

Collective Agreement

between

ALS Canada Ltd.

and

Manitoba Government and General Employees' Union

Local 166

April 1, 2020 to March 31, 2024

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*All changes appear in **bold**.

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*All changes appear in **bold**.

This Agreement made this 26th day of May, 2021

between:

ALS Canada Ltd.

(hereinafter referred to as the “Employer”)

of the first part

and

Manitoba Government and General Employees’ Union

(hereinafter referred to as the “Union”)

Article 1 Interpretation

1:01 Wherever the singular or plural are used they shall be deemed to have the same meaning such as they, them, or their/s, to reflect gender neutrality throughout the agreement save articles directly related to maternity leave.

1:02 In this agreement, unless the contract otherwise requires, the expressions:

- (a) “Agreement” means this agreement which may be referred to as the ALS Canada Ltd. Agreement.
- (b) “Union” means the Manitoba Government and General Employees’ Union.
- (c) “Authorized overtime” shall mean overtime authorized by the employing authority and where the term “overtime” is used in this agreement, it shall mean “authorized overtime”.
- (d) “Class or class of position” means a group of positions involving duties and responsibilities so similar that the same or like qualifications may

reasonably be required for and the same schedule or grade of pay can be reasonably applied to, all positions in the group.

- (e) “Continuous service or continuous employment” means consecutive and contiguous days, weeks, months and/or years of employment with the Employer or where there has been no break in service involving termination of the employee. In the calculation of continuous service, any approved leave of absence with pay shall not affect continuous service and any authorized leave of absence without pay or a temporary or seasonal layoff while not considered a break in service, shall not be counted in the total continuous service (example: ten (10) years consecutive and contiguous service with six (6) months leave of absence without pay or six (6) months layoff = nine and one-half (9½) years of continuous service).
- (f) “Dismissal” means the removal for disciplinary reasons with just cause from a position of employment for just cause.
- (g) “Employer” means ALS Canada Ltd. (ALS).
- (h) **“Employee” means a person employed in a position in the bargaining unit.**
- (i) “Grade of pay, pay range or pay grade” means a series of rates of remuneration for a class that provides for a minimum rate, a maximum rate, and such intermediate rates if any as may be considered necessary to permit periodic increases in remuneration and as set out in this agreement.
- (j) “Increment” means the amount per annum provided as a rate of increase in the applicable salary payable to any eligible employee, which unless the context of the relevant approved pay range clearly indicates, may be granted annually on the applicable dates.

- (k) “Layoff” means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement.
- (l) “President” means the President of ALS Canada Ltd. or **their** designate.
- (m) “Position” means a position of employment with ALS Canada Ltd.
- (n) “Promotion” means a change of employment from one position to another having a higher maximum salary.
- (o) “Transfer” means the removal of an employee from a position in a class and appointing the employee to another position in the same class or to another position in a different class having the same maximum rate of pay.

1:03 Employment Categories

- (a) “Casual employee” mean an employee who normally works less than the full normal daily weekly or monthly hours of work, as the case may be, and whose work is irregular or non-recurring, or does not follow an ongoing pre-determined schedule of work on a regular and recurring basis.
- (b) “Part-time employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing pre-determined schedule of work on a regular and recurring basis.
- (c) “Regular employee” means an employee who carries out and occupies a continuing function with ALS Canada Ltd. and who has all the rights and privileges of permanent status.
- (d) “Student” means a term employee of ALS Canada Ltd., who is hired for limited summer term work on the understanding that **they** intend to return to school at the end of the season. Such employees will not establish seniority nor will they be eligible to compete in closed competitions for full or part-time jobs.

- (e) “Term employee” means:
- (i) An employee hired for a specific term of employment **and** may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event;
 - (ii) A student hired for a specified term of employment.

Article 2 Duration of Agreement

- 2:01** This Agreement shall become effective from and including April 1, **2020** and shall continue in effect up to and including March 31, **2024** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revisions and renewal is given by either party at least forty-five (45) days prior to but not more than one hundred eighty (180) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.
- 2:02** Where notice for revision of this Agreement is given under Article 2:01, the parties agree to meet and exchange proposals for the revision of the Collective Agreement at least thirty (30) days prior to the expiry date of the agreement. The parties shall within twenty (20) working days following receipt of the specific proposals for revision to the Agreement commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.
- 2:03** All additions, deletions, amendments and/or revisions from the previous agreement to this agreement shall be effective the first day of the bi-weekly pay period following the date of signing of this Collective Agreement unless otherwise specified.

Article 3 Amendment to the Salary Schedule

- 3:01** During the term of this Agreement, amendments to the Salary Schedule resulting from the introduction of a new classification or amendments to

Appendix “A” of the Agreement in respect of exclusions from the terms of this Agreement shall be determined through negotiation between the parties hereto.

- 3:02** If it is necessary for the purpose of recruitment or retention to effect an upward adjustment to the pay range of an established classification, the Employer shall consult with the Union and may amend the Salary Schedule to give effect to the required change. In no case shall such pay range be less than that already existing for the classification.

Article 4 Application of Agreement

- 4:01** The terms of this Agreement shall apply as herein stated to:

- (a) Regular full-time employees;
- (b) Term and temporary employees including students;
- (c) Part-time employees - the agreement shall apply effective the start of the bi-weekly pay period following the attainment of three hundred and four and one-half (304½) hours of accumulated service.

- 4:02** The terms of this Agreement shall not apply to:

- (a) Incumbents of positions excluded from the bargaining unit by MLB Certificate No. 6831;
- (b) Casual employees;
- (c) Commission sales positions;
- (d) Secretary to President & Director;
- (e) Canadian/National Quality Manager;
- (f) Human Resource Coordinator **or Generalist (no more than one);**
- (g) **Logistics Supervisor/Manager**

4:03 ALS Canada Ltd. recognizes the Union as the sole and exclusive bargaining agent for those employees within the bargaining unit as set out in Article 4:01 herein and as well such further classes of employees as may be agreed upon by the parties during the term of this Agreement.

Article 5 Term Employees

5:01 Where the employment of a term employee terminates at the end of a specific term of employment, then:

(a) The Employer shall not be required to give any notice or payment in lieu thereof;

(b) The employee shall not be required to give any notice of resignation.

5:02 Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the position is expected to continue, the Employer will convert the position and the employee to regular status.

5:03 An employee appointed to a term position shall be informed in writing as to the duration of the term. Failure to comply with the foregoing shall not in itself negate the employee's status as a term employee. Where an employee's term is to be extended, they will be informed in writing at least five (5) days prior to the expiry of their term as to the duration of the extension".

Article 6 Temporary Employee

6:01 Temporary employees will be paid according to the salary schedule of the classification they are hired into.

6:02 Temporary employees will accrue seniority separate from regular employees. This seniority will be considered for selection purposes as per Article 10, if the temporary employee applies for a term or permanent position with ALS Canada Ltd. If the temporary employee does not work with ALS Canada Ltd.

for a period of twelve (12) continuous months or more, their name will be removed from the temporary employee seniority list.

- 6:03** Only those provisions of the Collective Agreement in Articles 6:01 and 6:02 above will apply to temporary employees.

Article 7 No Discrimination

- 7:01** The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee **based on the protected grounds set out in the Provincial Human Rights Code and union activities..**

Article 8 Management Rights

- 8:01** All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegates or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 8:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

Article 9 Pay

- 9:01** An employee, other than an employee paid on an hourly or daily basis who does not work every working day in a biweekly pay period and by reason thereof is not entitled to be paid in an amount equal to a biweekly salary is entitled to be paid an amount equal to the daily rate of pay for the employee's position at **their** step multiplied by a number comprising the number of days actually worked in that period plus any leaves with pay in that period for which the employee is eligible. The daily rate of pay shall be calculated by multiplying the hourly rate of pay by the number of hours in a normal working day as indicated in the Agreement and rounding the result to the nearest cent. The biweekly salary shall be calculated by multiplying the hourly

rate of pay by the normal number of hours in a biweekly pay period as indicated in the Agreement and rounding to the nearest cent.

- 9:02** Where an employee is promoted to another position, the employee shall be paid at a rate of pay set out for that position in the Salary Schedule that is, if possible, one full increment more than the rate of pay the employee was being paid in the employee's former position.
- 9:03** Where, in special cases, the application of the general rules for placing an employee on a step of a pay range works an injustice or does not make adequate provision, ALS Canada Ltd. shall consult with the Union and may, following the personal recommendation of the President of ALS Canada Ltd. concerned, make such provisions as may be necessary to maintain equity and parity among salaries of incumbents of such positions within the pay range of the classification. Such provisions may take the form of salary rate assignment of incumbents to a proper and equitable step of the pay range of the classification of the position or to such a step of the pay range of the incumbent in the event that the pay range of the incumbent is lower than the pay range of the classification of the position.

Article 10 Retroactive Wages

- 10:01** (a) Retroactive pay adjustments for the period between the expiration of the previous agreement and the date of the signing of this Agreement shall apply to:
- (i) Employees who are in the employ of the Employer on the date of the signing of this Agreement;
 - (ii) Employees who have left the service during the above-mentioned period but who have retired or who have died in service;
 - (iii) Employees who have left the service during the above-mentioned period by reason of being laid off by the Employer;

- (iv) Term employees terminated at the end of a specific term of employment or after the completion of the specific job for which they were employed.
- (b) Upon written request to the Employer, within sixty (60) days of the date of the signing of this Agreement, retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall be made to employees who have resigned from the employ of the Employer.

Article 11 Recruitment and Appointment

- 11:01** All vacant positions will be posted internally and externally for a period of seven (7) **calendar** days **exclusive of any holidays listed in Articles 24:01 and 24:02.** Each internal posting will state the position, classification, salary range, qualifications and education required, hours of work and the final date and time for applications to be submitted.
- 11:02** Qualified internal applicants will be considered prior to external applicants being considered.
- 11:03** The selection of employees for vacant or new positions shall be on the basis of ability, prior work performance and seniority. Where ability and work performance are equal, seniority shall be the determining factor.
- 11:04** Preference for filling positions shall be as follows:
 - (a) Appointment of a person on a re-employment list;
 - (b) Promotion and transfer;
 - (c) Competition or transfer.
- 11:05** An employee who is notified that **they are** an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to the Employer. Such a request

shall be made within ten (10) days of receipt of the notification that the employee was an unsuccessful applicant.

Article 12 Medical Fitness

- 12:01** The Employer may require an employee to have a psychiatric examination and/or a physical examination by a duly qualified medical practitioner acceptable to the Employer.
- 12:02** The cost of any examination referred to in Article 12:01 will be paid by the Employer.

Article 13 Probation

- 13:01** Every person appointed to a position shall be on probation for a period of six (6) months or for such longer period as may be established by the Employer. Such period shall not exceed twelve (12) months in total. Where a period of probation in excess of six (6) months has been established, the employee shall be notified of the length of the probation period.
- 13:02** Where an employee's probation period has been established for a period of less than twelve (12) months the Employer, upon request of the department concerned, may approve an extension of the employee's probation period. Such extension when combined with the initial probation period shall not exceed twelve (12) months duration and the total shall be deemed to be the initial probation period.
- 13:03** An employee shall be notified in writing of any extension of the probation period under Article 13:02 prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a representative present.
- 13:04** Where an employee's probationary period has been established for a period of twelve (12) months no extension may be approved by the Employer.

- 13:05** (a) A new employee who is being rejected within the first ninety (90) days of employment is not entitled to notice or payment in lieu of notice;
- (b) An employee who is rejected after the first ninety (90) days of employment but still within the initial probation period shall be provided with two (2) weeks' notice or payment in lieu thereof;
- (c) An employee who is rejected after the first ninety (90) days of employment but still within the initial probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection;
- (d) The President of ALS Canada Ltd. or designate, shall hold a hearing to discuss the grievance with the employee's representative. The decision at Step 2 shall be final for such grievances.
- 13:06** Where an employee has been rejected during probation following a promotion within ALS Canada Ltd. upon such rejection, the Employer will relocate the employee to **their** former position or to a position comparable to the former position.
- 13:07** An employee shall not be required to serve a further probation period when:
- (a) The employee is promoted without competition as a result of reclassification of the employee's position;
- (b) The employee initiates a transfer to a position in the same classification involving similar duties and responsibilities;
- (c) The Employer initiates the transfer or demotion of an employee from one position to another for any reason.
- 13:08** An employee who is temporarily appointed to another position on an acting basis is not considered to be on probation. If the employee is subsequently promoted to that position, the period during which the employee was in acting status does not count toward the employee's probationary period.

Article 14 Conduct of Employees

14:01 Each employee shall observe standards of behaviour consistent with the employee's function and role as an ALS Canada Ltd. employee and in compliance with the terms of this Agreement and the most current version of ALS Canada Ltd. Code of Conduct **and the Respectful Workplace Policy..**

Article 15 Performance Appraisal

15:01 Performance appraisals on each employee will be done at least once every two (2) years.

15:02 Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. Employees shall have the right to place their own comments on the form where such space is provided and to append their comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment.

Article 16 Merit Increases

16:01 "Merit increase" means an increase in the rate of pay of an employee within the employee's pay range which may be granted in recognition of satisfactory service on the employee's anniversary date.

16:02 The anniversary date of an employee is the first day of the following pay period which follows the date on which the employee is employed in a position.

16:03 Where the pay range for an employee's classification permits, an employee shall be eligible for a merit increase twelve (12) months from the employee's anniversary date established in accordance with Article 16:02 provided the employee has accumulated one thousand eighty-six (1086) regular hours of work during that twelve (12) month period.

