

COLLECTIVE AGREEMENT

between

LIFELABS

and the

**B.C. GENERAL EMPLOYEES' UNION
(BCGEU)**

Effective from April 1, 2021 to March 31, 2024

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DEFINITIONS

- (a) "*Child*" whenever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare or a child of a partner.
- (b) "*Days*" means calendar days, unless specified otherwise in the collective agreement.
- (c) "*Domestic or Sexual Violence*" includes:
- (1) physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm;
 - (2) sexual abuse by any person;
 - (3) attempts to commit
 - (i) physical abuse by an intimate partner or by a family member, or
 - (ii) sexual abuse by any person; and
 - (4) psychological or emotional abuse by an intimate partner or by a family member, including:
 - (i) intimidation, harassment, coercion or threats, including threats respecting other persons, pets or property;
 - (ii) unreasonable restrictions on, or prevention of, financial or personal autonomy;
 - (iii) stalking or following; and
 - (iv) intentional damage to property; and
 - (5) "*intimate partner*" includes a spouse, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationships enumerated in this definition.
- (d) "*Employee*" means an employee (other than a supervisor or manager) employed in the position of technical resource, genetics technical resource, technologist, genetics technician, cardiac technologist, equipment specialist, scheduler, mobile lab services, lab assistant, client information specialist, MLS coordinator, laboratory technical assistant, or courier at a location covered by the certification issued by the Labour Relations Board on April 16, 1999, and varied on May 26, 1999; March 9, 2004; and March 24, 2004, and June 6, 2011 or as agreed to by the Union and the Employer.
- (e) "*Immediate family*" is defined as an employee's parent, stepparent, foster parent, spouse, partner, child, stepchild, foster child, legal guardian, legal ward, sibling, parent-in-law, sibling-in-law, grandparent, grandchildren, or any other relative permanently residing in the employee's household or with whom the employee permanently resides is also considered to be immediate family.
- (f) "*Regular Full-Time Employee*" means an employee who is regularly scheduled to work 37½ hours per week, exclusive of meal periods, and includes employees working in a float position.
- (g) "*Regular Part-Time Employee*" means an employee who is regularly scheduled to work less than 37½ hours per week, exclusive of meal periods. "*Regular Part-Time Employees*" shall be credited for pension and seniority based on all hours worked. Additionally, severance for such employees will be determined based upon regularly scheduled hours plus additional hours worked in the year preceding the

date of the layoff. "*Regular Part-Time Employees*" in float positions means an employee who is regularly scheduled a minimum of 20 hours and required to be available to work up to 37½ hours per week, exclusive of meal periods.

(h) "*Temporary/Casual Employee*" means an employee who is not regularly scheduled to work other than when they are providing relief for regular full or regular part-time employees absent for sickness, vacation, pregnancy/parental and other approved leaves. A casual employee may also be scheduled for temporary vacancies not filled by regular employees and for temporary workload increases.

(i) "*Employer*" means LifeLabs.

(j) "*Leave of Absence With Pay*" means to be absent from duty with permission from the Employer and with pay.

(k) "*Leave of Absence Without Pay*" means to be absent from duty with permission from the Employer but without pay.

(l) "*Union*" means the B.C. General Employees' Union.

(m) "*Partner*" means a person legally married to the employee or involved in a common-law relationship with the employee for a period of 12 months or more.

(n) "*Travel Status*" with respect to an employee means absence of the employee from his geographic location on business with the approval of the Employer but does not include travel within the Lower Mainland.

(o) "*Team*" a team is a group of employees assigned to a specific operational unit, reporting to one supervisor or manager.

(p) "*Geographic Area*" is the area within a radius of 70 kilometres of where an employee ordinarily performs their duties, except in the GVRD and CRD where the radius is 50 kilometres, however it does not extend beyond the boundaries of those regional districts. A geographic area centred on Vancouver Island does not extend beyond Vancouver Island.

(q) "*Joint Health and Safety Committee*" or "*JHSC*" means an occupational health and safety committee as per WorkSafeBC requirements.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this agreement is to provide orderly collective bargaining between the Employer and the Union.

1.2 Singular or Plural

Where the singular is used the same shall be construed as meaning the plural if the facts or context so require unless otherwise specifically stated.

1.3 Human Rights Code

The parties hereto subscribe to the principles of the British Columbia *Human Rights Code*.

1.4 Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment.
- (b) Sexual harassment by an employee or employer means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
- (1) sexual solicitation or advance or inappropriate touching and sexual assault;
 - (2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (c) Personal harassment means repeated comments and/or actions, or it may be one incident depending on the context, or a course of conduct by an employee or the Employer that is known or ought reasonably to be known to be unwelcome and is demeaning or humiliating, and is not reasonably necessary for the Employer's operations or which serves no legitimate work purpose. This includes bullying behaviour that is intended to intimidate, offend, degrade or humiliate a particular person, or group of people. Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.
- (d) In case of alleged harassment, the following shall apply:
- (1) Before proceeding to the formal complaint mechanism an employee who believes they have a complaint may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the situation involves the Supervisor or Manager, the incident should be reported to the Manager, Human Resources. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
 - (2) If the matter is not resolved to the employee's satisfaction, then the employee may submit a complaint in writing within 30 days of the latest alleged occurrence through their shop steward and/or the Manager, Human Resources or designate. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
 - (3) An alleged offender shall be given notice of the substance of such a complaint under the clause and shall be entitled to attend, participate in, and be represented at any hearing under this clause.
 - (4) The employer designate shall investigate the complaint and shall submit a report to the Manager, Human Resources or designate, and the union staff representative, in writing as soon as possible but not later than 30 calendar days of receipt of the complaint or such longer period as may be mutually agreed between the Employer and the Union. For the purpose of the investigation a bargaining unit shop steward trained in harassment investigations will be given an opportunity to sit in on all discussions between the investigator and bargaining unit members. The Manager, Human Resources or designate shall within 10 days of receipt of the report take such action as may be necessary to resolve the issue.

- (5) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 7 - Grievances and Arbitration.
- (6) The protection of this clause extends to incidents occurring at or away from the workplace during or outside working hours provided the alleged acts are within the course of the employment relationship.
- (e) Where either party to the complaint is not satisfied with the Employer's response, the complaint will, within 30 days, be put before a mutually agreed-upon independent adjudicator who specializes in cases of personal or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution, and if this is not achieved the adjudicator shall make a determination as to whether harassment took place and have the right to:
- (1) dismiss the complaint;
 - (2) determine the appropriate level of discipline to be applied to the offender if they are a bargaining unit member;
 - (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (f) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the adjudicator.
- (g) This clause does not preclude an employee from filing a complaint under the British Columbia *Human Rights Code*. However an employee shall not be entitled to duplication of process. An employee in making a complaint must choose to direct a complaint to either the British Columbia Human Rights Tribunal or the process specified above. In either event, a complaint shall not form the basis of a grievance other than in (d)(5) above and (f) above.
- (h) Pending the determination of the complaint, the Vice-President Human Resources or designate may take interim measures to separate the employees concerned, if deemed necessary, any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.
- (i) The complainant will not be relocated without their agreement.

1.5 Conflict and Policies

In the event that there is a conflict between the contents of this collective agreement and any policy made by the Employer, this collective agreement shall take precedence over the said policy.

ARTICLE 2 - UNION RECOGNITION & RIGHTS

2.1 Bargaining Unit Defined

The bargaining unit is defined in the certification issued by the Labour Relations Board as of April 16, 1999 and as varied on May 26, 1999; March 9, 2004; and March 24, 2004 and June 6, 2011 and as it may be varied from time to time. The bargaining unit does not include those excluded by mutual agreement of the parties or by the Labour Relations Board.

New positions created by the Employer that may encroach on bargaining unit work shall be brought to the attention of the Union in writing prior to making any appointments.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. General Employees' Union as the exclusive bargaining agent for all employees covered by the certification.

2.3 Correspondence

The Employer agrees that all correspondence between the Employer or their designate and the Union related to matters covered in this agreement shall be sent to the President of the Union or their designate. A copy of any correspondence between the Employer and any employee in the bargaining unit pertaining to the interpretation of any clause in this agreement shall be forwarded to the President of the Union or their designate.

2.4 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which conflicts with the terms of this agreement.

2.5 No Discrimination for Union Activity

The Employer and the Union agree there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employees for reason of membership or activity in the Union.

2.6 Recognition & Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of employees designated as stewards.

A steward shall obtain permission of their supervisor or manager before leaving their work to perform the steward duties as described below. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor or manager.

The duties of the steward shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure, including completion of the grievance form;
- (c) supervision of ballot boxes and other related functions during ratification votes including one steward shall have one day off to collect ratification ballots;
- (d) attending meetings at the request of the Employer;
- (e) meeting with a new employee as provided in Article 5 - Employer & Union Shall Acquaint New Employees;
- (f) with the permission of their supervisor or manager, a steward shall have the opportunity to address staff/team meetings for the purpose of informing members on matters of importance to them. Such permission shall not be unreasonably withheld.

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities and binders for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board and binder facilities shall be restricted to the business affairs of the Union.

The Employer will allow the Union to distribute information through the Employer's in house mail and email, during breaks and non-work hours and should be distributed to Union employees only.

2.8 Time Off for Union Business

(a) With reasonable written notice, leave of absence, without pay and without loss of seniority shall be granted for the purposes listed below. The Employer will make every reasonable effort to accommodate such leave and shall grant it subject to the ability to maintain the operational needs of the Employer.

(1) to elected or appointed representatives of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

(2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;

(3) to employees called by the Union to appear as witnesses before an arbitration board.

(4) employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee and to meet with the Employer.

(b) To facilitate the administration of this clause, when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time.

(c) When calculating weekly overtime, time worked while on union leave shall be included.

2.9 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

2.10 Union Insignia

A union member shall have the right to wear the recognized insignia of the Union. The Union agrees to furnish to the Employer union shop cards to be displayed at all work locations. Such cards will remain the property of the Union and shall be surrendered upon demand.

ARTICLE 3 - UNION SECURITY

(a) All employees in the bargaining unit who on April 16, 1999, were members of the Union or thereafter became members of the Union, shall, as a condition of continued employment, maintain such membership.

