COLLECTIVE AGREEMENT

BETWEEN

ALBERTA PUBLIC LABORATORIES LTD.
also known as Alberta Precision Laboratories
(the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8
("CUPE" or the "Union")

Expires December 31, 2021

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COLLECTIVE AGREEMENT made this 19th day of October, 2021

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8
(hereinafter referred to as the "Union")

OF THE FIRST PART

- and -

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the "Employer")

OF THE SECOND PART

PREAMBLE

The Parties are mutually desirous of entering into a collective agreement to:

(a) Maintain harmonious relations between the Employer, the Employees, and the Union and provide settled and just conditions of employment.

(b) Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and service.

(c) Work together in the promotion of the highest standard of care and services at Alberta Precision Laboratories.

(d) Set forth rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 1: TERM OF THE AGREEMENT

1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which CUPE and the Employer exchange notice of ratification by their principals of this collective agreement, up to and including December 31, 2021 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 twenty (120) calendar days prior the expiration date of its desire to change or amend this Collective Agreement.

1.02 Where notice is served by either party under the Labour Relations Code to commence collective bargaining, this Collective Agreement shall continue in full force and effect until either:

(a) A settlement is agreed upon and a new Collective Agreement is ratified; or

(b) if settlement is not agreed upon, a new Collective Agreement is executed as provided in the Labour Relations Code; or

(c) a strike or lockout commences.

ARTICLE 2: DEFINITIONS

2.01 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee shall be determined in accordance with the following:

(a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:

(i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours [thirty-eight point seven five (38.75)] in Article 16: Hours of Work of this Collective Agreement;

(ii) "Part-time Employee" is one who is regularly scheduled for less than the normal hours [thirty-eight point seven five (38.75)] specified in Article 16: Hours of Work of this Collective Agreement.

(b) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:

(i) for a specific job of more than three (3) months but less than twenty-four (24) months. A request by the Employer to extend the time limit shall not be unreasonably denied; or

(ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or

(i) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

(c) "Casual Employee" is one who:

(i) is regularly scheduled for a period of three (3) months or less for a specific job; or

(ii) relieves for absences the duration of which is three (3) months or less; or

(iii) works on a call-in basis or is pre-scheduled for shifts of an irregular nature based on call in availability;

2.02 “Basic Rate of Pay” shall mean the applicable rate in the pay range of the Employee's classification as set out in the Salary Schedule, exclusive of any premium payments, differentials or allowances.

2.03 "Pyramiding" means the payment of two (2) or more premiums under different provisions of this Collective Agreement for the same hours worked.

2.04 "Shift" means the scheduled hours of work exclusive of overtime hours.

ARTICLE 3: MANAGEMENT RIGHTS

3.01 Management retains all rights not specifically restricted by this Collective Agreement.

ARTICLE 4: NO STRIKES/NO LOCKOUTS

4.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

ARTICLE 5: BARGAINING UNIT

5.01 Bargaining Unit

The Employer recognizes CUPE and its Local 8 as the sole and exclusive collective bargaining agent for all of its Employees as defined in Certificate No. 44-2019 of the Alberta Labour Relations Board dated May 13, 2019 and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

5.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except in the case~~s~~ of an emergency.

5.03 Representatives of CUPE

The Union shall have the right at any time to have the assistance of representatives of the CUPE or any other advisors when dealing or negotiating with the Employer. With prior approval of the Employer such representatives(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. Such approval shall not be unreasonably denied.

ARTICLE 6: DISCRIMINATION AND HARASSMENT

6.01 The Employer and the Union agree not to discriminate against any Employee covered by this Collective Agreement with respect to the protected grounds provided for in Human Rights legislation or the Alberta Labour Relations Code. Such protected grounds for discrimination include, but are not limited to race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, or by reason of his membership or non-membership in a Labour Union.

The Employer shall:

(a) Provide a work environment free of harassment, violence, and discrimination.

(b) Maintain both a violence prevention policy, and a harassment prevention policy.

(c) Maintain procedures for receiving and investigating complaints of harassment based on the principles of confidentiality and natural justice.

(d) Inform all Employees of the policies and procedures, including their rights and their responsibilities.

The Employer shall advise the Union of all amendments to the above policies in writing.

ARTICLE 7: UNION SECURITY

7.01 Membership in the Union shall be voluntary on the part of each of Employee. All Employees covered by this agreement who are members of the Union at the time of signing of this Collective Agreement, or who in the future decide to become members of the Union, shall maintain their membership in the Union during the life of this Collective Agreement.

7.02 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union.

7.03 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.

7.04 The Employer agrees to remit to the CUPE Local 8, the amount equal to the dues that have been deducted from the pay of all Employees by the first (1st) working day after the fifteenth (15th) calendar day in the following month. The Employer shall provide the Union with a computerized monthly list identifying each Employee. The Employer shall provide the list to the Union at one email address.

The list will include:

(a) the Employee's name;

(b) the phone number on file;

(c) mailing address, personal email address, if available;

(d) Employee number;

(e) starting date;

(f) classification;

(g) hourly rate of pay;

(h) status (Regular Full-time, Regular Part-time, Temporary, Casual);

(i) seniority;

(j) department;

(k) dues deducted;

(l) gross earnings;

(m) Such list shall indicate newly hired and terminated employees, and, where the existing computer system is capable, status of the employees, the increment level, employees reclassified, promoted or transferred outside the scope of this Collective Agreement.

(n) unless already provided, a separate listing of all Casual Employees including the name of the Employee and date of hire.

7.05 Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected no later than the month following its discovery.

7.06 The Employer will record the amount of individual dues or fees deducted on T-4 slips issued for income tax purposes.

7.07 For the purposes of conducting a ratification vote, the Employer shall send the Union a list of all current Employees and the mailing address on file within fourteen (14) calendar days of the date when a tentative agreement has been reached by the Parties.

7.08 Representation

(a) The Employer shall not bargain with or enter into agreement with an Employee or group of Employees in the bargaining unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the Spokesperson.

(b) Union Officers and Stewards shall be entitled to leave their work during working hours in order to carry out the following functions: representation during an investigation and/or disciplinary meetings, and attendance at a grievance meeting. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

(c) There should be no loss of regular earnings for time spent representing the local at collective bargaining. Actual wages paid to the employee for such time will be billed to the local union in addition to an administrative amount of twenty percent (20%).

(d) The name of Officers and Stewards shall be supplied to the Employer before they are recognized as such.

ARTICLE 8: CORRESPONDENCE

8.01 Except as otherwise stated in this Collective Agreement, all correspondence between the Employer and the Union arising out of this Collective Agreement or incidental thereto will pass between the Executive Director or designate and the President of Local 8.

A copy of any correspondence between the Employer, or their designate and any Employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the President of Local 8.

ARTICLE 9: EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

9.01 There will be an Employee-Management Advisory Committee (EMAC) which will consist of two (2) representatives of CUPE and two (2) representatives of APL.

9.02 The purpose of EMAC will be to discuss and make recommendations on issues of concern to the Parties, including but not limited to, patient care and other matters related to employment.

9.03 Meetings shall be scheduled by the EMAC representatives as the needs arises.

9.04 There will be no loss for time spent by Employees at meetings and in carrying out the functions of EMAC

ARTICLE 10: OCCUPATIONAL HEALTH AND SAFETY

10.01 The Parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide, manage and maintain safety equipment when required and to install devices where necessary.

10.02 An Occupational Health and Safety Committee shall be established and the Union shall have the right to designate one (1) member and alternate of the bargaining unit as members of this Committee. This Committee may include representatives from other Employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups.