- (a) If an employee has not accumulated one thousand eighty-six (1086) regular hours during that twelve (12) month period and as a result has not received a merit increase, the employee is eligible for a merit increase at the employee's next subsequent anniversary date twelve (12) months hence. In order to be eligible the employee must have accumulated one thousand eighty-six (1086) regular hours during the preceding twenty-four (24) month period.
- (b) In a similar manner an employee who has not accumulated one thousand eighty-six (1086) regular hours over the preceding twenty-four (24) month period is eligible for a merit increase at the employee's next anniversary date following the accumulation of one thousand eighty-six (1086) regular hours.

16:04 Where an employee has been on maternity leave and/or parental leave and as a result of such leave(s) fails to be eligible for a merit increase under Article 16:03, the employee will be eligible for a merit increase on the first of the month following the date on which the employee accumulates the necessary regular hours of work. The effective date of the increase shall be the first of the bi-weekly pay period which includes the first of the month.

16:05 Notwithstanding that an employee is appointed to a position at a salary rate higher than the minimum salary applicable to the position, the employee is eligible for a merit increase on the employee's anniversary date.

16:06 The effective date for an employee's merit increase shall be the first day of the biweekly pay period which includes the employee's anniversary date. An employee must be in the classification on the employee's anniversary date in order that the merit increase shall take effect at the beginning of the biweekly period that includes the said anniversary date.

16:07 Where a merit increase is not granted to an employee on the employee's anniversary date:

- (a) The employee shall be notified of the merit increase denial on or before the applicable anniversary date. The employee shall be provided in writing with the reasons the merit increase was denied;
- (b) The merit increase may be granted to the employee on any subsequent monthly anniversary date which is not less than three (3) months from the employee's anniversary date. The effective date for such a merit increase shall be the first day of the biweekly pay period which includes the subsequent monthly anniversary date referred to:
 - (i) The employee may file a grievance at Step 2 of the grievance procedure. No grievance may be initiated where a merit increase is not granted to an employee under Subsection (b);
 - (ii) The employee is eligible for a merit increase at the employee's next anniversary date notwithstanding that the employee was granted a merit increase under Subsection (b).

Article 17 Disciplinary Action

- 17:01** An employee shall only be disciplined for just cause.
- 17:02** A hearing may be held with an employee prior to making a determination to suspend or dismiss the employee. The employee has the option to have a representative present.
- 17:03** Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating **they have** read it. Upon signing the employee shall receive a copy of such report.
- 17:04** Where disciplinary action has been taken, the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.

- 17:05** An employee may grievance disciplinary action according to the Grievance Procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the Grievance Procedure.
- 17:06** Disciplinary records, letter of direction, supervisory notes, etc. shall be removed after three (3) years where there has been no reoccurrence of the problem giving rise to the matter in the employees file.
- 17:07** The person or board to whom a grievance is made may:
- (a) Uphold the disciplinary action; or
 - (b) Vary the disciplinary action; or
 - (c) Determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).
- 17:08** No notice or payment in lieu thereof is required where an employee is dismissed.

Article 18 Resignations

- 18:01** An employee wishing to resign shall provide the employing authority with a written notice of resignation which shall specify the last day upon which the employee will perform **their** regular duties.
- 18:02** Subject to Article 18:04, where the last day on which an employee who has submitted a notice of resignation performs **their** regular duties precedes a Friday which, but for the fact that a holiday falls thereon, would be a regular working day, the employee shall be deemed to have voluntarily terminated **their** service on that Friday and shall be eligible for holiday pay for that Friday.
- 18:03** Employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation

shorter than the required two (2) weeks may only be given with the approval of the employing authority.

- 18:04** An employee may, with the approval of the employing authority, withdraw the notice of resignation at any time before the resignation becomes effective.

Article 19 Contracting Out

- 19:01** The Employer will give all reasonable consideration to continued employment in ALS Canada Ltd. of employees who would otherwise become redundant because work is contracted out.

- 19:02** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the following procedure shall apply:

- (a) The Employer will provide the Union with one hundred twenty (120) days' notice;
- (b) During the notice period, the parties shall meet to facilitate potential retraining and/or redeployment opportunities;
- (c) At the request of either party, the matter shall be discussed at Labour Management Committee.

Article 20 Technological Change

- 20:01** The Employer and the Union recognize that technological change can offer significant improvements in the quality and quantity of Employer services.

- 20:02** For purposes of this Article, technological change means the introduction of equipment or material into Employer operations which is likely to affect the security of employment of employees.

- 20:03** The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effectives on services to the public and employees.

- 20:04** Where the Employer intends to introduce technological change, the following procedures will be followed:
- (a) The Employer will provide the Union with one hundred eighty (180) days' notice prior to the date the change is to be effective;
 - (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
 - (c) Where retraining is to be provided, it shall be provided during the employees' normal working hours where possible;
 - (d) At the request of either party, an on-site technological change implementation committee shall be established at the work location(s) affected. The committee will consist of two (2) worker representatives and two (2) management representatives. The role of the committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.
- 20:05** The provisions of this Article are intended to assist employees affected by technological change and Sections 83, 84 and 85 of the Labour Relations Act do not apply during the term of this Agreement.

Article 21 Change of Work Headquarters

- 21:01** A change of work headquarters means that the ALS Canada Ltd. Environmental Winnipeg location is moved in its' entirely to a new city or town which requires the employee to change residence. If such a situation arises a minimum of ninety (90) days advance notice will be provided in writing to employees by ALS Canada Ltd.
- 21:02** Where an employee(s) has accepted relocation in Article 21:01 that involves a change in residence by the employee(s), a committee consisting of three (3) ALS Canada Ltd. management representatives, the Union stewards and the Union representative will meet to determine reasonable relocation amounts to be offered to each employee. The total amount an employee is eligible for

must be based on a reasonable amount agreed to by the Employer and the employee.

- 21:03** Where such notice has been given to an employee and the employee is unable to relocate, every reasonable effort will be made to place the employee in another suitable position within ALS Canada Ltd.
- 21:04** Where an employee with one (1) or more years of continuous service is unable to relocate, the employee shall be subject to layoff. If the employee has not been offered another suitable position within one (1) year from the date of layoff, the employee shall be permanently laid off and shall be eligible for severance pay in accordance with Article 23.
- 21:05** For purposes of interpretation of this Article, where the term “suitable position” is used it means a position which the employee is reasonably qualified for and able to perform and which is in a location that would not require a change of residence by the employee.
- 21:06** In the event a satellite or depot being established outside of Winnipeg employee relocation will be on a volunteer basis.

Article 22 No Lay Off

- 22:01** Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, an employing authority determines that a layoff(s) is necessary, the Employer shall determine the classification(s) from which the layoff(s) are to take place.
- 22:02** Subject to this Article, the Employer shall determine the group of employees concerned within each classification from which employees are to be laid off.
- 22:03** The group of employees concerned shall then be divided, where applicable, into three (3) subgroups as follows:
- Subgroup (1) - term employees with two (2) or more years of continuous service;

- Subgroup (2) - regular **and part time** employees with less than four (4) years of continuous service;
- Subgroup (3) - regular **and part time** employees with four (4) or more years of continuous service.

- 22:04** Within the group of employees concerned, layoffs shall take place in descending subgroup order. In determining the order of a layoff within a subgroup, seniority shall be the determining factor provided the qualifications of the employees are relatively equal. This Article is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 22:05** An employee in subgroup (3) shall not be laid off while there are employees in subgroups (1) and (2) in the same classification within the department. This provision is subject to the employee having the qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 22:06** When there are no employees in subgroups (1) and (2), employees in subgroup (3) may be laid off. In this case, the group of employees concerned shall be all employees in the same classification within ALS Canada Ltd.
- 22:07** Where the layoff(s) of employee(s) in subgroup (3) is necessary, the employing authority shall provide the Union with written notice not less than forty (40) days prior to the date of lay-off(s). The parties shall then meet to discuss the steps to be taken to assist the employees affected.
- 22:08** Except where specifically provided, this Article does not apply to the lay-off of:
- (a) Term employees at the end of a specific term of employment;
 - (b) Term employees with less than two (2) years of continuous service.

- 22:09** Where an employing authority is laying off an employee, notice of layoff or pay in lieu thereof will be given in accordance with the following:
- (a) Where a term employee is being laid off at the end of a specific term of employment or after the completion of a job for which the employee was specifically employed, no notice of layoff is required;
 - (b) Four (4) weeks' notice will be provided to:
 - (i) Regular employees;
 - (ii) Term employees with one (1) or more years of continuous service.
 - (c) Two (2) weeks' notice will be provided to term employees with less than one (1) year of continuous service.
- 22:10** The Union will be provided a copy of layoff notices issued to:
- (a) Regular employees;
 - (b) Term employees with two (2) or more years of continuous service.
- 22:11** Term employees with less than two (2) years of continuous service shall be considered for layoff prior to the layoff of employees in the subgroups specified in Article 22:03.
- 22:12** Where employees have been laid off, the department shall not use casual employees to do the work of the laid off employees except:
- (a) Where the laid off employees are not available for work; or
 - (b) In emergency situations.
- 22:13** Where an employee, including a term employee, alleges that the employee's lay-off has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the third step of the procedure.
- 22:14** For purposes of this Article, "qualifications" refers to education, knowledge, training, skills, experience, aptitude and competence. "Ability" refers to

mental and physical capability. The employing authority, in making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable and non-discriminatory manner. The onus of proof rests with the employing authority in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be required to perform.

- 22:15** Where the temporary lay-off of an employee in subgroup (3) is necessary, Articles 22:05, 22:06 and 22:07 do not apply. For purposes of this Article, a “temporary layoff” is defined as less than three (3) months duration. Employees shall return to their positions upon expiry of such layoff. This Section applies only to situations identified in separate Memoranda of Agreement between the parties.
- 22:16** Employees who are laid off shall be placed on a re-employment list for a period of twelve (12) months from the effective date of the layoff.
- 22:17** The Employer shall maintain a re-employment list for all employees covered by this Article who are laid off on other than a temporary basis. A copy will be provided to the Union on request.
- 22:18** Employees who are placed on a re-employment list shall be called back to their positions in reverse order of layoff in the classification from which the employee was laid off.
- 22:19** An employee who is on the re-employment list must:
- (a) Report any change of address email, cell phone or home phone number to the Employer without delay;
 - (b) If called back, respond to the call back within seven (7) days of receipt of notification of call back. Notice of recall shall be made by registered mail to the last known address filed by the employee;

- (c) Return to work within fourteen (14) days of receipt of notification of call-back or such other date as may be agreed upon between the employee and the department;
- (d) Except for good and sufficient reasons, accept a call-back in accordance with this Article or be deemed to have resigned.

22:20 A term employee who has been employed in the same position for one (1) or more years of continuous service and who is laid off or whose term expires shall be placed on an employment availability list by the Employer for a period of one (1) year. During this period, the employee shall be considered for re-employment to the position if it is to be refilled.

22:21 Employees on a re-employment list may be offered re-employment to other positions within the service.

22:22 An employee who accepts another position may be placed on a trial period of not more than six (6) months duration. An employee who is found to be unsuitable during this trial period will be returned to the appropriate re-employment list for the greater of six (6) months or the remainder of the employee's twelve (12) month period on the re-employment list. An employee found to be unsuitable may grieve the decision commencing at Step 3 of the grievance procedure. The decision at Step 3 may be arbitrated.

22:23 If a regular employee accepts a term position as a result of re-employment, the employee's status as a regular employee shall be maintained. On the expiry of the term, the employee will be permanently laid off, or remain on the re-employment list for the remainder of the twelve (12) month period if applicable.

22:24 Upon return to the workplace from layoff, during the re-employment period, the employee will be credited with the accumulated sick leave credits at the time of layoff up to a maximum of the annual sick leave entitlement.

Article 23 Severance Pay

- 23:01** (a) In the case of retirement, employees must provide ALS Canada Ltd. with twelve (12) weeks written notice in order to be eligible to receive the severance benefits.
- (b) Employees who attains the age of fifty-five (55) years with nine (9) or more years of continuous service are terminated as a result of retirement or death shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one (1) weeks' pay for each completed year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay.
- 23:02** Where an employee in the employee's ninth year of continuous service fails to complete nine (9) years continuous service as a result of retirement or death, the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in the employee's ninth year divided by twelve (12) months.
- 23:03** Employees with three (3) or more years of continuous employment whose services are terminated as a result of permanent layoff shall be paid severance pay in the amount of one (1) weeks' pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-two (22) weeks' pay.
- 23:04** Where an employee in the employee's third year of continuous service fails to complete three (3) years continuous service as a result of permanent layoff, the employee shall be paid severance pay on the basis of three (3) weeks' pay multiplied by the factor of the number of complete months service completed in the employee's third year divided by twelve (12) months.
- 23:05** The rate of pay referred to in this Article shall be determined on the basis of the last regular biweekly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent layoff or death.

23:06 In the case of employees eligible for severance pay who are on standby or temporary layoff at the time of retirement, permanent layoff or death, the weekly hours shall be, the normal weekly hours of work in effect for the classification of the employees at the time of the retirement, permanent lay-off or death.

Article 24 Holidays

24:01 (a) The following holidays shall be observed by ALS Canada Ltd:

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

(b) For calculation purposes holidays shall be observed as indicated below:

- (i) For all non-shift employees, where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on the following Monday.
- (ii) Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.

24:02 (a) In recognition of Easter Monday employees will be entitled to:

- (i) Take Easter Monday as a statutory holiday; or
 - (ii) Take an alternate day off as a statutory holiday in lieu of Easter Monday.
- (b) ALS Canada Ltd. will be open on Easter Monday. Management will determine the minimum number of staff required to remain open.
- (c) Employees who take an alternate day under Article 24:02(a)(ii)

- (i) Are required to give management reasonable notice to use their alternate day. Such requests will not be unreasonably denied.
 - (ii) Employees who take an alternate day must do so within one (1) month of Easter Monday.
- (d) If an employee is called in on their statutory holiday Article 24:07 will apply.
 - (e) ALS Canada Ltd. shall be closed at one o'clock in the afternoon (1:00 p.m.) on December 24 when that day falls on Monday through Friday. This day shall be considered a full working day for purposes of calculation.
 - (f) Where the ALS Canada Ltd. requires an employee to work a regular work day on December 24 when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half (1/2) day of compensatory leave with pay to a maximum of four (4) hours.

