall be effected with the appropriate reduction in regular earnings. Part-time or casual Employees will be paid for the hours worked.

- 27.7 Hours of work shall be consecutive, with the exception of when a split shift is mutually agreeable by both the Employer and Employee.

ARTICLE 28: COMPENSATION

- 28.1 Basic wage scales and increments shall be as set out in the wages appendix and shall be effective on the dates specified therein and form a part of this Collective Agreement.

- 28.2 Subject to Article 28.3, all Employees, regardless of the full-time regular hours of work for that position (7.5, 7.75, 8.0), will be entitled to a step increment after one thousand nine hundred and fifty (1950) hours based on all worked hours.

- 28.3 Both Parties to this Collective Agreement recognize that an Employee normally improves in skill and ability relative to experience. In the event that there is just reason to believe that such improvement has not occurred, an annual increment may be withheld. Where an increment is withheld, the Employee and the Union shall be so advised, in writing, and the Employee's performance will be evaluated, in writing, on a month-to-month basis. After they reach a satisfactory performance level, the increment shall be granted as of that date; however, their worked hours, for increment purposes, shall not be changed.

28.4 Additional Qualifications

- 28.4.1 Employees who have successfully completed post graduate education programs resulting in the qualifications of: Advanced Registered Technologist (CSMLS); MLT plus Baccalaureate (MLS); shall receive one (1) additional step increment to the top of the wage scale.

ARTICLE 29: OVERTIME

- 29.1 Overtime is all time authorized by DynaLIFE and worked by an Employee in excess of the normal regular daily hours of full-time for that position or in excess of forty-four (44) hours in a week, or on scheduled days of rest. An Employee may work voluntarily on a scheduled day of rest at the Employee's regular rate of pay, to a maximum of forty-four (44) hours in a week.

- 29.2 For Employees working the Modified Work Day, overtime is all time authorized by DynaLIFE and worked by an Employee in excess of the regular daily hours specified in the modified daily hours or in excess of eighty-eight (88) work hours in a fourteen (14) day period averaged over a period of not more than six (6) weeks, or on scheduled days of rest.

- 29.3 DynaLIFE shall designate individuals who have the authority to authorize overtime.
- 29.4 Authorization for overtime after the fact shall not be unreasonably denied when overtime arises as a result of unforeseeable circumstances when it is not possible to obtain prior authorization.
- 29.5 Overtime will be paid at the rate of two times (2X) the Basic rate of pay for overtime worked in excess of the regular daily hours for that position.
- 29.6 Subject to mutual agreement between the Employer and an Employee, the Employee may be granted time off duty in lieu of overtime payments. Such request of the Employee shall not be unreasonably denied.
- (a) Unless mutual agreement between an Employee and the Employer is reached as to when accumulated overtime will be taken as time off in lieu of overtime payment. Overtime banks shall be paid out annually in the first full pay period of March.
 - (b) If an Employee chooses to bank overtime, such lieu time shall be banked at one times (1X) their Basic rate of pay, and they shall be paid out at one times (1X) their Basic rate of pay.
 - (c) Lieu time banks shall not exceed forty-eight (48) hours at any given time.
- 29.7 An Employee who normally returns to their place of residence by means of public transportation following the completion of their regularly scheduled shift, but who is prevented from doing so by being required by their supervisor to remain on duty longer than such shift and past the time when normal public transportation is available, will be expected to raise the problem with their supervisor. They shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense to their place of residence.
- 29.8 Except in cases of Emergency, no Employee shall be required to work more than a total of twelve (12) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports for work.
- 29.9 An Employee who works more than four (4) hours of overtime immediately following a shift shall be provided with access to a meal at no cost. Should access to a meal not be provided, the Employee may purchase their own meal and be reimbursed for that meal up to the highest non-taxable meal allowance permissible by Canada Revenue Agency.

29.10 If an Employee works overtime expected to be more than one (1) hour, the Employee shall receive, upon request, a fifteen (15) minute paid break prior to the commencement of the overtime shift.

ARTICLE 30: ON-CALL

- 30.1 a) DynaLIFE will schedule on-call periods at least eight (8) weeks in advance except in cases of Emergency. Whenever possible, the Employee shall not be assigned to On-call duty more than seven (7) consecutive calendar days.
- b) If in the course of a posted On-call duty roster, the Employer changes an Employee's on-call period, the Employee shall be paid at two times (2X) the on-call rate for all hours in the first period of on-call affected by the change unless seven (7) consecutive calendar days notice of such change has been given. The Employee shall be notified of the change and such change shall be recorded on the On-call duty roster.
- 30.2 Regulations in respect of approval or authorization for On-call duty and the procedures which are to be followed by an Employee shall be prescribed by DynaLIFE.
- 30.3 A list of approved procedures which are authorized for on-call and call-back duty will be established for each location by DynaLIFE.
- 30.4 For each hour, or part thereof, of authorized On-call duty an Employee shall be paid three dollars and thirty cents (\$3.30) per hour on regular days, and four dollars and fifty (\$4.50) per hour on Scheduled Days Off and Named Holidays.
- 30.5 Employees assigned to On-call duty more than seven (7) consecutive calendar days in any two (2) week period shall be paid pursuant to Article 30.1b, for the eighth (8th) and subsequent days in that two (2) week period. This on-call rate shall apply until an Employee has two (2) consecutive calendar days off without being on-call.
- 30.6 Where an Employee is on-call for more than seven (7) consecutive calendar days at their request or as the result of an exchange with another Employee, the regular on-call rates shall apply.
- 30.7 For Part-time and Casual Employees, five (5) days in each consecutive seven (7) consecutive calendar day period shall be deemed as work days for the purposes of paying the on-call rate.
- 30.8 Employees may exchange periods of On-call duty subject to the approval of DynaLIFE. No increase in cost shall be incurred by DynaLIFE as a result of the exchange of On-call duty.

30.9 The Employer shall make every effort to avoid placing an Employee "on-call" on the evening prior to or during scheduled off-duty days.

ARTICLE 31: CALL-BACK

- 31.1 a) An Employee who is called back to duty during their authorized On-call duty shall be deemed to be working overtime and shall be paid for all hours worked during the call-back period, or for three (3) hours whichever is longer.
- b) An Employee called back to duty on a Named Holiday shall be given compensating time off at their Basic rate of pay for actual hours worked on the call-back at a mutually agreeable time.
- 31.2 The Employee on call-back shall be paid at the overtime rate of two times (2X) the Basic rate of pay for all hours worked during the call-back period.
- 31.3 Call-back pay shall be in addition to the applicable on-call rate of pay.
- 31.4 An Employee called back to duty will be permitted to leave the work Site upon completion of the required call-back work. However, any further requests for emergent procedures received by an Employee prior to leaving the work Site shall be considered one (1) call for the purposes of determining call-back pay.
- 31.5 When an Employee who has not been assigned to "On call duty" is called, authorized, and required to report to work on a call-back basis, they shall be paid for all hours worked, or for three (3) hours, whichever is greater at two times (2X) the Basic rate of pay.
- 31.6 Upon mutual consent between DynaLIFE and the Employee, call-back pay may be granted in the form of time off duty with pay at the applicable rate of pay.
- 31.7 Where an Employee has been subject to call-back and the Employee is unfit to perform their duties, the Employee shall be required to contact their supervisor to make arrangements for alternative coverage provided their next shift is within eight (8) hours of completion of their call back. The Employee shall suffer no loss of pay.
- 31.8 When an Employee is called back for duty, they shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private motor vehicle, reimbursement shall be at the mileage rate provided by Canada Revenue Agency.
- 31.9 When a paging device or cell phone is utilized for the purposes of "on-call" and "call-back" DynaLIFE will provide said device for the assigned period of use. Employees will not be expected to return the device until their next scheduled

shift.

- 31.10 When an Employee is consulted by any electronic means and is authorized to problem-solve and/or troubleshoot workplace matters, they will be paid for a minimum of thirty (30) minutes for time spent up to fifteen (15) minutes in consultation. Consultation in excess of fifteen (15) minutes will be paid at the overtime rate of pay for actual time worked, rounded to the highest fifteen (15) minute increment.
- 31.11 Electronic consultation does not apply during an Employee's regular work hours, but shall apply to electronic consultation during the on-call period subject to Article 31.10.

ARTICLE 32: SHIFT DIFFERENTIALS

- 32.1 An evening shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees wherein the majority of hours in the shift are worked between the hours of sixteen hundred (1600) to twenty three hundred (2300) hours; or for all hours worked between the hours of sixteen hundred (1600) to twenty three hundred (2300) hours. This differential will be paid in addition to the applicable rate of pay for each Employee who works during these hours.
- 32.2 A night shift differential of five dollars (\$5.00) per hour shall be paid to Employees wherein the majority of hours in the shift are worked between the hours of twenty three hundred (2300) to zero seven hundred (0700) hours; or for all hours worked between the hours of twenty three hundred (2300) to zero seven hundred (0700) hours. This differential will be paid in addition to the applicable rate of pay for each Employee who works during these hours.
- 32.3 A weekend shift differential of three dollars and twenty-five cents (\$3.25) per hour shall be paid to Employees for all hours worked between the hours of eighteen hundred (1800) on Friday to zero hundred (0000) hours Monday morning. This differential will be paid in addition to the applicable rate of pay for each Employee who works during these hours.
- 32.4 Evening differentials and night differentials are stacked with weekend differentials.

ARTICLE 33: RESPONSIBILITY PAY

- 33.1 When an Employee works in the absence of supervisory personnel and has been formally designated in writing to be responsible for any additional duties and responsibilities of the supervisor, they shall receive a four percent (4%) premium for those hours.

- 33.2 When an Employee is requested by DynaLIFE to travel to client Sites located outside of Alberta for the purposes of providing temporary technical support to those Sites, they shall receive a two percent (2%) premium for hours worked at that location.

ARTICLE 34: TEMPORARY ASSIGNMENTS AND OUT-OF-SCOPE TRANSFERS

- 34.1 When an Employee is directed to perform the duties of a classification covered by this Collective Agreement to which is assigned a higher wage scale, they shall be paid, in addition to their hourly rate as set out in the Wages Appendix, the difference between the beginning rate in the wage scale of their classification and the beginning rate in the wage scale of the classification to which they are temporarily assigned. The resultant Basic rate of pay shall be not less than a four (4%) increase to their normal hourly earnings and shall not exceed the maximum rate of the wage scale of the classification to which they are temporarily assigned. During periods of temporary assignment to a classification that is in-scope, the Employee so assigned shall receive any overtime or call back premiums based on the higher Basic rate of pay.
- 34.2 When an Employee is directed to temporarily substitute on another job outside the scope of the bargaining unit, the Employee will receive, in addition to their Basic rate of pay, a minimum amount of two dollars (\$2.00) or the difference between their current rate of pay and the entry level rate of pay for the out-of-scope position which they are temporarily substituting, whichever is higher. An Employee so assigned shall continue to be covered by the terms and conditions of the Collective Agreement.
- 34.3 During periods of temporary assignment to a classification that is out-of-scope of the bargaining unit, the Employee so assigned shall not be eligible for overtime, differentials, or call back premiums. However, an Employee so assigned shall continue to be covered by the terms and conditions of the Collective Agreement.
- 34.4 At the time of a temporary assignment anticipated to be greater than one (1) month in length, DynaLIFE will provide to the assigned Employee a written statement which sets out definite time periods for the assignment and the reason for the assignment. The terms of the temporary assignment will not be altered except on two (2) weeks' written notice to the Employee and the Union.
- 34.5 Should a temporary assignment anticipated to be less than one (1) month in length exceed one (1) month in length, DynaLIFE will provide to the assigned Employee a written statement which sets out a definite time period for the assignment and the reason for the assignment. The terms of the temporary assignment will not be altered except on two (2) weeks' written notice to the Employee and the Union.

