

COLLECTIVE AGREEMENT

BETWEEN

DynaLIFE_{Dx}

AND

**THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA**

FOR THE PERIOD

April 1, 2012 to March 31, 2015

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THIS COLLECTIVE AGREEMENT made this 28th day of August A.D. 2012

BETWEEN:

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

- and -

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

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, 2015, 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 to commence collective bargaining, in compliance with Article 1.1, this Collective Agreement shall continue in full force and effect until the start of a strike or lockout.
- 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 the "Hours of Work" article 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 the "Hours of Work" article.
- 2.2.4 "Casual Employee" is an Employee who works on a call-in basis; or is regularly scheduled for a period which is expected to be three (3) months or less, for a specified job; or relieves for an absence the duration of which is expected to be 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, expected to be more than three (3) months and not expected to be for more than one (1) year.
- 2.3 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and 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" is any period during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to return to duty.
- 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.

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 Association 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: ASSOCIATION BUSINESS

- 4.1 DynaLIFE recognizes the Association 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 Association business during her working hours without prior permission of DynaLIFE.
- 4.3 Any duly accredited Officer employed by the Association may be permitted on DynaLIFE premises for the purpose of transacting Association business provided prior permission to do so has been granted by the Vice President of People and Infrastructure, the Chief Executive Officer, or their designates.
- 4.4 Provided operations of DynaLIFE allow, a reasonable number of representatives of the Association shall be granted time off with pay in order to participate in collective bargaining with DynaLIFE. The Association agrees to reimburse DynaLIFE for actual wage paid to the Employee while on leave plus a fifteen per cent (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 Association knows that in advance, the Association 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 Association. In addition, and where requested by the Association, space may be provided on other existing bulletin boards.
- The Association 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 and Infrastructure or designate of DynaLIFE and the Association.
- 4.8 The name of an Association representative shall be supplied in writing to DynaLIFE before she is recognized as an Association representative. A representative of the Association shall be entitled to leave work to carry out her 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 Association 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 Provided operations of DynaLIFE allow, members of the Board of Directors of the Association shall be granted a leave of absence with pay to attend Association business. Such member shall provide DynaLIFE with such request in writing with as much advance notice as possible. DynaLIFE shall not unreasonably deny such a request. The Association 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 Provided operations of DynaLIFE allow, the President of the Association shall be granted leave without pay as required to attend to Association business, provided reasonable notice is given. DynaLIFE shall not unreasonably deny such a request.
- 4.11 DynaLIFE will provide to the Association all policies and procedures affecting Employees which are related to employment matters.
- 4.12 A representative of the Association 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 Association, 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 one (1) week 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 Association.

ARTICLE 5: ASSOCIATION 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 Association, provided the deduction formula is compatible with the accounting system of DynaLIFE. Such deductions shall be forwarded to the Association, 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, category (regular, temporary, casual), home address, increment, date of hire and as applicable date of termination.
- 5.2 The Association must give at least thirty (30) days' notice of any change in the amount of dues.
- 5.3 Membership in the Association is voluntary.

ARTICLE 6: NO DISCRIMINATION

- 6.1 There shall be no discrimination by reason of race, colour, ancestry, place of origin, political or religious beliefs, gender, sexual orientation, marital or family status, age, disability nor by reason of membership or non-membership or lawful activity in the Association or DynaLIFE.

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 or a refusal to perform work during the life of this Collective Agreement, the Association shall instruct her to return to work immediately and perform her duties faithfully and resort to the grievance procedure established herein for the settlement of any difference or grievance. If the Employee does not return immediately, she shall be deemed to have terminated her employment.
- 7.3 The Parties are referred to the critical care services agreement as referenced in LOU # 14.

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 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 Hours worked as a casual Employee in the same classification shall be considered as contributing to the completion of a probationary period up to a maximum of three hundred and thirty-five (335) hours, provided that not more than three (3) months has elapsed since she worked for DynaLIFE.
- 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 Association and DynaLIFE. During the extended period, the Employee shall be given regular feedback regarding her performance.
- 8.6 DynaLIFE shall provide a written evaluation to each probationary Employee prior to the completion of her probationary period. The written evaluation will notify the Employee of any deficiencies and provide the Employee with an opportunity to correct them during the probationary period. If, in the opinion of the Employer, the Employee is found to be unsatisfactory, she may be terminated without notice and without recourse to the grievance procedure.
- 8.7 An Employee who has completed her 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, and expected term if a temporary position;
 - (v) wage range in the collective agreement;
 - (vi) for information purposes only the site(s) where the vacancies exist.
- 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 Association office within seven (7) calendar days of the posting.
- 9.6 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, she shall be reinstated in her former position. If such reinstatement is not possible, 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 to which the Employee would be entitled had she remained in her former position. The reinstatement or placement of an Employee shall not be construed as a violation of the posting provisions.
- 9.7 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.
- 9.8 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 9.7

(iv) Mutually agreed by the Employee and Employer

9.9 When, because of inability to perform the functions of a position or because of ill health or by her request, an Employee is transferred to a classification to which is assigned a lower wage scale, her 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.

9.10 The Association 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.

9.11 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, she shall be reinstated to casual status.

9.12 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.

9.13 All transfers and promotions shall be on a trial basis. 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 her ability to perform the new tasks to the satisfaction of DynaLIFE. The trial period may be extended by agreement between the Association and DynaLIFE. Should such Employee fail to succeed during the trial period or request to return to her former position/status, DynaLIFE will reinstate her in her 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 to which the Employee would be entitled had she remained in her former position.

9.14 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 per cent (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.