24:03 An employee is entitled to regular pay for a holiday on which the employee does not work provided the employee:

- (a) Did not fail to report for work after having been scheduled to work on the day of the holiday;
- (b) Has not absented themselves from work without the consent of ALS Canada Ltd. on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.
- (c) **For employees whose hours of work or wages vary, general holiday pay is calculated at five percent (5%) of the gross wages (not including overtime) in the four (4) week period immediately before the holiday.**

24:04 Notwithstanding Article 24:03 (b) an employee who is on an approved leave of absence without pay at the time of the holiday shall be entitled to receive

their regular pay for the holiday provided that the employee received pay for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.

- 24:05** If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in Article 24:03 does work on the holiday, the employee shall be paid wages equivalent to one and one-half times (1½x) the employee's regular rate for the time worked on that day.
- 24:06** Subject to Article 24:07, and subject to the call-out provisions as provided in this Agreement, an employee who is required to work on the holiday when it is observed on the employee's day of rest shall receive, in addition to the regular holiday pay to which the employee may be entitled:
- (a) Employees shall receive overtime compensation based on double time (2x) the employee's regular rate of pay for all overtime worked on the holiday. Such overtime compensation is in lieu of the overtime compensation to which the employee would otherwise be eligible.
- 24:07** (a) An employee who is entitled to pay for a holiday and who works on a holiday when it is the employee's regularly scheduled working day shall, in addition to the regular pay, be compensated at the rate of time and one-half (1½x) for all regular hours worked on the holiday, or be granted compensatory leave for such hours worked at the rate of one and one-half (1½) hours for each additional hour worked. Employees shall be entitled to add to their regular annual vacation a maximum of five (5) days accumulated compensatory leave, and any additional compensatory leave shall be granted at the discretion of ALS Canada Ltd. Any overtime hours worked on the holiday shall be compensated on the same basis as set out in Article 24:06 (a).
- (b) Subject to Article 24:07 (c), the accumulated compensatory leave referred to in Article 24:07 (a) above shall be taken in the vacation year in which it is earned.

- (c) ALS Canada Ltd. may allow accumulated compensatory leave in lieu of statutory holidays to be carried forward to the next vacation year.
- (d) In the event that an employee is terminated, the accumulated compensatory leave in lieu of statutory holidays shall be paid out at the final rate in effect for the employee during the year in which the statutory holidays were worked.

24:08 An employee who leaves the employ of the Employer shall receive pay in lieu of the compensatory leave that has not been granted.

24:09 Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.

Article 25 Vacation

25:01 All employees covered by this Agreement are entitled to a paid vacation, the length of which will be calculated, based on the hours worked by each employee, notwithstanding Article 25:04.

- (a) Vacation hours will begin to accrue on the day the employee is hired.
- (b) Vacation hours will accrue on all regular hours worked, paid sick time, paid compassionate leave, paid jury duty and paid vacation hours.
- (c) For the purposes of determining vacation accrual rates only, the actual date of hire will be used as the anniversary date.
- (d) Any increase in accrual rates will take effect on the first day of the pay period after the employee's vacation anniversary date.
- (e) The total vacation hours accrued will be displayed on the employee's pay stubs each pay period.
- (f) Vacation credits will accrue based on the table below:

Length of Service	Percentage of vacation accrued based on hours worked	Ex: Annualized vacation based on full-time work
Less than 7 years service	5.77%	15 days
Beginning at the start of the 7th year of service	7.69%	20 days
Beginning at the start of the 14th year of service	9.62%	25 days
Beginning at the start of the 21st year of service	11.54%	30 days

25:02 Requests for vacation time must be submitted on the appropriate form and approved by the employee's manager. The employer based on operational requirements will determine if the requested vacation will be approved. All approvals must be signed and returned to the employee within two (2) weeks following the submission of the time off request.

Vacation once approved shall not be changed unless mutually agreed upon by the employee and the Employer.

- (a) New employees must work and accrue vacation hours for at least three (3) months before being eligible to take paid vacation leave.
- (b) In the employment period of three (3) to twelve (12) months, vacation leave may only be taken at the discretion of the Department Manager.
- (c) With the approval of the Employer, vacation leave up to a maximum of thirty-seven and one-half (37 ½) hours may be granted in advance of accruing the necessary vacation hours to a full-time employee.
- (d) With the exception of the conditions referred to in Article 25:02(c), vacation leave may not be taken in advance of when it is accrued.
- (e) The Employer may authorize vacation to commence on any day.

- (g) With Management approval, employees are permitted to accumulate vacation beyond their annual entitlement, provided that the accumulated vacation hours do not exceed twice their annual entitlement.
- (h) The Employer may authorize an employee to take vacation leave in two (2) or more periods.
- (i) The Employer, if it finds it necessary, may require an employee to take vacation leave in two (2) or more periods. Normally any such periods shall not be less than one (1) week in length.

25:03 Where an Employer has been unable to schedule part or all of an employee's vacation and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize payment in lieu of vacation. Such pay shall not be subject to benefit premium deductions and Group RRSP contributions. An employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry over such vacation leave in accordance with Article 25:02(g).

25:04 Subject to the requirements of personnel, vacation leave shall be rotated regardless of seniority of employment.

25:05 Upon termination of employment all vacation hours accrued but not used will be paid to the employee on their final pay cheque.

25:06 Where for any reason other than death, an employee leaves ALS Canada Ltd. after having been granted more vacation leave than the employee has earned in accordance with this Agreement, the amount owing to the employer will be deducted from the employee's final pay cheque.

25:07 Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits and/or accumulate compensatory leave in the form of compensation at the rate that the employee accrued the vacation credits.

Article 26 Sick Leave

- 26:01** At the beginning of each fiscal year (April 1), employees shall have ten (10) sick days placed in their sick leave bank.
- 26:02** Sick leave for employees with less than one (1) year of service will be calculated on a prorated basis.
- 26:03** At the end of each fiscal year (March 31), employees' sick leave bank shall be converted to zero (0).
- 26:04** The Short Term Disability Plan shall apply as per the agreed to benefit package.
- 26:05** The Long Term Disability Plan shall apply as per the agreed to benefit package.
- 26:06** Employees with five (5) or more years of seniority shall be allowed to carry over unused sick leave credits from year to year, to maximum of five (5) days, for the purpose of covering off the Short Term Disability waiting period.

Article 27 Workers Compensation

- 27:01** When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury incurred in the course of the employee's duties, the employee may elect to be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of net salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers Compensation allowances, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted. Net salary shall be as determined by the Workers Compensation Board.
- 27:02** Notwithstanding Article 27:01, an employee's pay may only be "topped up" by ten percent (10%) of net salary.

- 27:03** If at any time it is decided by the Workers Compensation Board that the additional amount in Articles 27:01 or 27:02 must be offset against benefits otherwise payable by the Workers Compensation Board, then such additional amount shall not be payable.
- 27:04** Where an employee is absent due to injuries or disabilities for which compensation is paid under the Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but to the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurs.
- 27:05** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 27:06** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of ALS Canada Inc. if it is not covered by a medical plan.

Article 28 Bereavement Leave

- 28:01** An employee shall be entitled to bereavement leave of four (4) working days without loss of salary in the event of a death of an employee's immediate family. Per the employee's request, one (1) of these days shall be reserved for a later date in order to attend a service or internment. Immediate family is defined as father, mother, brother, sister, spouse, child, step-parents, step-child, step-brother, step-sister, grandchild or ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 28:02** An employee shall be entitled to bereavement leave of three (3) working days without loss of salary in the event of the death of an employee's grandparent, grandparent in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law,

mother-in-law, father-in-law, or grandchild, or child of spouse or common law partner.

- 28:03** An employee shall be entitled to bereavement leave of one (1) working day without loss of salary in the event of the death of an employee's aunt or uncle.
- 28:04** An employee who is entitled to bereavement leave under Article 28:01 and 28:02 during vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted.
- 28:05** Provided an employee has not received bereavement leave for the death in question, an employee shall be entitled to bereavement leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer or mourner.
- 28:06** An employee shall be entitled to additional bereavement or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance.

Article 29 Family Related Leave

- 29:01** An employee shall be entitled to up to five (5) days of leave with pay in each fiscal year to be granted on the recommendation of ALS Canada Ltd. as follows and charged against the employee's sick leave credits:
- (a) The leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work;
 - (b) The family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time;
 - (c) The amount of leave is intended to cover the period until appropriate alternative arrangements can be made.

Article 30 Maternity Leave

30:01 An employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B but not both.

30:02 Plan A

In order to qualify for Plan A, a pregnant employee must:

- (a) Have completed seven (7) continuous months of employment with the Employer.
- (b) Submit to ALS Canada Ltd. an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

30:03 An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 30:02 (c); or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 30:02 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician and recommendation by ALS Canada Ltd.

- 30:04** (a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period.
- (b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under Article 30:04(a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

30:05 **Plan B**

Effective:

- (a) The biweekly pay period following the date of signing; and
- (b) Limited to maternity leaves commencing on or after that date, the provisions of Plan B will come into effect.

30:06 In order to qualify for Plan B, a pregnant employee must:

- (a) Have completed seven (7) continuous months of employment with the Employer;
- (b) Submit to the Employer an application, in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- (d) Provide the Employer with proof that she has applied for Employment Insurance benefits and that **Service Canada** has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 18, Employment Insurance Act.

- 30:07** An applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:
- (a) She will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following her return to work; and
 - (b) If she does not take parental leave as provided in Article 32, she will return to work on the date of the expiry of her maternity leave; and
 - (c) If she does take parental leave as provided in Article 32, she will return to work on the date of the expiry of her parental leave; and
 - (d) Should she fail to return to work as provided above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- 30:08** At the employee's request, the Employer may authorize an employee who has received maternity leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.
- 30:09** An employee who qualifies is entitled to maternity leave consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 30:06 (c); or
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 30:06 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.
- 30:10** During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the SUB plan as follows:

- (a) For the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
- (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive ninety-three percent (93%) of her weekly rate of pay;
- (c) All other time as may be provided under Article 30:09 shall be on a leave without pay basis.

30:11 During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long-service vacation and long-service sick leave entitlement.

30:12 Sections 36(1.1) through 36(11) inclusive of the Employment Standards Act respecting maternity leave shall apply “mutatis mutandis”.

Article 31 Adoptive Parent Leave

31:01 An employee shall be granted one (1) day leave with pay to attend to needs directly related to the adoption of a child. At the employee’s option, such leave shall be granted on the day of, or the day following the adoption.

Article 32 Parental Leave

32:01 In order to qualify for parental leave, an employee must:

- (a) Be the natural mother of a child; or
- (b) Be the natural **parent** of a child or **they** must assume actual care and custody of **their** newborn child; or
- (c) Adopt a child under the law of a province.

32:02 An employee who qualifies under Article 32:01 must:

- (a) Have completed seven (7) continuous months of employment, and

(b) Submit to the employing authority an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

32:03 An employee who qualifies in accordance with Articles 32:01 and 32:02 is entitled to parental leave without pay for a continuous period of up to **sixty-three (63)** weeks.

32:04 Subject to Article 32:05, Parental Leave must commence **prior to the seventy-eight week (78) after** the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

32:05 Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

Article 33 Compassionate Care Leave

33:01 Employees shall have the right to take an unpaid leave of absence in order to attend to the needs of a member of their immediate family who is terminally ill. The following conditions apply:

- (a) The employee must make a satisfactory written request to receive the leave.
- (b) The maximum length of leave allowed will be three (3) months.
- (c) The employee may not be assigned to the same position upon their return to work.

Article 34 Bridging of Service

34:01 A regular employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the employing authority, shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and

longer service vacation entitlement benefits as defined in this Agreement and based on service seniority.

The following conditions shall apply:

- (a) The employee must have accumulated at least four (4) years of continuous service at the time of resigning;
- (b) The resignation itself must indicate **that** the reason for resigning **is for the purposes of raising dependant children;**
- (c) The break in service shall be for no longer than **four (4) years and the employee must not have engaged in outside employment with another employer;**
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period;
- (e) Upon successful completion of the probationary period, the employee will be credited with the accumulated sick leave credits at the time of the resignation up to a maximum of **five (5)** days.

Article 35 Loss Of or Damage to Personal Effects

- 35:01** (a) Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft of or damage to personal effects or clothing other than damage to clothing that occurs as a result of an accident, normal wear and tear excepted.
- (b) Employees suffering loss of, theft of, or damage to tools, equipment, personal effects or clothing incurred when they are away from their normal place of work while on a business or field trip may claim compensation only for such items as are necessary in day-to-day living in the course of their employment away from their normal place of work.

- (c) No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft or damage to the employee's tools, equipment or personal effects, or for luxury items.
- (d) Every claim for compensation made pursuant to Subsections (a) and (b) will be considered by the Employer, for approval, and the claim shall indicate:
 - (i) The name of the claimant, position classification, normal place of work and type of work the position entails;
 - (ii) Identification as to category - loss, theft, damage - and full particulars as to when and how the loss, theft or damage took place, with any other relevant particulars;
 - (iii) Justification for the claim in accordance with Subsection (a) and (b) of this Article;
 - (iv) A certification by the claimant that all items lost, stolen or damaged are not covered by any form of insurance.
- (e) Payment of claims approved by the Employer shall be paid at full replacement cost or cost of repair.