10.03 The Basic Rate of Pay shall be paid to such Employee for time spent in attendance at a meeting of this Committee.

10.04 The Committee shall meet quarterly or more often if required at a mutually acceptable hour and date. Either the Chairperson or Vice-Chairperson may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the Committee will determine the procedure for dealing with such matters. The Committee will function in accordance with the regulations published pursuant to the Occupational Health and Safety Act or such other procedural rules as may be mutually agreed.

10.05 The Chairperson of the Committee shall be determined in accordance with its terms of reference.

10.06 The Employer shall cooperate with the Committee by providing:

(a) materials and equipment necessary to carry out its functions in accordance with its terms of reference;

(b) data pertaining to workplace health and safety conditions;

(c) access to information pertaining to accidents, incidents or occupational diseases that occur at the work site**s**.

10.07 The Committee shall assist the Employer:

(a) by identifying situations which maybe unhealthy or unsafe in respect of the work site and make appropriate recommendations;

(b) in the development and promotion of measures to protect the safety and health of Employees in the worksites and to check the effectiveness of such measures.

10.08 The Health and Safety Committee shall also consider measures necessary to ensure the safety and security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps not taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request and shall have the right to have their recommendations presented to the Senior Program Officer (SPO) with accountability for Workplace Health and Safety. The SPO shall reply in writing to the Committee within thirty (30) days of the presentation by the Committee.

10.09 An Employee's rights shall be respected in accordance with The Occupational Health and Safety Act, including the right to refuse unsafe work.

10.10 The Employer shall not unreasonably deny committee members access to the workplace**s** to conduct safety inspections, including monitoring.

10.11 The Employer shall implement a psychological health and safety plan consistent with the current Canadian Standards Association (CSA) psychological health and safety in the workplace**s** standard. Aspects of this relevant to a particular workplace may be reviewed annually by the Health and Safety Committee.

10.12 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 which may be reviewed annually by the Committee. Employees shall be provided with, and be required to use the hazard controls specified within the applicable working alone safety plan.

10.13 Health and Safety Training

Employees shall be entitled to time off from work with no loss of seniority or earning to attend Health and Safety related training required in the course of their employment, including but not limited to WHIMIS and Transportation of Dangerous Goods (TDG). Costs for these courses shall be paid by the Employer.

ARTICLE 11: GRIEVANCE PROCEDURE

11.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

11.02 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

An Employee who believes that they have a problem arising out of the interpretation, application, administration or alleged violation of this Collective Agreement shall first discuss the matter with their immediate Supervisor within ten (10) days of the date they first became aware of, or reasonably should have become aware of, the occurrence. The Employee shall have the right to be accompanied by a representative of the Union while discussing the matter with the immediate Supervisor. A sincere attempt shall be made by both Parties through discussion to resolve the issue at this level.

The immediate Supervisor shall advise the Employee of the decision in writing within ten (10) working days of the date when the matter was first discussed. In the event that it is not resolved satisfactorily within ten (10) days of its being discussed with the immediate Supervisor, it may be advanced in accordance with the following steps.

Step 2

Failing satisfactory settlement being reached in Step 1, the grievance shall, within ten (10 working days of receiving the reply under Step 1, be submitted by the Union in writing to the Grievor's Department head with a copy to Human Resources. The Employer shall convene a grievance meeting within ten (10) working days of receipt of the written grievance. The Employer shall render a written decision to the Union within ten (10) working days of the meeting.

Step 3

If the grievance is not resolved at Step 2, the Parties may, within ten (10) working days of receiving the reply under Step 2, mutually agree to utilize the Joint Alternate Resolution Dispute Process (JARDP) prior to referring the matter to arbitration.

(a) Prior to a matter being referred to arbitration, the Parties may agree to refer the matter to a JADRP. Reference of a matter to a JADRP is voluntary and must be agreed to by both Parties.

(b) The purpose of the JADRP is to have an open, non-binding discussion in an attempt to reach a resolution.

(c) Discussions and proposed resolutions are made on a without prejudice basis and are for the purpose of attempting to achieve a settlement.

(d) Any and all information or documents shared during, or in preparation to the JADRP are considered privileged and cannot be used in any further proceedings without proper introduction as evidence.

(e) Both Parties shall put forward the names of an individual from their organization who agrees to hear the disputes.

(f) The JADRP will make recommendations to resolve the issue. Recommendations can take any form the Parties feel are appropriate. Recommendations are non-binding on the Parties and are considered privileged and may not be used for any other purpose.

Step 4

Failing a satisfactory settlement being reached in Step 2 or 3 as applicable, the Union may refer the dispute to arbitration within twenty (20) working days of receipt of the decision at Step 2 or failure to reach a resolution at Step 3 in accordance with the referral to arbitration clause.

11.03 Group/Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Step 1 of this Article may be by-passed.

The time limit for group and policy grievances is twenty (20) working days from the occurrence of the act causing the grievance, or from the time that the Union could reasonably have become aware that a violation of the agreement had occurred.

11.04 Facilities for Grievances

The Employer shall also supply the necessary facilities for the grievance meetings.

11.05 Failure to Act Within Time Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified the grievance shall be considered abandoned. If the Employer fails to meet the time limits specified the grievance may move to the next step.

11.06 Definition of Working Days

"Working day" as used in the grievance and arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

11.07 Referral to Arbitration

It is agreed by the Parties that any difference of opinion relating to the interpretation, application or administration of this Collective Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within seven (7) working days from the receipt of the Notice of Intent to Arbitrate, the other Party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominees. Should either Party fail to name their nominee within seven (7) working days or should the nominees fail to appoint a Chairman within seven (7) working days from the date of their appointment, either Party or their nominee may request the Director of Mediation Services to make the appropriate appointment pursuant to the Labour Relations Act.

11.08 Expenses of the Board

Each Party shall pay:

(a) The fees and expenses of their nominee.

(b) One-half (1/2) of the fees and expenses of the Chairperson.

11.09 Decision of the Board

The decision of the majority shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all Parties. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Collective Agreement. However, the Board shall have the power to modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

11.10 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties in writing.

11.11 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the Parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall confirm to the provisions of this Article. Each Party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 12: DISCIPLINE. DISMISSAL AND RESIGNATION

12.01 An Employee shall be considered to have terminated services if the Employee:

(a) is absent for three (3) scheduled shifts without good and proper reason and without notification being given to the Department Manager or Designate; or

(b) does not return as scheduled from a leave of absence or vacation, except where such is for reasons acceptable to the Employer; or

(c) does not return from layoff when recalled, except where such is for reasons acceptable to the Employer; or

(d) has been on layoff for twelve (12) months following receipt of notice during which time the Employee has not been recalled to work.

12.02 An Employee intending to terminate services with the Employer shall give a minimum of two (2) weeks' notice, exclusive of vacation, in writing, to that effect.

12.03 (a) Except for the dismissal of an Employee serving a probationary period, there shall be no discipline or dismissal except for just cause.

(b) Copies of all disciplinary notices shall be forwarded to the Union.

(c) An Employee shall have the right to have a Shop Steward or Local Union Officer present at the disciplinary meeting with the Employer.

(d) None of the provisions of this Article shall prevent immediate suspension or dismissal for just cause, subject to the grievance procedure.

12.04 (a) Employees shall have access to review their personnel file by request made in writing at least one (1) working day in advance once each year or when the Employee has filed a grievance. The Employee may request that a representative of the Union be present when their file is reviewed.

(b) An Employee shall be given a copy of the contents of their personnel file upon request not more frequently than once in a calendar year; or when the Employee has filed a grievance, provided that they first pay to the Employer a fee, to cover the cost of copying, which fee shall be established by the Employer.