34.6 **Temporary Voluntary Out-of-Scope Transfer**

- (a) When an Employee voluntarily transfers to a temporary out-of-scope position, they shall be granted a “temporary voluntary out of scope transfer” without pay and shall not continue to be covered by the terms and conditions of the Collective Agreement.
- (b) The Employee’s seniority date shall be adjusted to exclude the days worked in the out-of-scope position upon the end of the temporary term and return to the bargaining unit. The Employer shall advise the Union of the adjusted seniority date and provide the information used to establish said date.

34.7 An Employee who voluntarily transfers to a permanent out-of-scope position shall not continue to be covered by the terms and conditions of the Collective Agreement.

ARTICLE 35: OVER/UNDER PAYMENTS

35.1 In the event that an Employee is over- or under-compensated, the Employer shall correct such compensation error.

35.2 If the error is an underpayment, the Employer shall correct the underpayment within one (1) month of the error being discovered.

35.3 In the case of an overpayment, the Employer shall notify the Employee in writing, including all calculations, that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee’s gross earnings per pay period.

ARTICLE 36: BENEFITS

36.1 DynaLIFE will maintain group benefit plans for all Regular and Temporary Employees working zero point four (0.4) FTE or more as follows:

- (a) Alberta Health Care Insurance Plan, the premiums which will be cost-shared seventy-five percent (75%) by DynaLIFE and twenty-five percent (25%) by the Employee;
- (b) Group Life Insurance, the premiums which will be cost-shared seventy-five percent (75%) by DynaLIFE and twenty-five percent (25%) by the Employee;
- (c) Accidental Death and Dismemberment, the premiums which will be cost-

shared seventy-five percent (75%) by DynaLIFE and twenty-five percent (25%) by the Employee;

- (d) Short and Long Term Disability, the premiums which will be cost-shared fifty percent (50%) by DynaLIFE and fifty (50%) by the Employee;
 - (i) Prior to short-term disability (STD), Employees shall be allowed to use sick time up to:
 - a. two hundred and twenty-five (225) hours based on seven point five (7.5) hour days
 - b. two hundred and thirty-two-point five (232.5) hours based on seven point seven five (7.75) hour days
 - c. two hundred and forty (240) hours based on eight (8.0) hour days
 - d. This time is pro-rated to FTE
 - (ii) The elimination period for STD is fourteen (14) calendar days
 - (iii) In the particular case of Employees who have insufficient sick leave credits to satisfy the elimination period, the STD shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness.
- (e) Extended Health Benefits, the premiums which will be cost-shared seventy-five percent (75%) by DynaLIFE and twenty-five percent (25%) by the Employee;
- (f) Dental Plan, the premiums which will be cost-shared seventy-five percent (75%) by DynaLIFE and twenty-five percent (25%) by the Employee;
- (g) Critical Illness Insurance, the premiums which will be cost-shared seventy-five percent (75%) by DynaLIFE and twenty-five percent (25%) by the Employee.

36.2 The administration of these plans is subject to and governed by the applicable benefit policies and contracts.

36.3 During the first twenty-four (24) months an Employee is on LTD, they may continue participation in the Alberta Health Care Insurance Plan, Extended Health and Dental by paying the full premium costs to DynaLIFE.

36.4 DynaLIFE will provide Employees with a benefits handbook upon eligibility and upon changes in the plan.

- 36.5 DynaLIFE and the Union agree that within 90 days of ratification they will meet to discuss any recent changes to the premium rates. DynaLIFE and the Union agree that thereafter they will meet once per year to discuss the benefit plan and premium rates.
- 36.6 Cost sharing continues when an Employee is on paid sick leave excluding Short and Long Term Disability.
- 36.7 An Employee shall cease to earn sick leave credits and vacation credits while on STD and LTD.
- 36.8 DynaLIFE will provide three (3) copies of the Employee benefits handbook and one (1) copy of each of the plans to the Union upon ratification of this Collective Agreement and upon any changes to the plan.
- 36.9 All Employees whose assigned FTE is below zero point four (0.4), and all Casual Employees not working an approved BECE position, are not eligible to participate in the Employee Benefits Plan. However, such individuals covered by the Collective Agreement who were enrolled for such benefits on the day prior to the commencement date of this Collective Agreement shall not have benefits discontinued solely due to the application of this provision.
- 36.10 The parties agree that there shall be no substantive change to any benefits provided by the plan, without agreement between the Employer and the Union, unless such changes are required by legislation.

ARTICLE 37: VACATION

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay;
- (b) "vacation year" means the twelve (12) month period commencing on the first (1st) day of January in each calendar year and concluding on the last day of December in each calendar year.

37.1 Vacation Entitlement

37.1.1 The rate at which vacation is earned for all Regular and Temporary Employees shall be governed by the total length of such employment as follows:

- (i) starting at the beginning of employment, an Employee shall earn vacation calculated on the basis of one (1) hour of vacation for each seventeen point three three (17.33) hours worked;

- (ii) starting at the second (2nd) anniversary of employment, an Employee shall earn vacation calculated on the basis of one (1) hour of vacation for every thirteen (13) hours worked;
- (iii) starting at the tenth (10th) anniversary of employment, an Employee shall earn vacation calculated on the basis of one (1) hour of vacation for every ten point four (10.4) hours worked;
- (iv) starting at the twentieth (20th) anniversary of employment, an Employee shall earn vacation calculated on the basis of one (1) hour of vacation for every eight point seven (8.7) hours worked.

37.1.2 Casual Employees' vacation pay shall be paid in accordance with the following:

- (i) starting at the beginning of employment six percent (6%) of their regular earnings;
- (ii) starting at the second (2nd) anniversary of employment eight percent (8%) of their regular earnings;
- (iii) starting at the tenth (10th) anniversary of employment ten percent (10%) of their regular earnings;
- (iv) Starting at the twentieth (20th) anniversary of employment twelve percent (12%) of their regular earnings.

37.1.3 As recognition leave which acknowledges the contributions that long-term Employees make, DynaLIFE will provide five (5) additional days off on each of the employment anniversaries of twenty-five (25), thirty (30), thirty-five (35), forty (40), forty-five (45), fifty (50), and fifty-five (55) years. This time must be used in whole or in part within the following five (5) year period and is prorated to the Employees FTE. Time off must be scheduled at a mutually agreeable time. Unused recognition time will not be carried over to the subsequent five (5) year period and will not be paid out should the Employee leave DynaLIFE.

37.1.4 Where a voluntarily terminated Employee commences employment within six (6) months of the date of termination of employment with another Employer signatory to a Collective Agreement containing identical provisions for entitlement to vacation as this agreement, such Employee shall retain the level of entitlement to vacation accrued with the former Employer.

37.1.5 No Employee who immediately prior to being covered by the terms and conditions of this Collective Agreement was entitled to or earned

vacation benefits in excess of those set forth in this Collective Agreement shall have their vacation entitlements reduced provided the Employee remains continuously employed with DynaLIFE.

37.2 Time of Vacation

- 37.2.1 Vacation may only be taken after it is earned.
- 37.2.2 An Employee may request vacation leave during any period of the year, however:
- (i) From June 15 through to September 15, during the Christmas holiday period, during the annual Spring Break established by the local school authority, and in the one (1) week period preceding and after Easter, vacation may be limited to two (2) weeks depending on demand. Exceptions will be taken into consideration by the Manager, Human Resources.
 - (ii) If an Employee had Christmas, New Year's Day and/or Spring Break off in the previous year, then approval may not be granted in the current year until all other vacation requests have been considered.
- 37.2.3 DynaLIFE will respond to vacation requests within six (6) weeks of the deadline for submission or within four (4) weeks of an Employee's request received past the deadline.
- 37.2.4 Whenever possible an Employee shall provide a minimum of four (4) weeks' notice of a vacation request. DynaLIFE may approve vacation with less than four (4) weeks' notice received in its discretion.
- 37.2.5 An Employee may be permitted to carry forward a portion of vacation entitlement to the next vacation year. Requests to carry forward vacation shall be made, in writing, and shall be subject to the approval of the Manager of Human Resources or their Designate. Such carry forwards shall not exceed thirty-seven point five (37.5), thirty-eight point seven five (38.75), or forty (40) hours, unless extended circumstances exist. DynaLIFE may require an Employee to take vacation rather than carrying forward to another year.
- 37.2.6 If an Employee had a vacation request denied, their name shall be placed on a waiting list in case their requested time frame should become available.

37.3 Only those regularly scheduled hours, regular hours on a Named Holiday, and additional hours paid at the Basic rate of pay to a maximum of eight (8) hours will be recognized as regular earnings for the purpose of determining vacation pay.

37.3.1 Regular hours paid while on sick leave excluding STD and LTD will also be considered as regular earnings for the purpose of determining vacation pay.

37.4 **Scheduling of Vacation**

37.4.1 Each Department shall establish an annual process for the purpose of scheduling vacation. The process must be agreed upon by the majority of the Employees in that Department. In the event that the majority of Employees who vote cannot agree, the previous vacation policy remains in place.

37.4.2 Each Department shall include in its process, a conflict resolution mechanism in the event of a conflict in scheduling. This mechanism shall not be in violation of any of the terms and conditions of this Collective Agreement.

37.4.3 Within ninety (90) days of ratification the Employer shall conduct a vote to assess Employee satisfaction with the current annual vacation process.

i) If a majority of staff votes indicate a dissatisfaction, the Employer shall conduct a review of the annual process. The review shall include an Employee vacation committee. This committee will meet with management to discuss considerations such as scheduling of vacation, time of vacation, staffing requirements, conflict resolution mechanism and any other issues of concern which are brought forward in the review.

ii) A subsequent vote will occur following this review. In the event the majority of staff who vote indicate a dissatisfaction, Labour/Management meeting(s) will be held to review and discuss all identified concerns.

37.4.4 i) Any subsequent modifications to the process must be agreed to by a majority of the staff who vote in order to be implemented.

ii) Where an annual process is modified subject to the above a copy of the process shall be provided to the Union within thirty (30) calendar days of final modification.

- 37.5 Vacation pay for Regular Employees may be payable in advance. Requests for such advancement of pay shall be made in writing to the Manager, Human Resources no less than fourteen (14) days prior to the vacation period.
- 37.6 DynaLIFE will provide at least four (4) weeks' advance notification if for some reason it is necessary to alter an approved vacation period.
- 37.7 An Employee who is required to work during an approved vacation period will receive two times (2X) their Basic rate of pay for all hours worked during the vacation period. This premium payment will cease and the Basic rate of pay will apply at the start of the next regularly scheduled shift.
- 37.8 When an Employee works during a scheduled vacation period the time so worked shall not be deducted from the Employee's vacation bank. The Employee will be granted equivalent time off with pay at a future date to be mutually agreed upon.
- 37.9 Where a request for scheduled vacation has been approved and where it becomes operationally necessary to subsequently cancel or otherwise alter the vacation request the Employer will compensate the Employee for any non-refundable costs the Employee may have incurred as a result of the schedule change. The Employee will be required to provide adequate proof of such costs.