Article 36 Health and Safety

- 36:01** The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all ALS Canada Inc. operations and that these activities require the combined efforts of the government, employees and the Union.
- 36:02** The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.

- 36:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety, rules, practices and procedures.
- 36:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect **their** safety and health and the safety and health of any other persons who may be affected by **their** acts or omissions at work.
- 36:05** The parties recognize the importance of establishing a Workplace Health and Safety Committee to enhance the ability of employees and managers to resolve health and safety concerns.

It is recognized that the initiative in requesting the establishment of a Workplace Health and Safety Committee may come from the Employer and/or the employees in the workplace and/or the Union.

- 36:06** The parties agree to the establishment of a Workplace Health and Safety Committee in workplaces where it is deemed necessary having regard for:
- (a) The number of employees in the workplace;
 - (b) The type of work performed in the workplace and the degree of hazard involved;
 - (c) The complexity of the workplace operations, and the size, location and nature of the workplace.
- 36:07** Where it is not deemed appropriate to establish a Workplace Health and Safety Committee in a workplace, the parties may agree to the designation of a Workplace Health and Safety representative who may, in conjunction with a management representative, perform the duties of a committee.
- 36:08** Where it is deemed appropriate to establish a Workplace Health and Safety Committee in a workplace, the following shall apply:
- (a) The size of the Committee shall be determined taking in account the factors listed in Article 36:06. The number of employee representatives

should not be less than two (2) or more than six (6). The number of management representatives may be less than or equal to the number of employee representatives on a committee.

- (b) Each party shall elect or appoint its representatives to a committee freely and without interference.
- (c) Committee members shall have a term of office of one (1) year and members are eligible for re-election or re-appointment.
- (d) Committees shall have two (2) co-chairpersons, one (1) chosen by and from the management representatives and one (1) chosen by and from the employee representatives. The co-chairpersons shall alternate the function of chairing the meetings of the committee and may participate fully in the deliberations and discussions of the committee.
- (e) Committees shall meet regularly at intervals to be determined by the committee but normally not less than once in each calendar quarter.
- (f) Except for the calling of special meetings, there shall be at least seventy-two (72) hours prior notice of the calling of committee meetings.
- (g) Efforts should be made to schedule committee meetings, functions or duties during the employee's work time but if this is not possible, meetings may be held during an employee's off duty hours. Employee representatives who are members of a Workplace Health and Safety Committee and who are scheduled to meet during off duty hours shall be compensated at straight time rates or at the employee's option be granted time off in lieu for time spent in such meetings, functions or duties.
- (h) The quorum for meetings shall consist of one-half ($\frac{1}{2}$) of the management members and one-half ($\frac{1}{2}$) of the employee members.
- (i) The Employer shall provide a prominent place where information relating to health and safety subjects may be posted. Information posted shall include:

- (i) The names of all committee members and their terms of office;
 - (ii) The scheduled meeting dates of the committee;
 - (iii) The agenda for each meeting;
 - (iv) The minutes of the previous meeting;
 - (v) Informational and educational materials which have specific relevance to the safety and health of employees in that workplace.
- (j) Minutes of all committee meetings are required. Minutes shall consist of matters relating to the receipt and disposition of safety and health concerns. The minutes shall be signed by both chairpersons. Where there is a disagreement as to the accuracy or content, either party may so note the disagreement and place their comments on the minutes prior to signing. When the minutes are signed by both co-chairpersons, the management co-chairperson shall retain the original for the records of the committee, forward a copy to the Workplace Safety and Health Division, post a copy as provided in Subsection (i) above and forward a copy to members of the committee.
- (k) Any material addressed to the committee shall be distributed as soon as practicable by the person receiving same to the other committee members.

36:09 The objectives of the Workplace Health and Safety Committee include:

- (a) Assisting employees identify, record, examine, evaluate and resolve health and safety concerns in the workplace;
- (b) Developing practical procedures and conditions to help achieve health and safety in the workplace;
- (c) Promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in each individual workplace.

- 36:10** Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the supervisor shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.
- 36:11** (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to **their** safety or health in the performance of the employee's work, the employee shall immediately report that condition to **their** supervisor and follow the hazard concern/incident reporting procedure.
- (b) The supervisor upon being notified under (a) above shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a health and safety committee at the workplace, the co-chairpersons may be asked to participate.
- (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Health and Safety Division without delay.
- (d) If the employee refuses to work because of **their** belief that the condition is dangerous, the employee must be available to perform other work assigned.
- 36:12** Where an employee has refused to perform work in accordance with Article 36:11, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal, if known.
- 36:13** Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Articles 36:10 and 36:11.
- 36:14** Disciplinary action shall not be taken against any employee solely for the reason that the employee:

- (a) Made a report under Article 36:11; and
- (b) Refused to work or continue to work under the conditions described under Article 36:11 provided a Safety and Health Officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to **their** safety or health.

36:15 Where an employee wilfully takes unfair advantage of the provisions described in Article 36:10, the employee may be subject to disciplinary action up to and including suspension or dismissal.

Article 37 Uniforms and Protective Clothing

37:01 Where the Employer determines that uniforms and protective clothing are required in the performance of the employee's duties, such uniforms and protective clothing shall be provided to the employee.

37:02 Where uniforms and protective clothing are supplied, the Employer agrees to furnish, replace or repair such clothing when damaged in the performance of the employee's duties.

37:03 Where an employee is required, as a condition of employment, to provide and wear approved safety footwear during the course of the employee's regular duties, the employee will be eligible for an allowance of fifty-five dollars (\$55) once per fiscal year to help offset the cost to the employee or purchasing approved safety footwear. The allowance will be paid under the following conditions:

- (a) The safety footwear purchased must be approved by the Canadian Standards Association (CSA); and
- (b) Satisfactory proof of purchase must be provided by the employee; and
- (c) The employee must have purchased safety footwear specifically for employment with the Employer; and

- (d) To be eligible to receive the allowance, an employee must work five (5) consecutive work days.

37:04 Notwithstanding any other provisions of this Agreement, where an employee disputes the provision of protective clothing and footwear in accordance with this Article, the employee may file a grievance in accordance with the Grievance Procedure. The decision at Step 2 shall be final for such grievances.

Article 38 Microscopes

- 38:01** (a) An employee who is required to work at a Microscope for fifty percent (50%) or more of the normal work week shall, upon request, have **their** eyes examined by an Optometrist once per year. ALS Canada Ltd. will refund the cost of the examination or tests where not covered by a medical plan up to a maximum of one hundred dollars (\$100).
- (b) Employees may be required to document work related use.

Article 39 Union Business

- 39:01** Leave of absence to attend to Union business shall be granted to employees under the following conditions:
- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to **their** immediate supervisor who shall forward the request to the employing authority for approval. The Union will also provide a copy of the written request to the Director of ALS Canada Ltd.
 - (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three (3) working days' notice, the request shall be considered and shall not be unreasonably denied.

(c) Where such leave of absence has been granted, the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absence.

39:02 For time spent with ALS Canada Ltd. representatives during negotiations of the Agreement, the Union will be allowed to have no more than three (3) employees present at each bargaining session, two of whom will be on a time-off with pay basis and one on wage recovery.

39:03 The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The employing authority or designate shall have the right to refuse to post or remove the posting of any information.

39:04 On the orientation date a Union Representative shall be provided with the opportunity to meet with newly hired employees for up to twenty (20) minutes. For groups of five (5) or more employees, the Union Representative shall be provided with up to thirty (30) minutes.

Article 40 Rights of Stewards

40:01 “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.

40:02 The Employer recognizes the Union’s right to select stewards to represent employees.

40:03 The Union shall determine the number of stewards and the jurisdiction of each steward having regard to the plan or organization, the distribution of employees at the workplace and the administrative structure implied by the grievance procedure.

- 40:04** The Union agrees to provide the Employer with a list of stewards and any subsequent changes. The Union shall provide appropriate identification for stewards.
- 40:05** Stewards and employees shall not conduct Union business during their working time unless of an urgent nature.
- 40:06** The duties of the stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 40:07** For complaints of an urgent nature, a steward shall first obtain the permission of **their** immediate supervisor before leaving work to investigate such complaint with the employee and supervisor concerned. Such permission shall not be unreasonably sought or withheld. On resuming **their** normal duties, the steward shall notify **their** supervisor.
- 40:08** When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtain approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the steward and employee shall notify their supervisor(s).

Article 41 Union Security

- 41:01** Employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the biweekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the biweekly pay period, following the date the employee is covered under the terms of this Agreement.
- 41:02** The Employer shall forward to the Union the amount of the dues deduction under Article 41:01 above on a biweekly basis per each applicable biweekly pay period system.

- 41:03** The Employer shall provide the Union on a biweekly basis per each applicable biweekly pay period system, the names of the employees from whose wages dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.
- 41:04** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 41:05** Notwithstanding any other provision in this Agreement, the Employer shall, not later than ninety (90) days preceding the expiry of this Agreement, furnish in written form to the Union the following, shown by component and by classification groupings:
- (a) The name of each employee;
 - (b) The classification of each employee;
 - (c) The current rate of pay of each employee.

Article 42 Labour/Management Consultation Committee

- 42:01** The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of ALS Canada Ltd.
- 42:02** The Committee shall be composed of equal representation from the Employer and the local Union with the total committee representation not to exceed four (4) members, unless mutually agreed otherwise. The local Union committee may at any time have a representative from the Manitoba Government Employees' Union participate.
- 42:03** The Committee shall meet as and when required at a mutually agreeable time upon written notice being given by either party. An agenda will be prepared by the calling party and shall be submitted five (5) working days prior to the meeting taking place.

42:04 The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Article 43 Grievance Procedure

43:01 The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.

43:02 A grievance is defined as a complaint in writing concerning:

- (a) The application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
- (b) The dismissal, suspension, demotion, written reprimand or appeals to open competition or reclassification of an employee.

43:03 Notwithstanding Article 43:02, an employee may complain or grieve on any unsatisfactory working condition up to and including Step 1 of the grievance procedure. The decision at Step 1 shall be final for such grievances.

43:04 (a) Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have widespread application affecting a number of employees and where as a result the Union deems it impractical that each affected employee grieve separately, the Union shall have the right to present a group grievance on those matters as defined in Article 43:02 (a). A group grievance shall be presented within twenty (20) working days following the date upon which the employee(s)

were notified orally or in writing or on which the employee(s) first became aware of the action giving rise to the grievance.

- (b) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy grievance. Where such a grievance is initiated by the Union, it shall be presented to the Director of ALS Canada Ltd. Where such a grievance is initiated by the Employer, it shall be presented to the President of the Manitoba Government Employees' Union. In all cases the grievance shall be presented within twenty (20) working days from the date of the action giving rise to the grievance.
- (c) Where the parties fail to resolve a grievance under Article 43:04 (a) or 43:04 (b), either party may refer the grievance to Arbitration. It is agreed and understood that grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.
- (d) Notwithstanding Article 43:06 a grievance filed under Article 43:04 (b) shall not require the signature of an employee.

43:05 If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. If management fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

43:06 Wherever possible, the grievance shall be presented on the official grievance form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance related to an Article

of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the official grievance form or for failure to quote the Article in the dispute.

43:07 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail or courier.

43:08 An employee has the right to representation by a Union representative at any step of the grievance procedure.

Step 1

- (a) Within twenty (20) working days after the date upon which the employee was notified orally or in writing or on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the Director.
- (b) The Director shall sign for receipt of the grievance and shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.
- (c) The Director may discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.

Step 2

- (a) If the grievance is not resolved satisfactorily at Step 1, the employee shall submit the same grievance and the redress requested to the President or designate of ALS Canada Ltd. within fifteen (15) working days of the receipt of the decision at Step 1.

- (b) The President or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen (15) working days of receipt of the grievance.
- (c) For those grievances defined in accordance with Article 43:02, the President or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.

Step 3

A decision of the President or designate may be submitted to Arbitration in accordance with Article 44 Arbitration Procedure, depending upon the nature of the grievance and providing the category of the grievance is such as is defined in Article 43:02. The decision of the **Arbitrator** shall be final and binding for all such grievances. Union approval must first be obtained before the matter is submitted to Arbitration.

Prior to applying for arbitration, the parties may elect to mediation upon mutual agreement as an alternative dispute resolution mechanism. Participation in mediation by either party is completely voluntary. Participation in mediation is not binding and either party retains the right to proceed to arbitration failing a satisfactory resolution. Any discussions by the parties or recommendations of the mediator shall be made without prejudice to any further proceedings and the parties agree that the mediator is not a compellable witness in any arbitration hearing.

Each party shall pay one-half (1/2) of the fees and expenses of the mediator if there is a cost associated.

- 43:09** Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.
- 43:10** Subject to Article 13:05, the rejection of an employee on probation is grievable up to Step 2. The decision at Step 2 is final and binding.

43:11 Subject to Article 43:08 Step 3, an employee or the Union may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the Employer. An employee may abandon a grievance by not processing it within the prescribed time limits.

Article 44 Arbitration Procedure

44:01 Unresolved grievances or disputes concerning only those matters set forth below shall be submitted to arbitration in accordance with the procedure set forth in this Article:

- (a) Grievances concerning the application, interpretation or alleged violation of an Article of this Agreement;
- (b) Grievances concerning the application, interpretation or alleged violation of a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
- (c) Grievances concerning dismissal, suspension, demotion or a written reprimand or appeals to open competitions, reclassification of an employee.

44:02 The procedure for arbitrating grievances shall be the procedure as set forth below:

- (a) Where a difference arises between the parties hereto relating to a subject matter as outlined in Article 44:01, either of the parties may, within twenty (20) working days from the receipt of the decision at Step 2, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notification, when initiated by the Union, shall be made directly to the President of ALS Canada Ltd. and shall set forth the issue in dispute for referral to the **Arbitrator**.
- (b) The notice referred to in Article 44:03(a) shall so state:
 - (i) The parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.