12.05 Any notice of discipline placed on an Employee's file shall be removed after a period of eighteen (18) months of worked time exclusive of leaves of absences in excess of thirty (30) days, provided that:

(a) no further disciplinary action has been taken during that eighteen (18) month period; or

(b) the disciplinary action is not the subject of an unresolved grievance.

12.06 The Employer shall whenever possible and appropriate provide the Employee advance notice of not less than twenty-four (24) hours of any disciplinary meeting.

12.07 An Employee required by the Employer to attend a disciplinary or investigation meeting shall be paid at the Basic Rate of Pay for time spent in attendance at that meeting.

12.08 (a) Where an allegation (from an internal or external source) regarding the performance or conduct of an Employee is received or comes to the attention of the Employer or any other formal meeting request, the Employee will be advised of the allegation and/or the specifics of the incident giving rise to the allegation or the particulars of the meeting required. The Employee will be provided with notification of the allegation within ten (10) working days from the date the allegation is made known to the Employer.

(b) For clarity, the ten (10) working days is signaling the intention of the Employer, not the timeline to begin or conclude the process.

ARTICLE 13: SENIORITY

13.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer, or its immediate predecessors, prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

13.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each Employee's service commenced.

If the seniority date of two (2) or more Employees is the same, the Employee with the lower Employee number shall have more seniority.

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

13.03 Seniority for Newly Hired Employees

After completion of the probationary period, seniority shall be effective from the original date of employment.

13.04 An Employee shall only lose their seniority:

(a) When their employment in the bargaining unit is terminated by either the Employer or the Employee.

(b) When they are employed outside of the bargaining unit for more than twelve (12) calendar months as per Article 14.

(c) When the Employee fails to return to work in accordance with the layoff provisions.

ARTICLE 14: APPOINTMENTS, PROMOTIONS AND VACANCIES

14.01 When the Employer determines a vacancy needs to be filled, the Employer shall post notices of vacant positions within the bargaining unit not less than six (6) calendar days in advance of making an appointment.

14.02 Applications for vacancies, or promotions, shall be made in writing, in a manner the Employer may designate on the notice of vacancy.

14.03 In making appointments to vacancies or promotions, the determining factors shall be qualifications, skill, knowledge, experience, performance and other relevant attributes applicable to the position. Where these factors are considered relatively equal, preference will be given to the senior Regular Employee from those applicants who are considered to be relatively equal.

14.04 The foregoing provisions shall be waived when placement of an Employee in a job within the bargaining unit is affected to accommodate a request by the Workers' Compensation Board or the underwriters of the Long-Term Disability Plan for return to work.

14.05 A new Employee shall serve a probationary period of one thousand and seven point five (1007.5) hours worked, exclusive of overtime hours worked, for each period of continuous employment. The probationary period may be extended for a period up to an additional five hundred and three (503) hours worked, exclusive of overtime hours worked.

During the probationary period the Employee may be terminated for any reason without:

(a) notice; and

(b) pay, except as may be required by the provisions of the Alberta Employment Standards Code, and shall not have recourse to the Grievance Procedure set out in this Collective Agreement or the Code, with respect to such termination.

14.06 All promotions shall be on a trial basis. The promoted Employee shall be given a trial period of five hundred and three point seven five (503.75) hours worked, exclusive of overtime hours worked, in which to demonstrate their ability to perform the duties of the position satisfactorily. The trial period may be extended by an additional five hundred and three point seven five (503.75) hours worked.

14.07 Extensions to the trial period and reasons for the extensions will be communicated in writing to the Employee with a copy to the union.

14.08 A promoted Employee who is absent for any reason on a scheduled work day shall have their trial period extended by the number of working days absent.

14.09 If, in the opinion of the Employer, the Employee fails to succeed during the trial period, they shall be reinstated in their former position at their former rate of pay. If such is not possible, the Employee shall be placed in another suitable position

14.10 Transfers and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without their written consent. An Employee who consents in writing to be transferred and/or promoted to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer and/or promotion. In the event that the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) calendar months of the transfer and/or promotion, the Employee shall be credited with the seniority held immediately prior to the transfer and/or promotion and shall resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) calendar months from the transfer and/or promotion shall forfeit all bargaining unit seniority. In the event an Employee transferred and/or promoted out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months from the start date of the transfer and/or promotion, they shall accumulate seniority during the period of time outside the bargaining unit.

ARTICLE 15: LAYOFFS AND RECALLS

15.01 Definition of Layoff

A layoff shall be defined as a permanent reduction in the full time equivalency (FTE) as communicated to the Employee at the time of hire, or subsequent appointment or promotion.

15.02 Role of Seniority in Layoffs

In the event of a layoff, Employee(s) shall be laid off in the reverse order of their seniority within the site where the layoff(s) is to occur. An Employee in receipt of layoff notice may bump the Employee with the least seniority, providing the Employee exercising the right is qualified to perform the work.

15.03 Advance Notice of Layoff

Unless legislation is more favorable to the Employees, the Employer shall notify the Union and Employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

(a) An Employee on lay off shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and qualifications to perform the work, and provided such opening is first posted under the internal job posting procedure, and has not been filled.

(b) No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

(c) The method of recall shall be by telephone or, if such is not possible, by registered letter sent to the Employee's last known place of residence. The Employee so notified will return on the date specified or other mutually agreed date. Failure to report on the date specified or mutually agreed date shall constitute a termination of employment by the Employee.

(d) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

15.04 Recall rights shall be forfeited if:

(a) an Employee refuses recall to a position with an equivalent FTE from which the Employee was laid off; or

(b) the Employee accepts a recall and returns to an equivalent position; or

(c) the Employee applies on a posted position and is successful in accordance with Promotions and Transfers article; or

(d) three hundred and sixty-five (365) calendar days from the date of the initial layoff have expired.

15.05 Grievance on Layoff and Recalls

The Parties shall discuss the appropriate step in grievance procedure to commence a layoff grievance.

ARTICLE 16: HOURS OF WORK

16.01 (a) Regular hours of work for the Full-time Employees exclusive of meal periods shall be:

(i) seven point seven five (7.75) consecutive hours per day; or

(ii) thirty-eight point seven five (38.75) hours per week averaged over one cycle of the shift schedule.

(b) Regular hours of work for Part-time employees, exclusive of meal periods, shall be up to seven point seven five (7.75) hours in any day.

16.02 Regular hours of work shall be deemed to include, as scheduled by the Employer, either:

- two paid rest periods of fifteen (15) minutes during each full working shift of seven point seven five(7.75) hours, or

- one paid rest period of thirty (30) minutes during each full working shift of seven point seven five(7.75) hours, if this is more compatible with scheduling of work assignments. The alternative to be applied shall be at the discretion of the Employer.

- Include, as scheduled by the Employer, one paid rest period of fifteen (15) minutes for a shift of 4 hours or more in duration but less than 7.75 hours

- Exclude, a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of five (5) hours.

16.03 Working Schedule

(a) The hours, days and routes of work of each Employee shall be posted in an appropriate place at least four (4) weeks in advance.

(b) In the event that the Employer requires a change in an Employee's posted work schedule and provides less than three (3) calendar days' notice, they shall be paid one and one half times (1.5X) their Basic Rate of Pay for the hours worked on the first shift impacted by the change. For clarity, this premium does not apply:

(i) to additional pick up shifts, only regular scheduled shifts; or

(ii) where the change is limited to the posted route.

(c) A Part-time Employee may work additional shifts from time-to-time.

(d) Where a Part-time Employee works additional shifts, they shall be paid their Basic Rate of Pay for such hours provided the do not result in the employee working in excess of thirty-eight point seven-five (38.75) hours per week average over the two (2) week pay period.