- (b) All employees hired on or after April 16, 1999, shall, as a condition of continued employment, become members of the Union and maintain such membership, within 30 days of employment.
- (c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to April 16, 1999 to become a member of the Union.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the monthly wages or salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made monthly in the second payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply to each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year on their T4 statements.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from his monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.
- (i) The Employer will submit union dues remittance by EFT. Where an off-cycle payment is made, the EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount.

ARTICLE 5 - EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES

5.1 Employer and Union Shall Acquaint New Employees

At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new

employee shall be provided with the name, location and work email/telephone number of the steward and an authorization form for Union Dues Check-off.

The new employee's immediate supervisor or manager will introduce the employee to the steward employed in the same work area. In the event there isn't a steward in the same work area, a union steward from the closest work area will be advised of the name, classification, and work area of the new employee.

5.2 Union Orientation

The steward will be given an opportunity to interview each new employee within regular working hours without loss of pay for 15 minutes sometime during the first 30 days of employment.

Where there is no steward employed in the same work area as new employees, a steward will be given 15 minutes sometime during new employee orientation.

5.3 Check-off and Union Dues

The Union will be provided with a copy of the completed and signed authorization form for Dues Check-off for all new employees.

ARTICLE 6 - EMPLOYER/UNION RELATIONS

6.1 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of the management and supervisory positions, including the Employer's Step 2 designates, with whom the Union may be required to transact business.

6.2 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of the Union shall notify the designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. They will be required to sign in upon arrival and be accompanied by a steward. In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer where possible will make available to union representatives or stewards, temporary use of an office or similar facility. Discussions will not be carried on in the presence of clients.

6.3 Technical Information

The Employer agrees to provide to the Union on a confidential basis such information that is available relating to employees in the bargaining unit, as maybe required by the Union for collective bargaining purposes only.

6.4 Employer Rights

- (a) It is recognized that the management and operation of the establishments of the Employer and the direction of the employees is vested exclusively in the Employer, which maintains all rights and responsibilities of management not specifically modified by this agreement.

- (b) It is recognized that it is the exclusive function of the Employer:
- (1) to maintain order, discipline and efficiency;
 - (2) to determine the number and location of establishments, the right to determine the number of employees and number of hours needed to operate any location and the methods and procedures of operations or processes.
- (c) It is agreed that these functions will be exercised in a manner consistent with the terms of this agreement.

6.5 Business Continuity

The parties acknowledge that there may be a service disruption due to circumstances beyond either party's control, this may include severe weather, power outages, lack of supplies, pandemic, epidemic, war, riot or any other similar catastrophic or unforeseen event, and both parties agree to cooperate to ensure continued service to the community as a priority while attempting to minimize impact to employees represented by the bargaining unit.

ARTICLE 7 - GRIEVANCES AND ARBITRATION

7.1 Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration;
- (b) the dismissal, discipline, or suspension of an employee in the bargaining unit.

The procedure for resolving a grievance shall be the grievance procedure in this article.

7.2 Step 1

Every effort shall be made to find a resolution with the Employer designate at this step of the procedure. The employee shall have the right to have their steward present at such a discussion. If the matter is not resolved orally, the employee may submit a written grievance, through the union steward to Step 2 of the grievance procedure. Where the employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

Wherever possible, discussions will be conducted in person. Where the parties mutually agree to conduct the meeting remotely, or where one party is attending remotely, the other parties will attend in separate rooms.

7.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure must do so no later than 21 calendar days after the date:

- (a) on which they were notified orally or in writing of the action or circumstances giving rise to the grievance or;

- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

7.4 Step 2

- (a) Subject to the time limits in Clause 7.3, the employee may present a grievance at this level by:
 - (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required;
 - (3) transmitting the grievance to the employer designate through the union steward.
- (b) The employer representative shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented.

7.5 Time Limits to Reply at Step 2

- (a) Within 14 calendar days of receiving the grievance at Step 2, the employer designate and the shop steward shall meet to attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The employer designate shall reply in writing to an employee's grievance within 14 calendar days of receiving the grievance at Step 2.

7.6 Step 3

The President of the Union, or their designate, may present a grievance at Step 3:

- (a) within 14 calendar days after the decision has been conveyed to them by the employer designate or;
- (b) within 14 calendar days after the Employer's reply was due.

7.7 Time Limits to Reply at Step 3

The employer designate and the staff representative may meet in an effort to resolve the dispute. This meeting may be waived by mutual agreement. Within 14 calendar days of receipt of the grievance at Step 3, the employer designate shall reply in writing to the grievance.

7.8 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within 14 calendar days of the date on which the dismissal occurred, or within 14 calendar days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within 14 calendar days of the date on which the suspension occurred, or within 14 calendar days of the employee receiving notice of suspension.

7.9 Deviation from Grievance Procedure

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

(b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

7.10 Technical Objections to Grievances

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

7.11 Administrative Provisions

(a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail, courier, email or by facsimile.

(b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were registered, and received on the date they were delivered to the appropriate office of the Employer or the Union.

(c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post, within British Columbia, this clause shall not apply.

(d) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

7.12 Policy Grievances

Where either party disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or the Union as the case may be.

Where no satisfactory agreement is reached, either party may submit the dispute to Step 3 of the grievance procedure.

7.13 Settlement Officer

The parties may agree, within 45 days of the completion of the steps of the grievance procedure preceding a reference to arbitration, to request and share the expense of seeking the appointment of a settlement officer to confer with the parties to assist them to settle the difference as per Section 87 of the BC *Labour Relations Code*.

ARTICLE 8 - MEDIATION AND ARBITRATION

8.1 Mediation

(a) The parties agree that prior to commencing an arbitration hearing, the parties must attempt to mediate the dispute within a reasonable timeframe with the same arbitrator who has been appointed to hear the grievance.

(b) At the request of either party the requirement to mediate the dispute as set out in (a) above may be waived;

(c) If mediation should fail to result in a settlement of the grievance, the arbitration shall commence as soon as practicably possible. In order to avoid delay, the arbitration hearing date shall be scheduled along with the mediation.

In order to reduce arbitration costs and facilitate the prompt resolution of grievances, the parties shall determine on a case-by-case basis, whether the following applies:

- Arbitration over verbal and written disciplinary action shall be postponed and dealt with at the same time any subsequent suspension or termination of the same employee is arbitrated;
- If, at the time any grievance is arbitrated, there is an outstanding grievance(s) on the same fact situation or interpretation question, all of the said grievances will be arbitrated together.

8.2 Notification

Either of the parties may, after exhausting the grievance procedure, notify the other party within 30 calendar days of the receipt of the Step 3 reply, or the reply being due, of its desire to submit the difference or allegations to arbitration.

8.3 Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to one of the single arbitrators listed in Appendix C on a rotational basis subject to their availability within 90 calendar days. In the event that none of the arbitrators is available within 90 calendar days, then the arbitrator who is available at the earliest date shall be appointed. The parties may also substitute a mutually agreed to arbitrator.

8.4 Decision of Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on the parties. However, the Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

8.5 Board Procedure

The Arbitrator may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. They shall hear and determine the difference or allegation and shall render a decision within 30 calendar days of the conclusion of the hearing.

8.6 Expenses of Arbitrator

Each party shall pay one-half of the fees and expenses of the Arbitrator.

8.7 Time Limits or Failure to Act

The time limits set out in the grievance and arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing. Time is of the essence in this procedure. If an employee or the Union fails to present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, neither party shall be deemed to have prejudiced its position on any future grievance.

8.8 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision which they shall make every effort to do within seven calendar days.

8.9 Expedited Arbitration

(a) The parties shall meet every four months, or at such shorter interval of time as may be agreed to, to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) policy grievances;
- (3) grievances requiring substantial interpretation of a provision of the collective agreement;
- (4) grievances requiring presentation of extrinsic evidence;
- (5) suspensions in excess of 20 workdays;
- (6) grievances where a party intends to raise a preliminary objection;
- (7) demotions.

By mutual agreement a grievance falling into any of these categories may be placed into the expedited arbitration process.

(c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances, as soon as practicably possible and, to the extent that dates and locations for hearings of groups of grievances have already been set under (a) above, the parties recognize that reasonable changes may have to be made to such dates and locations to accommodate arbitrator availability.

(d) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision unless mutually requested otherwise by the parties and, in such case, the Arbitrator may be extended such additional time as may be required to render more lengthy and detailed written reasons.

(e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter unless specifically agreed to between the parties prior to the arbitration hearing.

(f) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 8.2, above and, in such event, the parties recognize that changes may have to be made to the date and location for hearing of the grievance already set under (a) above.

(g) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE**9.1 Burden of Proof**

In all cases of discipline, proof of just cause shall rest with the Employer.

9.2 Suspension and Dismissal

(a) The employer designate may suspend or dismiss any employee for just cause. Notice of suspension or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal and a copy shall be sent to the President of the Union or their designate within five working days.

(b) A suspension of indefinite duration shall be considered a dismissal under Clause 9.2(a) above as soon as it exceeds 20 days and any grievance already filed shall be considered henceforth as a dismissal grievance.

9.3 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include:

- (1) written censures;
- (2) letters of reprimand;
- (3) adverse written reports which do not include letters of expectation.
- (4) letters of suspension.

(b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

(c) Upon the employee's written request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.

(d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

9.4 Employee Appraisal Forms

(a) Where a formal appraisal of an employee's performance is carried out the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the employee will be given three working days to read and review the appraisal.

(b) The appraisal form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.

(c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee and any such changes shall be subject to the grievance procedure of this agreement.

(d) An employee shall receive a copy of their appraisal upon request.

9.5 Personnel File

An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and if applicable electronic, in the office in which the file is normally kept. Such review shall be done in the presence of the Employer's designate. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

9.6 Right to Have Steward Present

(a) An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor or manager intends to interview an employee for disciplinary purposes, the supervisor or manager shall notify the employee 48 hours (excluding Saturday, Sunday and statutory holidays) in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This timeline may be shortened by mutual agreement of all parties. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a union staff representative, or their designate present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

9.7 Indemnity

The Employer will:

- (a) exempt and save harmless employees from any liability action which results from the employee acting within the scope of their duties;
- (b) assume all reasonable costs, legal fees, and other expenses arising from any such action.

9.8 Abandonment of Position

An employee who fails to report for duty for three consecutive working days without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity within 10 working days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

ARTICLE 10 - SENIORITY

10.1 Seniority Defined

Notwithstanding Clauses 10.3 and 10.4, below, "*Seniority*" means an employee's total hours worked since the most recent date of employment. Length of Service is defined as the completed years of continuing service since the most recent date of employment.