- (ii) Where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit **a request to the Manitoba Labour Board for the appointment of a single Arbitrator** in accordance with Article 44:02 (c) within ten (10) working days.
- (c) Where the matter is submitted to **arbitration**, the **Arbitrator** shall commence hearings within ten (10) working days of the matter being submitted to the **Arbitrator** and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the **Arbitrator**.
- (d) The **Arbitrator** shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- (e) The **Arbitrator** may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the **Arbitrator** deems requisite to the full investigation and consideration of the matters referred to it.
- (f) The **Arbitrator** shall submit a report on the findings and the decision of the Board within fourteen (14) days following the completion of the hearing to the parties.
- (g) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (h) The **Arbitrator** shall not have the power to add to, subtract from or modify or alter in any way the provisions of this Agreement.
- (i) The **Arbitrator** shall expressly confine itself to the issue submitted to **arbitration**, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to **arbitration**..

- (j) Where the **Arbitrator** determines that an employee has been dismissed or otherwise disciplined by an employing authority for cause and provided the Collective Agreement does not provide a specific remedy or penalty for the cause of the dismissal or disciplinary action, the **Arbitrator** may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the **Arbitrator** deems just and reasonable under the circumstances.
- (k) The expenses incurred by and in respect of an **Arbitrator** shall be paid as follows:
 - (i) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the **Arbitrator**..
 - (ii) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the **Arbitrator**.
 - (iii) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the **Arbitrator** on behalf of that party.

Article 45 No Harassment

45:01 The Employer and the Union agree that there shall be no discrimination, **bullying** or harassment **on any grounds** prohibited under The Human Rights Code **inclusive on activity in the union, Workplace Safety and Health Act, and the ALS Respectful Workplace Policy**. All provisions of the Code and the regulations made thereunder shall be applicable to the Employer, the Union and members of the Bargaining Unit.

Article 46 Reclassification Procedure

46:01 An employee who is of the opinion that their position is improperly classified may submit an “Employee Originated Request for Reclassification”.

46:02 Step 1

The employee may submit the request to the Director together with the following:

- (a) A current position description;
- (b) The job classification being requested and reasons why that classification is appropriate;
- (c) Any other information in support of the request.

The Director would have ten (10) working days following receipt of the request to reply.

46:03 Step 2

Where the employee considers the Director's reply unsatisfactory or where no reply is received within the prescribed time limits, the employee may forward a copy of the request to the President of ALS Canada Ltd. within ten (10) working days.

The President will have twenty (20) working days following receipt of the request to reply.

46:04 Step 3

Where no reply is received within the time limits prescribed, or where the employee considers the President's response unsatisfactory, the employee may, with the approval of the Union, proceed to arbitration.

46:05 The time limits prescribed in this Article may be extended by mutual agreement of the employee and the party designated to respond.

Article 47 Errors and Omissions Insurance

47:01 The Employer shall provide and pay for Errors and Omissions Insurance which shall include no less than the current insurance coverage which provides a maximum coverage of two million dollars (\$2,000,000).

Article 48 Employee Files

- 48:01** Upon the written request of an employee, all Personnel Records of that employee shall be made available for the employee's full examination. Such examination shall be in the presence of a representative of the Employer. The employee has the option to have a representative present.
- 48:02** An employee may request a copy of specific documents on the employee's file. This provision shall not be unreasonably requested or denied.

Article 49 Seniority

- 49:01** "Seniority" means the length of service with ALS Canada Ltd. as defined in this Article provided such service has not been broken by termination of the employee.

Seniority is defined in the list posted by ALS Canada Ltd. on April 1 of each year. Any discrepancies to the posted seniority list must be brought to the attention of ALS Canada Ltd. within 20 working days of the posting.

The Employer will provide a copy of the seniority list to the local Union President on April 1 of each year.

- 49:02** Seniority shall include only the following:
- (a) Regular paid time.
 - (b) Periods of Workers Compensation.
 - (c) Periods of Maternity Leave.
 - (d) Periods of Parental Leave.
 - (e) Approved educational leave to a maximum of one year.
 - (f) Any sick leave without pay necessary to satisfy the elimination period of the Long-Term Disability Plan.

- (g) Leaves without pay to a maximum accumulation of twenty (20) working days in a calendar year.

49:03 An employee will lose all seniority when the employee:

- (a) Resigns.
- (b) Retires.
- (c) Is dismissed and not reinstated.
- (d) Dies.
- (e) Is permanently laid off.
- (f) Is terminated at the expiry of the employee's term of employment.
However, this Article does not apply to a term employee who has been employed on a full-time basis for twenty-four (24) continuous months and who is re-employed within twelve (12) months of the expiration of the employee's term of employment.

49:04 Separate seniority lists will be prepared by April 1 based on service up to and including December 31 of the previous year. The lists will be posted at ALS Canada Ltd.

49:05 Separate Seniority lists will be prepared for the following types of employees by classification groupings in the order of seniority:

- (a) Regular;
- (b) Term.

49:06 Grievances concerning the calculation of seniority must be filed at Step 1 of the grievance procedure within twenty (20) working days of the date the discrepancy was brought to the attention of the employer.

Article 50 Part-time Employees

50:01 The calculation of benefits for part-time employees covered by this Agreement will be as set out in Appendix "A".

Article 51 Hours of Work (Part A)

51:01 This Article applies to all employees who were hired prior to April 26, 2009.

51:02 Employees hours of work are thirty-seven and one-half (37½) hours per week, they shall work seven and one half (7½) consecutive hours per work day, and thirty-seven and one half (37½) hours per week exclusive of lunch breaks.

51:03 All employees will remain on their current work schedule; this work schedule will remain in effect unless by mutual agreement a different work schedule is selected.

(a) Where it is necessary to provide service on Saturday and Sunday, sufficient staff for that purpose shall be maintained on a rotational basis at the discretion of the Employer.

51:04 Normal office hours shall be between 8:00 a.m. and 5:00 p.m. from Monday to Friday inclusive.

51:05 Shifts may be staggered between the hours of 7:00 a.m. and 11:00 p.m. where it is necessary to provide service to the public.

51:06 Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day, at such time as may be specified by the head of the department.

51:07 Any variations to a work day or work week other than those described in the Article shall only be instituted with the mutual consent of the parties to this agreement.

51:08 Where the Employer determines that it may be necessary to provide service to the public on Sundays, they will consult with the Union to show the need to establish guidelines for Sunday work.

Article 52 Hours of Work (Part B)

- 52:01** This Article applies to all employees who were hired after April 26, 2009.
- 52:02** Employees hours of work are thirty-seven and one half (37½) hours per week, they shall work seven and one-half (7½) consecutive hours per work day, and thirty-seven and one-half (37½) hours per week exclusive of lunch.
- 52:03** Employees may be scheduled to work any days within the week as long as they receive two (2) consecutive days of rest.
- 52:04** Normal office hours shall be between 8:00 a.m. and 5:00 p.m.
- 52:05** Shifts may be staggered between the hours of 7:00 a.m. and 11:00 p.m. where it is necessary to provide service to the public.
- 52:06** Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day, at such time as may be specified by the head of the department.
- 52:07** Any variations to the hours of work other than those described in the Article shall only be instituted with the mutual consent of the parties to this Agreement.

Article 53 Overtime

- 53:01** The sections within this Article dealing with compensation for overtime shall apply only to those employees who are in a classification listed in Appendix "D".
- 53:02** Any manager of ALS Canada Ltd. may require employees to work overtime.
- 53:03** An employee who is required to work overtime on a regular work day is entitled to compensation at one and one-half times (1½x) for all overtime worked after eight (8) hours in a day.
- 53:04** (a) Employees who work Monday to Friday are entitled to one and one-half times (1½x) for Saturday and two times (2x) on Sunday for all hours worked.

- (b) Employees who work Tuesday to Saturday where it is necessary to provide service to the public are entitled to two times (2x) on Sunday and one and one-half (1½x) on Monday for all hours worked.
- (c) The above shall apply unless any of the above days mentioned in (a) and (b) are declared a Statutory Holiday then two times (2x) shall apply for all hours worked.

53:05 An employee, if called out or scheduled to work overtime shall receive for the work, compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.

53:06 **The employee shall have the following options with respect to payment of eligible overtime:**

- (a) Shall be compensated by paying the employee for all time worked at the applicable overtime rate for all eligible overtime;**
- (b) Granting the employee the equivalent time off in lieu of payment on all overtime worked in excess of nine (9) hours in a day or any overtime worked pursuant to Articles 53:04 and 53:05.**

53:07 Where an employee has chosen to receive time off in lieu of overtime payment **in increments of one (1) hour or greater**, arrangements in respect thereof shall be completed to the mutual satisfaction of the employee and the Employer or other authorized supervisory official.

53:08 Where mutual agreement has not been reached **by the first pay period in June and the first pay period in December**, the employee shall receive payment **of all overtime banked** and such payment shall be made at the rate of pay in effect for the employee at the time when the overtime was worked.

53:09 (a) Any overtime up to one hundred twenty-five (125) hours in a fiscal year will be banked or paid out subject to mutual agreement between the

employee and the Employer. Where agreement is not reached, the Employer will determine whether pay or banked time will be granted.

(c) Any overtime beyond one hundred twenty-five (125) hours will be banked or paid out at the employee's discretion.

53:10 When overtime has been authorized, it shall be distributed as equitably as possible to those employees qualified to perform the work in the classification and department where the overtime is required. When there are no volunteer employees, such duty may be offered to qualified employees outside of the classification and/or department.

Article 54 Compensatory Leave

54:01 Where an employee **has elected not to receive** overtime **pay** as set out in this Agreement has been designated by an authorized supervisory official to work overtime, the employee shall accumulate compensatory leave at the rate of one (1) hour for each hour worked.

54:02 Accumulated compensatory leave shall be granted on the basis of either:

(a) Equivalent time off without loss of pay; or

(b) Payment at straight time hourly rates.

54:03 Such time off under Article 54:02 (a) shall be taken at a time mutually agreeable to the employee and the Employer or authorized supervisory official.

54:04 Where arrangements under Article 54:02 are not made within sixty (60) days from the start of the biweekly pay period in which the overtime was worked, the employee shall receive payment at straight time hourly rates based on the rate of pay at which the employee was being compensated when the overtime was worked.

54:05 Where an employee referred to in Article 54:01 above is called out or scheduled to work overtime, such employee shall receive for the work a

minimum of three (3) hours compensatory leave provided that the period of overtime worked is not contiguous to **their** scheduled working hours. A meal break shall not be regarded as affecting contiguity.

Article 55 Shift Premium

- 55:01** An employee who works a shift where half or more of the hours are worked between 6:00 p.m. and 11:00 p.m., the employee shall receive a shift premium of one dollar and seven cents (\$1.07) per hour for hours worked in addition to **their** regular pay.
- 55:02** An employee who works a shift where half or more of the hours are worked between 11:01 p.m. and 6:00 a.m. shall receive a shift premium of two dollars and fourteen cents (\$2.14) per hour for hours worked in addition to **their** regular pay.
- 55:03** The shift premium shall not be included in the calculation of overtime payments, sick leave payment, vacation pay, or any other benefits.

Article 56 Weekend Premium

- 56:01** An employee shall receive one dollar and seven cents (\$1.07) per hour for all regular hours of work or portions thereof on a Saturday or Sunday.
- 56:02** An employee who works overtime will only be eligible for weekend premium if the employee is replacing another employee who would have received the weekend premium if the employee being replaced had worked.
- 56:03** The weekend premium shall not be included in the calculation of overtime payments, sick leave payments, vacation pay or any other employee benefits.

Article 57 Court Leave

- 57:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a

leave of absence with pay for up to three weeks. All jury or witness fees received by the employee shall be remitted to ALS Canada Ltd.

- 57:02** Should an employee be summoned or subpoenaed for matters occasioned by **their** work during off duty hours, the employee shall receive applicable overtime rates in accordance with Article 53 of this Agreement.

Article 58 Acting Status

- 58:01** Where an employing authority or designate directs an employee employed in one position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for ten (10) or more consecutive working days the duties and responsibilities of that other position, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked, the employee shall, unless appointed or promoted to some other position, revert to **their** original position and be paid at the rate of pay for **their** original position that the employee would be paid if the employee had never held the temporary appointment.
- 58:02** For purposes of interpretation of this Article, the “duties and responsibilities” under this Article means the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent has been replaced.

Article 59 Staff Development

- 59:01** The parties recognize the desirability of ongoing staff development in joint responsibilities to support employees in their endeavour.
- 59:02** Educational leave policy shall be as set forth from time to time through the Labour/Management Consultation Committee.

Article 60 Group Registered Retirement Savings Plan

- 60:01** The Employer and employees have agreed to a defined contribution, Group Registered Retirement as a term and condition of employment.
- 60:02** (a) The employees shall contribute minimum six percent (6%) of payroll on a biweekly basis.
- (b) The Employer shall contribute five percent (5%) of payroll on a biweekly basis:
- and thereafter unless the parties negotiate changes to the rates.
- 60:03** Employees who are eligible, as per the criteria listed below, are required to participate in the Plan:
- (a) Permanent employees of the ALS Canada Ltd.;
- (b) Term employees with eight (8) months of service.

Article 61 Profit Sharing

- 61:01** In the event that profit sharing is reintroduced, the Employer agrees to negotiate the implementation with the MGEU.

Article 62 Longevity

- 62:01** Each employee who has been at the maximum step in their classification for a continuous period of five (5) years, shall be granted a longevity increment which will be an amount equal to two percent (2%) of their biweekly salary in the applicable classification. Such increment will be granted only once in each classification.