16.04 Modified hours of work may be implemented where mutually agreed between the Employer and the Union.

(a) Where the Parties to this Collective Agreement agree to implement a system employing a modified work day, they shall evidence such agreement by signing a document indicating those positions to which the agreement applies and indicating the regular hours of work. The list of positions may be amended from time-to-time by agreement of the Parties.

(b) The Employer agrees to provide the Union with a list of all positions for which a modified work day was in effect on the date this Collective Agreement begins to operate.

16.05 On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due thereof at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

16.06 In the event that an Employee reports for work as scheduled and is requested by the Employer to leave prior to the completion of the scheduled shift, the Employee shall be compensated at their Basic Rate of Pay for the inconvenience by a payment equivalent to three (3) hours (inclusive of hours worked), or for the hours actually worked, whichever is greater.

ARTICLE 17: OVERTIME

17.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of the normal full-time hours per day, or in excess of seventy-seven point five (77.5) hours bi-weekly or on the scheduled days off for Full-time Employees. Any unapproved overtime worked shall not be paid.

17.02 Overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for overtime hours worked.

17.03 Subject to mutual agreement between the Employer and an Employee, the Employee may be granted time off duty in lieu of overtime payments.

(a) Unless mutual agreement between Employer and the Employee is reached as to when accumulated overtime will be taken as time off in lieu of overtime payment, overtime banks shall be paid out in the first full pay period after March 1st every year.

(b) If an Employee chooses to bank overtime, such lieu time shall be banked at one times (1X) their Basic Rate of Pay, and they shall be paid out at one times (1X) their Basic Rate of Pay.

(c) Lieu time banks shall not exceed thirty-eight point seven five (38.75) hours at any given time.

ARTICLE 18: SHIFT PREMIUMS

18.01 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

18.02 Evening Shift Differential

A shift premium of two dollars and seventy-five cents ($2.75) per hour shall be paid to Employees for all hours worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

18.03 Night Shift Differential

A shift differential of five dollars ($5.00) per hour shall be paid to Employees for all hours worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

18.04 Weekend Differential

A weekend differential of three dollars and twenty-five cents ($3.25) shall be paid for all hours worked between Friday twenty-three hundred (2300) hours and Monday at zero seven hundred (0700) hours. This premium shall be in addition to the regular Shift Premium.

ARTICLE 19: NAMED HOLIDAYS

19.01 (a) The Employer recognizes the following named holidays:

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

and any other day declared or proclaimed as a holiday by the federal, provincial or municipal government.

(b) In addition to the foregoing "Named Holidays" Full-time Employees who are in the employ of the Employer on February 1st of each year, shall be granted an additional "floater" holiday in that year. The "floater" holiday shall be taken at a time to be mutually agreed upon the Employer and the Employee. If the Holiday is not taken by the last day of March in the following year, it will be paid out.

19.02 Compensation for Named Holidays on Saturday or Sunday

The Employer may designate a common date for the day off with pay in lieu of the Named Holiday which falls on a Saturday or Sunday. Notice of common date(s) shall be communicated prior to the calendar year.

19.03 Named Holiday Pay for Full-time Employees

(a) To qualify for a Named Holiday with pay a Full-time Employee must:

(i) work their scheduled shift immediately prior to and immediately following the holiday except where the employee is absent due to reasons acceptable to the Employer; and

(ii) work on the Named Holiday when scheduled or required to do so.

(b) Full-time Employees will be entitled to a day off with pay on or for the Holidays named in Article 19.01 as follows:

(i) if scheduled to work on the Named Holiday, the Employee may be granted the day off with pay; or

(ii) if the Employee works as scheduled on the Named Holiday, in addition to the compensation outlined in Article 19.04, an alternate day off mutually agreed upon by the Employer and Employee; or

(iii) If the Named Holidays fall on the Employee's scheduled day off, the Employee shall receive a day's pay or another day off with pay at a time mutually agreed to by the Employee and the Employer.

(c) Where the alternative day off as set out in Article 19.02(b)(ii) or (iii) cannot be arranged within thirty (30) calendar days of the Named Holiday, the Employee shall receive one (1) day's pay at her Basic Rate of Pay in lieu of the Named Holiday. Notwithstanding the foregoing, time off in lieu of Named holidays not taken by the last pay period end date in March shall be paid out at the Basic Rate of Pay.

19.03 Named Holiday Pay for Part-time Employees

In lieu of Named Holiday pay, Part-time Employees shall be paid, in addition to their Basic Rate of Pay, five percent (5%).

19.04 Pay for Regularly Scheduled Work on a Named Holiday

An Employee who works as scheduled or required on a Named Holiday shall be paid at the rate of one and one-half times (1 1/2X) their Basic Rate of Pay. In the case of Christmas and/or the August Civic Holiday, the rate of pay shall be two times (2X), plus holiday pay or another day off with pay.

ARTICLE 20: VACATION ENTITLEMENT

20.01 (a) Except as provided in clause (b) during each year of continuous service, an Employee shall earn vacation with pay to be taken in the next following vacation year in proportion to the number of months worked during the vacation year. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

(b) Full-time Employees will be entitled to vacation with pay as follows:

(i) during each of the first (1^{st}) to second (2^{nd}) years of continuous full-time employment, an Employee shall earn vacation at a rate of fifteen (15) working days per year (116.25 hours);

(ii) during the third (3^{rd}) to ninth (9^{th}) years of continuous service shall earn vacation at a rate of twenty (20) working days per year (155 hours);

(iii) during the tenth (10^{th}) to nineteenth (19^{th}) years of continuous service shall earn vacation at a rate of twenty-five (25) working days per year (193.75 hours);

(iv) during the twentieth (20^{th}) and subsequent years of continuous service shall earn vacation at a rate of thirty (30) working days per year (232.50 hours);

(c) During each year of continuous service with the Employer, a Regular Part-time Employee shall earn vacation with pay calculated in hours in accordance with the following:

Regular and additional hours worked at the Basic Rate of Pay and on a Named Holiday to maximum of seven and three-quarters (7 3/4) hours.	X	The percentage outlined in (i) or (ii) or (iii) or below.	=	Number of hours paid vacation time to be taken.

(ii) Six percent (6%) during each of the first (1st) to second (2nd) years of continuous service;

(iii) Eight (8%) during each of the third (3rd) to ninth (9th) years of continuous service;

(iv) Ten (10) during each of the tenth (10th) to nineteenth (19th) years of continuous service;

(iv) Twelve percent (12%) during each of the twentieth (20th) and subsequent years of continuous service.

(d) Casual Employees shall be paid, in addition to their Basic Rate of Pay, six percent (6%) of their Basic Rate of Pay in lieu of annual vacation. Casual Employees shall be allowed up to three (3) weeks off, without pay, for their vacation.

20.02 Utilization of Vacation Credits

All vacation earned during one (1) vacation year shall be taken during the next following vacation year, at a mutually agreeable time, except that an Employee may be permitted to carry-forward a portion of vacation entitlement to the next vacation year. Requests to carry-forward vacation shall be made in writing and shall be subject to the approval of the Employer. Such carry-forward shall not exceed thirty-eight point seven five (38.75) hours.

Notwithstanding above 20.02, an Employee shall have the right to utilize vacation credits during the vacation year in which they are earned, provided the following conditions are met:

(i) such utilization does not exceed the total credits earned by an Employee at the time of taking vacation; and

(ii) such vacation is taken at a mutually agreeable time

20.03 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

(i) For vacations falling in the period between May 1st through October 31st, vacations requests must be made no later than February 15th. The vacation schedule for this period shall be posted no later than March 15th.