ARTICLE 38: SICK LEAVE

- 38.1 Sick leave is provided by DynaLIFE for any illness, accident, or quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under The Workers' Compensation Act.
- 38.2 DynaLIFE recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absence from work due to such therapy shall be considered sick leave.
- 38.3 Regular or Temporary Employees, including those working a modified work day, shall be allowed a credit for sick leave computed from the date of employment at the rate of: seven point five (7.5) hours for every one hundred and twelve (112) hours paid up to a maximum of:
- six hundred and thirty-seven point five (637.5) hours for Employees working a seven point five (7.5) hour day,;
 - six hundred and fifty-nine (659) hours for Employees working a seven point seven five (7.75) hour day,;
 - six hundred and eighty (680) hours for Employees working an eight (8) hour day.
- 38.4 An Employee granted sick leave shall be paid for the period of such leave at their Basic rate of pay, and the number of hours shall be deducted from their

accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

An Employee shall be eligible to use the following amount of sick leave hours prorated to FTE in alignment with their regular daily hours of work, prior to the commencement of short-term disability (STD):

- Two hundred and twenty-five (225) hours for Employees working a seven-point five (7.5) hour day,
- Two hundred- and thirty-two-point five (232.5) hours for Employees working a seven point seven five (7.75) hour day,
- Two hundred and forty (240) hours for Employees working a eight (8.0) hour day.

- 38.5 Employees may be required to submit satisfactory proof to DynaLIFE of any illness, non-occupational accident, or quarantine. When the Employee must pay a fee for such proof, the fee shall be reimbursed by the Employer.
- 38.6 Subject to 38.3, when an Employee has accrued the maximum sick leave credit to which they are entitled, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time, they will recommence accumulating sick leave credits.
- 38.7 Except as otherwise specifically provided in this Collective Agreement, sick leave credits will only accrue on hours paid at the Basic rate of pay.
- 38.8 An Employee does not earn sick leave while on STD or LTD.
- 38.9 No sick leave will be granted for any illness which is incurred once an Employee commences their vacation. For the purposes of this Article, vacation is deemed to have commenced on the completion of the last regularly scheduled shift worked prior to the vacation period inclusive of scheduled days off.
- 38.10 Subject to Article 38.5, sick leave shall be granted if an Employee becomes ill during their vacation provided the illness continues beyond the approved vacation period.
- 38.11 Subject to Article 38.5, sick leave shall be granted for the period of sick time falling within a scheduled vacation period provided the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee desires, the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled at a later date.
- 38.12 Notwithstanding the provision of Article 38.9, should an Employee demonstrate to the satisfaction of DynaLIFE that they were admitted to hospital as an "in-patient" during the course of their vacation, they shall be considered to be on sick

leave for the period of hospitalization and subsequent period of recovery provided they notify DynaLIFE upon their return from vacation and provides satisfactory proof of their hospitalization. Vacation time not taken as a result of such stay in the hospital will be rescheduled to a mutually agreeable time.

- 38.13 An Employee who is incapacitated and unable to work as a result of an accident or injury sustained while on duty in the service of DynaLIFE, will be managed by WCB.
- 38.14 Upon termination of employment, all sick leave credits are cancelled and no payment is due.
- 38.15 A Regular or Temporary Employee whose status changes to casual shall have their sick leave entitlement banked. Should the Employee's status revert back to regular or temporary status within one (1) year, the Employee's sick leave bank shall be restored. If the Employee does not change back to regular or temporary status within one (1) year their banked sick leave shall be cancelled and no payment is due.
- 38.16 An Employee may request in writing the status of their sick leave entitlement.
- 38.17 Information on an Employee's sick leave shall be confidential unless the Employee consents in writing to such release.
- 38.18 Employees are strongly encouraged to schedule personal medical and dental appointments outside of working hours. When this is not possible, the Employee shall obtain prior authorization twenty-four (24) hours in advance of the appointment. Requests for authorization to attend a qualifying medical appointment with less than twenty-four hours' notice shall not be unreasonably denied. Qualifying appointments include all medical, dental, and paramedical as covered by the extended health care plan and exclude those covered by the Flexible Spending Account (FSA). If an Employee requires time off for the purpose of attending a qualifying appointment as listed above, provided they have been given prior authorization by the Employer, such absence shall neither be charged against their accumulated sick leave, nor shall they suffer any loss of income provided such absence does not exceed two (2) hours during one (1) workday. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

ARTICLE 39: WORKERS' COMPENSATION

- 39.1 An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act shall continue to receive full net take home pay calculated at the Basic rate of pay for regularly scheduled hours of work less any

statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:

- (i) the Employee assigns over to the Employer, on proper forms, the monies due to them from the WCB for time lost due to an accident; and
- (ii) the Employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not less than one-tenth (1/10th) day, can be charged against such sick leave credits for each day an Employee is off work due to accident within the meaning of the WCB Act; and
- (iii) the Employee keeps the Employer informed regarding the status of their WCB claim and provides any medical or claim information that may be required by the Employer.

39.2 The Parties recognize that the Employer may be required to reconcile payments to the Employee with subsequent assigned payments from the WCB.

In light of this, the time limitation for correcting over or under payments provided in Article 35 shall not commence until the Employer has received reimbursement from the Workers' Compensation Board, or has issued any statement of adjustment to the Employee, whichever is later.

39.3 An Employee who is in receipt of Workers' Compensation benefits and who is not eligible to receive the WCB Supplement pursuant to Article 39.2 shall be deemed to be on a leave of absence without pay.

39.4 An Employee in receipt of Workers' Compensation benefits shall:

- (i) be deemed to remain in the continuous service of the Employer for purposes of prepaid health benefits and salary increments;
- (ii) accrue vacation credits and sick leave for the first (1st) month of such absence.

39.5 An Employee who has been on worker's compensation and who is certified by the WCB to be fit to return to work and who is capable of performing the duties of their former position shall be reinstated at the same classification held by them prior to the disability.

39.6 An Employee who has been on worker's compensation and who is certified by the WCB to be fit to return to work and who is incapable of performing the duties of their former position shall be entitled to the benefits they are eligible for under Sick Leave, STD, and LTD, in accordance with Article 38.

39.7 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting or scheduling provisions of Articles 9 and 26.

ARTICLE 40: RETIREMENT

40.1 DynaLIFE will provide a Group Registered Retirement Savings Plan for Employees to encourage Employees to save for retirement. All Regular or Temporary Employees will be eligible to participate. Participation is voluntary. After they have contributed to the plan for a period of six (6) months, DynaLIFE will contribute in accordance with the following:

- a) For Employees with zero to four years of experience with DynaLIFE the Employer will contribute up to four percent (4%) of wages based on an Employee contribution of three and a half percent (3.5%).
- b) For Employees with greater than four years of experience with DynaLIFE the Employer will contribute up to five percent (5%) of wages based on an Employee contribution of three and a half percent (3.5%).
- c) Effective March 31, 2025, Employees with greater than eight (8) years of experience with DynaLIFE the Employer will contribute up to seven percent (7%) of wages based on an Employee contribution of three and a half (3.5%).

40.1.1 Participating Employees who wish to contribute additional monies toward retirement may do so. These additional monies will be deducted as a percentage of each pay as authorized by the Employee.

40.2 DynaLIFE will provide one (1) copy of the Group RRSP plan booklet to the Union.

40.3 A plan booklet and enrolment package will be provided to an Employee when they are eligible to join the plan.

40.4 Withdrawals from the RRSP plan will be allowed without penalty only for Canada Revenue Agency Home Buyer's Plan and Canada Revenue Agency Lifelong Learning Plan.

40.5 If funds are removed from the plan except as outlined in Article 40.4, the Employer's contribution to the plan will be discontinued for a period of six (6) months unless this restriction is waived by the Vice President, Quality, People and Regulatory Affairs on a case-by-case basis.

- 40.6 Employees are aware that the RRSP provider charges a service fee for withdrawal of funds which shall be the responsibility of the Employee.
- 40.7 Any changes or alterations to the plan must be agreed to by DynaLIFE and the Union. The exact terms and conditions of the plan are described in the plan governance documentation.
- 40.8 Participating Employees can elect to continue their contributions during periods of STD and LTD, include maternity and parental leaves of absence; however, the DynaLIFE contribution shall not apply.
- 40.9 DynaLIFE shall continue to make their Employer contributions while an Employee is in receipt of Workers Compensation Benefits.

ARTICLE 41: LEAVES OF ABSENCE

41.1 General Policies Covering Leaves of Absence

- 41.1.1 An application for leave of absence shall be made, in writing, to the Manager, Human Resources as early as possible. The application shall indicate the desired dates for departure and return from the leave of absence.
- 41.1.2 The Employer will indicate approval or disapproval in writing, to all requests for leave of absence within fourteen (14) calendar days from the date upon which the request is received.
- 41.1.3 Where an Employee is granted a leave of absence of more than one (1) month's duration, and that Employee is covered by any or all of the plans specified in Article 36, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the Employer and Employee portion of the benefit costs for the applicable plans at least one (1) pay period in advance. The time limits as provided for in this Article may be waived in extenuating circumstances.
- 41.1.4 In the case of a leave of absence without pay, an Employee shall accrue sick leave credits for the first (1st) month.
- 41.1.5 An Employee who has been granted a leave of absence of any kind and who overstays their leave without permission shall be deemed to have terminated their employment.
- 41.1.6 During an Employee's leave of absence, the Employee may work casual work shifts with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

41.1.7 Employees may be required to submit to the Employer satisfactory proof demonstrating the need for any specific leave.

41.2 **General Leave**

41.2.1 Leave of absence without pay may be granted to an Employee at the discretion of DynaLIFE and the Employee shall not work for gain during the period of leave of absence except with the express written consent of DynaLIFE. Where approval is denied, DynaLIFE will respond in writing and reasons shall be given.

41.2.2 Employees eligible for a specific leave under Employment Standards legislation which is not covered under this Article shall request such leave from their Manager. The leave shall be administered as per Employment Standards legislation.

41.3 **Take-a-Break Days**

41.3.1 A Regular or Temporary Employee may make application in writing to their immediate supervisor for take-a-break days. If operational requirements permit, approval shall be given.

41.3.2 A Regular or Temporary Employee who has completed six (6) months of service is entitled to make application for ten (10) shifts a year off without pay, either separately or together in each calendar year. Take-a-break days are credited annually on the first full pay of the year and will be pro-rated based on the Employees FTE at the time the banks are credited.

41.3.3 A Regular or Temporary Employee does not have to provide any reason for the request of a take-a-break day.

41.3.4 The take-a-break day may be taken prior to vacation entitlement being used.

41.3.5 Take-a-break days shall not affect an Employee's calculation of entitlements for sick leave, vacation credits or Named Holiday pay.