10.2 Seniority List

- (a) On January 1st of each year, and each three months thereafter, seniority lists shall be posted. The seniority list shall contain the following information:

- (1) the employee's name;
- (2) employee's job title/classification;
- (3) the number of hours of seniority accrued.

(b) The seniority list shall be posted by the Employer for a minimum of 30 days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the 30 days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct.

(c) At the time of posting, a copy of the seniority list shall be given to the steward and one copy to the union staff representative.

10.3 Calculation of Seniority for the First Collective Agreement

(a) The parties have agreed that from January 1, 2000 seniority will be counted on the basis of hours worked to a maximum of 1950 per year. Seniority will be expressed as a number of whole years and so many hours.

(b) It is agreed the employee's most recent start date with the Company will be used to calculate seniority up to December 31, 1999. It is also agreed that for this period no distinction as to hours worked would be made between regular, part-time or casual employees. For this purpose, every whole or partial calendar year after the employee's most recent start date up to December 31, 1999, will be credited as a whole or partial year of seniority. For example, an employee who began employment on July 1, 1990 will have nine and one-half years or nine years and 975 hours seniority as of December 31, 1999.

10.4 Bargaining Unit Seniority for Member Moving In and Out of the Bargaining Unit

(a) Bargaining unit members who go to temporary non-bargaining unit jobs in LifeLabs:

- (1) *For less than six months* - members will continue to earn seniority.
- (2) *For periods greater than six months* - members earn seniority for the first six months, and then do not earn seniority after the six-month period. If such a member returns to the bargaining unit, they will retain their previous bargaining unit seniority and receive their non-union bargaining seniority for all of the time worked with LifeLabs outside the bargaining unit immediately upon return to their bargaining unit position.

(b) LifeLabs employees varied into the bargaining unit shall have Clause 10.3 Calculation of Seniority for the first collective agreement, apply to them.

(c) Non-bargaining unit LifeLabs employees coming into the bargaining unit shall have Clause 10.3 - Calculation of Seniority for the first collective agreement, apply to them.

(d) Bargaining unit members who go to permanent non-bargaining unit positions in LifeLabs and return to the bargaining unit shall retain both non-bargaining unit and previous bargaining unit seniority.

10.5 Loss of Seniority

(a) An employee on leave of absence, without pay, shall not accrue seniority for leave periods over 30 calendar days.

- (b) An employee shall continue to accrue seniority if they are absent from work with pay or are on employer related Workers' Compensation wage loss replacement benefits or wage loss replacement benefits (for example sick leave, pregnancy/parental leave).
- (c) An employee shall lose their seniority and be deemed terminated in the event that:
- (1) the employee is discharged for just cause;
 - (2) the employee resigns their employment or abandons their position;
 - (3) the employee is on layoff for more than 12 months;
 - (4) upon being notified by the Employer by registered mail at their last known address that they are recalled from layoff, they fail to contact the Employer within seven days and fail to return to work within 14 days.

10.6 Re-Employment

An employee who resigns their position or retires and is offered re-employment within 90 days shall be granted a leave of absence without pay covering those days absent and shall regain all previous seniority. For whatever health and welfare benefits the employee is eligible, any waiting period shall be waived effective the first of the month following the commencement of re-employment if the employee had previously completed the waiting period. Such an employee shall not accumulate seniority or benefits or be covered by health plans during the period between resignation and re-employment.

10.7 Bridging of Service

If a regular employee terminates as a result of a decision to care for a member of the immediate family, and is re-employed, the employee, upon application, shall be credited with the amount of seniority accumulated at time of termination and the appropriate vacation entitlement.

The following conditions shall apply:

- (a) the employee must have been a regular employee with at least three years of seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than five years; and during that time the employee must not have been engaged in remunerative employment for more than six months excepting employment with this Employer as a casual;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

ARTICLE 11 - JOB SECURITY, LAYOFF AND RECALL

11.1 Definition of Layoff

Layoff of a regular full or part-time employee means the displacement of an employee from their position. A layoff does not include a temporary cessation of employment or reduction of hours for a period not exceeding seven working days and which is the result of an act of nature or an emergency beyond the control of the Employer.

11.2 Consultation Process

- (a) The Employer shall notify the Union in writing, not less than 60 days prior to affecting any proposed labour adjustment initiative that could impact a significant number of employees, in accordance with Section 54 of the *BC Labour Relations Code*.
- (b) A consultation committee of two employer and two union representatives will meet within seven days of the written notice in (a) above. The Committee will be mandated to address the requirements of Section 54 of the *Labour Relations Code*, make recommendations to the parties based on the provisions of the collective agreement and the *Code*, and participate in the implementation of Article 11 - Job Security, Layoff and Recall. The Committee will meet as necessary to carry out its mandate. One of the union appointees to the Committee will be from the bargaining unit and on employer paid leave in order to assist the Union in this consultation process.
- (c) The parties agree to consider voluntary solutions to problems and adjustments which arise from downsizing and restructuring. The parties will endeavour to achieve them through permanent or interim solutions, where practicable. Voluntary options considered will include, but not be limited to, early retirement incentives, voluntary layoff, retraining, temporary assignments and relocations. Voluntary options agreed to during the consultation process will be offered to the employees identified during this process.
- (d) If the parties do not agree to voluntary solutions, positions to be made redundant will be identified by the Employer. Notice of layoff will be made in accordance with the terms of the collective agreement.

11.3 Layoff Disclosure

In the case of a layoff, and upon the request by the Union, the Employer shall provide the Union with the estimated number of positions to be affected on each team and in each classification, vacant positions, an up to date seniority list, and the FTE status of employees in the affected team/geographical area.

11.4 Layoff Procedure

(a) *Regular Employees*

- (1) Layoffs will occur in reverse order of seniority by classification within a team. Vacant positions will be identified and offered to employees by their classification and seniority consistent with options (2) and (3) to avoid layoff or displacement, if possible.

In the case of PSCs, layoffs will occur in reverse order of seniority by classification within a PSC worksite. Vacant positions will be identified and offered to employees by their classification and seniority within their team, then options (2) and (3) to avoid layoff or displacement, if possible. A regular PSC employee shall have the option to displace the most junior regular employee in the same classification and same team in their current range, one range above or below their current range, and if there is no junior employee within those ranges the nearest available range, provided they have the qualifications and skill to perform the work after a brief period of familiarization; if not possible then;

- (2) A regular employee shall have the option to displace the most junior regular employee in the same classification and same geographic area within their current range, one range above or below the current range, and if there is no junior employee within those ranges the nearest

available range, provided they have the qualifications and skill to perform the work after a brief period of familiarization; if not possible then;

(3) A regular PSC employee shall have the option to displace the most junior regular employee in the same classification in the bargaining unit, within their current range, one range above or below their current range, and if there is no junior employee within those ranges the nearest available range, provided they have the qualifications and skill to perform the work after a brief period of familiarization;

(4) For the purposes of Clause 11.4 only, Technical Resources or Team Leads may bump Technologists and are considered to be in the same classification, and Mobile Lab Clinical Technical Assistants or Site Leads may bump Clinical Technical Assistants and are considered to be in the same classification; Equipment Specialists and LTA - Technical Resource may bump Laboratory Technical Assistants and are considered to be in the same classification; and Schedulers may bump CIS or MLS coordinators and are considered to be in the same classification. In no case shall employees be able to bump into a job with a higher wage rate;

(5) A regular employee displaced by an employee exercising option (2) shall have the option to displace a more junior employee in option (3);

(6) A regular employee who has been given notice of layoff or been displaced has the option of going on the recall list and/or the team's casual hours list in order of their seniority; or accept layoff and severance as outlined in Clause 11.6;

(7) For the purposes of this clause, the range of hours for regular employees shall be as follows:

Range 1:	Less than 0.2 FTE
Range 2:	0.2 to 0.39 FTE
Range 3:	0.4 to 0.59 FTE
Range 4:	0.6 to 0.79 FTE
Range 5:	0.8 to 0.99 FTE
Range 6:	1.0 FTE

(b) *Displacement and Recall List*

(1) An employee given notice of layoff or displaced under this clause shall notify the Employer within seven calendar days thereafter, whether the employee will exercise any right they may have to displace another employee under this article, or whether the employee wishes to select option (6) above.

(2) An employee on the recall list shall retain seniority rights for 12 months for the purpose of Clause 21.3 - Postings and recall under this article. If they are not successful at posting or have not been recalled into a position within 12 months they shall be removed from the recall list.

(3) The Employer shall send all postings to employees on the recall list. The employee shall be responsible for ensuring that the Employer is informed of the employee's current address at which the employee can be contacted.

(4) If an employee on the recall list posts into a position, but the employee is again returned to the recall list within 30 calendar days after the employee returns to work, the employee shall

be deemed to have been laid off continuously from the date the employee was first placed on the recall list.

(5) In the event a permanent vacancy occurs in the same classification, same team (or outside of the team if the employee has voluntarily indicated the geographic area), in the current range of hours, or one range above or below and if the employee has the qualifications and skills to perform the work after a brief period of familiarization, the laid off regular employee that selected regular recall pursuant to Clause 11.4(a)(6) shall be recalled to fill the position. The recall notice shall be by courier or electronic mail and indicate delivery and receipt by the employee. The employee must accept the position in writing within seven calendar days of receipt or they are deemed to have relinquished their right to regular recall and regular status (if on the team casual list), or resigned their regular position. The return to work date will be established in consultation with the recalled employee, and in a reasonable manner considering circumstances.

11.5 Layoff Notice

The Employer shall give 14 calendar days written notice to a regular employee who is to be laid off onto the recall list, casual list or exercises their options pursuant to Clause 11.4. If the employee does not have the opportunity to work their scheduled number of regular hours in the 14 day period after such notice, they shall be paid in lieu of work for the scheduled number of regular hours that were not made available.

11.6 Severance Pay

An employee laid off pursuant to Clause 11.4 shall be entitled to severance pay based on length of service as follows:

Length of Service	Severance
Post-probation	1 week
1 year	2 weeks
2 years.....	3 weeks
3 years.....	4 weeks
4 years.....	5 weeks
5 years.....	6 weeks
6 years.....	7 weeks
7 years.....	8 weeks
8 years.....	9 weeks
9 years.....	10 weeks
10 years.....	11 weeks
11 years.....	12 weeks
12 years.....	13 weeks
13 years.....	14 weeks
14 years.....	15 weeks
15 years.....	16 weeks
16 years.....	17 weeks
17 years.....	18 weeks
18 years.....	19 weeks
19 plus years	20 weeks

Severance pay for part-time employees shall be prorated based on their regularly scheduled hours.