(ii) For vacations falling between November 1st and April 30th, vacation requests must be made no later than June 30th. The vacation schedule for this period shall be posted no later than July 30th.

Vacations shall be granted on the basis of seniority.

Vacation Schedule shall include the approved vacations with Employee names and seniority.

Vacation requests made after the deadline dates will be granted on a first come first serve basis.

ARTICLE 21: SICK LEAVE

21.01 Sick leave is an insurance provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the Workers' Compensation Act.

21.02 A Full-time Employee will earn sick leave credits at the rate of eleven point six two five (11.625) hours for each full month of employment computed from the date of employment up to a maximum credit of nine hundred and thirty (930) hours.

21.03 Part-time Employees will accumulate sick leave benefits on the basis of one and one-half (1 1/2) days per month pro-rated to the scheduled hours worked each month in relation to the regularly scheduled hours worked for a Regular Full-time Employee.

21.04 When an Employee has accrued the maximum sick leave credit of nine hundred and thirty (930) hours, they will no longer accrue sick leave credits until such time as the total accumulation is reduced below the maximum. At the time, they will recommence accumulating sick leave credits.

21.05 Sick leave credits will accrue for the first thirty (30) calendar days of illness, injury, layoff, or leaves of absence in excess of thirty (30) calendar days.

21.06 Sick leave credits shall not accrue during any period of sick leave in excess of thirty (30) calendar days.

21.07 An Employee granted sick leave shall be paid for the period of such leave at their Basic Rate of Pay and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

21.08 A Part-time Employee shall be granted paid sick leave if they become ill and is unable to work an additional scheduled shift, or any portion thereof, and the shift thus paid will be deducted from their accumulated sick leave credits.

21.09 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident.

21.10 Employees shall make reasonable efforts to make health appointments outside of work time. If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, wherever possible she will provide eight (8) days' notice and receive prior authorization from the Employer. Such absence will be deducted against accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

21.11 Except as otherwise specifically provided in this Collective Agreement, sick leave pay shall not be granted during any leave of absence.

21.12 No sick leave shall be granted for any illness which is incurred once an Employee commences their vacation; in this event, the Employee will be receiving vacation pay. 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.

21.13 Sick leave shall be granted if an employee becomes ill during their vacation period as stated in Article 21.12 above, only after the expiry of the employee's vacation and provided the illness continues beyond the vacation.

21.14 Notwithstanding the provision of Article 21.11, should an Employee suffer an illness or injury which results in their hospitalization or which would otherwise have prevented the Employee from attending work for three (3) working days or more, the Employee shall be considered as being on sick leave for that period of hospitalization or that period that exceeds the three (3) working days provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled at a mutually agreeable time during the current vacation year.

21.15 Employees reporting sick shall do so as soon as possible. Failing to do so, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the Employee should have reported for work and the time at which the Employee reported.

21.16 Access to sick leave shall cease upon notification of resignation or termination.

ARTICLE 22: LEAVES OF ABSENCE

22.01 General Policies Covering Leaves of Absence

The following general policies apply to all leaves of absence as described in this Article:

(a) An application for leave of absence shall be made, in writing, to the Employer as early as possible. The application shall indicate the desired dates for departure and return from the leave of absence. The Employer shall indicate approval or disapproval in writing within twenty-eight (28) days of the request for any leave of absence.

(b) An Employee who has been granted leave of absence of any kind and who overstays their leave without permission of the Employer shall be deemed to have terminated their employment.

(c) Except as provided in Article 22.01(d), where an employee is granted a leave of absence of more than one (1) months' duration, and that Employee is covered by any or all of the plans specified in Article 25, 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.

(d) For the portion of maternity leave during which an employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

(e) In the case of a leave of absence, an Employee shall accrue sick leave and vacation credits for the first (1st) month. Where the leave of absence exceeds one (1) month, an Employee's increment date shall be adjusted by the amount of time that the leave of absence exceeds one (1) month, and the new increment date shall prevail thereafter.

(f) During an Employee's leave of absence, the employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

22.02 General Leave

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

22.03 Educational Leave/Exchange Programs

(a) The Parties to this Collective Agreement recognize the value of continuing education for each Employee covered by this Collective Agreement. Furthermore, the Parties recognize that continuing education is a requirement for some Employees. The responsibility for such continuing education lies not only with the individual but also with the Employer.

(b) A paid leave of absence and/or reasonable expenses may be granted to an Employee at the discretion of the Employer to enable the employees to participate in education or exchange programs.

(c) Should the Employer direct an Employee to participate in a specific program, such Employee shall be compensated in accordance with the following:

(i) for program attendance on regularly scheduled working days, the Employee shall suffer no loss of regular earnings;

(ii) for hours in attendance at such program on regularly scheduled days off, the Employee shall be paid at their Basic Rate of Pay to a maximum of seven and three-quarter (7 3/4) hours per day;

the Employer will pay the cost of the course including tuition fees, reasonable travel and subsistence expenses subject to prior approval.

(d) For the purpose of qualifying for an annual increment, an Employee granted educational/exchange leave shall be deemed to remain in the continuous service of the Employer for the first (1st) twenty-four (24) calendar months only of such period of leave. In the event the duration of educational/exchange leave continues for a period in excess of twenty-four (24) months, an Employee's anniversary date for salary increment purposes shall be delayed by the amount of time that said leave exceeds twenty-four (24) months, and the newly established anniversary date shall prevail thereafter.

(e) An employee absent on approved educational/exchange leave shall be reinstated by the Employer in the same position and classification held by them immediately prior to taking such leave or be provided with alternate work of a comparable nature.

22.04 Personal Leave

(a) Benefit eligible Regular Employees shall be entitled to Personal Leave days each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.

(b) The number of Personal Leave days are determined by the FTE as of April 1 of each year.

(i) Full-time and Part-time Employees greater than zero point eight (0.80) FTE shall be entitled to three (3) days of seven and three-quarter (7 3/4) hours each;

(ii) Part-time Employees between zero point six (0.60) and zero point eight (0.80) FTE shall be entitled to two (2) days of seven and three-quarter (7 3/4) hours each;

(iii) Part-time Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to one (1) day of seven and three-quarter (7 3/4) hours.

(c) Personal Leave days are granted per incident as a full day.

(d) Any Personal Leave days not used by March 31st of each year shall not be carried over or paid out on termination of employment.

(e) New employees hired after January 1st of each year shall not receive Personal Leave days until April 1st of the following year.

22.05 Bereavement Leave

(a) Bereavement Leave with pay of:

(i) Five (5) consecutive working days shall be granted in the event of the death of a member of the Employee's immediate family. Upon request, the Employee may be granted additional leave of absence without pay. Immediate family of the Employee is defined as spouse, parent, child, brother, sister, grandchild, fiancé. Step-parent, step-children, step-brother, and step-sister, shall be considered as members of the Employee's immediate family. "Spouse" shall include common-law or same-sex relationship and shall be deemed to mean a person who resided with the Employee and who was held out publicly as their spouse for a period of at least one (1) year before the death.

(ii) Three (3) consecutive working days shall be granted in the event of the death of the following members of the Employee's family: (i.e. mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent-in-law, brother-in-law, sister- in-law, legal guardian and grandparent).

(b) Bereavement Leave shall be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral.

(c) Notwithstanding the provisions of Article 22.05(a) and (b), where special circumstances exist, an Employee may request that Bereavement Leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an Employee be eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

(d) In the event of the death of another relative or friend, the Employer may grant time off with pay to attend the funeral service.

(e) In calculating paid Bereavement Leave entitlement for Part-time Employees, the provisions of Article 22.05 shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period, commencing with the date of death.