41.4 **Maternity and Parental Leave**

41.4.1 An Employee who has completed ninety (90) days of employment shall be granted Maternity Leave to a maximum of eighteen (18) weeks. The leave may commence up to thirteen (13) weeks preceding the estimated date of delivery. The leave will include a period of at least six (6) weeks after the delivery. DynaLIFE will also grant additional leave of absence for a maximum of seventy-eight (78) weeks leave. Request for an

extension due to ill health of the mother or the child shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional three (3) months.

- 41.4.2 A pregnant Employee will give as much advance written notice as possible. If an Employee is not able to provide six (6) weeks' notice for a maternity leave, they shall give not less than two (2) weeks' written notice with a medical certificate. The notice must contain start and end date of the leave. A medical certificate certifying that they are pregnant and giving the estimated date of delivery will be forwarded to Human Resources along with the written notice. An Employee, with the agreement of their manager, may shorten the duration of the six (6) week period after the actual date of delivery by providing Human Resources with a medical certificate indicating that resumption of work by the Employee will not endanger their health.
- 41.4.3 A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. Such maternity leave will end sixteen (16) weeks after the commencement of the leave.
- 41.4.4 An Employee who wishes to resume their employment at the end of the maternity/parental leave to which they are entitled must give their manager/Human Resources four (4) weeks' written notice of the day on which they intend to resume employment, and DynaLIFE will reinstate them in the position they occupied at the time their maternity leave commenced, or provide them with alternative work of a comparable nature, at not less than the same wages and other benefits that had accrued to them to the date that they commenced maternity leave.
- 41.4.5 A pregnant Employee, who presents medical evidence from their physician, nurse practitioner, or registered midwife that continued employment in their present position may be hazardous to them or to their unborn child, may request a transfer to a more suitable position if one is available. DynaLIFE will, wherever possible, attempt to find a suitable position; however, where no suitable position is available, the Employee may request maternity leave as provided above.
- 41.4.6 Contributions to the group RRSP may be waived during an extended leave, and benefits do not accrue during the leave.
- 41.4.7 A parent-to-be who has completed ninety (90) days of employment shall upon written request be granted leave of absence without pay and benefits for a period up to sixty-two (62) consecutive weeks for parenting duties following the birth of a child. Four (4) weeks written notice of the day on which they intend to resume employment with DynaLIFE shall be

given, and DynaLIFE will reinstate them in the position they occupied at the time their leave commenced, or provide them with alternative work of a comparable nature, and not less than the same wages and other benefits that had accrued to them to the date that they commenced leave. Parental Leave shall end seventy-eight (78) weeks from the birth of the child, unless mutually agreed otherwise between the Employer and the Employee.

41.4.8 Group benefit coverage may continue for up to eighteen (18) months provided the Employee pays both the Employee and Employer portions of the benefit premium costs.

41.5 Adoption Leave

41.5.1 An Employee who has completed ninety (90) days of employment will be granted leave of absence for a period of up to sixty-two (62) consecutive weeks for the purpose of adopting a child provided that they make written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of such application; and they provide the Employer with as much notice as possible and at least one (1) days' notice that such leave is to commence.

41.5.2 An Employee absent on adoptive parent leave will provide the company with four (4) weeks' written notice, following which the company will reinstate the Employee in the same position held immediately prior to taking such leave or will provide alternative work of a comparable nature at not less than the same salary and with other benefits accrued at the date the leave commenced. Adoption Leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption, unless mutually agreed otherwise between the Employer and the Employee.

41.5.3 Group benefit coverage may continue for up to sixteen (16) months provided the Employee pays both the Employee and Employer portions of the benefit premium costs.

41.6 Parent-to-be Leave

41.6.1 Parent-to-be leave of at least two (2) working days with pay will be granted upon the written request of an Employee to enable such Employee to attend to matters directly related to the birth of the child.

41.7 Caregiver Leaves

- (a) Compassionate Care Leave
 - (i) An Employee, who has completed ninety (90) days of employment, with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay but with benefits at the normal cost sharing for a period of up to twenty-seven (27) weeks. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Standards legislation.
 - (ii) At the request of the Employee, Compassionate Care leave may be taken in one (1) or more periods, but no period may be shorter than one (1) week in duration.
 - (iii) Where possible, an Employee shall apply in writing for Compassionate Care leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer in writing if they want to take in weekly increments.
- (b) Critical Illness of Child Leave
 - (i) Employees eligible for this leave who have completed ninety (90) days of employment will be provided a leave of absence without pay but with benefits at the normal cost sharing to provide care or support to a critically ill child for a period of up to thirty-six (36) weeks to care for their critically ill child as qualified under the Employment Standards legislation.
 - (ii) At the request of the Employee, critical illness of a child leave may be taken in one (1) or more periods, but no period may be shorter than one (1) week in duration.
 - (iii) Where possible, an Employee shall apply in writing for critical illness of a child leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer in writing if they want to take in weekly increments.

41.8 Leave For Public Office

- 41.8.1 The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, from an Employee who has successfully completed a probationary period of employment, the Employer shall allow a leave of absence without pay so that an

Employee may be a candidate in federal, provincial or municipal elections.

41.8.2 Employees who successfully attain public office shall be granted a further leave of absence without pay up to forty-eight (48) months to permit them to fulfill the duties of that office.

41.8.3 An Employee who returns from public office leave within forty-eight (48) months shall be reinstated by the Employer in the same position and classification held by them immediately prior to taking such leave or be provided with alternate work of a comparable nature.

41.9 Emergency Leave

41.9.1 If a Regular or Temporary Employee is unable to report to work for regularly scheduled hours as a result of an Emergency, they shall be entitled to access up to a maximum of four (4) days (based on regularly scheduled hours of work) of paid Emergency Leave each year.

41.9.2 An Emergency Leave for the purposes of Article 41.9, is defined as an unexpected illness, an unscheduled medical appointment, or a scheduled appointment of a high priority nature in the immediate family. Emergency Leave may be used only if the Employee is the only person who can provide the care and only for as long as it takes the Employee to make alternate arrangements.

41.9.3 An Emergency Leave may also include a family disaster (fire, theft, etc.) or the birth of a child which is complicated by critically adverse conditions and not routine.

41.9.4 An Emergency Leave is not considered to be a delayed return from time off, or incidents with pets.

41.9.5 Emergency Leave is credited annually on the first full pay of the year and will be prorated based on the Employee's FTE at the time the banks are credited. Banks cannot be used until at least three (3) months of employment has occurred.

41.9.6 Unused leave cannot be carried forward from year to year.

41.10 Personal and Family Responsibility Days

41.10.1 A Regular or Temporary Employee may make application in writing as soon as possible to their immediate supervisor for Personal and Family Responsibility Days.

41.10.2 A Regular or Temporary Employee who has completed ninety (90) days of service is entitled to make application for five (5) shifts a year off without pay, either separately or together in each calendar year.

41.10.3 Personal and Family Responsibility Days will be granted in accordance with Employment Standards Legislation.

41.11 **Bereavement Leave**

41.11.1 Bereavement leave with pay of five (5) consecutive working days shall be granted in the event of the death of a member of the Employee's immediate family. Upon request to the Manager, Human Resources, the Employee may be granted additional leave of absence without pay. Immediate family of the Employee is defined as spouse, parent, child (including unborn child), brother, sister, fiancée, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, grandparent, grandparent-in-law, and grandchild. Step-parent, step-children, step-brother and step-sister shall also be considered as members of the Employee's immediate family. Spouse shall include Adult Interdependent Partner Relationship (as defined by the Adult Interdependent Relationships Act) or same-sex partners provided that they reside in the same residence.

41.11.2 Bereavement leave shall be extended by two (2) additional days at the Basic rate of pay if travel in excess of three hundred and twenty (320) kilometers one (1) way from the Employee's residence is necessary for the purpose of attending the funeral, celebration of life, or memorial ceremony.

41.11.3 Bereavement leave may be extended by two (2) additional days upon request to the Manager, Human Resources or their designate.

41.11.4 In the event of the death of another family member not included in 41.11.1 as defined by Employment Standards, an Employee who has completed ninety (90) days of employment shall be granted up to three (3) days off without pay. The Employer may grant time with pay within those three (3) days to attend the funeral service, celebration of life, or memorial ceremony.

41.11.5 Notwithstanding the provisions of 41.11.1, 41.11.2, 41.11.3 and 41.11.4 where special circumstances exist, an Employee may request that Bereavement Leave be divided into two (2) periods over a six (6) week timeframe from the date of loss. Such request is subject to the approval of the Employer. In no circumstances, however, shall an Employee be eligible for more days off with pay than they would have otherwise been eligible to receive.

41.11.6 Where an Employee's scheduled vacation is interrupted due to a bereavement covered by Article 41.11.1, the Employee will be entitled to bereavement leave in accordance with Article 41.11.1. The portion of the Employee's vacation which is deemed to be bereavement leave under the above provisions will not be charged to the Employee's vacation credits.

41.12 **Court Appearance**

- (a) In the event an Employee is required to appear before a court of law as a witness in matters arising out of their employment with the Employer, or as a member of a jury, or jury selection, the Employee shall:
 - (i) notify the Employer as soon as notice is received;
 - (ii) suffer no loss of regular earnings for the scheduled time so missed;
 - (iii) be paid at their Basic rate of pay for the hours of attendance at court;
 - (iv) on their scheduled day(s) of rest, be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 26.
- (b) In the event an Employee is scheduled to work on the evening or night shift(s) on the day(s) they are called as a witness in matters arising out of their employment with the Employer, or as a juror, they shall be granted a leave of absence for those scheduled shift(s) so missed at the Basic rate of pay.
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, they shall be granted a leave of absence without pay.

41.13 **Community Service Day**

- (a) All Regular and Temporary Employees who have completed ninety (90) days of employment exclusive of those listed in Letter of Understanding #12 (Grandfathering provision for the Northern Lights Region) may take up to one (1) paid day per year (pro-rated to FTE) to volunteer time to their local communities.
- (b) Community Service Day is intended to allow Employees time to participate and give service to the community.

- (c) Employee requests for utilization of their Community Service Day shall be made in writing to their supervisor outlining the community activity they would like to participate in and the date of the activity. Requests must be made at least four (4) weeks in advance and all requests are subject to operational requirements.

41.14 Domestic Violence Leave

- (a) Employees who have completed ninety (90) days of employment who have been subjected to domestic violence are eligible for a leave of absence without pay up to ten (10) days per year to address the situation.
- (b) If the Employee chooses, the Employee may access any available hours in their family emergency bank, vacation bank, overtime bank, or banked stats in order to maintain pay during the Domestic Violence Leave
- (c) When an Employee reports that they are experiencing domestic violence, the Employer shall complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

41.15 Death or Disappearance of a Child Leave

Employees who have completed ninety (90) days of employment and meet the criteria for Death or Disappearance of a Child Leave specified in Employment Standard legislation shall be entitled to a leave of absence without pay for a period up to:

- (a) Fifty-two (52) weeks in the event of the disappearance of a child; or
- (b) One hundred and four (104) weeks in the event of the death of a child.

41.16 Citizenship Leave

- (a) Employees eligible for Citizenship Leave who have completed ninety (90) days of Employment shall be granted up to one half (1/2) day off without pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the Citizenship Act (Canada).