Employees outlined above whom opt for severance will not be subject to recall in accordance with Clause 11.4. Upon receiving severance, an employee will be deemed to have resigned.

11.7 Early Retirement Incentive

If the parties agree through the Clause 11.2 - Consultation Process to early retirement incentives being offered to eligible employees 55 years of age or greater, the severance pay in Clause 11.6 will be amended to one and one-half times the number of weeks of severance pay indicated in the chart. Employees with length of service of 25 plus years of service would receive 39 weeks of severance pay.

11.8 Benefits During Recall

Regular employees on layoff shall be entitled to the following benefits for a 12 month period from the day of layoff, provided the employee prepays 100% of the benefit premiums with post-dated cheques:

- Basic Medical (MSP)
- Extended Health
- Group Life, AD&D
- Dental

If an employee obtains alternate employment and they receive benefits, paid for in whole or in part, through the new employer, the employee must advise LifeLabs, and that employee shall no longer be entitled to benefits while on the recall list.

ARTICLE 12 - HOURS OF WORK

12.1 Hours of Work

- (a) The Employer's business is a 24 hour a day, seven day a week operation.
- (b) The scheduled daily hours of work for each employee shall be a minimum of four consecutive hours, exclusive of meal periods. An employee may opt to report to work for a minimum of two hours for such purposes as, but not limited to, departmental meetings, unforeseen or emergent situations, by mutual agreement only. Notwithstanding the foregoing, split shifts may occur from time to time as a consequence to backfilling for partial shift absences. Regular part-time employees and casual employees on the Team Casual List have the option to work a split shift in order of seniority, or decline without penalty. The Joint Labour/Management Committee will consider approval of split shift assignments on a trial basis for temporary operational reasons. It is not necessary to convene a meeting of the Committee to initiate the process.
- (c) With mutual agreement at the team level between the employer designate and the designated shop steward, employees may work up to nine hours and 22 minutes a day on a four day workweek or eight hours and 20 minutes a day for nine days in a fortnight; or the designates may agree to a 10 day fortnight of six workdays one week and four workdays the following week, based on seven and one half hours per day. Cancellation of any such mutual agreement may be made by either designate giving the other designate 60 days' notice in writing.
- (d) If shifts are scheduled so that there are not eight hours between the end of an employee's shift and the start of the next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the eight hour period.

12.2 Scheduling Regular Full-Time Employees

Full-time employees shall be scheduled for their five consecutive day assignment each week and the Employer shall make all reasonable efforts to schedule two consecutive days off each week.

12.3 Posting of Shift Schedules

The Employer shall arrange all shift schedules and post them at least 14 days in advance of the effective date. The Employer shall make all reasonable efforts to post the minimum weekly hours of a float schedule at least seven days in advance.

If, because of an emergent or unforeseen situation, the shift schedules cannot be posted as above, the Employer will make every effort to post the shift schedules as soon as possible.

12.4 Scheduling Regular Part-Time Employees

Each regular part-time employee's position will be expressed as a proportion of 37½ hours per week and be based upon the hours of work awarded to the employee pursuant to Article 21 - Postings and this clause. A regular part-time employee's scheduled hours may be increased or decreased by up to seven and one-half hours per week without the need for posting the position pursuant to Article 21 - Postings. Any such increase may result in converting a part-time employee to full-time status, and shall not be considered a layoff. Any such decrease in hours shall not be considered a layoff. However, in the event that such a reduction results in a loss of health and welfare benefits, the employee may choose to stay in the job, or the process outlined in Article 11 - Job Security, Layoff and Recall will be initiated.

Where the Employer has identified a requirement to increase hours in a PSC or analytical team, if two or more regular part-time employees' existing schedules make them eligible for the increase, the hours shall first be offered in order of seniority within the PSC or analytical team. If no eligible employee accepts the hours the Employer shall assign the increased hours in reverse order of seniority.

In the event that the Employer has identified a requirement to decrease hours in a PSC or analytical team, the decrease shall be effected in reverse order of seniority among those employees in the PSC or analytical team whose existing schedule cause them to be eligible for the decrease.

Part-time employees shall not be required to work in excess of six consecutive shifts.

12.5 Rest and Meal Periods

- (a) Employees working a full day shall receive one paid rest period of 15 minutes duration in each half of the day scheduled as workload permits.
- (b) Employees working less than a full day and a minimum of four hours in a day shall receive one rest period of 15 minutes duration scheduled as workload permits.
- (c) Where mutually agreed at the Team/worksites, the two 15 minute breaks, pursuant to (a), can be combined.
- (d) An unpaid meal period shall be scheduled as close as possible to the middle of each shift of over five hours without interfering with service to a patient or disrupting the operations of the Employer, and shall be taken away from the work area. The length of the meal period shall be scheduled for a period of 30 minutes to 60 minutes as determined by the Employer.
- (e) In the case of single person PSC's, when scheduling a 30 minute uninterrupted meal period becomes a problem for the employee, the Employer agrees to close the office for at least 45 minutes.

(f) When an employee is required to work in excess of two and one-half hours overtime immediately before or after completion of their scheduled daily hours, they shall receive one additional paid rest period of fifteen minutes, scheduled as workload permits.

12.6 Minimum Reporting Pay

Any employee reporting for work at the call of the Employer and then no work is provided shall nevertheless receive four hours straight-time pay for so reporting, or in the case where an employee has commenced work, the employee shall receive a minimum of four hours straight-time pay.

12.7 Changing an Employee's Assigned Schedule

(a) If modifications are made to a regular employee's assigned schedule on a permanent basis with less than two weeks' notice, the employee shall be paid at time and one-half the employee's regular rate for the first rescheduled shift.

(b) If a regular employee's schedule is changed temporarily with less than two days' notice, the employee shall be paid at time and one-half the employee's rate for the first rescheduled shift. This change to the schedule must be communicated with the employee. This does not include additional overtime hours.

(c) If a graveyard shift is created, that job will be posted and awarded in accordance with Clause 21.3 - Postings. If no one with the qualifications and skills necessary for the position applies for it, the job will be assigned to the most junior person in the classification on the team who has the skills and qualifications required for the job after a brief period of familiarization.

(d) Modifications may be made to a regular employee's assigned schedule in accordance with (a) and (b) above, and in accordance with the following:

- (1) the modification must be consistent with operational requirements; and
- (2) the Employer must first inquire into and give prior due consideration to the importance placed by the affected employee(s) on the existing hours of work.

(e) The provisions of (a), (b) and (d) above shall not apply to Float positions or to part-time employees who accept hours/shifts in excess of their position.

12.8 Allocation of Casual Hours

(a) If the Employer requires hours to be worked in addition to the scheduled hours worked by regular full-time and regular part-time employees, the Employer will allocate such additional work to employees on a Team's Casual Hours List. Each Team's Casual Hours List shall include the names of casual employees, and regular part-time employees who have notified the Employer of their desire to work additional hours, and whose names have not been removed from the list under this clause. Additional hours shall be allocated to employees on the Team Casual List in order of seniority providing:

- (1) the employee is qualified and has the skills to perform the work;
- (2) the employee has submitted their availability;
- (3) the employee accepts all of the extra hours connected to an assignment.

In order to maintain the skill level of a casual employee and notwithstanding the preceding, up to 15 additional hours may be assigned out of seniority order to such a casual employee who has not had the opportunity to work 15 hours each month.

(b) Employees must commit to provide ongoing availability that meets the Employer's operational needs. In the event the operational needs are not being met, the Employer will approach employees on the Team's Casual Hours List to voluntarily increase their availability to meet those needs. If the operational needs cannot be met on a voluntary basis, the necessary number of employees, in reverse order of seniority, must increase their availability.

Employees who will not provide availability that meets the Employer's operational needs shall be removed from the list.

Both employees and the Employer agree to exercise reasonableness under this article.

(c) All employees on the Team's Casual List must provide availability in writing by January 31st for each calendar year. An employee who does not provide an availability form by the required date, shall be placed at the bottom of the list for the first calendar quarter, in seniority order. Employees who do not provide availability forms by February 28th shall be removed from the list. If an employee's availability changes, they must submit a revised availability form for approval by management.

(d) Employees will be offered additional hours on the posted schedule by phone, in person, email or by other mutually agreeable means of communication. An employee who refuses the additional hours offered or does not respond to a call for work during the time when the employee has said they would be available, on more than 10 occasions in a calendar year, will be deemed to be not meeting operational needs, and shall be removed from the list. When an employee reaches six refusals in a calendar year, the employee and Union shall be notified.

If an employee returns a call from a message left for a shift and the shift remains unfilled they will be assigned the shift. If the shift has been filled, the employee will be advised the shift is no longer available. If an employee(s) leaves a message to indicate their availability to work the shift, the Manager or their designate will only be required to contact the employee awarded the shift.

(e) A refusal does not include being unavailable for additional hours as a result of the illness of the employee, a medical or dental appointment of the employee, the bereavement of immediate family as defined in Clause 17.1 - Bereavement Leave, or the special circumstances set in Clause 17.3 - Special Leave.

(f) Casual employees may request unavailability for up to three calendar weeks per calendar year, in week long blocks. Approval of regular employees' vacation periods shall take priority over approval of casual employees' periods of unavailability.

(g) Clause 12.9 - Allocation of Casual Hours does not apply with respect to hours that a regular employee is required to work following the completion of their scheduled shift, or elsewhere when overtime is worked by a regular employee.

(h) The Employer may establish policies and procedures related to casual availability. Such policies and procedures will be administered in a fair, equitable, and non-discriminatory manner based on operational needs.

(i) Casual and regular part-time employees on the Team Casual List who do not receive benefits may be eligible for the benefit allowance outlined in Clause 24.1(b) - Health and Welfare Benefits.

(j) Casual employees shall not be required to work in excess of six consecutive shifts.

12.9 Reduction of Hours

By mutual agreement between the Employer and the employee, regular employees may reduce their number of regular hours.