9.15 Applications for newly created positions, transfers, or promotions shall be made in writing to DynaLIFE.

9.16 (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, seniority shall be the deciding factor.

(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, the position shall be awarded to the Employee who has the greatest number of hours worked with the Employer.

9.17 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 his or her supervisor that he or she is 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 his or her 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 her 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, she shall be given twenty-eight (28) days notice of such requirement or such lesser time as may be agreed between the Employer and the Association.

- (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.

9.18 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 her period of employment, provided not more than six (6) months have elapsed since she 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 her 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 Association with a copy of a job description for any classification in the bargaining unit provided that a request for a particular job description is not made more than once in a calendar year.

ARTICLE 11: JOB CLASSIFICATIONS

11.1 Classification Review

- 11.1.1 An Employee who has good reason to believe that she was improperly classified may apply to the Manager of Human Resources to have her classification reviewed. The Manager of Human Resources will give consideration to such application and notify the Employee accordingly.
- 11.1.2 Should the Employee feel that she has not received proper consideration in regard to a classification review, she may request that the matter be further reviewed by discussion between the Association and DynaLIFE. The Employer shall notify the Association of its position within ninety (90) days of that discussion.
- 11.1.3 If the parties to this agreement are unable to successfully resolve the situation at Article 11.1.2, the decision of DynaLIFE will be final and any changes to the classification in question would be taken up at bargaining for the next term of Collective Agreement.

- 11.1.4 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 9.13.
- 11.1.5 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.

11.2 Change In Classification

- 11.2.1 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.
- 11.2.2 When the decision of DynaLIFE relates to an Employer-initiated downgrading in classification, the affected Employee shall be entitled to use the provisions of Articles 21 and 22.

11.3 New Classifications

- 11.3.1 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 Association.
 - (b) If the Association does not agree with the position title and/or the salary scale, representatives of the Employer and the Association, 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 Association may, within forty-five (45) days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Association 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 four (4) 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 five (5) years;
- (b) two (2) annual increments for two (2) years' experience within the last six (6) years;
- (c) three (3) annual increments for three (3) years' experience within the last seven (7) years;
- (d) four (4) annual increments for four (4) years' experience within the last eight (8) years;
- (e) five (5) annual increments for five (5) years' experience within the last nine (9) years;
- (f) six (6) annual increments for six (6) years' experience within the last ten (10) years;
- (g) seven (7) annual increments for seven (7) years' experience within the last eleven (11) 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 thirty (30) days from the date of hire to provide documentation to support their previous experience.

- 12.3 Within forty-five (45) days from the date of hire 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.

ARTICLE 13: TECHNOLOGICAL CHANGE

- 13.1 Both DynaLIFE and the Association 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 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 Association 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 Association 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 Association 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 Association within thirty (30) days of ratification of this Collective Agreement.
- 15.3 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.

- 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 her 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 her former classification and status.
- 15.6 DynaLIFE will provide the Association 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 and seniority date. DynaLIFE shall make the list available to all Employees.
- 15.7 Seniority shall be the determining factor in layoffs and recalls, subject to the qualifications specified in Article 16.

ARTICLE 16: LAYOFF AND RECALL

Effective date of Ratification:

- 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 Association and all Employees who are to be laid off at least fourteen (14) calendar days prior to layoff, except that the fourteen (14) 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 her regularly scheduled hours during fourteen (14) calendar days after notice of layoff, the Employee shall be paid in lieu of such work for that portion of the fourteen (14) 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 two (2) 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 she was 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 she is on leave of absence, Workers' Compensation or absent due to illness or injury, she shall not be served with notice under sub-article 16.1(b) until she has advised the Employer of her readiness to return to work.
- (e) When notice of layoff is delivered to an Employee in person, the Employee may be accompanied by a representative of the Association.

16.2 (a) Layoff shall be in reverse order of seniority 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.

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 she was 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;

If the Employee chooses a vacancy in a different site from which she was 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 Association 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 endeavor 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 her 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 forty eight (48) hours notice.
- 17.3 The Employee shall be given a copy of her 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 she is aware of the evaluation. She shall have the right to respond in writing within ten (10) calendar days of receipt of the evaluation document, and her reply shall be placed in her personnel file.
- 17.4 If an evaluation interview is scheduled on an Employee's off duty hours or on days of rest, the Employee will be compensated for time spent.

ARTICLE 18: PERSONNEL FILES

- 18.1 By appointment made in writing at least two (2) working days in advance, an Employee may view her personnel file. Upon request, an Employee shall be given a copy of requested documents from her file upon payment of normal photocopying charges.
- 18.2 Upon provision of a release signed by the Employee, and after making an advance appointment, the Association will have supervised access to an Employee's personnel file. The Association will, on request, be given a copy of included documents upon payment of normal photocopying charges.
- 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.

ARTICLE 19: DISCIPLINE & DISMISSAL

- 19.1 Except for probationary Employees, there shall be no dismissal or discipline of regular or temporary Employees 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 Association within five (5) days.
- 19.3 When circumstances permit, the Employer shall provide at least forty-eight (48) 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 Association who shall attend at such meeting(s). The Employee shall be compensated at their basic rate of pay for the duration of such meeting(s).
- 19.4 It is not the practice of DynaLIFE to remove records of progressive discipline from an Employee file, irrespective of the time that has elapsed since the incident. Employee discipline that is stale-dated (over eighteen (18) months since the last occurrence) shall not have a bearing on current disciplinary actions.
- 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.
- (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 her termination entitlements at the time she leaves.