ARTICLE 42: EDUCATION

42.1 Educational Leave

- 42.1.1 A paid leave of absence and/or reasonable expenses may be granted to an Employee at the discretion of DynaLIFE to enable the Employees to participate in education programs which are specific to their

classification or their development in obtaining the requisite requirements for a higher classification specific to employment at DynaLIFE.

- 42.1.2 Each Employee may apply for and may be granted up to five (5) paid days annually for the purpose of maintaining registration. Such request of the Employee shall not be unreasonably denied.
- 42.1.3 Should DynaLIFE direct an Employee to participate in a specific program, such Employee shall be compensated in accordance with the following:
 - (a) For program attendance on regularly scheduled working days, the Employee shall suffer no loss of regular earnings.
 - (b) For hours in attendance at such program on regularly scheduled days off, the Employee shall be paid for their regularly scheduled hours to a maximum of eight (8) hours per day.
 - (c) DynaLIFE will pay the cost of the course including tuition fees, reasonable travel, and subsistence expenses subject to prior approval.
- 42.1.4 For the purpose of qualifying for an annual increment, an Employee granted educational leave shall be deemed to remain in the continuous service of DynaLIFE, and shall be granted an increment as outlined in Article 28.
- 42.1.5 An Employee absent on approved education leave shall be reinstated by DynaLIFE in the same position and classification held by them immediately prior to taking such leave or be provided with alternative work of a comparable nature.
- 42.1.6 If an Employee is writing an examination that is related to their job functions, then the provisions of Articles 42.1.1 and 42.1.2 shall apply as appropriate.
- 42.1.7 Cardio-pulmonary Resuscitation recertification shall be made available at no charge to those Employees who must maintain current CPR certification as a condition of employment.

ARTICLE 43: EMPLOYEE TRAVEL

43.1 Automobile

- 43.1.1 When an Employee, at the request of DynaLIFE, drives a motor vehicle

other than a motor vehicle supplied by DynaLIFE, mileage shall be paid in accordance with the CRA guidelines in effect at the time.

- 43.1.2 Employees who are required to use their personal vehicles for DynaLIFE business and to maintain appropriate business use insurance coverage as a result shall be required to submit evidence of business insurance coverage when the vehicle is used on such business. DynaLIFE shall reimburse the Employee up to a maximum of four hundred (400) dollars for the added cost of coverage.
- 43.1.3 If DynaLIFE requests an Employee to provide a driver's abstract, which it can do up to twice per annum, the cost of obtaining the abstract shall be reimbursed upon production by the Employee of proof of payment and submission of the driver's abstract.
- 43.1.4 When an Employee is given the use of a company owned vehicle and elects to drive their own vehicle instead, the reimbursement amounts in Article 43.1.1 and Article 43.1.2 shall not apply. Instead the Employee will only be eligible to receive reimbursement up to the actual amount that DynaLIFE would pay for the cost of the automobile lease, insurance and fuel. The requirement to maintain business use insurance will apply and this cost shall be fully the responsibility of the Employee.
- 43.1.5 An Employee in the Transportation Department must drive a company-provided vehicle.
- 43.1.6 Employees will submit mileage reimbursement requests bi-weekly.
- 43.1.7 Employees may not submit other expenses specific to their personal vehicle for reimbursement, as the amount set forth by CRA is intended to cover all ancillary costs associated with operating a personal vehicle on DynaLIFE business.
- 43.1.8 An Employee who is not required to provide an automobile for use in their employment shall use an Employer provided automobile when directed by the Employer.
- 43.1.9 Where an Employee is required to provide an automobile for use on all days of work, the Employee shall be provided with parking proximate to their home base location at no cost.
- 43.1.10 Where an Employee is required by the Employer to provide an automobile for use on at least two (2) days per week but less than all days of work, the Employee shall be provided with parking proximate to their base location at fifty percent (50%) of the monthly cost of parking.

43.2 All parking and traffic violations remain the sole responsibility of the Employee.

43.2.1 When an Employee is required to pay for parking while on authorized business travel for DynaLIFE, the cost of the parking will be reimbursed.

43.3 **Business Travel**

43.3.1 All business travel must be booked by an Administrative Assistant and will be subject to DynaLIFE Human Resources policies 13-2, 13-3, and 13-4.

43.3.2 When an Employee is requested by DynaLIFE to travel to any Site that is more than one hundred (100) kilometers one-way from their designated Site, they shall be paid mileage from their designated Site.

43.3.3 When an Employee is requested by DynaLIFE to travel to any Site that is more than one hundred (100) kilometers one-way from their designated Site, time spent traveling at the start of the day or returning, will be paid time for their travel.

43.3.4 When an Employee is requested by DynaLIFE to temporary relocate to a location other than their designated Site, they will be paid a two (2%) percent premium for hours worked at their Basic rate of pay. For the purposes of this Article, Article 43.3.3 does not apply.

43.4 **Patient Service Centers (PSC)**

43.4.1 Employees who are requested to travel to another (PSC) during their Shift shall be given the choice of using their own vehicle with reimbursement as per Article 43, or be offered the use of a taxi paid for by the Employer. Reasonable expenses eligible for reimbursement shall include but are not limited to mileage and parking costs at the PSC the Employee is transferred to.

43.4.2 Employees who are transferred to another (PSC) during their Shift will notify the Employer if they are required to leave the new Site early enough to end their Shift at the same (PSC) at which they started.

43.4.3 Mileage and time shall be paid for all travel during the Employees scheduled Shift.

If an Employee is mandated to work an additional Shift immediately following an already worked Shift, the Employee shall be paid time and mileage if the Employee is required to travel to another location.

43.4.4 Time and mileage for traveling to the Employee's designated Site at the start of the day or returning from the Employee's designated Site at the end of the day, is on the Employee's own time and unpaid.

43.4.5 When a Regular or Temporary Employee is required to start or end their workday at a location other than their designated Site, they will be paid the difference in mileage from their designated Site.

ARTICLE 44: NAMED HOLIDAYS

44.1 Full-time Employees shall be entitled to a day off with pay on or for the following Named Holidays:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

and all general holidays proclaimed to be a statutory holiday by the Province of Alberta.

44.1.1 Where a general holiday is proclaimed to be a statutory holiday by the municipality or the Government of Canada, the Employer shall recognize it as a holiday.

44.2 If DynaLIFE designates a common date for the day off with pay in lieu of a Named Holiday which falls on a Saturday or Sunday, for all or some of the Employees, such common date shall be designated by way of a notice posted at six (6) months prior to the occurrence of the Named Holiday.

44.3 To qualify for a Named Holiday with pay, the Employee must work the scheduled Shift immediately prior to and immediately following each holiday, except when the Employee is absent due to illness or other reasons acceptable to DynaLIFE, and work on the Named Holiday when scheduled or required to do so.

44.4 (a) A Full-time Employee obliged in the course of duty to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1.5X) their Basic rate of pay plus:

- (i) one (1) day's pay; or
- (ii) an alternate day off at a mutually agreed time; or
- (iii) by mutual agreement, a day added to their next annual vacation;

- (iv) if a mutually agreed time cannot be determined the Employee will be compensated with one (1) day's pay at the Basic rate of pay;
 - (b) An Employee obliged, in the course of duty to work on Christmas and/or New Years Day and/or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) their Basic rate of pay plus:
 - (i) one (1) days' pay; or
 - (ii) an alternate day off at a mutually agreed time; or
 - (iii) by mutual agreement, a day added to their next annual vacation; and
- 44.5 When a Named Holiday falls during an Employee's annual vacation, the Employee shall receive by mutual agreement, a day added to the vacation period; or an alternate day off at a mutually agreed time. Failing mutual agreement as to the option to be applied, one (1) days' pay at their Basic rate of pay.
- 44.6 Where an Employee works overtime on a Named Holiday, Named Holiday shall not apply for overtime hours worked. Overtime worked on a Named Holiday shall be paid as follows:
- (a) For all overtime hours worked on a Named Holiday two point five times (2.5X) the applicable Basic rate of pay.
 - (b) For all overtime hours worked on Christmas Day, New Year's Day, and/or August Civic Holiday three times (3X) the applicable rate of pay.
- 44.7 No payment shall be due for a Named Holiday which occurs during a layoff; or during all forms of leave during which an Employee is not paid; or when an Employee is receiving Short- or Long-Term Disability Benefits.
- 44.8 Full time Employees working a modified work day shall be entitled to the Named Holidays and general holidays and shall be paid for the same Basic rate of pay for the applicable daily hours worked.
- 44.9 If a date is not designated pursuant to Article 44.2, and subject to Article 44.3, when a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive:
- (i) one (1) day's pay; or

- (ii) an alternate day off at a mutually agreed time, or the day shall be paid; or
- (iii) by mutual agreement, a day added to their next annual vacation;
- (iv) if a mutually agreed time cannot be determined the Employee will be compensated with one (1) day's pay at the Basic rate of pay.

44.10 Part-Time & Casual Employees

44.10.1 Part-time and Casual Employees shall be paid at one and one half times (1.5X) their Basic rate of pay for the regular hours of the Shift worked as per Article 27 on a Named Holiday and two and a half times (2.5X) their Basic rate of pay for time worked in excess of those hours unless it is overtime on Christmas Day, New Years Day, or the August Civic Holiday which is three times (3X) the applicable rate of pay.

44.10.2 An Employee to whom these provisions apply shall be paid, in addition to their Basic rate of pay, five percent (5.0%) of their basic hourly rate of pay in lieu of the Named Holidays.

These hours shall be included in the calculation of vacation entitlement for Part-time and Casual Employees.

44.10.3 The Employer shall rotate, as evenly as possible, amongst Employees in a department or section, as applicable, the requirement to work on a Named Holiday.

ARTICLE 45: COPIES OF COLLECTIVE AGREEMENT

45.1 The Employer shall provide access to an electronic copy of the Collective Agreement to each new Employee upon appointment.

45.2 When requested by an Employee, the Employer shall provide a copy of the Collective Agreement in paper form.

45.3 The Collective Agreement shall be printed in paper form by the Union, and the production cost shall be shared equally between the Parties.

ARTICLE 46: MAINTENANCE OF PROFESSIONAL STANDING

46.1 DynaLIFE will reimburse Employees for professional registration fees when maintenance of that professional standing is mandatory for their position with DynaLIFE. Reimbursement will be made for the regular rate of registration (not the late or penalty rate).