Article 63 Benefit Package

- 63:01** The Employer shall provide a benefit package (outlined in Appendix B) to employees who meet the eligibility criteria detailed in Article 64:02.

The benefit program and premium payments are as follows:

	<u>Benefit Premium</u>	<u>Premium Payments</u>
1.	Extended Health Plan	50% employee - 50% employer
2.	Dental Plan	50% employee - 50% employer
3.	Short-term Disability Insurance	50% employee - 50% employer
4.	Long-term Disability Insurance	50% employee - 50% employer
5.	Basic Life and Dependent Life Insurance	50% employee - 50% employer
6.	Accidental Death & Dismemberment Insurance	50% employee - 50% employer
7.	Employee Assistance Program	50% employee – 50% employer

63:02 Employees eligible to participate in the benefit package are:

- (a) Regular full-time employees, that have completed three (3) months service;
- (b) Term employees that have completed eight (8) months consecutive service;
- (c) Part-time employees, who have completed three hundred **four and one-half (304.5)** hours of service;

63:03 Benefit Package Coverage:

- (a) All benefit coverage will remain equivalent to the benefit coverage summarized in Appendix “B” and detailed in the current policy 15231 Class 102 Plan for the duration of this Agreement.
- (b) The dental plan will be based on the current dental fee guidelines for each year of the Agreement.

63:04 The employer will determine which insurance company will provide the benefit package.

- (a) Calculation of premium rates will be based on the ALS Canada Ltd. employee base and ALS Canada Ltd. utilization history.

63:05 Any changes made to the benefit package shall be as agreed to between the parties to this agreement.

63:06 An employee who is on an approved leave of absence due to illness, maternity leave, parental leave, long-term disability, short-term disability or workplace injury or illness leave(s) may qualify for the benefit program and payment of benefit premiums based on the following:

(a) Eligibility

To be eligible for the employee benefit program while on an approved leave, an employee must be an active participant in the employee group benefit program prior to their last day of work.

(b) Length of Coverage

The employer will continue to pay its employer share of the benefit premiums for a maximum for fifty-two (52) weeks after the employee's last day at work.

(c) Employee Responsibilities

While on an approved leave of absence the employee continues to be responsible for payment of their employee portion of the benefit premiums.

(1) Payments can be made as follows:

- (i) Postdated cheques
- (ii) Lump sum payment
- (iii) Payroll deduction from the employee's last pay cheque

(2) Payment arrangements must be made, whenever possible, prior to the employee's last day of work.

- (i) To arrange for premium payments, the employee is responsible for contacting the ALS Canada Ltd.

Administration Officer and/or their Human Resource Representative in advance of their leave.

(d) Termination of coverage due to lack of payment:

- (1) Employees are required to pay their benefit program premiums in advance or on the first day of each month. It is the employee's responsibility to pay their benefit program premiums and maintain their account.
- (2) If the employee fails to pay their portion of the benefit program premiums, benefit program coverage will be terminated.
 - (i) When the employee is in arrears by more than thirty (30) days, they will be contacted by the employer and asked to make immediate payment.
 - (ii) If the employee's account falls into arrears of ninety (90) days or greater, their benefit coverage will be terminated immediately.
- (3) The employer will make reasonable attempts to contact the employee if the employee fails to pay their benefit program premiums in a timely manner. If however, the employer is unable to contact the employee, the employer will cancel benefit coverage due to lack of payment by the employee.
 - (i) The cancellation date of benefit coverage will be consistent with the last payment received by the employee.

Example: If the employee's last premium payment was January, the last day of coverage would be January 31.

Article 64 Privately Owned Vehicles

- 64:01** An allowance for the use of privately owned vehicles, for travel on ALS business, when authorized by the Director shall be paid in accordance with the posted ALS Canada Ltd. reimbursement rate.
- 64:02** The posted per kilometre rate is listed on the ALS Canada Ltd. expense form.
- (a) Rates may be adjusted throughout the year.
 - (b) At no time will the kilometre reimbursement rate be less than thirty-eight (38¢) cents per kilometre.
 - (c) All claims for reimbursement must be submitted on the posted expense report form and approved by a manager prior to the employee receiving a reimbursement.

Article 65 Annual Discretionary Bonus Program

- 65:01** ALS Canada Ltd. employees will be eligible to participate in the **annual discretionary** bonus program offered by ALS Canada Ltd. each year. As this program is national in scope, it may be changed, or eliminated at the discretion of the executive management team of ALS Canada Ltd.

Article 66 Inclement Weather

- 66:01** If an employee is unable to attend work due to bad weather conditions and there are actual blizzard conditions, as declared by Environment Canada or the Employer, or due to road closures as declared by the policy agencies or the Department of Highways, staff shall not be paid for such work missed. However, upon the employee's return, a written request will be submitted **they** will be allowed to use banked time in lieu of overtime, banked statutory holiday or accrued vacation time.

Notwithstanding the above, the employee will make every effort possible to advise management of their inability to attend work prior to the start of their shift.

Article 67 Prescription Safety Glasses

- 67:01** This article allows for the provision of prescription safety eye glasses for ALS Canada Ltd. employees.
- 67:02** Employees are eligible for reimbursement of prescription safety eye glasses if they meet the following eligibility criteria:
- (a) Employees must be classified as a regular full-time employee and have completed three (3) months of employment;
 - (b) Casual or term employees are eligible after completing 1,950 hours of employment;
 - (c) An employee must work in one (1) of the Laboratory Sections a minimum of fifty percent (50%) of their work day (on average).
- 67:03** (a) If employees meet the criteria listed in Article 68:02, ALS Canada Ltd. will cover the eligible costs of prescription safety eye glasses once every twenty-four (24) months.
- (b) Costs covered are limited to the “included” expenses as outlined in the Occupation Vision Plan - Authorization Form (forms are available from the ALS Canada Ltd. Human Resources Department). Costs over and above the “included” amounts will be the sole responsibility of the employee.
- 67:04** Employees supplied with prescription safety glasses equipped with side shields **MUST** use them while working in designated areas and are responsible for taking good care of them. Loss or damage to the glasses is the responsibility of the employee.
- 67:05** For all employees who are not eligible for prescription safety eye glasses, ALS Canada Ltd. will provide a pair or “over-the-glasses” (OTG) safety glasses that meet CSA standards.
- 67:06** Procedures

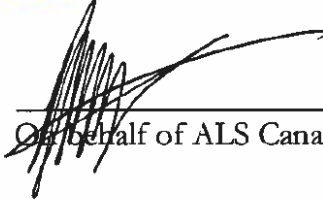
- (a) Employees must request an Occupational Vision Plan - Authorization Form and information package from Human Resources. The employee must take this form to a participating Provincial Optometrist. A list of participating Optometrists is included in the information package.
- (b) To obtain safety glasses, an employee must have a valid prescription (i.e.: a prescription - two [2] years old). If the employee does not have a valid prescription, an eye examination will be required.
- (c) For employees who participate in the ALS Canada Ltd. Benefit Plan, the cost of an eye examination may be covered (please refer to the most recent benefit plan booklet for coverage details). Any extra costs will be the sole responsibility of the employee.

IN WITNESS hereof the undersigned have set their hands for, and on behalf of, ALS Canada Ltd. and Manitoba Government and General Employees' Union.

Signed this 28 day of May, 2021.


On behalf of ALS Canada Ltd.


On behalf of Manitoba Government
and General Employees' Union


On behalf of ALS Canada Ltd.


On behalf of Manitoba Government
and General Employees' Union


On behalf of ALS Canada Ltd.


On behalf of Manitoba Government
and General Employees' Union

Appendix “A”: Application of Benefits to Part-time Employees

Definitions

1:01 “Accumulated service” means the equivalent length of service acquired by an employee by virtue of **their** employment.

e.g.: Seven and one-half ($7\frac{1}{2}$) hours work equals one (1) day of accumulated service. Thirty-seven and one-half ($37\frac{1}{2}$) hours work equals one (1) week of accumulated service.

(a) For purposes of accumulated service, overtime hours are not included.

(b) Accumulated service must be continuous service, i.e. there must have been no break in service involving termination of the employee.

1:02 “Calendar service” is based on continuous service with the Employer. e.g. one (1) year of continuous employment equals one (1) year of calendar service.

Application

2:01 This Agreement applies to part-time employees effective the first of the biweekly pay period following the attainment of three hundred **four and one half (304.5)** hours of accumulated service.

Management will determine whether an employee is part-time or casual in accordance with Section **1:03**. The parties agree to make an effort to resolve any problems which may occur as to whether an employee is part-time or casual. The matter may be referred to Arbitration for resolution. The decision of Arbitration shall be final.

Conversions

3:01 A part-time employee who is converted to casual is covered by the Collective Agreement effective the date of the employee’s conversion.

- 3:02 A casual employee who is converted to part-time status must meet the service requirement set out in Article 4.
- 3:03 Where a part-time employee who has been covered by the Collective Agreement has been converted to casual employment and is subsequently reconverted to part-time employment with no break in service, the period of casual employment shall be treated as service time.

General Principles

- 4:01 Where a benefit is to be pro-rated for a part-time employee, it will be calculated so that if two (2) part-time employees were sharing a full-time position, the total cost to ALS Canada Ltd. of that benefit is no greater than the cost of having the position filled by a full-time employee.
- 4:02 In pro-rating a benefit, the factor used shall be determined by totalling the number of regularly scheduled hours the employee has worked in the preceding eight (8) weeks and dividing by three hundred (300). E.g.: 7.5 hours x 8 weeks x 5 days.

$$\text{Pro-rating factor} = \frac{\text{number of regularly scheduled hours the employee worked in the preceding eight (8) weeks}}{300}$$

Benefits

- 5:01 Part-time employees will only be eligible for the benefits specifically identified in this Section.
- 5:02 Holidays
- (a) An employee will be eligible for pay for a holiday on which the employee does not work provided the employee:
- (i) Did not fail to report for work after having been scheduled to work on the day of the holiday; and

- (ii) Has not absented **themselves** from work without the consent of the employing authority on **their** regular working day immediately preceding or following the holiday unless the employee's absence is by reason of established illness.
 - (b) Where an employee is eligible for holiday pay or time in lieu, the employee shall receive an amount calculated by multiplying the regular daily working hours for the employee's classification times the pro-rating factor.
 - (c) Where the employing authority required an employee to work a full shift, i.e. seven and one-half (7½) as a regular work day on December 24 when that day falls on Monday through Saturday inclusive, such employee shall be entitled to one-half (½) day of compensatory leave with pay to a maximum of four (4) hours.
- 5:03 Vacation as per Article 25.
- 5:04 Sick Leave as per Article 4:02 and Article 26.
- 5:05 Bereavement Leave, **Parental Leave**, Adoptive Parent Leave, Court Leave
- (a) These types of paid leave will be pro-rated by multiplying the number of days the employee would qualify for by the pro-rating factor.
 - (b) In the case of Parental Leave without pay, an employee is eligible for the full calendar time benefit.
- 5:06 Maternity Leave
- (a) Part-time employees are eligible for Maternity Leave as set out in Plan A & B in the Collective Agreement.
 - (b) To qualify for Maternity Leave, calendar service is used; i.e.: nine (9) months.
 - (c) An employee who qualifies is eligible for the full calendar time leave provided under the Agreement.

- (d) The application of ten (10) sick days leave towards the EI waiting period will be based on the number of days available in the employee's sick leave bank.

5:07 Workers Compensation

An employee who is eligible for Workers Compensation may use accumulated sick leave to supplement Workers Compensation in order that the employee's regular take-home pay is maintained. The regular take home pay shall be based on the average of the previous eight (8) weeks prior to becoming eligible for Workers Compensation.

5:08 Bridging of Service

Calendar service shall be the basis for determining the eligibility for this benefit; i.e.: four (4) years.

5:09 Severance Pay

Accumulated service is the basis for meeting the minimum service requirement (i.e. three [3] or nine [9] years) and for the calculation of severance pay. E.g.: ten and one-half (10¹/₂) years accumulated service multiplied by one (1) weeks pay equals ten and one-half (10¹/₂) weeks of severance pay.

5:10 Notice of Layoff, Resignation or Termination

- (a) The period of notice required to be given by the employee or the Employer is the same as that applicable to full-time employees.
- (b) Pay in lieu of notice shall be calculated by multiplying the number of weeks' notice by the pro-rating factor.

5:11 Merit Increases

Eligibility for merit increases will be based on calendar service provided the employee has received pay for at least four hundred thirty (430) hours exclusive of overtime.

5:12 Overtime as per Article 53.

5:13 Shift Premium as per Article 55.

5:14 Probation

(a) The period of probation is based on calendar service.

(b) Notwithstanding any provision of the Collective Agreement, this period may be extended by the employing authority for any reason provided twelve (12) months' probation is not exceeded.

5:15 Seniority

Seniority is based on accumulated service.

5:16 Layoff

Accumulated service is used for purposes of layoff.

5:17 Benefit Program as per Article 64.