ARTICLE 20: DEEMED TERMINATION/RESIGNATION

- 20.1 An Employee shall be deemed to have terminated her employment when:
- (a) she was absent from work without good and proper reason unless the absence was approved by DynaLIFE;
 - (b) she does 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.
- 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 she is entitled on the day on which she terminates her 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 Association and DynaLIFE.
- 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 her immediate supervisor. If it is not resolved in this manner, it may become a grievance and be advanced to Step 1.
 - (b) In the event that the difference is of a general nature affecting two or more Employees, DynaLIFE and the Association may agree

that the grievances shall be batched as a group grievance commencing at Step 1.

21.3.2 Step 1

The grievance must be submitted, in writing, and delivered to DynaLIFE through the Association. 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 within ten (10) days of the act causing the grievance, or within ten (10) days of the time that the Employee could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the Manager of Human Resources shall be made known to the Employee and the Association within ten (10) days of receipt of the written statement of grievance.

21.3.3 Step 2

Within ten (10) days of receipt of the decision of the Manager of Human Resources, the grievance may be advanced to Step 2 by submitting to the Vice President of People and Infrastructure, or her 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. The Vice President of People and Infrastructure, or her designate, shall render a decision in writing to be forwarded to the Association and the grievor within ten (10) days of the date of the meeting.

21.3.4 Step 3

Should the grievance not be resolved at Step 2, the Association may elect to submit the grievance to Arbitration. In this case, the Association shall notify DynaLIFE in writing within ten (10) days of the receipt of the decision of the Vice President of People and Infrastructure or her designate, that the Association wishes to proceed to Arbitration, and at the same time, the Association shall name its appointee to the Arbitration Board. By mutual agreement between the parties in writing, a single Arbitrator may be appointed.

21.3.5 Neither the Employee nor a representative of the local unit of the Association 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 a member of the local unit Executive or any duly accredited officer employed by the Association 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 Association and DynaLIFE**

21.4.1 Formal Discussion

In the event that a difference of a general nature arises regarding interpretation, application, operation or alleged contravention of this Collective Agreement, the Association shall first attempt to resolve the difference through discussion with the Vice President of People and Infrastructure, or her designate. If the difference is not resolved in this manner, it may become a policy grievance.

21.4.2 Step 1

A policy grievance must be submitted in writing to the Vice President of People and Infrastructure, or her 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 and Infrastructure, or her designate, within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time that the Association could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the Vice President of People and Infrastructure, or her designate, shall be made known to the Association in writing within ten (10) days of the receipt of the written statement of the grievance.

21.4.3 Step 2

Should the Association elect to submit a policy grievance as defined herein for Arbitration, it shall notify DynaLIFE in writing within ten (10) days of the receipt of the decision of the Vice President of People and Infrastructure, or her 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 grievor 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 fail to respond within the time limit set out in this grievance procedure, the grievance shall 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 ten (10) 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 Association of its appointee to the Arbitration Board. The appointees shall, within ten (10) 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 her 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.

ARTICLE 23: OCCUPATIONAL HEALTH AND SAFETY

- 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 DynaLIFE shall establish a Health and Safety Committee(s) which shall be composed of representatives of DynaLIFE and at least one (1) Employee representative of the Association. This Committee shall meet at least once each quarter, or as needed.
- 23.3 The number of DynaLIFE representatives on the Committee shall not exceed the number of representatives from the Association.
- 23.4 The basic rate of pay shall be paid to an Employee representative for time spent in attendance at a meeting of this Committee.
- 23.5 The Committee shall consider such matters as occupational health and safety including responsibility for communication and education as required. The Association may make recommendations to the Employer in that regard.
- 23.6 The Health and Safety Committee may also consider measures necessary to protect the security of each Employee on DynaLIFE's premises and may make recommendations to DynaLIFE in that regard.
- 23.7 Where DynaLIFE requires that the Employee receive specific immunization and titre, as a result of or related to her work, it shall be provided at no cost.
- 23.8 Where an Employee is assigned to work alone, the Employer shall have in place a policy and procedure to support a working alone safety plan.

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.

ARTICLE 25: MODIFIED WORK

- 25.1 Modified hours of work may only be implemented by agreement between DynaLIFE and the Association.

ARTICLE 26: WORK SCHEDULES

- 26.1 Employees may be required to work various shifts throughout the twenty-four (24) hours of the day and seven (7) days of the week. Split shifts will not be scheduled in advance. Shifts will be deemed to be complete on the day in which they begin.

- 26.2 Subject to Article 26.5, DynaLIFE will ensure that shift schedules for regular Employees provide for:
- (a) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;
 - (b) at least two (2) weekends off in each five (5) week period;
 - (c) not more than ten (10) consecutive scheduled days of work; and
 - (d) at least ten (10) 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 Association, shift schedules for regular Employees shall be posted four (4) weeks in advance. 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 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.
- 26.5 When DynaLIFE is unable to meet the provisions of 26.2(a) or (b) or (c), and there has not been mutual agreement with the Employee otherwise, nor an emergency, then DynaLIFE shall pay as compensation to the Employee for each non-compliant schedule one and one-half times (1.5 X) her basic rate of pay for the first non-compliant shift worked. For 26.2(d) the compensation, subject to the same conditions, will be one and one-half times (1.5 X) the basic rate of pay for the hours of overlap.
- 26.6 When DynaLIFE is unable to provide seven (7) days' notice 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, one and one-half times (1.5 X) her basic rate of pay for one (1) of her regular shifts worked during the two (2) week pay period.
- 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 her scheduled shift and return to duty at a later hour that day, she shall be compensated by the extra payment of two (2) hours pay at her basic rate of pay.