WAGE APPENDIX

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A1	Clerk								
	Current	\$15.00	\$15.51	\$16.05	\$16.63	\$17.23	\$17.82	\$18.44	\$19.08
	April 1, 2022 (1%)	\$15.15	\$15.67	\$16.21	\$16.80	\$17.40	\$18.00	\$18.62	\$19.27
	March 1, 2023 (1.25%)	\$15.34	\$15.87	\$16.41	\$17.01	\$17.62	\$18.23	\$18.85	\$19.51
	October 1, 2023 (2.5%)	\$15.72	\$16.27	\$16.82	\$17.44	\$18.06	\$18.69	\$19.32	\$20.00
	October 1, 2024 (Me-too)	*Me-too (APL)							
	March 31, 2025	**Wage Parity (per below)							
A2	Clerk II								
	Current	\$20.31	\$21.01	\$21.75	\$22.51	\$23.30	\$24.11	\$24.96	\$25.84
	April 1, 2022 (1%)	\$20.51	\$21.22	\$21.97	\$22.74	\$23.53	\$24.35	\$25.21	\$26.10
	March 1, 2023 (1.25%)	\$20.77	\$21.49	\$22.24	\$23.02	\$23.82	\$24.65	\$25.53	\$26.43
	October 1, 2023 (2.5%)	\$21.29	\$22.03	\$22.80	\$23.60	\$24.42	\$25.27	\$26.17	\$27.09
	October 1, 2024 (Me-too)	*Me-too (APL)							
	March 31, 2025	** Wage Parity (per below)							
A3	Data Entry Processors								
	Current	\$22.00	\$22.78	\$23.58	\$24.39	\$25.25	\$26.14	\$27.05	\$28.00
	April 1, 2022 (1%)	\$22.22	\$23.01	\$23.82	\$24.63	\$25.50	\$26.40	\$27.32	\$28.28
	March 1, 2023 (1.25%)	\$22.50	\$23.30	\$24.12	\$24.94	\$25.82	\$26.73	\$27.66	\$28.63
	October 1, 2023 (2.5%)	\$23.06	\$23.88	\$24.72	\$25.56	\$26.47	\$27.40	\$28.35	\$29.35
	October 1, 2024 (Me-too)	*Me-too (APL)							
	March 31, 2025	** Wage Parity (per below)							
DE	Data Entry Editors								
	Current	\$22.39	\$23.28	\$24.21	\$25.18	\$26.19	\$27.24	\$28.33	\$29.47
	April 1, 2022 (1%)	\$22.61	\$23.51	\$24.45	\$25.43	\$26.45	\$27.51	\$28.61	\$29.76
	March 1, 2023 (1.25%)	\$22.89	\$23.80	\$24.76	\$25.75	\$26.78	\$27.85	\$28.97	\$30.13
	October 1, 2023 (2.5%)	\$23.46	\$24.40	\$25.38	\$26.39	\$27.45	\$28.55	\$29.69	\$30.88
	October 1, 2024 (Me-too)	*Me-too (APL)							
	March 31, 2025	** Wage Parity (per below)							
FA2	Facilities Worker Level 2								
	Current	\$22.00	\$22.78	\$23.58	\$24.39	\$25.25	\$26.14	\$27.05	\$28.00
	April 1, 2022 (1%)	\$22.22	\$23.01	\$23.82	\$24.63	\$25.50	\$26.40	\$27.32	\$28.28
	March 1, 2023 (1.25%)	\$22.50	\$23.30	\$24.12	\$24.94	\$25.82	\$26.73	\$27.66	\$28.63
	October 1, 2023 (2.5%)	\$23.06	\$23.88	\$24.72	\$25.56	\$26.47	\$27.40	\$28.35	\$29.35
	October 1, 2024 (Me-too)	*Me-too (APL)							
	March 31, 2025	** Wage Parity (per below)							

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
FA3	Facilities Worker Level 3								
	Current	\$27.80	\$28.76	\$29.76	\$30.81	\$31.89	\$33.00	\$34.16	\$35.36
	April 1, 2022 (1%)	\$28.08	\$29.05	\$30.06	\$31.12	\$32.21	\$33.33	\$34.50	\$35.71
	March 1, 2023 (1.25%)	\$28.43	\$29.41	\$30.44	\$31.51	\$32.61	\$33.75	\$34.93	\$36.16
	October 1, 2023 (2.5%)	\$29.14	\$30.15	\$31.20	\$32.30	\$33.43	\$34.59	\$35.80	\$37.06
	October 1, 2024 (Me-too)	*Me-too (APL)							
	March 31, 2025	** Wage Parity (per below)							
FA4	Facilities Worker Level 4								
	Current	\$34.03	\$35.21	\$36.43	\$37.72	\$39.04	\$40.41	\$41.82	\$43.27
	April 1, 2022 (1%)	\$34.37	\$35.56	\$36.79	\$38.10	\$39.43	\$40.81	\$42.24	\$43.70
	March 1, 2023 (1.25%)	\$34.80	\$36.00	\$37.25	\$38.58	\$39.92	\$41.32	\$42.77	\$44.25
	October 1, 2023 (2.5%)	\$35.67	\$36.90	\$38.18	\$39.54	\$40.92	\$42.35	\$43.84	\$45.36
	October 1, 2024 (Me-too)	*Me-too (APL)							
	March 31, 2025	** Wage Parity (per below)							
CCR	Customer Care Representative								
	Current	\$17.58	\$18.20	\$18.84	\$19.51	\$20.18	\$20.89	\$21.62	\$22.38
	April 1, 2022 (1%)	\$17.76	\$18.38	\$19.03	\$19.71	\$20.38	\$21.10	\$21.84	\$22.60
	March 1, 2023 (1.25%)	\$17.98	\$18.61	\$19.27	\$19.96	\$20.63	\$21.36	\$22.11	\$22.88
	October 1, 2023 (2.5%)	\$18.43	\$19.08	\$19.75	\$20.46	\$21.15	\$21.89	\$22.66	\$23.45
	October 1, 2024 (Me-too)	*Me-too (APL)							
	March 31, 2025	** Wage Parity (per below)							
MT	Medical Transcriptionist								
	Current	\$25.30	\$26.19	\$27.12	\$28.05	\$29.04	\$30.04	\$31.10	\$32.18
	April 1, 2022 (1%)	\$25.55	\$26.45	\$27.39	\$28.33	\$29.33	\$30.34	\$31.41	\$32.50
	March 1, 2023 (1.25%)	\$25.87	\$26.78	\$27.73	\$28.68	\$29.70	\$30.72	\$31.80	\$32.91
	October 1, 2023 (2.5%)	\$26.52	\$27.45	\$28.42	\$29.40	\$30.44	\$31.49	\$32.60	\$33.73
	October 1, 2024 (Me-too)	*Me-too (APL)							
	March 31, 2025	** Wage Parity (per below)							
MT 2	Medical Transcriptionist II								
	Molecular Technician								
	Current	\$30.09	\$31.16	\$32.26	\$33.37	\$34.55	\$35.74	\$36.86	\$38.29
	April 1, 2022 (1%)	\$30.39	\$31.47	\$32.58	\$33.70	\$34.90	\$36.10	\$37.23	\$38.67
	March 1, 2023 (1.25%)	\$30.77	\$31.86	\$32.99	\$34.12	\$35.34	\$36.55	\$37.70	\$39.15
	October 1, 2023 (2.5%)	\$31.54	\$32.66	\$33.81	\$34.97	\$36.22	\$37.46	\$38.64	\$40.13
	October 1, 2024 (Me-too)	*Me-too (APL)							
	March 31, 2025	** Wage Parity (per below)							

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
S1	Transportation Representative									
	Current	\$21.77	\$22.53	\$23.33	\$24.13	\$24.98	\$25.86	\$26.76	\$27.71	
	April 1, 2022 (1%)	\$21.99	\$22.76	\$23.56	\$24.37	\$25.23	\$26.12	\$27.03	\$27.99	
	March 1, 2023 (1.25%)	\$22.26	\$23.04	\$23.85	\$24.67	\$25.55	\$26.45	\$27.37	\$28.34	
	October 1, 2023 (2.5%)	\$22.82	\$23.62	\$24.45	\$25.29	\$26.19	\$27.11	\$28.05	\$29.05	
	October 1, 2024 (Me-too)	*Me-too (APL)								
	March 31, 2025	** Wage Parity (per below)								
MM	Materials Management Clerk Stock Clerk / Stores Attendant									
	Current	\$21.77	\$22.53	\$23.33	\$24.13	\$24.98	\$25.86	\$26.76	\$27.71	
	April 1, 2022 (1%)	\$21.99	\$22.76	\$23.56	\$24.37	\$25.23	\$26.12	\$27.03	\$27.99	
	March 1, 2023 (1.25%)	\$22.26	\$23.04	\$23.85	\$24.67	\$25.55	\$26.45	\$27.37	\$28.34	
	October 1, 2023 (2.5%)	\$22.82	\$23.62	\$24.45	\$25.29	\$26.19	\$27.11	\$28.05	\$29.05	
	October 1, 2024 (Me-too)	* Me-too (APL)								
	March 31, 2025	** Wage Parity (per below)								
T1	Laboratory Assistant I OTS Monitor (Employment Related Screening Monitor)									
	Current	\$20.64	\$21.36	\$22.11	\$22.88	\$23.69	\$24.50	\$25.37	\$26.27	
	April 1, 2022 (1%)	\$20.85	\$21.57	\$22.33	\$23.11	\$23.93	\$24.75	\$25.62	\$26.53	
	March 1, 2023 (1.25%)	\$21.11	\$21.84	\$22.61	\$23.40	\$24.23	\$25.06	\$25.94	\$26.86	
	October 1, 2023 (2.5%)	\$21.64	\$22.39	\$23.18	\$23.99	\$24.84	\$25.69	\$26.59	\$27.53	
	October 1, 2024 (Me-too)	*Me-too (APL)								
	March 31, 2025	** Wage Parity (per below)								
T2	Laboratory Assistant II									
	Current	\$22.04	\$22.83	\$23.62	\$24.45	\$25.31	\$26.18	\$27.11	\$28.05	
	April 1, 2022 (1%)	\$22.26	\$23.06	\$23.86	\$24.69	\$25.56	\$26.44	\$27.38	\$28.33	
	March 1, 2023 (1.25%)	\$22.54	\$23.35	\$24.16	\$25.00	\$25.88	\$26.77	\$27.72	\$28.68	
	October 1, 2023 (2.5%)	\$23.10	\$23.93	\$24.76	\$25.63	\$26.53	\$27.44	\$28.41	\$29.40	
	October 1, 2024 (Me-too)	*Me-too (APL)								
	March 31, 2025	** Wage Parity (per below)								
T3	Histotechnicians									
	Current	\$27.80	\$28.76	\$29.76	\$30.81	\$31.89	\$33.00	\$34.16	\$35.36	
	April 1, 2022 (1%)	\$28.08	\$29.05	\$30.06	\$31.12	\$32.21	\$33.33	\$34.50	\$35.71	
	March 1, 2023 (1.25%)	\$28.43	\$29.41	\$30.44	\$31.51	\$32.61	\$33.75	\$34.93	\$36.16	
	October 1, 2023 (2.5%)	\$29.14	\$30.15	\$31.20	\$32.30	\$33.43	\$34.59	\$35.80	\$37.06	
	October 1, 2024 (Me-too)	*Me-too (APL)								
	March 31, 2025	** Wage Parity (per below)								