12.10 Scheduling

If an employee or a group of employees are not satisfied with the application of Article 12, the employee(s) shall have the right to:

- (a) First refer the matter to Article 25 - Labour Management Committee which shall review it and attempt to resolve implementation and scheduling issues.
- (b) Following the action outlined above, an employee(s) who believes the collective agreement has been breached may access the grievance procedure.

12.11 Voluntary Reduction in Hours

Full-time employees whose age and seniority equals 75, or those with 25 years or more seniority, who want to reduce their hours, may do so subject to the following:

- (a) The number of positions permitted per Team shall be a determination of the supervisor or manager.
- (b) Where there are more requests than available positions, seniority shall prevail.
- (c) The full-time position will be maintained and, notwithstanding other provisions of the collective agreement, the hours given up shall be filled as casual hours, if required.
- (d) The employee shall be available for call-in up to full-time when needed by the Employer.
- (e) If a part-time position in the same team, same classification and same number of hours per week is posted the person must apply. If successful, they will become regular part-time and can only change subject to posting or other terms of the collective agreement.
- (f) If the employee leaves LifeLabs the full-time position is restored and posted, if required.
- (g) While an employee is working reduced hours they cannot have other employment.

12.12 Shift Exchanges

Employees may exchange shifts with the prior approval of the Employer, provided that a minimum of three business days advance notice in writing is given and there is no increase in cost to the Employer. The Supervisor may approve shift exchanges with less than three days' notice. The maximum number of shift exchanges allowed will be at the discretion of management, but approval will not be unreasonably denied.

Employees on a shift exchange will be paid at their regular rate for the hours worked and both employees involved in the exchange must complete and sign the Company designated shift exchange form.

12.13 Request for Change in Schedule

An employee may request a temporary change in their schedule in order to accommodate extraordinary child care or elder care, arrangements or care for a partner once the employee has exhausted all

reasonable options. The Employer will make all reasonable efforts to accommodate the change if it is operationally feasible and does not cause undue hardship.

ARTICLE 13 - OVERTIME

13.1 Overtime Definitions

Overtime work shall be compensated at the following rates:

- (a) time and one-half for the first two hours of overtime on a regularly scheduled workday seven and one-half hours;
- (b) double-time for each hour worked in excess of those in (a) above;
- (c) time and one-half for all hours worked between 37½ and 45 hours in a week, excluding from calculations, hours for which overtime is paid pursuant to (a) and (b) above;
- (d) double-time for all hours worked in excess of 45 hours in a week, excluding from calculations, hours for which overtime is paid pursuant to (a) and (b) above.

13.2 Overtime Entitlement

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime work is authorized in advance. Due to the nature of work performed, employees may have to work overtime and get approval later. In this case, the overtime work must be reported as and when required by the Employer and overtime that is reasonable in the circumstance shall be approved. Overtime shall be calculated in 15 minute increments. Employees shall not be entitled to any compensation for periods of overtime of less than 10 minutes in any 15 minute increment.

Employees are expected to always be punctual and ready to commence work at the start of their scheduled shifts. Should this not occur, employees may be provided the opportunity to voluntarily, make up their lost time, subject to Supervisor/Manager approval in advance. Such approval shall not be unreasonably withheld.

13.3 Right to Refuse Overtime

- (a) All employees shall have the right to refuse to work overtime, except when required to do so in an emergency situation, without being subject to disciplinary action for so refusing. Where no one volunteers for the overtime it shall be assigned in reverse order of seniority.
- (b) Emergencies shall include situations such as completing the patient specimen collection, or time sensitive testing process, completion of courier pickup or delivery, network breakdown, system trouble shooting or recovery, equipment or vehicle breakdown and insufficient qualified staff due to unforeseen employee absence.
- (c) Where an employee is consistently being required to work mandatory overtime and they have discussed their concerns with their immediate supervisor and manager and are not satisfied, then they will follow the process pursuant to Clause 19.12(d) Workload.

13.4 Recording of Overtime

Employees shall record starting and finishing times for overtime worked on a form determined by the Employer.

13.5 Sharing of Overtime

Volunteer overtime work shall be offered equitably on each team among employees having the qualifications and skills to perform the work who have indicated an interest and willingness to work overtime.

13.6 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

13.7 Callback

Employees called back to work on their regular time off at the request of the Employer shall be compensated for a minimum of four hours at the applicable overtime rates.

13.8 Emergency Calls

Employees required to take calls at home regarding equipment malfunctions or similar emergencies will have such time taking that call compensated at the overtime rate of time and one-half, in 15 minute intervals.

13.9 Overtime for Part-Time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) A part-time employee working less than 37½ hours per week, and who is required to work other than their regularly scheduled weekly hours, shall be paid at the rate of straight-time for the hours so worked up to and including 37½ hours per week.
- (c) Overtime rates shall apply to part-time employees if required to work hours in excess of (a) or (b) above. Overtime paid for hours worked in excess of seven and one-half hours in a day shall not be further counted toward the hours worked in a week.

13.10 Rest Interval After Overtime

An employee required to work overtime beyond their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime worked and the start of their next regular shift. If eight clear hours are not provided, overtime compensation for hours that overlap shall be paid.

13.11 Banking Overtime

An employee shall have the option of banking up to 30 hours of overtime per year, to be scheduled as time off by mutual agreement between the employee and the Supervisor. Any banked time not scheduled by October 31 of each year will be paid out.

13.12 Safe Journey Home

Transportation costs shall be reimbursed to employees, who do not have a personal motorized vehicle at work and are required to work unplanned overtime between the hours of 1:00 a.m. and 5:00 a.m. Employees may claim reimbursement for safe transport, between work and home, upon submission of appropriate receipts.

ARTICLE 14 - HOLIDAYS**14.1 Paid Holidays**

(a) The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	BC Family Day

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

(b) In order to receive pay for a statutory holiday, all employees must be employed for at least 30 calendar days. An employee shall not be entitled to holiday pay unless they report for work on their last scheduled shift before the holiday and on their first scheduled shift after the holiday. This restriction shall not apply if the employee is ill or on a paid leave day. Employees may be required to produce an appropriate doctor's proof of illness.

14.2 Holidays Falling on Saturday or Sunday

(a) On or before February 15th of each year, the Employer shall post a schedule indicating the dates on which all holidays occurring during the one year period immediately following, as provided for in Clause 14.1, are to be observed.

When any of the above-noted holidays falls on a Saturday or a Sunday and is not proclaimed as being observed on some other day, the schedule posted by the Employer shall specify that the holiday will be observed on the preceding Friday or the following Monday (or the preceding Thursday or the following Tuesday, where the preceding section already applies on the Friday or Monday). The day so specified for observance of the holiday shall be deemed to be the holiday for the purpose of this agreement.

Where necessitated by operational requirements or the Employer's competitive environment, the Employer may alter the day designated on the schedule as the day of observance from Monday to Friday, or vice versa, upon giving not less than 14 days written notice to the Union and the employees.

For an employee whose regular workweek falls between Monday and Friday, and for casuals, when any of the above-noted holidays falls on a Saturday and is not proclaimed as observed on some other day, the designated statutory holiday shall be deemed to be the holiday for the purpose of this agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the designated statutory holiday shall be deemed to be the holiday for the purpose of this agreement.

(b) For an employee who is subject to working on a Saturday or a Sunday as part of their regular schedule, and when any of the above-noted holidays falls on a Saturday or Sunday, the holiday shall be observed on the day that it occurs for the purposes of this agreement.

(c) In no case shall an employee be paid for the same statutory holiday twice.

14.3 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

14.4 Proration of Holiday Pay

Holiday pay for regular part-time and casual employees shall be prorated on the basis of the employee's average daily earnings exclusive of overtime and premiums. Holiday pay shall be calculated as follows:

- (a) If the employee has earned wages for at least 14 out of 28 days in the two pay periods immediately preceding the current pay period in which the statutory holiday occurs, pay shall be calculated by total hours paid, excluding overtime and premiums, divided by the number of days paid.
- (b) If the employee has earned wages for less than 14 out of 28 days in the two pay periods immediately preceding the current pay period in which the statutory holiday occurs, pay shall be calculated by total hours paid, excluding overtime and premiums, divided by 14.

14.5 Holiday Falling on a Day of Rest

- (a) When a holiday provided for in Clause 14.1 is observed on a regular full-time employee's scheduled day off, the employee shall be entitled to a day off with pay in lieu of the holiday provided for in Clause 14.1, to be taken on a day to be agreed between the Employer and the employee. If the day is not taken within the same pay period, the day must be taken before October 31 of each year. Alternatively, the employee may opt to receive pay for the lieu day(s) prior to October 31 of each year.
- (b) If any regular full-time employee is called into work on the day designated as the lieu day pursuant to (a) above or a regular part-time employee is called into work on the day designated as the lieu day pursuant to Clause 14.6, they shall be compensated at time and one-half the employee's normal rate, plus a day off in lieu.
- (c) Scheduling of regular employees on paid holidays shall be done on an equitable basis from those regular employees that have volunteered. Where no one volunteers, employees regularly scheduled on the day the paid holiday falls on shall be scheduled in reverse order of seniority.

14.6 Holiday Falling on a Scheduled Workday

When a holiday provided for in Clause 14.1 is observed on a regular employee's scheduled workday and the employee (including employees in float positions) works on that day, such employee shall be compensated at the rate of time and one half for hours worked and shall be entitled to another day off in lieu of the holiday provided for in Clause 14.1. If the day is not taken within the same pay period, the day must be taken before October 31 of each year. Alternatively, the employee may opt to receive pay for the lieu day(s) prior to October 31 of each year. Except Christmas and New Year's which shall be double-time and a half plus a lieu day.

ARTICLE 15 - ANNUAL VACATION**15.1 Vacation Year**

Regular employees will be entitled to a paid vacation away from work, prorated for part-time employees, based on completed years of service.

For the purpose of this article, regular employees shall be credited for and granted vacation earned up to April 1st in the previous year on the following basis:

Completed Years of Service	Regular Employees
Less than 1	1¼ days/month
1	15 days/year
2	15 (3 weeks)
3	20 (4 weeks)
4	23
5	25 (5 weeks)
6	25
7	25
8	25
9	28
10	30 (6 weeks)
11	31
12	31
13	31
14	31
15	32
16	33
17	33
18	34
19	34
20	35 (7 weeks)
21	37
22	38
23	39
24+	40 (8 weeks)

Vacation time is based on the number of years of completed service. Vacation pay is based on the number of straight-time hours worked in the previous vacation year plus any unpaid leave up to 75 hours.