Effective April 1, 2013:

- 26.1 An employee shall be aware that she 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 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 twelve (12) 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 Association, shift schedules for regular Employees shall be posted eight (8) weeks in advance. 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 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.
- 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 one and one-half times (1.5X) her 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 one and one-half times (1.5X) her basic rate of pay for each of two (2) regular shifts worked during the five (5) week period;
- (iii) failure to provide twelve (12) hours off duty in accordance with Article 26. 2(d) shall result in payment of one and one-half times (1.5X) 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 one and one-half times (1.5X) 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' notice 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, one and one-half times (1.5 X) her basic rate of pay for one (1) of her 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, she shall be paid at the rate of one and one-half times (1.5X) her basic rate of pay for all hours worked on this shift 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 her scheduled shift and return to duty at a later hour that day, she shall be compensated by the extra payment of two (2) hours pay at her 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 Availability During Meal Periods

- 27.3.1 Unless otherwise agreed between DynaLIFE and the Employee, when an Employee is required by DynaLIFE to remain readily available for duty during her meal period, she shall be paid for the meal period at her basic rate of pay unless she is 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.

27.4 Working During Meal

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

- (i) for a meal period that she is not required to be readily available pursuant to Article 27.3, she shall be paid at the applicable overtime rate;
- (ii) for a meal period that she is required to be readily available pursuant to Article 27.3, she shall be paid the applicable overtime rate instead of her basic rate of pay.

27.5 Daylight Savings Time

27.5.1 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.

27.6 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 Association shall be so advised, in writing, and the Employee's performance will be evaluated, in writing, on a month-to-month basis. After she reaches a satisfactory performance level, the increment shall be granted as of that date; however, her worked hours, for increment purposes, shall not be changed.

28.4 Effective April 1, 2012, all employees shall be eligible for a long service increment, which shall commence five (5) years after she achieves step 7. Effective April 1, 2013, all employees shall be eligible for a long service increment, which shall commence four (4) years after she achieves step 7. Effective April 1, 2014, all employees shall be eligible for a long service

increment, which shall commence three (3) years after she achieves step 7.

28.5 Additional Qualifications

28.5.1 Employees who have successfully completed post graduate education programs resulting in the qualifications of: Advanced Registered Technologist (CSMLS); MLT plus Baccalaureate (MLS); Registered Radiation Technologist plus B.Sc. In Radiological Technology; shall receive one (1) additional step increment to the top of the wage scale (not including LSI).

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 one and one-half (1.5) times the basic rate of pay for the first (1st) hour of overtime worked in excess of the regular daily hours for that position and all subsequent hours will be paid at the rate of two times (2X) the basic rate of pay.

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 quarterly in the first full pay period of March, June, September, and December every year.

(b) If an Employee chooses to bank overtime, such lieu time shall be banked at one times (1X) her basic rate of pay, and she shall be paid out at one-half times (.5X) her basic rate of pay for the first hour of overtime worked, and one times (1X) her basic rate of pay for all additional hours of overtime worked.

(c) Lieu time banks shall not exceed forty-eight (48) hours at any given time.

29.7 An Employee who normally returns to her place of residence by means of public transportation following the completion of her regularly scheduled shift, but who is prevented from doing so by being required by her 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 her supervisor. She shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense to her place of residence.

29.8 Except in cases of emergency, no Employee shall be required to work more than a total of sixteen (16) 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.

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 days.

b) Effective April 1, 2013, 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) 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 (\$3.00) per hour on regular days, and four dollars and twenty-five cents (\$4.25) per hour on Scheduled Days Off and Named Holidays.

- 30.5 The term "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.
- 30.6 Employees assigned to on-call duty more than seven (7) consecutive 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 days off without being on-call.
- 30.7 Where an Employee is on-call for more than seven (7) days at her request or as the result of an exchange with another Employee, the regular on-call rates shall apply.
- 30.8 For part-time and casual Employees, five (5) days in each consecutive seven (7) day period shall be deemed as work days for the purposes of paying the on-call rate.
- 30.9 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.
- 30.10 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 her 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 one and one-half times (1.5 X) the basic rate of pay for the first hour and two times (2X) the basic rate of pay for subsequent continuous hours 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, she 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 When an Employee is called back for duty, she 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 the CCRA.
- 31.8 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.
- 31.9 When an Employee is consulted by phone 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.
- 31.10 Telephone consultation does not apply during an Employee's regular work hours, but shall apply to telephone consultation during the on-call period subject to Article 31.9.

ARTICLE 32: SHIFT DIFFERENTIALS

- 32.1 An evening shift differential of two dollars (\$2.00) 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. Effective November 1, 2012, the evening shift differential amount shall become two dollars and twenty-five cents (\$2.25). Effective January 1, 2014, the evening shift differential amount shall become two dollars and fifty cents (\$2.50). 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 three dollars (\$3.00) 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. Effective November 1, 2012, the night shift differential amount shall become three dollars and fifty cents (\$3.50). Effective January 1, 2014, the night shift differential amount shall become four dollars

(\$4.00). 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 two dollars (\$2.00) 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. Effective November 1, 2012, the weekend shift differential amount shall become two dollars and twenty-five cents (\$2.25). Effective January 1, 2014, the weekend shift differential amount shall become two dollars and seventy-five cents (\$2.75). 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, she shall receive a four percent (4%) premium for those hours.

ARTICLE 34: TEMPORARY ASSIGNMENTS

- 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, she shall be paid, in addition to her hourly rate as set out in the Wages Appendix, the difference between the beginning rate in the wage scale of her classification and the beginning rate in the wage scale of the classification to which she is temporarily assigned. The resultant basic rate of pay shall not exceed the maximum rate of the wage scale of the classification to which she is temporarily assigned.
- 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 her 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 higher.
- 34.3 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.
- 34.4 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 of the Collective Agreement.