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
T3B	Certified Laboratory & X-ray Technicians								
	Current	\$33.82	\$35.02	\$36.25	\$37.51	\$38.82	\$40.19	\$41.59	\$43.03
	April 1, 2022 (1%)	\$34.16	\$35.37	\$36.61	\$37.89	\$39.21	\$40.59	\$42.01	\$43.46
	March 1, 2023 (1.25%)	\$34.59	\$35.81	\$37.07	\$38.36	\$39.70	\$41.10	\$42.54	\$44.00
	October 1, 2023 (2.5%)	\$35.45	\$36.71	\$38.00	\$39.32	\$40.69	\$42.13	\$43.60	\$45.10
	October 1, 2024 (Me-too)	*Me-too (APL)							
	March 31, 2025	** Wage Parity (per below)							
T4	Medical Laboratory Technologist I								
	Current	\$34.03	\$35.21	\$36.43	\$37.72	\$39.04	\$40.41	\$41.82	\$43.29
	April 1, 2022 (1%)	\$34.37	\$35.56	\$36.79	\$38.10	\$39.43	\$40.81	\$42.24	\$43.72
	March 1, 2023 (1.25%)	\$34.80	\$36.00	\$37.25	\$38.58	\$39.92	\$41.32	\$42.77	\$44.27
	October 1, 2023 (2.5%)	\$35.67	\$36.90	\$38.18	\$39.54	\$40.92	\$42.35	\$43.84	\$45.38
	October 1, 2024 (Me-too)	*Me-too (APL)							
	March 31, 2025	** Wage Parity (per below)							
T5	Medical Laboratory Technologist II								
	Current	\$38.46	\$39.61	\$40.79	\$42.02	\$43.27	\$44.58	\$45.92	\$46.84
	April 1, 2022 (1%)	\$38.84	\$40.01	\$41.20	\$42.44	\$43.70	\$45.03	\$46.38	\$47.31
	March 1, 2023 (1.25%)	\$39.33	\$40.51	\$41.72	\$42.97	\$44.25	\$45.59	\$46.96	\$47.90
	October 1, 2023 (2.5%)	\$40.31	\$41.52	\$42.76	\$44.04	\$45.36	\$46.73	\$48.13	\$49.10
	October 1, 2024 (Me-too)	*Me-too (APL)							
	March 31, 2025	** Wage Parity (per below)							
TS	Technical Supervisor								
	Current	\$31.91	\$32.54	\$33.19	\$33.86	\$34.54			
	April 1, 2022 (1%)	\$32.22	\$32.87	\$33.53	\$34.20	\$34.88			
	March 1, 2023 (1.25%)	\$32.62	\$33.28	\$33.95	\$34.63	\$35.32			
	October 1, 2023 (2.5%)	\$33.44	\$34.11	\$34.80	\$35.50	\$36.20			
	October 1, 2024 (Me-too)	*Me-too (APL)							
	March 31, 2025	** Wage Parity (per below)							

*Effective October 1, 2024, DynaLIFE agrees to implement the provincial wage increases as bargained for at APL, including any retroactive wage increases

**Effective March 31, 2025, DynaLIFE agrees to implement the salary schedule for the DynaLIFE / HSAA Collective Agreement in alignment with the provincial APL / HSAA Collective Agreement.

LETTER OF UNDERSTANDING #1

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: JOB SHARING

The Employee or DynaLIFE may request a job-share arrangement. When a request for job share is mutually agreeable to both the Employee and DynaLIFE, the terms and conditions of the job sharing arrangement will be confirmed in writing and signed by both DynaLIFE and the Union. A copy of the agreement will be provided to the Union.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

_____ 

_____ 

DATE: 19 July 2023

DATE: July 20, 2023

LETTER OF UNDERSTANDING #2

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: FLEXIBLE SPENDING ACCOUNT

DynaLIFE will allot each eligible Employee fifteen hundred (\$1500) prorated based on actual FTE and hire date to a Flexible Spending Account from January 1st to December 31st, 2023. Employees will have the option of allocating a percentage or all of their allotted amount to either the Taxable Spending, Health Spending Account or paid out.

Subsequent years shall have allocations according to the schedule below and will be prorated based on actual FTE and hire date. Employees will have the option of allocating a percentage or all of their allotted amount to either the Taxable Spending Account, Health Spending Account or paid out.

January 1, 2024: two thousand dollars (\$2000)

January 1, 2025: two thousand two hundred dollars (\$2200)

The Flexible Spending Account may only be used for the following purposes:

- Reimbursement for expenses associated with professional development including tuition costs, course fees, registration fees, travel costs, professional journals, books, software, hardware, and publications.
- Reimbursement for the cost of professional registration or voluntary association fees.
- Reimbursement for health and dental expenses that are not eligible medical expenses in accordance with the Income Tax Act and not covered by benefit plans.
- Contributions to RRSP, or Tax-Free Savings Accounts as per the guidelines established by Canada Revenue Agency.
- Wellness expenses which may include fitness club memberships, fitness equipment and other related expenses.
- Child or Elder Care Expenses.

- Alternate transportation including bus passes and bus tickets.
- Work related parking expenses that are not paid for by DynaLIFE.

The Flexible Spending Account will be prorated based on actual FTE. Employees who are hired within the Flexible Spending Cycle will also have their allotment prorated to reflect the actual time employed by DynaLIFE. Casual Employees are not eligible for participation in the Flexible Spending Account Program.

Money reimbursed for the Flexible Spending Account is subject to CRA guidelines and depending on usage may be considered a taxable benefit to the Employee.

Any unused portion of the Health Spending Account may be carried forward for up to one calendar year. Any unused portion after this timeframe will be forfeited.

Any unused portion of the Taxable Spending Account will not be carried forward. Any unused portion after this timeframe will be forfeited.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





DATE: 19 July 2023

DATE: July 20, 2023

LETTER OF UNDERSTANDING #3

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: BASE LAB PARKING

The Parties agree there will be no increase to the Employee portion of the parking subsidy at Base Lab during the term of this Collective Agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





DATE: 19 July 2023

DATE: July 20, 2023

LETTER OF UNDERSTANDING #4

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: EMPLOYEE MANAGEMENT ADVISORY COMMITTEE

DynaLIFE agrees to establish an Employee Management Advisory Committee which will be comprised of no more than two (2) representative from the Union, no more than two (2) representative from DynaLIFE, and no more than six (6) Employees.

The purpose of the EMAC will be to discuss and make recommendations on issues of concern to the parties.

Meetings shall be scheduled twice annually, or on an as needed basis and may be cancelled by mutual agreement of the Parties to this Collective Agreement if no issues of concern are outstanding.

Employees shall be compensated for their participation at the applicable rate of pay.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





DATE: 19 July 2023

DATE: July 20, 2023

LETTER OF UNDERSTANDING #5

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: ESSENTIAL SERVICES AGREEMENT

1. HSAA and DynaLIFE are parties to an Essential Services Agreement which requires updating to conform with the 2017 changes to the Labour Relations Code. The parties agree to meet to update the Essential Services Agreement prior to the expiry of this agreement.
2. Employees involved in the discussions to update the Essential Services Agreement shall be entitled to leave work to participate in discussions as needed, provided permission to leave work during work hours, and agreement on the length of time of such leaves, shall be first obtained from the supervisor. These Employees shall suffer no loss of pay.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

_____ 

_____ 

DATE: 19 July 2023

DATE: July 20, 2023

LETTER OF UNDERSTANDING #6

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: HOME COLLECTIONS PREMIUM

DynaLIFE agrees to provide a 5% premium for Employees who perform phlebotomy within the Home Collections Division for all hours worked for the term of this Collective Agreement.

This letter of understanding expires on March 31, 2025.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

_____ 

_____ 

DATE: 19 July 2023

DATE: July 20, 2023

LETTER OF UNDERSTANDING #7

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: NORTHERN PREMIUM

For the term of this Collective Agreement, DynaLIFE Employees working at any time in the former Northern Lights Region will receive a two percent (2%) Northern Premium on all paid hours, including overtime, vacation, and sick leave, but exclusive of shift premiums.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

_____ 

_____ 

DATE: 19 July 2023

DATE: July 20, 2023

LETTER OF UNDERSTANDING #8

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: USE OF SENIORITY IN THE SCHEDULING OF VACATION

Notwithstanding the provisions of Article 37, an Employee may use their seniority as a conflict resolution mechanism, two times (2X) during the period following ratification up to and including March 31, 2025.

This letter of Understanding expires on March 31, 2025.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

_____ 

_____ 

DATE: 19 July 2023

DATE: July 20, 2023

LETTER OF UNDERSTANDING #9

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: NORTHERN LIVING ALLOWANCE

DynaLIFE Employees living in the former Northern Lights Region are eligible to receive a Northern Living Allowance as per the guidelines set forth by Alberta Health Services. This payment will continue for as long as AHS continues this incentive and then will cease.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





DATE: 19 July 2023

DATE: July 20, 2023

LETTER OF UNDERSTANDING #10

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: DUTY TO ACCOMMODATE

WHEREAS the Parties agree in order to facilitate the multi-party duty to accommodate, the Parties agree as follows:

1. The Parties acknowledge they share the responsibility for the duty to accommodate Employees up to the point of undue hardship. The parties also acknowledge that working together to ensure Employees are accommodated in a manner that provides meaningful work and promotes a culture of inclusiveness is of particular importance.
2. The Employer will provide the Union with the Employee's restrictions and/or limitations which require accommodation within ten (10) working days of receipt to Human Resources.
3. Once the Employer has received the Employee's request for accommodation, they will meet with the Employee without undue delay to develop a plan. The Union may be present if requested by either party. The Employer shall make the Employee aware that they are able to involve the Union in this process at the time the request is received by Human Resources.

ON BEHALF OF THE EMPLOYER



DATE: 19 July 2023

ON BEHALF OF THE UNION



DATE: July 20, 2023

LETTER OF UNDERSTANDING #11

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: GRANDFATHERING PROVISION FOR THE NORTHERN LIGHTS REGION

DynaLIFE agrees to grandfather the existing Employees previously represented under LRB certificate 141-2004 with certain provisions (as applicable and listed below) for the term of this Collective Agreement and would not apply to Employee who have left DynaLIFE.

Provision #1: The floater day will remain in effect for the Employees listed above, but they will not be eligible for the Community Service Day in Article 41.13.

Provision #2: The Bereavement entitlement shall remain at five (5) days.

Provision #3: The maximum sick leave accruals for Regular Employees shall remain at nine hundred and thirty (930) hours.

Provision #4: Provided prior authorization has been given, Regular Employees may take up to two (2) hours off to attend dental, medical, physiotherapy or optical appointments without loss of pay or deduction to sick leave amounts. Absences in excess of two (2) hours will result in the entire period of absence being charged against the sick leave accrual. Employees may be required to submit satisfactory proof of such appointments.

Provision #5: Family Emergency-Leave shall be a maximum of thirty-one (31) hours annually.

Provision #6: Vacation pay for the listed Casual Employees shall remain at six percent (6%), moving to eight percent (8%) on the second (2nd) anniversary of employment, and further moving to ten percent (10%) on the twelfth (12th) anniversary of employment.

Provision #7: Hours of Work and Shift Schedules Provisions from the Collective Agreement term March 26, 2005, to March 21, 2008.

Provision #8: Any Employee receiving the fifty-nine cents (\$0.59) per hour additional qualification pay as of the date of ratification shall continue to receive this amount for the term of this Collective Agreement.

ON BEHALF OF THE EMPLOYER



DATE: 19 July 2023

ON BEHALF OF THE UNION



DATE: July 20, 2023

LETTER OF UNDERSTANDING #12

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: EMPLOYEE REQUEST FOR REDUCTION IN FTE

In recognition of the mutual benefit to Regular Employees and the Employer, requests for increases or decreases in FTE may be considered and approved subject to terms and conditions listed below. Adjustments in FTE may promote better work-life balance, support changes in personal circumstances and can support Employees wishing to ease into retirement.