22.06 Maternity Leave

(a) An Employee who has completed ninety (90) days of employment shall, upon their written request, be granted Maternity Leave to become effective thirteen (13) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that they commence Maternity Leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity Leave shall not exceed sixteen (16) weeks.

(b) A pregnant Employee whose continued employment in their position may be hazardous to themselves or to their unborn child, in the written opinion of their physician or a registered midwife, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee may request Maternity Leave as provided by Article 22.06(a) if the Employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than eighteen (18) months, the Employee may request further leave without pay as provided by Article 22.01.

(c) A pregnant Employee whose pregnancy ends other than as a resultof a live birth within sixteen (16) weeks of the estimated due date is entitled to Maternity Leave. Such Maternity Leave will end sixteen (16) weeks after the commencement of the leave.

22.07 (a) A parent-to-be who has completed ninety (90) days of employment shall, upon their written request, be grated leave of absence without pay and benefits for a period up to sixty-two (62) weeks for parenting duties following the birth of a child.

(b) An Employee who has ninety (90) days of employment shall be granted leave of absence without pay and benefits for a period of up to sixty-two (62) weeks for the purpose of adopting a child provided that:

(i) they make a 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

(ii) they provides the Employer with at least one (1) day's notice that such leave is to commence.

(c) Parental Leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption, unless mutually agreed otherwise between the Employer and the Employee.

(d) An Employee absent on Parental Leave shall endeavor to provide the Employer with twelve (12) weeks written advance notice of their readiness to return to work but in any event shall provide four (4) weeks written notice, following which the Employer will reinstate them in the same position they held immediately prior to taking such leave and at the same step in the salary scale or provide them with alternate work of a comparable nature at not less than the same step in the salary scale and other benefit that accrued to them up to the date they commenced the leave.

(e) Parental Leave of at least one (1) working day with pay shall be granted upon the written request of a parent-to-be to enable such Employee to attend to matters directly related to the birth or adoption of a child.

22.08 Union Business

(a) Provided operational efficiency shall not in any case be disrupted, leave of absence shall be granted by the Employer to an Employee elected or appointed to represent the Union at conventions, meetings, workshops, seminars, schools, Union business; or for a period of up to one (1) year. Such leave shall be with pay. If the request is denied, reasons shall be given by the Employer.

(b) Members of the Executive of the Union shall be granted a leave of absence with pay to attend Union business. Such member shall provide the Employer with such request in writing with as much advance notice as possible.

(c) The President and Vice President of the Union shall be granted leave with pay as required to attend to Union business, provided reasonable notice is given. Upon notification from the Union to the Employer, the Parties shall meet and negotiate specific Letters of Understanding for such leaves of absence.

(d) Time off granted in accordance with Article 22.08(a)(b) and (c) shall be with pay, and the Union agrees to reimburse the Employer for the total cost of the absence.

22.09 Leave for Public Office

(a) 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 to permit them to fulfill the duties of that office.

(b) Regular Employees who are elected to public office shall be allowed a leave of absence without pay for a period of time not to exceed four (4) years.

(c) An Employee who has been on public office leave shall be reinstated by the Employer in the same position and classification they held immediately prior to taking such leave or be provided with alternate work of a comparable nature.

22.10 Caregiver Leaves

(a) Compassionate Care Leave

(i) An Employee who has completed at least ninety (90) days of employment, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty-seven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty-six (26) weeks from the commencement of the leave.

(ii) Qualified relative for compassionate care leave means a person in a relationship to the Employee as designated in the *Alberta Employment Standards Code* regulations.

(iii) At the request of the Employee, compassionate care leave may be taken in one (1) week increments.

(iv) Where possible, an Employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(b) Critical Illness Leave

(i) An Employee who has completed at least ninety (90) days of employment, and is a family member of a critically ill or injured child or a critically ill qualified adult relative, shall be entitled to leave of absence without pay or benefits,

- for a period of thirty-six (36) weeks to care for their critically ill child; or
- for a period of up to sixteen (16) weeks to care for a critically ill qualified adult relative.

(ii) "Critically ill child" means a child, step-child, foster child or child who is under legal guardianship, and who is under eighteen (18) years of age for whom the Employee would be eligible for the parents of critically ill child leave under the *Employment Standards Code* (Alberta) and regulations.

(iii) "Critically ill qualified adult relative" means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the *Employment Standards Code* (Alberta) and regulations.

(iv) At the request of the Employee, critical illness leave may be taken in one (1) week increments.

(v) Where possible, an Employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave or critical illness leave.

22.11 Military Leave

Upon application by an Employee, the Employer shall grant a leave of absence for military leave. Such leave of absence shall be in accordance with the Government of Canada regulations and any regulations passed by the Employer relative to LAPP and group insurance contributions.

22.12 Death or Disappearance of a Child Leave

An Employee who meets the criteria for death or disappearance of child leave specified in the *Employment Standards Code* shall be entitled to a leave of absence without pay for a period up to:

(a) Fifty-two (52) weeks in the event of the disappearance of a child; or

(b) One hundred and four (104) weeks in the event of the death of a child.

22.13 Domestic Violence Leave

(a) An Employee who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for of up to ten (10) days per calendar year.

(b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, or general leave without pay.

(c) Personal information concerning domestic violence shall be kept confidential by the Employer.

(d) When an Employee reports that they are experiencing domestic violence, the Employer shall complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

22.14 Citizenship Ceremony Leave

An Employee who has completed ninety (90) days of employment is entitled to one-half (1/2) day of leave without pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the *Citizenship Act* (Canada).

22.15 Court Appearance

The Employer shall grant leave of absence without loss of seniority to a Regular Employee who is subpoenaed or serves as a juror or witness in any court. Where the leave is related to being a witness, the requirement must arise as a result of their employment with the Employer. The Employer shall pay such a Regular Employee the difference between their normal earnings and the payment they receive for services as a juror or court witness, excluding payment for traveling, meals, or other expenses. The Regular Employee will present proof of services and the amount of pay received.

22.16 Where the Employee is required by law to appear before a court of law for reasons other than those stated in Article 22.15 and above, they shall be granted a leave of absence without pay.

ARTICLE 23: SALARY INCREMENTS

23.01 (a) Unless otherwise changed by the operation of this Collective Agreement, salary increments for:

(i) Regular Full-time Employees shall be applied on the appropriate anniversary of the date the employee commenced employment as a Regular Full-time Employee.

(ii) Part-time Employees shall occur upon the satisfactory completion of two thousand and twenty- two point seven five (2,022.75) regular hours of work, and a further increment on the satisfactory completion of each period of one thousand eight hundred and twenty-nine (1,829) regular hours of work thereafter until the maximum rate is attained.

(b) Unless otherwise changed by the operation of this Collective Agreement, a Regular Part-time Employee who has had a change in status to a Regular Full-time Employee shall have her anniversary date established based on hours worked with the Employer at the increment level such employee was entitled to receive immediately prior to her change in status.

ARTICLE 24: JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Job Description

The Employer agrees to provide job descriptions for all positions for which the Union is bargaining agent.

24.02 Elimination of Present Classification

The Employer shall advise the Union in the event a classification covered by this Collective Agreement will be eliminated.

24.03 Changes in Classification

Employees holding positions which fall within the bargaining unit will be provided with a job description.

(a) When the duties of a classification are significantly altered by an action of the Employer, or where a new classification is developed by the Employer, which may fall within the bargaining unit, the Employer shall give written notice to the Union of the new or altered classification and the proposed rate of pay for such classification within twenty-one (21) calendar days of the action.

(b) The Union may contest the proposed rate of pay be sending written notice to the Employer. A notice to contest the rate of pay must be sent to the Employer not later than twenty-one (21) calendar days from the date of the Employer's notice.