34.5 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 Association.

34.6 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 Association.

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 twenty percent (20%) 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 fully borne by the Employee;
 - (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, she 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 will discuss with the Association before any changes are made in premium rates or benefit carriers.
- 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 for 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 Association.
- 36.9 All Employees whose assigned FTE is below zero point four (0.4), and all casual Employees 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.

ARTICLE 37: VACATION

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 twelfth (12th) 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 twenty-fifth (25th) 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 per cent (6%) of her regular earnings;
- (ii) starting at the fifth (5th) anniversary of employment eight per cent (8%) of her regular earnings;
- (iii) starting at the tenth (10th) anniversary of employment ten per cent (10%) of her 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) years, and forty-five (45) 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 her 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 and only after an Employee has been employed for at least six (6) months unless permission is granted to take it earlier.

37.2.2 An Employee may request vacation leave during any period of the year, however:

- (i) During the months of June, July, August and September, 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 Vacation may only be carried over to another vacation year with the approval of the Manager of Human Resources. DynaLIFE may require an Employee to take vacation rather than carrying it forward to another

vacation year.

37.2.6 If an Employee had a vacation request denied, her name shall be placed on a waiting list in case her 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 cannot agree, the Employer shall have the final authority to determine the annual process for that Department.

37.4.2 DynaLIFE will provide copies of the annual process for scheduling vacation to the Association within ninety (90) days of ratification of this Collective Agreement.

37.4.3 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.

37.4.4 Within ninety (90) days of ratification the Employer shall conduct a vote to assess Employee satisfaction with the current annual vacation process. If a majority of staff are dissatisfied, the Employer shall conduct a review of the annual process taking into consideration such issues 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.

37.4.5 i) Any subsequent modifications to the process must be agreed to by a majority of the staff 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 Association 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) her 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, and for attendance at dental and medical appointments as long as prior approval is received from the supervisor to attend the appointment.
- 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 After a regular or temporary Employee, including those working a modified work day, has successfully completed her probationary period, she 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 worked 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, and 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 her basic rate of pay, and the number of hours shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 38.5 Employees may be required to submit satisfactory proof to DynaLIFE of any illness, accident, or quarantine. When the Employee must pay a fee for such proof, the fee may be reimbursed by the Employer.
- 38.6 Subject to 38.3, when an Employee has accrued the maximum sick leave credit to which she is entitled, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time, she will recommence accumulating sick leave credits.
- 38.7 Except as otherwise specifically provided in this Collective Agreement, sick leave pay 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. Sick leave credits will only accrue on regular hours worked.
- 38.9 No sick leave will be granted for any illness which is incurred once an Employee commences her 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 her 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 she was admitted to hospital as an "in patient" during the course of her vacation, she shall be considered to be on sick leave for the period of hospitalization and subsequent period of recovery provided she notifies DynaLIFE upon her return from vacation and provides satisfactory proof of her 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 Employee whose status changes to casual shall have their sick leave entitlement banked. Should the Employee's status revert back to regular status within one (1) year, the Employee's sick leave bank shall be restored. If the Employee does not change back to regular 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 once a year the status of her sick leave entitlement.
- 38.17 Information on an Employee's sick leave shall be confidential unless the Employee consents in writing to such release.

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 her 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 her 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 her former position shall be reinstated at the same classification held by her 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 her former position shall be entitled to the benefits she is 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 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 up to three percent (3%) of wages based on an Employee contribution of five percent (5%). For Employees earning the LSI basic rate of pay, the Employer contribution will be three point five percent (3.5%) based on an Employee contribution of five percent (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.

Effective January 1, 2013, the RSP contribution will change as follows:

- a) For employees with zero to four years of experience with DynaLIFE

the employer will contribute up to three percent (3%) of wages based on an Employee contribution of five percent (5%).

- b) For employees with 5 to 10 years of experience with DynaLIFE the employer will contribute up to four percent (4%) of wages based on an Employee contribution of five percent (5%).
- c) For employees with greater than ten years of experience with DynaLIFE the employer will contribute up to five percent (5%) of wages based on an Employee contribution of five percent (5%).

40.2 DynaLIFE will provide each participant with a copy of the Group RRSP handbook.

40.3 DynaLIFE will provide one (1) copy of the Group RRSP handbook to the Association.

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

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

40.6 If funds are removed from the plan except as outlined in Article 40.5, 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, People and Infrastructure on a case-by-case basis.

40.7 Employees are aware that the RRSP provider charges a service fee for withdrawal of funds which shall be the responsibility of the Employee.

40.8 Any changes or alterations to the plan must be agreed to by DynaLIFE and the Association. The exact terms and conditions of the plan are described in the plan governance documentation.

40.9 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.

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 make every effort to respond 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 full premiums 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 her leave without permission shall be deemed to have terminated her 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.

41.2 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.

41.3 Take-a-Break Days

- 41.3.1 A regular 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 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.

- 41.3.3 A regular 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 Parental Leave

- 41.4.1 An Employee who has completed her probationary period shall be granted Maternity Leave to a maximum of eighteen (18) weeks. The leave may commence up to twelve (12) 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 fifty-two (52) 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 six (6) 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, she 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 she is 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 her 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 her health.
- 41.4.3 An Employee who wishes to resume her employment at the end of the maternity/parental leave to which she is entitled must give her manager/Human Resources four (4) weeks' written notice of the day on which she intends to resume employment, and DynaLIFE will reinstate her in the position she occupied at the time her maternity leave commenced, or provide her with alternative work of a comparable nature, at not less than the same wages and other benefits that had accrued to her to the date that she commenced maternity leave.
- 41.4.4 A pregnant Employee, who presents medical evidence from her physician that continued employment in her present position may be hazardous to herself or to her 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.