15.2 Vacation Scheduling

- (a) Prime vacation periods commence on the closest Monday to June 15th and end on the closest Sunday to September 15th the week of Christmas and the week of New Year's Day.
- (b) Requests for vacations during any of the prime time periods will be approved subject to operational requirements as follows:
 - (1) Regular employees may request up to a total of three weeks during the prime periods.
 - (2) After each regular employee has had an opportunity to schedule three weeks in prime periods, employees may request further available vacations during the prime periods.
- (c) Regular employees submitting requests for vacation time off prior to January 31st shall have their requests approved in seniority order subject to Clause 15.2(b) by February 28th subject to operational requirements. Vacation requests for full weeks made prior to January 31st will be given priority over requests for partial weeks during prime time periods.

(d) All requests for vacations received after January 31st shall be in writing and will be approved on a "*first come*" basis, subject to operational requirements. All vacation must be requested no later than June 1st, and shall be approved on a "*first come*" basis no later than June 15th subject to operational requirements. Any vacation unscheduled by June 15th may be scheduled by the Employer.

(e) Vacation schedules, once approved by the Employer, shall only be changed for emergency situations, except by mutual agreement between the employee and the Employer. Immediately at the time of cancellation, employees shall be required to rebook cancelled time off for a future available equivalent amount of time. Where a change is made by the Employer reasonable receipted travel and accommodation costs incurred by the employee shall be covered by the Employer.

(f) Employees may elect to cash out vacation on the following basis: one - five years of service - one week; six years or more service - up to two weeks. Any employee wishing to cash out vacation for the following vacation year must notify their manager in writing between November 15 and December 15 of the previous vacation year. The vacation pay will be paid to the employee no later than January 15. Cash out requests after December 15 will only be considered for emergency situations. It is understood that employees who cash out vacation forfeit the vacation time for the applicable vacation year.

(g) Approved vacation schedules shall be posted in such a manner that employees can easily access them by March 30th.

15.3 Casual Employee Vacation Pay

Casuals shall receive 6% in lieu of vacation time.

15.4 Approved Leave of Absence with Pay During Vacation

When an employee is in receipt of sick leave benefits or on leave with pay in accordance with Clauses 17.1 - Bereavement Leave, 17.2 (a), (b) and (d) Leave for Court Appearances, 17.3(a)(5) Special Leave and 17.4 Leave for Taking Courses during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed upon time. An employee intending to claim displaced vacation leave must immediately advise the Employer and provide necessary documentation within seven days of returning to work.

ARTICLE 16 - SICK LEAVE

16.1 Sick Leave Plan

(a) All regular full-time and regular part-time employees who work 20 hours per week or more, shall have the following sick leave plan:

Regular employees who have completed their probationary period shall receive 80% of lost wages (prorated for part-time employees) for all absences five days or less due to sickness or injury. Approved absences following five consecutive days off from work will be paid at 90% of lost wages (prorated for part-time employees) until an employee returns to work or transitions to long-term disability. The proration of sick pay for part-time employees will be based on the average of all straight-time hours worked in a previous three month period. Eligibility for sick pay will be based on the average of all straight time hours worked in the previous three month period. No employee shall receive sick leave pay for any period in excess of six months per incident.

(b) If an employee has received sick leave with pay and has a legally enforceable claim to compensation or damages for earnings lost during the said period from any third party other than the

employee's own insurer under a contract of insurance, the employee shall take all steps reasonably necessary to enforce the said claim. If the employee receives any payment on account of earnings as a result of such claim, the employee shall pay to the Employer so much of the said payment as relates to the sick leave pay received for the said period.

The liability of the Employer to pay sick leave shall rank after ICBC or other third party.

Employees shall make application to the Company sick plan first. However, it is understood that if a claim is denied by the insurance carrier, employees may make application to EI for sickness benefits.

In order to facilitate the administration of this article, employees shall complete a wage recovery authorization form. If the form is not received in a reasonable time given all the circumstances, sick leave payments shall be stopped.

(c) Employees in receipt of third party wage loss payments shall be entitled to all benefits and entitlements of the collective agreement as if they were on sick leave in accordance with current practice, i.e. health and welfare plans, pension contributions.

(d) A sick leave period identified in Clause(a) shall run concurrent with any period the employee is in receipt of WCB wage replacement, ICBC weekly indemnity payments or other insurance wage replacement benefits.

16.2 Long-Term Disability

The Employer shall arrange for a long-term disability insurance plan for employees who are under 65 years of age covered by this agreement, which shall provide for coverage in accordance with the provisions of Appendix B - Long-Term Disability Insurance Plan. Provided that the provisions of the insurance plan arranged by the Employer are in accordance with Appendix B and generally accepted standards in the insurance industry, the Employer's obligations hereunder are limited to arranging the insurance plan and paying premiums.

16.3 Employee to Inform Employer

An employee shall advise the Employer as soon as possible of the employee's inability to report for or remain at work because of illness or injury and the probable date of return to work. Employees shall cooperate with the Employer in exploring options for a successful return to work and shall participate in return to work programs subject to medical fitness.

16.4 Medical Examinations

Where the Employer requires an employee to submit to a medical examination, the Employer shall bear the expense of the examination and any medical report required by the Employer if the Medical Services Plan of British Columbia refuses to pay the costs. If the Employer requires an employee to submit to an independent medical examination, the Employer shall pay for the out-of-town costs of travel to and from the employee's home and the appointment and any reasonable expenses such as meals, hotel and mileage. If a note confirming illness has been requested by the Employer, the Employer shall reimburse the employee for the medical practitioner's fee, if such a fee is charged.

ARTICLE 17 - SPECIAL AND OTHER LEAVE

17.1 Bereavement Leave

In the case of death in the immediate family of a regular employee not on leave of absence without pay, the employee shall be entitled to bereavement leave at the employees' regular rate of pay. Such leave shall be up to a maximum of five scheduled working days, and shall be taken within four weeks of the death unless a religious/cultural accommodation is requested and approved. It is understood that the employee has the ability to split the five day entitlement between the date of death and the date of the service.

For family relationships that fall outside the definition, above, an employee shall first apply for unused vacation leave. If the employee has no unused leave, or is denied vacation leave, they shall apply for an unpaid leave pursuant to Clause 17.7. Any denials of request for leave may be escalated to the Manager, Director and National Manager, Labour Relations, for review.

17.2 Leave for Court Appearances

- (a) The Employer shall grant paid leave to an employee, not on leave without pay, who is required by law to serve as a witness in a matter related to the business of the Employer.
- (b) The Employer shall grant leave without loss of regular pay to an employee who is required by law to serve as a juror.
- (c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) The Employer shall grant leave without loss of regular pay to an employee during the period that the employee is subpoenaed to serve as a witness in a matter unrelated to the business of the Employer.
- (e) Where a matter unrelated to the business of the Employer occasions a court appearance, the employee shall first apply for unused vacation leave. If the employee has no unused vacation leave, they shall apply for an unpaid leave of absence. Such leaves will not be unreasonably withheld.
- (f) Where an employee charged with an offence is jailed, the employee shall first apply for unused vacation leave. If the employee has no unused vacation leave, they shall apply for an unpaid leave of absence. Such leaves, to a maximum of five calendar days, will not be unreasonably withheld.
- (g) For all the above leaves, the employee shall advise the Employer immediately upon the employee becoming aware that it may be necessary for the employee to request such leave.

17.3 Special Leave

- (a) Where leave from work is required, a regular employee shall be entitled to special leave at their regular rate of pay, to a maximum of 30 hours per year, prorated for regular part-time employees, for the following:
 - (1) marriage of the employee 1 day;
 - (2) serious household or domestic emergency - (including the care of an ill or injured family member as listed in (d) below if the family member resides in the employee's home, or if the family member resides

- outside of the employee's home and the employee has primary responsibility for that family member)..... up to 7½ hours per occasion;
- (3) birth or adoption of the employee's child, (provided the employee is not already on an approved leave) 2 days;
- (4) attend their formal hearing to become a Canadian citizen 1 day;
- (5) attend a service as pallbearer or mourner of the employee's niece, nephew, aunt, uncle, co-worker, their spouse or child up to 1 day.;
- (6) inclement weather up to 7½ hours.
- (b) Two weeks' notice is required for leave under (a)(1) and (4).
- (c) Leave will be granted only for the workday on which the situation outlined in (a)(1)-(5) (6) inclusive occurs, and only to employees who would normally be scheduled to work on the day on which the situations occur.
- (d) *Family Responsibility*

An employee is entitled up to five days of unpaid family responsibility leave during each year to meet responsibilities relating to:

- (1) the care, health, or education of a child in the employee's family;
- (2) the care or health of any member of the employee's family.

"*Family*" is considered as someone permanently residing in the employee's household, for whom the employee has primary care, or a family member, including (father, mother, brother, sister, son, daughter) residing in a different location.

At the employee's option, the unpaid leave, noted above, can be paid leave by the use of the following:

- Banked overtime;
- Earned vacation entitlement
- Banked lieu days.

17.4 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) A regular employee may be granted leave without pay, to take courses related to the Employer's business which the Employer approved in advance, in which the employee wishes to enrol.

17.5 Full-Time Union or Public Duties

Upon written request of an employee submitted not less than six weeks prior to the date upon which the requested leave is to commence, the Employer shall grant leave of absence without pay:

- (a) for a maximum period of 90 days, to permit an employee to seek election in a federal, provincial, municipal, First Nations or other Indigenous government election;

- (b) for a period of 12 months for an employee appointed to a full-time position with the Union or any body to which the Union is affiliated;
- (c) for a period of up to 36 months which period shall be renewed upon request of the Union for an employee elected to the position of President, Treasurer, Executive Vice-President or Vice-President of the B.C. General Employees' Union.

In the event of (b) above, an employee must provide two weeks' notice prior to the leave expiry of their intent to return to LifeLabs.

17.6 Elections

Any employee eligible to vote in a federal, provincial, First Nations or other Indigenous government election or a referendum shall have the number of consecutive clear hours, prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

17.7 General Leave

Notwithstanding any other provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee to enable the employee to deal with a personal emergency, other unusual circumstances or for other reasons. Such leave shall not be unreasonably withheld. A reasonable denial of a leave application shall include, but is not limited to, leaves for working for another employer and leaves which compromise operational requirements. All requests and approvals for leave shall be in writing.