(c) The Parties shall attempt to resolve the rate of pay through negotiations. Should the two (2) Parties fail to reach an agreement through negotiations, the grievance procedure shall apply.

(d) The proposed rate of pay for the new or altered classification shall remain in effect until such time as it is finalized as a result of negotiations or the resolution of the grievance regarding the proposed rate of pay. Such amended rate will be effective from the date of written notice from the Employer to the Union.

24.04 An Employee's written request to Human Resources for a classification or job review will be dealt with within sixty (60) days of receipt. The review will be based on the position as it was on the date of the request for review. The Employee will be advised in writing of the results of the review within ninety (90) days of the date of the request. An Employee may only request a subsequent review when substantive changes have occurred in the position since the last review.

24.05 An Employee whose position is reclassified to one with a higher Basic Rate of Pay shall be advanced in accordance with Article 23: Payment of Wages and Allowances.

24.06 An Employee whose position is reclassified to a lower Basic Rate of Pay through no cause of the Employee, shall have their Basic Rate of Pay maintained in that classification for one (1) year or until such time as the Basic Rate of Pay of the lower classification meets or exceeds their current Basic Rate of Pay, whichever is sooner.

ARTICLE 25: EMPLOYEE BENEFIT PLANS

25.01 The Employer shall continue the following group plans for all eligible Employees where such plans are currently in effect or shall implement the following group plans where enrollment and other requirements of the Insurer for group participation have been met:

(a) Alberta Health Care Insurance Plan, as amended or replaced.

(b) The Health Benefits Trust of Alberta (HBTA) Plan or equivalent providing for:

(i) Group Life Insurance [one times (1X) basic annual earnings rounded up to the next higher one thousand dollars ($1,000.00) with an option for additional life insurance to at least twice annual earnings rounded to the next highest one thousand dollars ($1,000.00)];

(ii) Accidental Death & Dismemberment Insurance (amount equal to group life insurance);

(iii) Short-Term Disability (STD) [income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable]. The STD shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the STD shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness.

(iv) Long-Term Disability (LTD) [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period];

(v) Alberta Blue Cross Dental Plan, which plan provides eighty percent (80%) reimbursement of basic eligible dental expenses, fifty percent (50%) of extensive eligible dental expenses and fifty percent (50%) of orthodontic eligible dental expenses in accordance with the current Alberta Blue Cross Usual and Customary Dental Fee Schedule and within the limits of the Plan. A maximum annual reimbursement of three thousand dollars ($3,000.00) per insured person per benefit year shall apply to extensive services. Orthodontic services shall be subject to a lifetime maximum reimbursement of three thousand dollars ($3,000.00) per insured person.

(vi) Alberta Blue Cross Supplementary Health Benefits Plan, or equivalent, which includes eighty percent (80%) direct payment for all physician or dentist prescription medication that is eligible under the plan and prescribed in accordance with the plan, and:

(vii) One hundred percent (100%) direct payment for respiratory equipment (including CPAP machines and supplies).

(c) At the Employer's option, an "EI SUB Plan" to supplement an eligible Employees Employment Insurance to meet the Employer's obligation to provide benefit payments during the valid health-related period for being absent from work due to pregnancy for which they have provided satisfactory medical substantiation. The Employer shall provide information regarding the "EI SUB Plan" to all employees when they request Maternity Leave as per Article 22.06.

25.02 Where the benefits specified in Article 25.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the applicable benefits policies or contracts.

25.03 The premiums will be cost-shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

25.04 During the first twenty-four (24) months an employee is on LTD, they may continue participation in the Alberta Health Care Insurance Plan by paying the full premium costs to the Employer. The employment of an employee may be terminated when they have been on LTD for twenty-four (24) months subject to the requirements of Article 6.

25.05 An employee shall cease to earn sick leave credits and vacation credits while on STD and LTD.

25.06 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans upon hiring, and when there are changes to the plan.

25.07 (a) Such coverage shall be provided to:

(i) a Regular Full-time Employee; and

(ii) a Regular Part-time Employee whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and

(b) Regular Part-time Employee whose hours of work average less than fifteen (15) hours per week over one (1) complete cycle of the shift schedule, 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.

25.08 (a) The Employer will provide one (1) copy of each of the plans to CUPE.

(b) The Employer, as applicable, shall advise the Union of all premium rate changes pursuant to Article 25.01(b).

ARTICLE 26: PENSION

26.01 The Employer shall contribute to the Local Authorities Pension Plan (LAPP) for retirement benefits for eligible participating Full-time Employees as of December 10, 2018 in accordance with the regulations of the Plan.

The Employer shall contribute to the aforementioned pension plan for eligible Part-time Employees who request enrolment in the Plan provided they are regularly scheduled to work at least fourteen (14) hours per week averaged over one (1) complete cycle of the shift schedule.

26.02 Employees who were enrolled in the Defined Contribution Pension Plan (DCPP) as of December 9, 2018 and who chose to remain with the DCPP, will contribute three point five percent (3.5%) of regular earnings (exclusive of overtime and shift premiums) into the plan each pay period. The Employer will contribute seven percent (7%) for each participating Employee.

ARTICLE 27: TECHNOLOGICAL CHANGE

27.01 The Employer will notify the Union at least thirty (30) days in advance of any technological change which the Employer plans to introduce which will significantly change the status of the Employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological change on the workplace and its Employees.

ARTICLE 28: OVER/UNDER PAYMENTS

28.01 In the event that an employee is over or under compensated by error on the part of the Employer, the Employer shall correct such compensation error not later than the second (2nd) pay day following the date on which the party/Parties discovering the error knew, or ought to have known of the error.

In the case of an underpayment, where the Employer discovers the error, the Employer will notify the Employee in writing that an underpayment has been made. Such written notice shall include all calculations.

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

ARTICLE 29 (Unallocated)

ARTICLE 30: GENERAL CONDITIONS

30.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees. The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.

30.02 Employee Records

The personnel records of an Employee, or former Employee, shall not be shared in any manner with any other Employer or agency of the Employee concerned except as required by law.

30.03 Confirmation of Employment

On termination of employment for any reason, the Employer shall provide a letter confirming employment on request.

30.04 Communication to Members

Union representatives are entitled to distribute Union literature.

30.05 Copies of Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of this Collective Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union will provide the Employer with the cost of printing prior to printing. The Union and the Employer shall share the cost of printing equally.

ARTICLE 31: TEMPORARY AND CASUAL EMPLOYEES

31.01 Except as modified by this Article, all provisions of this Collective Agreement apply to Temporary, and Casual Employees, except that Casual Employees shall not be entitled to benefits provided for in:

Article 12: Discipline, Dismissal and Resignation

Article 13: Seniority

Article 14: Appointments, Promotions, Vacancies (except as provided for in Article 31.01(i) below)

Article 15: Layoff and Recall

Article 16: Hours of Work

Article 17: Overtime

Article 19: Named Holidays (except as provided for in Article 31.01(ii) and (iii) below)

Article: 20: Vacation Entitlement (except as provided for in Article 31.01(iv) below)

Article 22: Leaves of Absence

Article 21: Sick Leave

Article 25: Employee Benefit Plans

Article 26: Pension Plan

(i) Casual Employees may apply on job postings pursuant to Article 14.

(ii) In lieu of Named Holiday pay, Casual Employees shall be paid, in addition to their Basic Rate of Pay, five percent (5%).

(iii) An Employee who works as scheduled or required on a Named Holiday shall be paid at the rate of one and one-half times (1 1/2X) their Basic Rate of Pay.