41.4.5 Contributions to the group RRSP may be waived during an extended leave, and benefits do not accrue during the leave.

41.4.6 A father-to-be who has completed his probationary period shall upon written request be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be mutually agreed between the Employee and DynaLIFE. Such leave shall be without pay and benefits and shall not exceed fifty-two (52) weeks. Six (6) weeks written notice of the day on which he intends to resume employment with DynaLIFE shall be given, and DynaLIFE will reinstate him in the position he occupied at the time his leave commenced, or provide him with alternative work of a comparable nature, and not less than the same wages and other benefits that had accrued to him to the date that he commenced leave.

41.4.7 Group benefit coverage may continue for up to twelve (12) 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 the probationary period will be granted leave of absence for a period of up to fifty-two (52) weeks for the purpose of adopting a child provided that she makes 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 she provides the Employer with as much notice as possible and at least one (1) day's 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.

41.5.3 Group benefit coverage may continue for up to twelve (12) months provided the Employee pays both the Employee and Employer portions of the benefit premium costs.

41.6 Paternity Leave

41.6.1 Parental 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 Compassionate Care Leave

41.7.1 An Employee 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 six (6) months. 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 Insurance legislation.

41.7.2 Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Compassionate Care Leave.

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, 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 her immediately prior to taking such leave or be provided with alternate work of a comparable nature.

41.9 Family Emergency Days

41.9.1 If a regular Employee is unable to report to work for regularly scheduled hours as a result of a Family Emergency, she shall be entitled to access up to a maximum of four (4) days (based on regularly scheduled hours of work) of paid Family Emergency Leave.

41.9.2 A Family Emergency, 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. 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 A Family Emergency 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 A Family Emergency is not considered to be a delayed return from time off, problems with travel arrangements, mechanical problems with vehicles and incident with pets.
- 41.9.5 Family Emergency is prorated in the first year of employment and cannot be used until at least six (6) months of employment has occurred.
- 41.9.6 Unused leave cannot be carried forward from year to year.
- 41.9.7 DynaLIFE reserves the right to require appropriate documentation.

41.10 Bereavement Leave

- 41.10.1 Bereavement leave with pay of four (4) 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, brother, sister, fiancée, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, grandparent, 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 common-law or same-sex partners provided that they reside in the same residence and who has been publicly held out as his/her spouse for a period of at least one (1) year.
- 41.10.2 Bereavement leave shall be extended by two (2) additional days 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.
- 41.10.3 Bereavement leave may be extended by two (2) additional days upon request to the Manager, Human Resources.
- 41.10.4 In the event of the death of another relative, the Employer may grant time off with pay to attend the funeral service.

41.11 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 her 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 her basic rate of pay for the hours of attendance at court;
 - (iv) on her 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) she is called as a witness in matters arising out of her employment with the Employer, or as a juror, she 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, she shall be granted a leave of absence without pay.

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 her 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 her 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 her 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 CCRA 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 extract.
 - 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 CCRA 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 her 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 her 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.

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 parties agree to meet to discuss the applicability of the holiday to the bargaining unit.

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 least three (3) 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 (1.5 X) her basic rate of pay plus:

(i) one (1) day's pay; or

- (ii) an alternate day off at a mutually agreed time within the thirty (30) days prior or sixty (60) days after, or the day shall be paid; or
 - (iii) by mutual agreement, a day added to her 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;
 - (v) compensating time off at her basic rate of pay for all hours worked in excess of the regular hours of work specified in Article 27.
- (b) An Employee obliged, in the course of duty to work on Christmas and/or New Years Day shall be paid for all hours worked on the Named Holiday at two times (2X) her 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 her next annual vacation; and
 - (iv) compensating time off at her basic rate of pay for all hours worked in excess of the regular hours of work specified in Article 27
- 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 her basic rate of pay.
- 44.6 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.
- 44.7 Full time Employees working a modified work day shall be entitled to the eleven Named Holidays and shall be paid for the same basic rate of pay for the applicable daily hours worked to a maximum of eighty-eight (88) hours per annum.
- 44.8 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 within the thirty (30) days prior or sixty (60) days after, or the day shall be paid; or
- (iii) by mutual agreement, a day added to her 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.

44.9 Part-Time & Casual Employees

44.9.1 Part-time and Casual Employees shall be paid at one and one half times (1.5X) her basic rate of pay for the regular hours of the shift worked as per Article 27 on a Named Holiday and two times (2X) her basic rate of pay for time worked in excess of those hours.

44.9.2 An Employee to whom these provisions apply shall be paid, in addition to her basic rate of pay, four point six percent (4.6%) of her 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.

44.9.3 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.