Appendix “B”: Benefit Package Summary

<u>Benefit</u>	<u>Overview</u>
Basic Life Insurance	<ul style="list-style-type: none"> • 2x annual earnings to a maximum of \$200,000
Dependent Life Insurance	<ul style="list-style-type: none"> • \$10,000 spouse • \$5,000 each child
Long Term Disability	<ul style="list-style-type: none"> • Calculation: 66.67% of 1st \$3,750; 60% of the next \$3,750; 40% of the remainder of monthly earnings • Benefit maximum \$6,000 • Elimination Period: 119 days • Maximum Benefit Period: Age 65 • Definition of Disability: 24 month own occupation • Tax Status: Taxable • Premium is paid fifty percent (50%) by the employee and fifty percent (50%) by employer
Short Term Disability	<ul style="list-style-type: none"> • Benefit Amount: 66.7% of weekly earnings • Benefit Maximum: \$1,250 • Elimination Period: <ul style="list-style-type: none"> ○ Hospital: 1st day ○ Accident: 7th day ○ Sickness: 7th day • Maximum Benefit Period: 17 weeks • Tax Status: Taxable
Extended Health Care	<ul style="list-style-type: none"> • Coverage is 100% for Vision, Hospital & Out of Country; 80% all other eligible expense • Out of Country Travel Insurance: \$2,000,000 maximum • Paramedical: \$350 per calendar yearly max per specialty

Benefit**Overview**

- Nursing Services: \$3,000 per calendar year
 - Eye Exam: \$100 per 24 months for adults and per 12 months for children
 - Vision Care: \$300 per 24 months for adults and per 12 months for children
 - Orthopedic Shoes and Orthotics combined: \$200 per calendar year
- Dental Care Coverage
- Basic & Preventative Services: 80% (\$1,500 per year maximum)
 - Major Services: 50% (\$1,500 per year maximum)
 - Orthodontic Services: 50% (\$1,500 lifetime maximum)
- Drug Plan
- \$25,000 per annum limit on prescription medication.

Appendix “C”: Meals and Miscellaneous Expenses

Eligibility for Claims

- 1:01 Expenses must be accompanied by receipts.
- 1:02 (a) Major travel expenses (airfare, hotels, car rentals) will be charged directly to ALS Canada Ltd. where possible.
- (b) If it is not possible to charge major expenses directly to ALS Canada Ltd., employees may request an accountable advance, provided reasonable notice is given to request advance.
- 1:03 Breakfast - An employee is expected to have had breakfast before the start of the day’s work, even though some travel may be necessary before the recognized starting time. Exceptions occur to this pattern and cost of breakfast may be claimed when:
- (a) The employee is in travel status; or
- (b) The employee has been traveling for more than one (1) hour on ALS Canada Ltd. business before the recognized time for the start of the employee’s days’ work.
- 1:04 Lunch - An employee is expected to make arrangements to provide or purchase luncheon, or the mid-day or mid-shift meal. For many employees, either because of lack of facilities in the area of work or for general convenience or economy, lunch is carried to work rather than purchased. Exceptions to this pattern, when cost of lunch may be claimed, occur when:
- (a) The employee is in travel status; or
- (b) The employee is away from **their** normal place of work and outside the headquarters area which would cause the employee to disrupt **their** normal mid-day or mid-shift meal arrangements.

The inability of the employee to return to **their** home or residence does not constitute grounds for claim for the cost of a purchased meal.

1:05 Dinner - An employee may only claim for the cost of a dinner meal when:

- (a) The employee is in travel status; or
- (b) The employee has been traveling on ALS Canada Ltd. business and is not expected to arrive back to the employee's residence before 7:30 p.m. where a meal break is not taken.

An extension of working hours at the normal place of work is covered under Article 3 - Meal Allowances During Overtime Work. No other meal claims except as provided in this Article shall be paid.

Meal Expenses - Travel Within the Province

2:01 An employee who is eligible may claim the actual cost of purchased meals up to the following maximum amounts:

		<u>Individual Meals</u>		
		<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
(a)	In areas covered by remoteness allowance:	\$11.00	\$13.00	\$12.00
(b)	In all other areas:	\$10.00	\$12.00	\$18.00

2:02 For each full day in travel status, an eligible employee may claim a Per Diem Allowance in lieu of individual meal claims to cover the cost of purchased meals as follows:

		<u>Per Diem Allowance</u>
(a)	In areas covered by remoteness allowance	\$44.00
(b)	In all other areas	\$40.00

2:03 Where no overnight accommodation is involved, only the appropriate individual expenses under Section 2:01 may be claimed.

Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities) actual meal expenses exceeding the above maximum may be claimed if supported by a receipt.

Meal Allowances During Overtime Work

Extension of Working Day

- 3:01 Where an employee's working day has been extended beyond the standard working day or shift at the normal place of either by either -
- (a) At least two (2) hours, exclusive of a dinner or supper break, a meal allowance shall be paid at the following rates:
 - (i) Three dollars and twenty-five cents (\$3.25) per day; or
 - (b) At least three and one-half hours (3½) exclusive of a dinner or supper break, an allowance of ten dollars (\$10.00) shall be paid.
- 3:02 To qualify for the above, employees must have been at work for a total (exclusive of lunch or dinner/supper periods) of not less than:
- (a) Nine and one-half (9½) hours; or as applicable, on the day for which the allowance is claimed.
- 3:03 An employee in travel status is not entitled to either of the above allowances.

Incidentals Allowance

- 4:01 An employee who is in travel status may claim:
- (a) An incidentals allowance of four dollars (\$4.00) for each night involving commercial accommodation; or
 - (b) An incidentals allowance of three dollars (\$3.00) for each night involving non-commercial accommodation.

4:02 The Incidentals Allowance covers reimbursement for all incidental expenses except as provided in Article 6 - Miscellaneous Expenses During Travel.

Miscellaneous Expenses During Travel

5:01 Gratuities

No gratuities may be claimed. Allowance is made for these in either the individual meal allowances, the per diem allowances, or as part of the claim for meals during travel outside the province.

5:02 Laundry

(a) Laundry charges must be supported by receipts and may only be claimed where the employee is traveling on ALS Canada Ltd. business and overnight away-from-home accommodation is involved for a period in excess of four (4) nights.

(b) No claim may be made where special reimbursement arrangements have been made, such as a weekly or monthly allowance for living costs.

5:03 Parking

(a) An employee may claim parking expenses as follows:

(i) Short-term parking when an employee is away from **their** workplace; and

(ii) Overnight parking where it is not provided with accommodation.

(b) Parking at an airport or other transportation terminal will only be allowed where the parking cost and the transportation cost to and from the terminal are less than the normal allowance transportation costs (e.g.: limousine, taxi, or bus, as available).

5:04 Telephone, Telegram and Faxes

- (a) Charges for telephone calls necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned **and the purpose of the call.**
- (b) An employee is entitled to claim the cost of long distance telephone calls up to a maximum of six dollars (\$6) for each night an employee is away from **their** residence on ALS Canada Ltd. business and overnight accommodation is involved.
- (c) **Charges for Internet service shall be covered by the Employer for each night an employee is away from their residence on ALS Canada Ltd. Business and overnight accommodation is involved.**

Travel Status - Return Home Over a Weekend

- 6:01 Provided that work schedules permit, an employee in travel status may return home over a weekend and shall be reimbursed travel expenses in an amount not exceeding the cost of maintaining the employee in travel status over the weekend.
- 6:02 If travel is by ALS Canada Ltd. vehicle, this cost should be evaluated at the per kilometre rate applicable for personal distance traveled for that class of vehicle.

Accommodations

- 7:01 Employees traveling on ALS Canada Ltd. business are entitled to standard hotel accommodation.
- 7:02 The type, standard and cost of accommodation and the period for which such costs may be allowed shall, in the opinion of the Director, be reasonable considering all relevant circumstances.
- 7:03 No accommodation expenses are claimable when ALS Canada Ltd. provides suitable accommodation.

Definitions

- 8:01 “Travel Status” - Absence of the employee from **their** headquarters area on ALS Canada Ltd. business involving travel and accommodation with the approval of the Director.
- 8:02 “Headquarters Area” - A metropolitan or urban area of not less than twenty-four (24) kilometres (15 miles) in diameter.
- An area twenty-four (24) kilometres (15 miles) around the employee’s headquarters.
- 8:03 “Employee’s Headquarters” - The workplace where the employee is normally stationed or required to use as **their** base of operations on a continuing basis in relation to which the employee has established a residence.
- 8:04 “Field Operations” - Means activities carried out away from a permanent work location.

Appendix “D”: Overtime Schedule

Admin Clerk 1 (AD1)
Admin Clerk 2 (AD2)
Admin Officer (AO)
Analyst 1 (AN1)
Analyst 2 (AN2)
Analyst 3 (AN3)
Analyst 4 (AN4)
Client Support 1 (CS1)
Client Support 2 (CS2)
Client Support 3 (CS3)
Client Support 4 (CS4)
Computer Services Officer (CSO)
Lab Assistant 1 (LA1)
Lab Assistant 2 (LA2)
Login Clerk 1 (LC1)
Login Clerk 2 (LC2)
Login Clerk 3 (LC3)
Quality Assurance 1 (QA1)
Quality Assurance 2 (QA2)
Shipper/Receiver (SR)
Shipper/Receiver Stores Clerk (SRS)
Student

Letter of Understanding

between

ALS Canada Ltd.

and

Manitoba Government and General Employees' Union

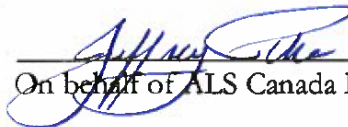
Re: Leaves Referenced in the Employment Standards Code

Employees are eligible for various leaves under the terms of The Employment Standards Code, including but not limited to:

- Interpersonal Violence Leave
- Leave Related to Critical Illness of a Child
- Leave for Organ Donation
- Leave for Reservists
- Leave Related to Death or Disappearance of a Child
- Leave for Citizenship Ceremony

Employees should visit www.gov.mb.ca and search Employment Standards for more information regarding the various types of leaves available.

Signed this 28 day of May, 2021.


On behalf of ALS Canada Ltd.


On behalf of Manitoba Government
and General Employees' Union


On behalf of ALS Canada Ltd.


On behalf of Manitoba Government
and General Employees' Union


On behalf of ALS Canada Ltd.


On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement*between***ALS Canada Ltd.***and***Manitoba Government and General Employees' Union****Re: Travel Time**

1. Traveling time within the Province of Manitoba is compensated for only in the circumstances and to the extent provided in this Memorandum.
2. Where an employee is required to travel outside of the employee's work location on company business, the time of departure and the means of such travel shall be determined by the employee's supervisor and such employee shall receive compensatory leave at straight time in accordance with Article 54 of this Agreement.
3. Compensatory leave as described in (2).for travel time shall be recognized only on the following basis by the Employer:
 - (a) For travel by public transportation the time between the scheduled time of departure and the scheduled time of arrival at any destination, excluding scheduled or unscheduled stopovers, and excluding any scheduled or unscheduled delays by such public transportation because of mechanical failure, inclement weather, or any other reason that would affect the normal departing and arriving times of such public transportation;
 - (b) For travel by private means of transportation, the normal time as determined by the employee's supervisor, to proceed from the employee's place of residence or workplace as the case may be, direct to

the employee's destination, and upon the employee's return direct to the employee's residence or workplace, as the case may be;

- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the employee's supervisor may authorize such alternate arrangements in which case straight time compensation for travel time shall not exceed that which would have been payable under the Supervisor's original determination.

4. Where an employee is required to travel as set forth in (2) and (3). the following shall apply:

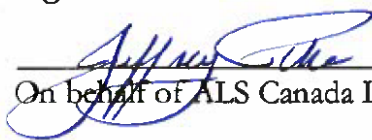
- (a) On a normal working day on which the employee travels and works the employee shall be paid the employee's regular pay for the day for a combined period of travel and work not exceeding the employee's normal daily hours of work; and the employee shall receive straight time compensatory leave for time spent traveling outside the employee's normal daily hours of work;
- (b) On a day of rest or designated holiday, the employee shall receive straight time compensatory leave for time spent traveling;
- (c) All calculations of travel time shall be based upon each completed one-half ($\frac{1}{2}$) hour of travel time rounded to the nearest one-half ($\frac{1}{2}$) hour, as herein defined.

5. Travel time is not recognized by the Employer and the employee is not entitled to any compensatory leave in the following circumstances:

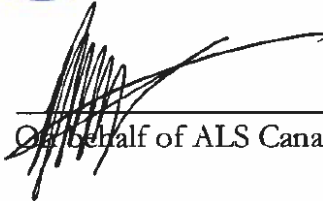
- (a) Time spent traveling to courses, training sessions, conferences and seminars to which the employee requests to attend.
- (b) Time spent traveling while an employee is on a call out;
- (c) Time spent traveling from an employee's residence to the employee's work location and return;

- (d) Time spent traveling within the limits of the City of Winnipeg or for distances of less than twenty-five (25) kilometres (fifty [50] kilometres return), which shall be recognized as the employee's normal work area within the employee's work location.
- 6. (a) Where an employee is required to report for duty at the commencement of the employee's work day at a location other than the employee's normal work location, the greater of fifteen (15) minutes or the time normally spent by such employee traveling from the employee's residence to the employee's normal work location, shall be deducted from travel time as described in (4).
- (b) Where an employee terminates the employee's work day at a location other than the employee's normal work location, the greater of fifteen (15) minutes or the time normally spent by such employee traveling from the employee's normal work location to the employee's place of residence shall be deducted from travel time as described in (4).
- 7. Under no circumstances is travel time recognized as time worked for the purposes of overtime or benefit calculation.

Signed this 28 day of May, 2021.



On behalf of ALS Canada Ltd.


On behalf of Manitoba Government
and General Employees' Union


On behalf of ALS Canada Ltd.


On behalf of Manitoba Government
and General Employees' Union


On behalf of ALS Canada Ltd.


On behalf of Manitoba Government
and General Employees' Union

Letter of Intent

between

ALS Canada Ltd.

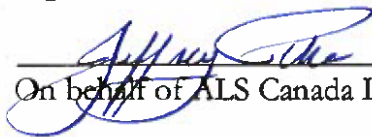
and

Manitoba Government and General Employees' Union

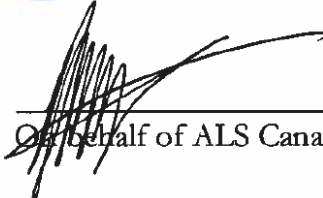
Re: Job Sharing

- (1) Job sharing is an alternative work arrangement whereby the duties and responsibilities of a full-time position may be restructured in a manner that would accommodate the employment of two (2) or more employees on a part-time basis.
- (2) ALS Canada Ltd. will inform the Union of new job share arrangements within the bargaining unit as they are brought to its attention.
- (3) It is also agreed that ALS Canada Ltd. will consult with the Union during the life of this Collective Agreement on the subject of job sharing and its impact on the bargaining unit.