17.8 Leave for Medical and Dental Care

Employees shall schedule medical and/or dental appointments outside of regularly scheduled working hours where possible. Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, the Employer shall permit reasonable paid time off for medical and dental appointments for regular full-time employees and regular part-time employees whose position is .6 or higher or, where required, to enable such employees to accompany a dependent child to a medical or dental appointment. The maximum payment under this clause shall not exceed two hours pay, per appointment.

17.9 Emergency Service Leave

Where employees' services are required for emergency operations by request from the Provincial Emergency Program or appropriate police authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

17.10 Mandatory Evacuation Order Leave

- (a) Notwithstanding any other provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee to enable the employee to deal with a mandatory evacuation order and such leave shall not be unreasonably withheld. The employee shall have the option to be paid from one of the following:
 - (1) banked overtime;
 - (2) earned vacation entitlement;
 - (3) banked lieu days.

Notwithstanding Clause 10.5(a) - Loss of Seniority, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 24 - Health and Welfare Benefits for a period of 30 calendar days.

17.11 Donor Leave

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or any organ that is listed in the HealthLinkBC organ donation program. The employee will provide documentation from a qualified medical practitioner stating the expected duration of leave required.

17.12 Other Religious Observances

Employees who are bona fide members of a recognized non-Christian religion are entitled to up to two days' leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.

A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

Employees granted leave under this provision may utilize unused vacation or lieu days.

17.13 Compassionate Care Leave

An employee is entitled to leave without pay to provide care or support to a family member who has a serious medical condition with a significant risk of death within 26 weeks, and requires the care or support of one or more family members, as outlined in the *Employment Insurance Act*.

Family members include those defined in the *Employment Insurance Act* Compassionate Care Benefits.

Notwithstanding Clause 10.5(a) - Loss of Seniority, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 24 - Health and Welfare Benefits. An employee must provide their portion of benefit premiums for the first of every month.

17.14 Health and Welfare Benefits While on Unpaid Leave of Absence

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of 30 calendar days. For any leave of absence or accumulation of leaves of absence in excess of 30 calendar days, benefit coverage may be continued by the employee, provided the carrier allows it and provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer.

17.15 Domestic Violence

(a) The parties recognize that employees may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that, when there is adequate verification from a medical practitioner, an employee who is in an abusive or violent situation will not be subject to discipline without giving full consideration to the facts in the employee's personal situation and to the incidence or circumstance otherwise supportive of discipline.

Such situations shall be treated in the strictest confidence by all parties involved.

(b) It is further agreed that an employee who is absent from work as a result of abuse or violence in their personal life, and provides verification from a medical practitioner, shall be entitled to sick leave benefits for the duration of the absence, in accordance with Article 16 - Sick Leave and the Employer's sick leave policy.

(c) Employees who attend court as a result of experiencing domestic violence shall be entitled to court leave in accordance with Clause 17.2.

17.16 Leave Respecting Death of Child

An employee is entitled to leave of absence without pay for up to 104 weeks if they are entitled to leave respecting death of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*.

Notwithstanding Clause 10.5(a) - Loss of Seniority, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 24 - Health and Welfare Benefits. Eligible employees and members of their immediate family will also have access to the Employee and Family Assistance Program throughout the leave.

17.17 Leave Respecting Disappearance of Child

An employee is entitled to leave of absence without pay for up to 52 weeks if they are entitled to leave respecting disappearance of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*.

Notwithstanding Clause 10.5(a) - Loss of Seniority, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 24 - Health and Welfare Benefits. Eligible employees and members of their immediate family will also have access to the Employee and Family Assistance Program throughout the leave.

ARTICLE 18 - PREGNANCY, PARENTAL, AND ADOPTION LEAVE

18.1 Notification

Employees are eligible, from date of hire, for unpaid leave of absence from employment, subject to the conditions in this article. Every employee who intends to take a leave of absence under this article shall give at least four weeks' notice in writing to the Employer indicating the start date of the leave and the intended return to work date, unless there is a valid reason why such notice cannot be given. Each employee who wishes to change the effective dates of approved leave shall give four weeks' notice of such change unless there is a valid reason why such notice cannot be given.

18.2 Maximum Leave

The employee shall be granted a leave of absence for a combined period of not more than 78 weeks under this article plus any additional leave outlined in Clauses 18.4(b) and 18.5.

18.3 Pregnancy Leave

An employee is entitled to 17 consecutive weeks of unpaid pregnancy leave.

(a) The period of pregnancy leave shall commence not earlier than 13 weeks before the expected date of delivery and no later than the actual birth date, and end no earlier than six weeks after the birth

of the child, unless the employee requests a shorter period and no later than 17 weeks after the actual birth date.

(b) A request for a shorter period as outlined in (a) above, will be considered if the employee provides written notification at least one week before the employee's proposed return to work date. This notification must include a certificate from their medical practitioner stating they are able to resume work.

(c) An employee who requests leave under this article after the birth of a child or the termination of a pregnancy is entitled to up to six consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

(d) The Employer shall, upon the request of the employee, modify the commencement of pregnancy leave for any period approved in writing by a qualified medical practitioner.

(e) Pregnancy leave may be extended for up to an additional six weeks for health reasons related to the birth or termination of the pregnancy, where a medical practitioner's certificate is presented.

18.4 Parental and Adoption Leave

(a) Employees shall be granted parental leave of absence, to a maximum of 37 consecutive (or 35 consecutive weeks in the case of the birth mother who takes pregnancy leave under this article) weeks following the birth or adoption of the employee's child, as follows:

(1) for the birth parent - up to 61 consecutive weeks commencing immediately after a pregnancy leave;

(2) for the non-birth parent, including a same-sex partner, up to 62 consecutive weeks - within 78 weeks after the birth;

(3) for the adopting parent - up to 62 consecutive weeks, commencing within 78 weeks after the child is placed with the parent.

(b) In the event of an identified special need of the child as identified by a physician the employee shall be entitled to five additional weeks' leave.

18.5 Legislative Changes

If the federal *Employment Insurance Act* allows for extended leave, such leave may be added to any other leave under this article.

18.6 Vacation Scheduling

Carryover of vacation entitlement is not permitted. Employees are required to use previous vacation leave immediately before or following pregnancy/parental or adoption leaves.

18.7 Return to Work

On return from pregnancy/parental/adoption leave or extensions to such leaves, an employee shall be placed in the employee's former position or in a comparable position if the employee's position has been eliminated.

18.8 Illness

Illness arising due to or coinciding with pregnancy, during employment, and prior to leave of absence, shall be charged to normal sick leave.

18.9 Entitlements During Leave

(a) The services of an employee who is on leave under this article are deemed to be continuous for the purposes of:

- (1) calculating annual vacation entitlement with paid accrual for leave under this article to a maximum of 12 months;
- (2) Health Care Plans pursuant to Article 24 - Health and Welfare Benefits for leave under this article.

(b) The Employer must continue to make payments to health care plans during an employee's leave under this article if the employee prepays their share of the cost of the plan.

The employee is entitled to all increases in wages, seniority and benefits the employee would have been entitled to during leave under this article.

18.10 Resignation

Employees who decide to resign following pregnancy/parental/adoption leave are requested to submit a letter of resignation at least one month prior to the expected return to work date.

ARTICLE 19 - STATUTORY COMPLIANCE & HEALTH AND SAFETY

19.1 Statutory Compliance

(a) A safety and health committee shall be maintained. The Committee shall be composed equally of representatives appointed by the Employer and employee representatives appointed by the Union.

(b) Committee Responsibilities - the Safety and Health Committee shall function in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers Compensation Act*. Minutes of all Safety and Health Committee meetings shall be kept and copies of such meetings shall be sent to the Employer and the union designate. Meetings shall be held at the call of either party, but not less than once a month. The Chair of the Committee shall rotate between the parties and minutes of the meeting shall be posted on MyLab BC.

19.2 No Disciplinary Action

(a) An employee may exercise their right to refuse to do unsafe work.

(b) Where an employee acts in compliance with Section 3.12 of the Occupational Health and Safety Regulation they shall not be subject to disciplinary or discriminatory action for refusal to carry out any work process, operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person. The refusal of unsafe work must follow the process as set out in OHS Regulation 3.12. As per the process, if the refusal of unsafe work is not resolved by the supervisor, an on-site inspection and a discussion with a Health and Safety representative of the Employer will be initiated. An on-site inspection can be completed by any of the following:

- (1) A worker member of the Joint Health and Safety Committee or a Worker Health and Safety Representative;
- (2) A worker who is selected by the union representing the worker; or
- (3) Any other worker selected by the worker who is refusing unsafe work.

If not resolved, both the supervisor and the worker must immediately notify a WorkSafeBC Safety Officer who will investigate the matter without undue delay.

19.3 Safety Issues

Any matter arising around safe working conditions may be referred to the Health and Safety Committee or Worker Health and Safety representative pursuant to Article 19 of this agreement to assist the Employer to reduce the risk of occupational injury and illness.

19.4 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift without deduction from sick leave.

19.5 Investigation of Accidents

- (a) All accidents/incidents shall be jointly investigated by at least one worker representative appointed by the Union and one employer representative pursuant to and in compliance with the requirements of WorkSafeBC regulations. Accident/incident investigations must include persons knowledgeable about the type of work involved. If a union-appointed representative is not reasonably available, then the Employer may choose another Worker Health and Safety representative as refined in the WCA to participate in the investigation.
- (b) All accident/incident reports will be completed within WorkSafeBC timelines and reviewed by the appropriate Health and Safety Committee or Worker Health and Safety representatives and appropriate recommendations may be made.
- (c) If the Employer's representative is a member of the bargaining unit, nothing in this clause restricts the right of the Employer to require their representative in (a) above to complete other reports related to the accident under investigation.
- (d) In the event of a fatality, the Employer shall immediately notify the Union President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for an investigation pursuant to (a) above.

19.6 Transportation of Accident Victims

Transportation to the nearest qualified medical practitioner or hospital for employees requiring medical care as a result of an on-the-job accident shall be the responsibility of the Employer. The Employer shall reimburse transportation costs for the employee to return to the work centre, assembly point or to the employee's home, as appropriate following treatment.