WAGE APPENDIX

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
A1	Clerk								
	April 1, 2012	\$13.96	\$14.44	\$14.95	\$15.48	\$16.03	\$16.58	\$17.17	\$17.77
	April 1, 2013	\$14.38	\$14.87	\$15.40	\$15.94	\$16.51	\$17.08	\$17.68	\$18.30
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
A2	Clerk II								
	April 1, 2012	\$18.91	\$19.56	\$20.24	\$20.95	\$21.68	\$22.45	\$23.23	\$24.05
	April 1, 2013	\$19.47	\$20.15	\$20.85	\$21.58	\$22.34	\$23.12	\$23.93	\$24.77
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
A3	Data Entry Processors								
	April 1, 2012	\$20.48	\$21.20	\$21.94	\$22.70	\$23.50	\$24.33	\$25.18	\$26.06
	April 1, 2013	\$21.09	\$21.83	\$22.60	\$23.38	\$24.20	\$25.06	\$25.93	\$26.84
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
DE	Data Entry Editors								
	April 1, 2012	\$20.84	\$21.67	\$22.54	\$23.44	\$24.38	\$25.36	\$26.37	\$27.42
	April 1, 2013	\$21.47	\$22.32	\$23.22	\$24.15	\$25.11	\$26.12	\$27.16	\$28.25
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
FA2	Facilities Worker Level 2								
	April 1, 2012	\$20.48	\$21.20	\$21.94	\$22.70	\$23.50	\$24.33	\$25.18	\$26.06
	April 1, 2013	\$21.09	\$21.83	\$22.60	\$23.38	\$24.20	\$25.06	\$25.93	\$26.84
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
FA3	Facilities Worker Level 3								
	April 1, 2012	\$25.86	\$26.77	\$27.70	\$28.68	\$29.67	\$30.71	\$31.80	\$32.91
	April 1, 2013	\$26.64	\$27.57	\$28.53	\$29.54	\$30.56	\$31.63	\$32.75	\$33.90
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
FA4	Facilities Worker Level 4								
	April 1, 2012	\$31.67	\$32.77	\$33.92	\$35.11	\$36.34	\$37.61	\$38.92	\$40.28
	April 1, 2013	\$32.62	\$33.75	\$34.93	\$36.16	\$37.43	\$38.74	\$40.09	\$41.49
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
CCR	Customer Care Representative								
	April 1, 2012	\$16.37	\$16.94	\$17.54	\$18.15	\$18.79	\$19.45	\$20.13	\$20.84
	April 1, 2013	\$16.86	\$17.45	\$18.06	\$18.70	\$19.35	\$20.03	\$20.73	\$21.46

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
MT	Medical Transcriptionist								
	April 1, 2012	\$23.54	\$24.38	\$25.24	\$26.11	\$27.03	\$27.97	\$28.94	\$29.95
	April 1, 2013	\$24.25	\$25.11	\$26.00	\$26.89	\$27.84	\$28.80	\$29.81	\$30.85
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
MT2	Medical Transcriptionist II								
	April 1, 2012	\$28.01	\$29.00	\$30.02	\$31.06	\$32.16	\$33.27	\$34.31	\$35.64
	April 1, 2013	\$28.85	\$29.87	\$30.93	\$32.00	\$33.12	\$34.27	\$35.34	\$36.71
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
S1	Transportation Representative								
	April 1, 2012	20.26	20.97	21.72	22.47	23.25	24.07	24.91	25.79
	April 1, 2013	20.87	21.60	22.37	23.14	23.95	24.79	25.66	26.56
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
MM	Materials Management Clerk & Stock Clerk / Stores Attendant								
	April 1, 2012	20.26	20.97	21.72	22.47	23.25	24.07	24.91	25.79
	April 1, 2013	20.87	21.60	22.37	23.14	23.95	24.79	25.66	26.56
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
T1	Laboratory Assistant I & OTS Monitor (Employment Related Screening Monitor)								
	April 1, 2012	19.21	19.88	20.58	21.29	22.05	22.81	23.62	24.44
	April 1, 2013	19.79	20.48	21.20	21.93	22.71	23.49	24.32	25.18
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
T2	Laboratory Assistant II								
	April 1, 2012	\$20.52	\$21.24	\$21.98	\$22.76	\$23.55	\$24.37	\$25.23	\$26.11
	April 1, 2013	\$21.13	\$21.88	\$22.64	\$23.44	\$24.26	\$25.10	\$25.99	\$26.89
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
T3	Histotechnicians								
	April 1, 2012	\$25.86	\$26.77	\$27.70	\$28.68	\$29.67	\$30.71	\$31.80	\$32.91
	April 1, 2013	\$26.64	\$27.57	\$28.53	\$29.54	\$30.56	\$31.63	\$32.75	\$33.90
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
T3B	Certified Laboratory & X-ray Technicians								
	April 1, 2012	\$31.49	\$32.59	\$33.74	\$34.91	\$36.13	\$37.40	\$38.71	\$40.06

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
	April 1, 2013	\$32.43	\$33.57	\$34.75	\$35.96	\$37.22	\$38.52	\$39.87	\$41.26
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
T4	Medical Laboratory Technologist I								
	April 1, 2012	\$31.67	\$32.77	\$33.92	\$35.11	\$36.34	\$37.61	\$38.92	\$40.29
	April 1, 2013	\$32.62	\$33.75	\$34.93	\$36.16	\$37.43	\$38.74	\$40.09	\$41.50
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
T5	Medical Laboratory Technologist II								
	April 1, 2012	\$35.79	\$36.87	\$37.97	\$39.12	\$40.28	\$41.49	\$42.73	\$43.59
	April 1, 2013	\$36.87	\$37.97	\$39.11	\$40.29	\$41.49	\$42.74	\$44.02	\$44.90
	April 1, 2014	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*

* Effective April 1, 2014 The Provincial wage increase as bargained at the AHS/HsAA bargaining table.

LETTER OF UNDERSTANDING #1

BETWEEN

DynaLIFE_{Dx}

- and -

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

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 Association. A copy of the agreement will be provided to the Association.

ON BEHALF OF DYNALIFE

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #2

BETWEEN

DynaLIFE_{dx}

- and -

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

RE: FLEXIBLE SPENDING ACCOUNT

DynaLIFE agrees to continue a Flexible Spending Account on an annual basis from January 1st to December 31st. Employees will have the option of allocating a percentage or all of their allotted amount to either the Taxable Spending or Health Spending Account.