Signed this 28 day of May, 2021.


On behalf of ALS Canada Ltd.


On behalf of Manitoba Government
and General Employees' Union


On behalf of ALS Canada Ltd.


On behalf of Manitoba Government
and General Employees' Union


On behalf of ALS Canada Ltd.


On behalf of Manitoba Government
and General Employees' Union

Memorandum of Understanding

between

ALS Canada Ltd.


and

Manitoba Government and General Employees' Union

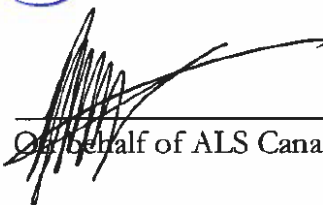
Re: Annual Remuneration Review

For the calendar years of 2020 and 2021, should the Company undergo its annual remuneration review and the Board approve a cost of living adjustment for the businesses operating under ALS Canada Ltd., any wage increases awarded to the general employee population working in the Canadian Environmental business will also be assigned to those bargaining unit employees working in the Winnipeg laboratory. In the event that an off-cycle wage increase is provided to the non-bargaining unit employees at the Winnipeg laboratory, unionized employees will receive the same percent increase in their remuneration.

Signed this 28 day of May, 2021.


On behalf of ALS Canada Ltd.


On behalf of Manitoba Government
and General Employees' Union


On behalf of ALS Canada Ltd.


On behalf of Manitoba Government
and General Employees' Union


On behalf of ALS Canada Ltd.


On behalf of Manitoba Government
and General Employees' Union

Salary Schedules

April 1, 2020 to April 3, 2021

Classification	1	2	3	4	5	6	7	8	9	10	11
Admin. Clerk 1 (AD1)	14.66	14.98	15.32	15.67	16.02	16.40	16.75	17.13	17.50		17.86
Admin. Clerk 2 (AD2)	18.09	18.50	18.97	19.45	19.99	20.52		-	-	-	20.93
Admin. Officer (AO)	24.54	25.23	25.96	26.82	27.59	28.44		-	-	-	29.00
Analyst 1 (AN1)	17.30	17.83	18.41	18.97	19.60	20.30	-	-	-	-	20.71
Analyst 2 (AN2)	19.60	20.30	20.96	21.66	22.43	23.23	-	-	-	-	23.65
Analyst 3 (AN3)	22.94	23.77	24.55	25.42	26.34	27.29	-	-	-	-	27.82
Analyst 4 (AN4)	25.42	26.34	26.87	27.29	29.40	30.41	31.60		-	-	32.23
Client Support 1 (CS1)	16.15	16.54	16.95	17.38	17.82	18.26	-	-	-		18.63
Client Support 2 (CS2)	17.30	17.83	18.41	18.97	19.60	20.30	-	-	-	-	20.71
Client Support 3 (CS3)	20.73	21.26	21.83	22.43	23.03	23.77	-	-	-	-	24.25
Client Support 4 (CS4)	22.94	23.77	24.55	25.42	26.34	26.87	27.29	29.40	30.41	31.60	32.23
Computer Services Officer (CSO)	25.42	26.34	26.87	27.29	29.40	30.41	31.60	-	-	-	32.23
Computer Services Specialist (CSS)	31.11	32.28	33.51	34.80	36.18	37.40	39.11	-	-	-	39.88
Lab Assistant 1 (LA1)	13.77	14.17	14.64	14.96	-	-	-	-	-	-	15.28
Lab Assistant 2 (LA2)	14.64	14.98	15.36	15.76	16.16	16.81	-	-	-	-	16.86
Login Clerk 1 (LC1)	13.77	14.17	14.64	14.96	-	-	-	-	-	-	15.28
Login Clerk 2 (LC2)	14.64	14.98	15.36	15.76	16.16	16.81	-	-	-	-	16.86
Login Clerk 3 (LC3)	16.15	16.54	16.95	17.38	17.82	18.26	-	-	-	-	18.63
Quality Analyst 1 (QA1)	22.94	23.77	24.55	25.42	26.34	27.29		-	-	-	27.84
Quality Analyst 2 (QA2)	26.86	27.80	28.83	29.86	31.11	32.28	33.51	34.80	36.18	37.59	38.34
Shipper/Receiver (SR)	16.15	16.53	16.95	17.39	17.82	18.27	-	-	-	-	18.64
Shipper/Receiver Stores Clerk (SRS)	17.30	17.83	18.40	18.97	19.60	20.30	-	-	-	-	20.70
	<u>WT1</u>	<u>WT2</u>	<u>WT3</u>	<u>WT4</u>							
Student	12.63	13.52	14.64	15.77							

April 4, 2021 to March 31, 2022

Classification	1	2	3	4	5	6	7	8	9	10	11
Admin. Clerk 1 (AD1)	15.03	15.35	15.70	16.06	16.42	16.81	17.17	17.56	17.94		18.31
Admin. Clerk 2 (AD2)	18.54	18.96	19.44	19.94	20.49	21.03					21.45
Admin. Officer (AO)	25.15	25.86	26.61	27.49	28.28	29.15					29.73
Analyst 1 (AN1)	17.73	18.28	18.87	19.44	20.09	20.81					21.23
Analyst 2 (AN2)	20.09	20.81	21.48	22.20	22.99	23.81					24.24
Analyst 3 (AN3)	23.51	24.36	25.16	26.06	27.00	27.97					28.52
Analyst 4 (AN4)	26.06	27.00	27.54	27.97	30.14	31.17	32.39				33.04
Client Support 1 (CS1)	16.55	16.95	17.37	17.81	18.27	18.72					19.10
Client Support 2 (CS2)	17.73	18.28	18.87	19.44	20.09	20.81					21.23
Client Support 3 (CS3)	21.25	21.79	22.38	22.99	23.61	24.36					24.86
Client Support 4 (CS4)	23.51	24.36	25.16	26.06	27.00	27.54	27.97	30.14	31.17	32.39	33.04
Computer Services Officer (CSO)	26.06	27.00	27.54	27.97	30.14	31.17	32.39				33.04
Computer Services Specialist (CSS)	31.89	33.09	34.35	35.67	37.08	38.34	40.09				40.88
Lab Assistant 1 (LA1)	14.11	14.52	15.01	15.33							15.66
Lab Assistant 2 (LA2)	15.01	15.35	15.74	16.15	16.56	17.23					17.28
Login Clerk 1 (LC1)	14.11	14.52	15.01	15.33							15.66
Login Clerk 2 (LC2)	15.01	15.35	15.74	16.15	16.56	17.23					17.28
Login Clerk 3 (LC3)	16.55	16.95	17.37	17.81	18.27	18.72					19.10
Quality Analyst 1 (QA1)	23.51	24.36	25.16	26.06	27.00	27.97					28.54
Quality Analyst 2 (QA2)	27.53	28.50	29.55	30.61	31.89	33.09	34.35	35.67	37.08	38.53	39.30
Shipper/Receiver (SR)	16.55	16.94	17.37	17.82	18.27	18.73	-	-	-	-	19.11
Shipper/Receiver Stores Clerk (SRS)	17.73	18.28	18.86	19.44	20.09	20.81					21.22
	<u>WT1</u>	<u>WT2</u>	<u>WT3</u>	<u>WT4</u>							
Student	12.95	13.86	15.01	16.16							

April 1, 2022 to March 31, 2023

Classification	1	2	3	4	5	6	7	8	9	10	11
Admin. Clerk 1 (AD1)	15.26	15.58	15.94	16.30	16.67	17.06	17.43	17.82	18.21	-	18.58
Admin. Clerk 2 (AD2)	18.82	19.24	19.73	20.24	20.80	21.35	-	-	-	-	21.77
Admin. Officer (AO)	25.53	26.25	27.01	27.90	28.70	29.59	-	-	-	-	30.18
Analyst 1 (AN1)	18.00	18.55	19.15	19.73	20.39	21.12	-	-	-	-	21.55
Analyst 2 (AN2)	20.39	21.12	21.80	22.53	23.33	24.17	-	-	-	-	24.60
Analyst 3 (AN3)	23.86	24.73	25.54	26.45	27.41	28.39	-	-	-	-	28.95
Analyst 4 (AN4)	26.45	27.41	27.95	28.39	30.59	31.64	32.88	-	-	-	33.54
Client Support 1 (CS1)	16.80	17.20	17.63	18.08	18.54	19.00	-	-	-	-	19.39
Client Support 2 (CS2)	18.00	18.55	19.15	19.73	20.39	21.12	-	-	-	-	21.55
Client Support 3 (CS3)	21.57	22.12	22.72	23.33	23.96	24.73	-	-	-	-	25.23
Client Support 4 (CS4)	23.86	24.73	25.54	26.45	27.41	27.95	28.39	30.59	31.64	32.88	33.54
Computer Services Officer (CSO)	26.45	27.41	27.95	28.39	30.59	31.64	32.88	-	-	-	33.54
Computer Services Specialist (CSS)	32.37	33.59	34.87	36.21	37.64	38.92	40.69	-	-	-	41.49
Lab Assistant 1 (LA1)	14.32	14.74	15.24	15.56	-	-	-	-	-	-	15.89
Lab Assistant 2 (LA2)	15.24	15.58	15.98	16.39	16.81	17.49	-	-	-	-	17.54
Login Clerk 1 (LC1)	14.32	14.74	15.24	15.56	-	-	-	-	-	-	15.89
Login Clerk 2 (LC2)	15.24	15.58	15.98	16.39	16.81	17.49	-	-	-	-	17.54
Login Clerk 3 (LC3)	16.80	17.20	17.63	18.08	18.54	19.00	-	-	-	-	19.39
Quality Analyst 1 (QA1)	23.86	24.73	25.54	26.45	27.41	28.39	-	-	-	-	28.97
Quality Analyst 2 (QA2)	27.94	28.93	29.99	31.07	32.37	33.59	34.87	36.21	37.64	39.11	39.89
Shipper/Receiver (SR)	16.80	17.19	17.63	18.09	18.54	19.01	-	-	-	-	19.40
Shipper/Receiver Stores Clerk (SRS)	18.00	18.55	19.14	19.73	20.39	21.12	-	-	-	-	21.54
Student	<u>WT1</u> 13.14	<u>WT2</u> 14.07	<u>WT3</u> 15.24	<u>WT4</u> 16.40							

April 1, 2023 to March 31, 2024

Classification	1	2	3	4	5	6	7	8	9	10	11
Admin. Clerk 1 (AD1)	15.57	15.89	16.26	16.63	17.00	17.40	17.78	18.18	18.57	-	18.95
Admin. Clerk 2 (AD2)	19.20	19.62	20.12	20.64	21.22	21.78	-	-	-	-	22.21
Admin. Officer (AO)	26.04	26.78	27.55	28.46	29.27	30.18	-	-	-	-	30.78
Analyst 1 (AN1)	18.36	18.92	19.53	20.12	20.80	21.54	-	-	-	-	21.98
Analyst 2 (AN2)	20.80	21.54	22.24	22.98	23.80	24.65	-	-	-	-	25.09
Analyst 3 (AN3)	24.34	25.22	26.05	26.98	27.96	28.96	-	-	-	-	29.53
Analyst 4 (AN4)	26.98	27.96	28.51	28.96	31.20	32.27	33.54	-	-	-	34.21
Client Support 1 (CS1)	17.14	17.54	17.98	18.44	18.91	19.38	-	-	-	-	19.78
Client Support 2 (CS2)	18.36	18.92	19.53	20.12	20.80	21.54	-	-	-	-	21.98
Client Support 3 (CS3)	22.00	22.56	23.17	23.80	24.44	25.22	-	-	-	-	25.73
Client Support 4 (CS4)	24.34	25.22	26.05	26.98	27.96	28.51	28.96	31.20	32.27	33.54	34.21
Computer Services Officer (CSO)	26.98	27.96	28.51	28.96	31.20	32.27	33.54	-	-	-	34.21
Computer Services Specialist (CSS)	33.02	34.26	35.57	36.93	38.39	39.70	41.50	-	-	-	42.32
Lab Assistant 1 (LA1)	14.61	15.03	15.54	15.87	-	-	-	-	-	-	16.21
Lab Assistant 2 (LA2)	15.54	15.89	16.30	16.72	17.15	17.84	-	-	-	-	17.89
Login Clerk 1 (LC1)	14.61	15.03	15.54	15.87	-	-	-	-	-	-	16.21
Login Clerk 2 (LC2)	15.54	15.89	16.30	16.72	17.15	17.84	-	-	-	-	17.89
Login Clerk 3 (LC3)	17.14	17.54	17.98	18.44	18.91	19.38	-	-	-	-	19.78
Quality Analyst 1 (QA1)	24.34	25.22	26.05	26.98	27.96	28.96	-	-	-	-	29.55
Quality Analyst 2 (QA2)	28.50	29.51	30.59	31.69	33.02	34.26	35.57	36.93	38.39	39.89	40.69
Shipper/Receiver (SR)	17.14	17.53	17.98	18.45	18.91	19.39	-	-	-	-	19.79
Shipper/Receiver Stores Clerk (SRS)	18.36	18.92	19.52	20.12	20.80	21.54	-	-	-	-	21.97

	<u>WT1</u>	<u>WT2</u>	<u>WT3</u>	<u>WT4</u>
Student	13.40	14.35	15.54	16.73