(iv) Casual Employees shall be paid, in addition to their Basic Rate of Pay, six percent (6%) of their Basic Rate of Pay in lieu of annual vacation. Casual Employees shall be allowed up to three (3) weeks off, without pay, for their vacation.

(v) Casual Employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of two thousand and twenty-two point seven five (2,022.75) regular hours of work, and a further increment on the satisfactory completion of each period of one thousand eight hundred and twenty-nine (1,829) regular hours of work thereafter until the maximum rate is attained.

31.02 Temporary Full-time or Temporary Part-time Employee shall be covered by the terms and conditions of this Collective Agreement, applicable to Full-time or Part-time Employees as the case may be.

(i) At the time of hire, the Employer shall state in writing the expected term of employment.

(ii) A Temporary Employee shall not have the right to grieve the termination of their employment when no longer required in that position or on completion of the expected term of the position.

(iii) The Employer shall to provide the group plans in Article 25.01 for all Temporary Employees hired to work for a position of six (6) months duration or longer and whose hours of work are equal to or greater than fifteen (15) hours per week averaged over the two (2) week pay period.

(iv) Temporary Part-time Employee whose hours of work average less than fifteen (15) hours per week over the two (2) week pay period, Temporary Employees hired for a position of less than six (6) months duration, and 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.

31.03 Change of Status

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

(i) salary increments;

(ii) vacation entitlement; and

(iii) seniority in accordance with Article 13.01.

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

ON BEHALF OF ALBERTA PRECISION LABORATORIES

[redacted]

DATE: October 15, 2021

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

DATE: October 19, 2021

SALARY SCHEDULE

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Driver	$19.67	$20.65	$21.69	$22.77	$23.91

LETTER OF UNDERSTANDING #1

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #8
(hereinafter referred to as the Union)

RE: EMPLOYEE MANAGEMENT ADVISORY COMMITTEE

WHEREAS the Parties have agreed to establish an Employee Management Advisory Committee (EMAC) to discuss matters of mutual concern;

NOW THEREFORE the Parties agree as follows:

1. Topics for discussion at EMAC meetings shall include:

   (a) GPS technology and it's application with APL logistics department;

   (b) the current processes for route updates.

2. The foregoing is not intended to limit other topics or issues that the Parties may identify as appropriate for discussion at EMAC meetings.

3. The initial meeting of the EMAC will be held within two (2) weeks following the date of ratification of this Collective Agreement and will include a discussion regarding finalizing terms of reference for the Committee.

ON BEHALF OF ALBERTA PRECISION LABORATORIES	ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES
[redacted]	
Tammy Hofer, Chief Operating Officer	John Wilson, National Representative
DATE: October 15, 2021	DATE: October 19, 2021

LETTER OF UNDERSTANDING #2

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), LOCAL 8
(hereinafter referred to as the Union)

RE: TRANSITIONAL PROVISIONS

The Parties agree to the following transitional provisions in moving to the first Alberta Precision Laboratories/Canadian Union of Public Employees, Local 8 Collective Agreement.

1. Article 21 - Sick Leave

Upon the implementation date of the benefits in Article 25.01 as per point number 2 of this Letter of Understanding, a sick leave bank shall be established for Regular Employees as follows:

(a) Regular Employees employed as of December 10, 2018:

Net Sick leave accrued as of December 10, 2018	XXXX.XX
Sick leave accrued from Dec 10, 2018 to implementation date [eleven point six two five (11.625) hours/month)	XXXX.XX
Less Utilization from December 10, 2018 to implementation date	(XXXX.XX)
Sick leave bank on implementation date [maximum Nine hundred and thirty (930) hours)	**XXXX.XX**

(b) Regular Employees employed following December 10, 2018

Sick leave accrued from hire date to implementation date ([eleven point six two five (11.625) hours/month)	XXXX.XX
Less Utilization from hire date to implementation date	(XXXX.XX)
Sick leave bank on implementation date	**XXXX.XX**

(c) Calculated sick leave bank cannot exceed nine hundred and thirty (930) hours.

(d) Monthly sick leave accrual for Part-time Employees is pro-rated based on full-time equivalency (FTE).

2. Benefits Plan Implementation

(a) Implementation of the benefits and coverage as per Article 25.07 shall occur on the first day of the third month following the date of ratification of this Collective Agreement.

(b) Previous benefits and coverage provided by APL will cease effective the date of implementation and any claims to be made for such coverage to the date of implementation must be submitted in accordance with the plan.

(c) Employees on a leave of absence, sick leave, LTD or WCB as at the implementation date shall continue to be covered by terms of those plans untilsuch time as they transition to the benefits under Article 25.01 by returning to work in the position held at the time the leave commenced or to a regular accommodated position as applicable.

ON BEHALF OF ALBERTA PRECISION LABORATORIES	ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES
[redacted]	
Tammy Hofer, Chief Operating Officer	John Wilson, National Representative
DATE: October 15, 2021	DATE: October 19, 2021

LETTER OF UNDERSTANDING #3

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 8
(hereinafter referred to as the Union)

RE: FLEXIBLE SPENDING ACCOUNT

1. Eligibility

A Flexible Spending Account (FSA) shall be implemented for all Regular Employees eligible for benefits in accordance with Article 25: Employee Benefit Plans.

2. Calculation

The FSA will be calculated as follows: Eight hundred and fifty dollars ($850.00) to be allocated to each eligible Full-time Employee and prorated for each eligible Part-time Employee based on their FTE as of the last day of the pay period immediately prior to December 1st (eligibility date) of each year.

3. Utilization

The FSA may be used for the following purposes:

(a) Reimbursement for expenses associated with professional development including:

(b) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.

(c) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in Article 31.01(b) and (c) of the Collective Agreement.

(d) Contribution to a Registered Retirement Savings Plan or a Tax-Free Savings Account administered by the Employer.

(e) Wellness expenses which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment.

(f) Family care including day care and elder care.

(g) Personal computing and mobile digital devices:

- Computers & related hardware
- Computer repairs & maintenance
- Electronic storage devices
- Internet services & internet devices
- Data storage devices (ipods, etc.)
- Printers & print cartridges
- Computer upgrades – ram or software for phone or computer
- Software
- Smart phones (including holders or cases)
- Smart phone repairs & maintenance
- Smart phone service plans
- Smart phone peripherals (chargers, cables, etc.)
- Smart phone applications

(h) Alternative Transportation:

- Bus passes
- Bus tickets

(i) Ergonomic Support:

- Ergonomic back support
- Ergonomic wrist support
- Ergonomic foot rest

4. Allocation

(a) Employees who are eligible for the FSA will make an allocation during the pay period immediately following December 1st for utilization of their FSA for the subsequent calendar year.

(b) Any unused allocation in an Employee's FSA as of December 31st of each calendar year may be carried forward for a maximum of one (1) calendar year.

(c) Employees who are laid off after January 1st in the year in which the funds are available, shall maintain access to the fund for the balance of that calendar year while on layoff.

(d) Reimbursement will be provided by the Employer upon submission of an original receipt.

5. Implementation

(a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.

(b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.

(c) The FSA shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

6. An Employee who terminates employment voluntarily and who within the same calendar year of termination commences employment with the same Employer or with another Employer signatory to this Collective Agreement, shall have their FSA maintained. It is understood that an Employee is only entitled to one (1) FSA within a calendar year.

This Letter of Understanding shall remain in force and effect in accordance with Article 1: Term of Collective Agreement.

ON BEHALF OF ALBERTA PRECISION LABORATORIES	ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES
[redacted]	
Tammy Hofer, Chief Operating Officer	John Wilson, National Representative
DATE: October 15, 2021	DATE: October 19, 2021