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, 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 the CCRA.
- Wellness expenses which may include fitness club memberships, fitness equipment and other related expenses.
- Child or Elder Care Expenses.

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 CCRA 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.

Effective January 1, 2013, for the period October 1, 2012, through to December 31, 2013, each eligible employee will be allotted nine hundred dollars (\$900) prorated based on actual FTE and hire date.

Effective January 1, 2014, for the period of January 1, 2014 through to December 31, 2014, each eligible employee will be allotted nine hundred dollars (\$900) prorated based on actual FTE and hire date.

ON BEHALF OF DYNALIFE

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #3

BETWEEN

DynaLIFE_{dx}

- and -

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

RE: FLEXIBLE SPENDING ACCOUNT INCONSISTENCIES

The Parties agree that they will meet to discuss the flexible spending account inconsistencies before June 30, 2014, in an effort to find a mutually agreeable solution.

The Parties agree there will be no increase to the employee portion of the parking subsidy at Baselab during the term of this collective agreement.

The minimum amount of flexible spending account effective January 1, 2015, through to December 31, 2015, will be nine hundred (\$900) dollars but may increase depending on the outcome of these discussions.

ON BEHALF OF DYNALIFE

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #4

BETWEEN

DynaLIFE_{Dx}

- and -

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

RE: DATA ENTRY EDITORS

Effective April 1, 2012, in the classification A3, who work as Data Entry Editors, will be reclassified to pay grade DE.

ON BEHALF OF DYNALIFE

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #5

BETWEEN

DynaLIFE_{Dx}

- and -

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

RE: EMPLOYEE MANAGEMENT ADVISORY COMMITTEE

DynaLIFE agrees to establish an Employee Management Advisory Committee which will be comprised of no more than one (1) representative from the Association, no more than one (1) 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 DYNALIFE

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #6

BETWEEN

DynaLIFE_{Dx}

- and -

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

RE: SHORT TERM DISABILITY

Effective January 1, 2013, the qualification period for STD coverage will be extended from seven (7) days, to fourteen (14) days.

ON BEHALF OF DYNALIFE

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #7

BETWEEN

DynaLIFE_{Dx}

- and -

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

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, 2015.

ON BEHALF OF DYNALIFE

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #8

BETWEEN

DynaLIFE_{Dx}

- and -

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

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 DYNALIFE

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #9

BETWEEN

DynaLIFE_{Dx}

- and -

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

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, one time during the period following ratification up to and including March 31, 2015.

This letter of Understanding expires on March 31, 2015.

ON BEHALF OF DYNALIFE

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #10

BETWEEN

DynaLIFE_{dx}

- and -

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

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 DYNALIFE

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #11

BETWEEN

DynaLIFE_{Dx}

- and -

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

RE: COMMUNITY SERVICE DAY

All regular and temporary DynaLIFE Employees exclusive of those listed in Letter of Understanding #12 may take up to one (1) paid day per year (pro-rated to FTE) to volunteer time to their local communities. In general, Community Service Day is intended to allow Employees time to participate and give service to the community. Employee requests for utilization of their Community Service Day must be made in writing to their supervisor outlining the community activity you 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.

ON BEHALF OF DYNALIFE

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #12

BETWEEN

DynaLIFE_{dx}

- and -

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

**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.

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 Letter of Understanding #11.

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 DYNALIFE

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #13

BETWEEN

DynaLIFE_{Dx}

- and -

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

RE: MAINTENANCE OF PROFESSIONAL STANDING

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).

This LOU expires on December 31, 2014.

ON BEHALF OF DYNALIFE

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #14

BETWEEN

DynaLIFE_{Dx}

- and -

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

RE: BARGAINING PROTOCOL AND CRITICAL CARE SERVICES AGREEMENT

HSA and DynaLife_{Dx} are Parties to a Bargaining Protocol and Critical Care Services Agreement. This agreement was signed by the Parties February 17, 2012 and continues in force and binds the Parties from agreement to agreement during the life of the Parties bargaining relationship unless earlier terminated. It may be terminated at any time by either party provided it gives one (1) year's written notice to the other party. It will be enforceable notwithstanding the expiry of current or any future Collective Agreements.

ON BEHALF OF DYNALIFE

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #15

BETWEEN

DynaLIFE_{Dx}

- and -

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

RE: JOINT COMMITTEE

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

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #16

BETWEEN

DynaLIFE_{Dx}

- and -

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

RE: MEAL BREAKS FOR SHIFTS OF FIVE (5) HOURS OR LESS

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.

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

ON BEHALF OF DYNALIFE

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #17

BETWEEN

DynaLIFE_{dx}

- and -

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

RE: EMPLOYEE REQUEST FOR REDUCTION IN FTE

A Regular Employee may request a reduction in hours of work below their normal FTE with the consent of the Employer and the Association and on thirty (30) days' notice or such period of time as agreed to by the parties. The application of this Letter of Understanding will not be construed as a violation of the posting provisions of the Collective Agreement.

ON BEHALF OF DYNALIFE



ON BEHALF OF THE ASSOCIATION



DATE:

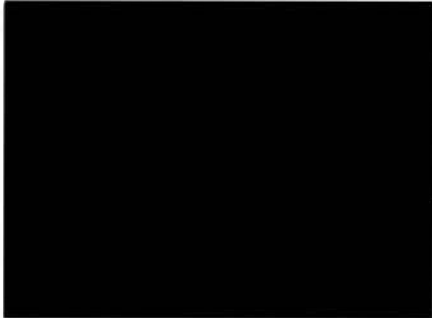
April 5/13

DATE:

Apr 5/2013

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: April 4/13

DATE: Feb 18/2013