Decreasing FTE

An Employee requesting to decrease their FTE must include the following in writing to their manager and Human Resources:

- Desire to decrease FTE
- The amount of decrease in FTE being requested

The Union will be notified in writing by Human Resources of any request at the time it is made.

The Employer will retain the right to approve or deny any request to decrease FTE based on operational requirements. In the event the number of Employees making requests exceeds the number of requests that may be granted, the Employer will approve requests on a first-come-first-serve basis. The Employer will provide approval or denial of requests in writing to the Employee and the Union within 30 days of receipt of the request.

In the event of a denial, the manager will keep a log of the request including the initial date of the request for future consideration in the event it becomes operationally feasible. At that time the manager will approach that Employee to determine whether they would still like their request to be considered. Should that Employee continue to wish for a decrease in their FTE, they will be asked to resubmit their request in writing. In this case the Employer will consider the initial request date as the date to be used for determining order of approval. The Employer will provide approval of the request in writing to the Employee and the Union within 30 days of the approval.

Requests for temporary decreases will be dealt with on a case-by-case basis. Temporary decreases will only be considered in the context of extraordinary circumstances and will not exceed 12 months in duration.

Any requests to decrease FTE for medical reasons, or other reasons as may be protected under Human Rights legislation, shall be forwarded to Disability Management and/or Human Resources and evaluated within DM/HR processes prior to approval to ensure that medical restrictions or other human rights restrictions are fully understood.

Increasing FTE

The Employer may approach Regular Part-time Employees in a specific classification and department or Employee group with opportunities to increase their FTE. These Regular Part-time Employees must have satisfactory performance as adjudged by DynaLIFE and must have successfully completed their probationary period. The maximum allowable FTE that may be offered without posting is 0.4 FTE. The Employer will ensure all eligible Employees within that department or Employee group are given the chance to respond to this opportunity by providing the details of such opportunity in writing. Those details will include:

- The amount of FTE available
- The specific target group/department
- Timelines for communicating interest
- Who to send reply to

The Employer retains the right to keep whole or divide up available FTE based on operations and degree of Employee interest. The Union will be notified in writing by Human Resources of any request at the time an opportunity is presented to Employees. Employees will be given seven (7) days to express their interest in writing to the manager of the department and outcomes of that interest will be communicated to the Employees in writing within 30 days thereafter. Human Resources will notify the Union of the results of the assignment of FTE in writing.

In the event the number of Employees within that group/department wishing to increase their FTE on a specific opportunity exceeds the number that may be granted, the names of the interested Employees will be forwarded to Human Resources for evaluation based on experience, performance, and qualifications applicable to the position as the primary considerations in accordance with Article 9. When these factors are bona fide adjudged by DynaLIFE to be relatively equal, seniority shall be the deciding factor. This selection process shall be subject to the grievance procedure as per Article 21.

LETTER OF UNDERSTANDING #13

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: JOINT COMMITTEE

The Parties recognize the value of joint discussions on issues of mutual concern.

The parties agree that the purpose of the Joint Committee is not Collective Bargaining, nor is a substitute for Collective Bargaining. The Joint Committee is not a forum for personal issues, grievances, nor a substitute for arbitration. The purpose of the Joint Committee is for the Employer and/or the Union to exchange information, enquire into and seek consensus about issues of concern, create joint interpretation bulletins, and make recommendations to resolve ongoing issues of policy and practice within the DynaLIFE/HSAA bargaining unit.

Where it is the intent of the Parties to create a Joint DynaLIFE/HSAA forum for this purpose, the Parties agree as follows:

1. The Joint Committee will be comprised of Employer and Union representatives.
2. The Parties will meet quarterly, or as otherwise mutually agreed.
3. The purpose of the Joint Committee will be to:
 - a. exchange information;
 - b. engage in discussions; and
 - c. make recommendations to their respective principals on matters discussed by the committee.

4. The Joint Committee shall establish Terms of Reference outlining the purpose of the Joint Committee, its key functions, committee membership, and the reporting relationships for each of the Parties. The Joint Committee shall determine the issues to be addressed.

ON BEHALF OF THE EMPLOYER



DATE: 19 July 2023

ON BEHALF OF THE UNION



DATE: July 20, 2023

LETTER OF UNDERSTANDING #14

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: CLASSIFICATION SPECIFICATIONS

1. HSAA and DynaLIFE recognize the value of creating Classification Specifications for Classifications under the Collective Agreement.
2. The Parties agree to meet and create Classification Specifications as applicable prior to the expiry of this Collective Agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





DATE: 19 July 2023

DATE: July 20, 2023

LETTER OF UNDERSTANDING #15

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: EMPLOYEE DEVELOPED SHIFT SCHEDULES

1. Employee(s) may develop a shift schedule for their respective Work Area or PSC. Upon request such Employee(s) will meet with the Supervisor to determine the information required to develop the schedule.
2. The Employer shall not unreasonably refuse to implement a shift schedule for a Work Area or PSC, developed by the Employee(s) subject to the following:
 - (a) The proposed shift schedule is contractually compliant, except where the parties have mutually agreed otherwise in writing;
 - (b) The proposed shift schedule considers competency to Work Area or PSC;
 - (c) The proposed shift schedule does not result in any additional costs; and
 - (d) The proposed shift schedule will meet the Employer's operational requirements.
3. The proposed shift schedule must be agreed upon by the majority of voting Employees in that Work Area or PSC, through a voting process conducted by the Union. The results of the vote will be shared with the Employer.
 - (a) Within three (3) months of the schedule being implemented impacted parties will meet to review the effectiveness of the schedule.
 - (b) If such schedule is not meeting operational requirements Employees have the right to submit another schedule within seven (7) days of that meeting. In absence of a mutually agreed upon schedule by the parties, the Employer reserves the right to implement a schedule with notice as per Article 26.
4. A Work Area or PSC shall not implement more than one shift schedule developed in accordance with this Letter of Understanding in each twelve (12) month period.

5. The parties agree that a list of all schedules implemented under this Letter of Understanding shall be distributed to the Union.
6. This Letter of Understanding will expire on March 31, 2025.

ON BEHALF OF THE EMPLOYER



DATE: 19 July 2023

ON BEHALF OF THE UNION



DATE: July 20, 2023

LETTER OF UNDERSTANDING #16

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: BENEFITS ELIGIBLE CASUAL EMPLOYEES (BECE)

WHEREAS the Parties agree that more effective retention and recruitment strategies for Casual Employees are desirable and that certain Casual Employees desire flexible employment options;

NOW THEREFORE the Parties agree as follows:

1. A BECE is a Casual Employee with a guaranteed FTE of at least zero point four (0.4) and no specified hours per shift or shifts per shift cycle. A BECE shall be eligible for prepaid health benefits pursuant to Article 36, and the Retirement plan pursuant to Article 40. A BECE Employee is not eligible for sick bank or leave banks. Named Holidays will be paid in accordance with Article 44.10.1 and 44.10.2. Vacation will be paid in accordance with Article 37.1.2.
2. (a) BECE Implementation
 - (i) A Casual Employee may request, in writing, to become a BECE of at least a zero point four (0.4) FTE.
 - (ii) An Employer may post a BECE. The posting shall indicate that the position is a BECE with a specified guaranteed FTE of at least zero point four (0.4) FTE.
 - (iii) Prior to implementing a BECE, the Employer will provide the parameters of required shift availability.
- (b) BECE Termination
 - (i) A BECE may revert to casual status by providing the Employer with eight (8) weeks written notice of their intention to revert to casual status; or

- (ii) An Employer may terminate a BECE position with eight (8) weeks written notice, in which case the BECE shall revert to casual status.
- (iii) An Employee who terminates a BECE position will not be eligible for a subsequent BECE positions for a twenty-four (24) month period, unless otherwise agreed to between the Employer and the Union.

3. Scheduling of BECE Shifts

- (a) The BECE will provide the Employer with their shift availability and shift choices over a four (4) week period. The BECE shall provide availability of at least zero point two (0.2) FTE greater than their assigned FTE.
- (b) The Employer shall confirm assigned shifts with the BECE. The Employee shall be assigned shifts in accordance with the availability provided by the Employee and within the parameters outlined in point 2(a)(iii).
- (c) Where possible, the Employer shall confirm the Employee's shifts (based on the Employee's stated availability) at least twenty-four (24) hours in advance. Such shifts shall be paid at the Employee's Basic rate of pay.
- (d) The Employer will not require an Employee to work shifts which provide less than fifteen (15) hours off between shifts [except for Employees replacing an Employee who normally works the extended workday, who shall not be required to work shifts which provide less than eleven point seven five (11.75) hours off between shifts].

- 4. If a request for a BECE is denied, the Employer will provide to the Employee and the Union, in writing, the rationale for the decision within twenty-eight (28) days.

This Letter of Understanding will expire March 31, 2025, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

_____ 

_____ 

DATE: 19 July 2023

DATE: July 20, 2023

LETTER OF UNDERSTANDING #17

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: BENEFITS COMMITTEE

The Parties commit to creating a committee to support open communications in recognition of the mutual benefit to gather feedback from Employees regarding offerings within the benefits program. Such committee shall be established within ninety (90) days following ratification of this Collective Agreement and shall meet annually thereafter, or as established by the Committee.

Each Party shall select their own attendees for the committee and shall be comprised of a minimum of four (4) Employee representatives and one (1) Union representative.

The purpose of the committee is to:

- (a) Conduct reviews of current benefit plans including costs and utilization;
- (b) Review input from Employee surveys and/or focus groups; and
- (c) Make recommendations for changes that could be incorporated into future renewals.

Employees shall be compensated for their participation at the applicable rate of pay.

This Letter of Understanding will expire March 31, 2025, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER



DATE: 19 July 2023

ON BEHALF OF THE UNION



DATE: July 20, 2023

LETTER OF UNDERSTANDING #18

BETWEEN

DynaLIFE_{Dx}

- and -

**THE HEALTH SCIENCES ASSOCIATION
OF ALBERTA (the Union)**

RE: CLASSIFICATION MAPPING

The parties agree that no later than October 1st, 2024, they will undertake a review of all current APL and DynaLIFE job classifications to map where positions are aligned between the DynaLIFE/HSAA (HSAA1) and the APL/HSAA (HSAA2) Collective Agreements that DynaLIFE is operating under.

Effective March 31, 2025 (Implementation Date), HSAA1 Employees will be placed at the Step on the corresponding salary scale based on their years of service in their current classification. Where such rate is lower than their current rate of pay, then the Employee shall be placed at the applicable step based on their years of service in their current classification and will be red-circled until such time as their Basic rate of pay meets or exceeds their red-circled rate.

Employees who receive a pay increase shall earn hours towards their next increment as of the Implementation Date.

Employees shall receive a letter from DynaLIFE, copied to HSAA, which shall include the following:

- (i) Current Classification, Basic rate of pay, Increment Level, and corresponding Salary Scale
- (ii) New Classification, Basic rate of pay, Increment Level, and corresponding Salary Scale
- (iii) Implementation Date
- (iv) Hours towards next Increment

ON BEHALF OF THE EMPLOYER



DATE: 19 July 2023

ON BEHALF OF THE UNION



DATE: July 20, 2023

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.

ON BEHALF OF *DynaLIFE_{Dx}*:

ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA:

 _____

 _____

DATE: 19 July 2023

DATE: July 20, 2023