19.7 Union Representatives

Employees who are representatives of the Health and Safety Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, including preparation of the minutes and

preparation for the meeting, jobsite inspection or accident investigation and any other duties incumbent of the position, in accordance with WCB Regulations. All time must be approved in advance by the employee's supervisor.

19.8 Protective Clothing and Supplies

The Employer shall supply protective clothing and supplies as required by the *Workers Compensation Act*.

19.9 Occupational First Aid Regulations and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Employees required to possess a Level 2 Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive an allowance of \$45 biweekly.
- (d)
 - (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees required to hold an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
 - (2) Where a need is identified for an employee with an Occupational First Aid Certificate, employees may indicate in writing, to their Manager, their desire to obtain the Occupational First Aid Certificate. Employees will be selected on the basis of suitability.

19.10 Training Program for Health and Safety Committee Members

- (a) The Employer and Union agree to cooperate in the promotion of safe work habits and working conditions. Annual training of Joint Health and Safety Committee ("JHSC") members and Worker Health and Safety representatives will be undertaken using the training program jointly developed by the Employer and Union.
- (b) The Program will provide eight hours of initial training for all JHSC members and designated Worker Health and Safety Representatives pursuant to the guidelines from OHS Regulation 3.27 within six months of becoming a Health and Safety representative. JHSC members and Worker Health and Safety representatives attending this training shall be on leave of absence without loss of basic pay and benefits, including necessary travel time and shall be reimbursed for expenses by the Employer.
- (c) The program shall, at a minimum, reflect the requirements and standards for a health and safety program recommended by WorkSafeBC.
- (d) Notwithstanding the above, the Union or Employer may initiate their own health and safety initiatives and training per (e) below.
- (e) JHSC members and designated Worker Health and safety representatives attending the jointly developed program or employer initiated health and safety training shall be on leave of absence without loss of basic pay, including necessary travel time and shall be reimbursed for expenses by the Employer.
- (f) In addition to the foregoing, when the Union provides OH&S training, employees on the JHSC shall be entitled to attend the union program, subject to the requirements of Clause 2.8(a) - Time off for

Union Business. Employees attending this training shall be on paid union leave and shall suffer no loss of pay, in the same process as outlined in Clause 2.8(b) - Time off for Union Business of the collective agreement. Employer members of the JHSC are welcome to attend the Union's OH&S training when course space is available.

19.11 Contact/Employee Check-in

(a) Employees who work alone shall be supplied appropriate equipment necessary in order to ensure personal safety. Appropriate equipment and the procedure for check-in outlined in (b) below, may vary dependent on the variety of work alone situations. The Joint Health and Safety Committee ("JHSC") shall consult with employees in working alone situations and WorkSafeBC to determine what equipment is appropriate, and make recommendations to the Employer pursuant to OHS Regulation 4.20.2 to minimize the risk from the hazard to the lowest level practicable using engineering controls, administrative controls or a combination of both. Equipment shall be supplied and paid for by the Employer.

(b) The Employer shall set up a check-in procedure for all employees who work alone under conditions which present a risk of injury or illness as outlined in the Occupational Health and Safety Regulation, in consultation with employees who work alone and the JHSC. The procedure will be set up with log books indicating who and how each employee was checked for safety with dates and times of every check. The Employer shall pay for any costs associated with the implementation of the procedure. The procedure will be audited by the JHSC at least annually.

19.12 Workload

The Employer and the Union are committed to maintaining the individual and collective wellness of all employees, patients and customers.

(a) The Employer shall make every effort to ensure that adequate staffing is available and ensure that all employees are advised of their job expectations, duties and responsibilities.

(b) The Employer will make every effort to fill required vacancies, pursuant to Article 21 - Postings and replace absences, if required, pursuant to Clause 12.9 - Allocation of Casual Hours. For temporary workload increases, the Employer will provide appropriate staffing levels in response, as required with the resources that are available.

(c) Where an employee is concerned that they cannot complete assignments and/or their work obligations, it is their responsibility to seek advice and direction from their Supervisor. The Supervisor will then provide direction to the employee, as necessary, on how to complete the assigned duties. This may include instructions on the priorities of the assigned duties.

(d) If the problem is ongoing and the employee is not satisfied, after discussing their concerns with their immediate supervisor or manager, they shall forward their written concerns to the Union Labour Management Committee for review.

(e) The parties agree that there will be a standing agenda item at the Joint Labour Management Meetings, effective in the first meeting following the date of ratification of this Collective Agreement. The intent of this discussion will be for both parties to discuss areas with consistent workload challenges and find ways to create efficiencies and respond to those challenges with the resources available.

(f) The Employer agrees that where workload issues are identified, they will not be used as the basis for discipline or form part of a performance evaluation.

19.13 Prevention of Violence in the Workplace

The Employer will take all reasonable steps to eliminate, reduce or minimize threats to the safety of employees. Employees will receive training at the Employer's expense in recognizing and handling such threats to safety. The Employer will provide appropriate signage, as reviewed and discussed with the Joint Health and Safety Committee and with the Joint Labour Management Committee.

In cases where there has been a violent incident involving a patient, the parties agree to utilize the process in LifeLabs Violent Incidents Escalation Process, dated May 11, 2021. The Employer agrees to meet with the Union to consult to this process prior to implementing.

19.14 Mental Health

The Union and the Employer recognize the importance of supporting and promoting a psychologically healthy workplace and as such, will continue to promote the mental health services, offering educational resources available through LifeLabs' Wellness Program.

19.15 Communicable Diseases and Parasitic Infestations

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person, and/or possessions of a person, with a communicable disease or parasitic infestations.
- (b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer will inform the employees about the inherent risk of the communicable disease or parasitic infestation.
- (c) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions will be without loss of pay. Attendance at these sessions will be voluntary and unpaid, unless specified otherwise.

ARTICLE 20 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

Section 54 of the British Columbia *Labour Relations Code* as it applies to technological, automation and other changes shall be adhered to by the parties.

ARTICLE 21 - POSTINGS**21.1 Probation for New Employees**

- (a) A newly hired employee will be subject to a probationary period for 732 hours of employment. Employees shall receive written feedback from their supervisor or manager as close as possible to the mid point of probation.
- (b) The Employer may terminate an employee during the probationary period if the Employer determines that the probationary employee is not suitable for continued employment in the classification to which they have been appointed provided that the factors involved in suitability could reasonably be expected to affect work performance.

- (c) Where an employee feels they have been aggrieved by the decision of the Employer to terminate the employee during the probationary period they may grieve the decision pursuant to the grievance procedure outlined in Article 7 - Grievances and Arbitration of this agreement commencing at Step 3.
- (d) When a probationary employee is awarded a permanent vacancy in another classification, analytical discipline, or job with a premium, the probationary period shall restart from the date the employee commences work in the new job. The performance evaluation will be based on the new job.
- (e) The probationary period may be extended up to a maximum of 488 additional hours by mutual agreement between the Union and the Employer.
- (f) During the probationary period, employees will be prohibited from applying for temporary and/or permanent positions outside of their current supervisory team.

21.2 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

21.3 Postings

- (a) All vacancies six months and greater shall be posted. All postings shall include the following information:
 - (1) full-time or proportion of part-time or casual;
 - (2) minimum number of hours per week;
 - (3) rate of pay;
 - (4) the required qualifications and skills;
 - (5) position duties and responsibilities;
 - (6) work area; and
 - (7) the start date.

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of union personnel subject to this clause.

An existing employee who posts into a temporary vacancy will revert to their previous position on the expiry of the temporary vacancy. Where a temporary employee does not hold a permanent regular or casual position, their employment will end at the end of their assignment or when there is no longer work available.

- (b) Where a required vacancy occurs, it shall be posted internally for one week.
- (c) When a vacancy is posted, all interested employees should apply. The Employer will offer the position to employees that have applied, in order of seniority and in consideration of factors reasonably expected to affect work performance, in the following order:
 - (1) Qualified employee applicants, not currently restricted pursuant to (d) below. If the position is not filled; then
 - (2) Qualified employee applicants, currently restricted pursuant to (d) below. If the position is not filled; then
 - (3) The position is posted externally.

- (d) Employees who accept a new position shall not be eligible to apply for another lateral position for a nine month period. This does not include employees who do not own a permanent regular base position and applications for positions within an employee's current Supervisor's team.
- (e) When a non-probationary employee is awarded a vacancy in another classification, analytical discipline, or job with a premium pursuant to (a) above, there will be a six month trial period. When an employee is awarded a Technical Resource or Equipment Specialist position, there will be a nine month trial period. All postings will include a reference to Clause 21.3(d).
- (f) During the trial period, if either the Employer or employee is not satisfied with the appointment, the employee will be returned to their previous position.

21.4 Grid Placement

- (a) For transfers between positions requiring equivalent education credentials or professional designation;
- (1) If an employee applies for and is awarded a position in a classification with a wage range higher than their current position, the employee will be placed at the grid step closest to, but not below, their current wage rate.
- (2) If an employee applies for and is awarded a position in a classification with a wage range lower than their current position, the employee will be placed at the grid step closest to, but not above, their current wage rate.
- (b) For transfers between positions requiring different education credentials or professional designation;
- (1) If an employee applies for and is awarded a position in a classification with an education credential or professional designation higher or lower than their current position, the employee will be recognized for relevant transferable skills with a minimum of one-year experience credited towards the new classification wage rate level.
- (2) Upon request, all such assessments of relevant transferable skills shall be provided in writing and, where there is disagreement, shall be subject to the grievance procedure of this agreement.

21.5 Training/Orientation

The Union and the Employer agree to ad hoc joint committees to develop recommendations to the Employer to improve training and orientation for all employees.

21.6 Temporary Vacancies

Temporary vacancies of six months or more shall be posted and awarded in accordance with Clause 21.3. If the temporary vacancy is 20 or more regularly scheduled hours per week, the successful applicant shall be entitled to the following health and welfare benefits, if they are not already entitled to such benefits:

- (a) *Temporary Vacancies of Six to 12 Months in Duration* - the Employer shall pay 85% of the premiums of the Medical Services Plan of BC and the Extended Health Plan referred to in Clause 24.1 - Health and Welfare Benefits, if the employee pays 15% of the premiums.
- (b) *Temporary Vacancies of 12 Months or More* - the Employer shall pay 85% of the premiums of all of the health and welfare plans referred to in Clause 24.1 - Health and Welfare Benefits with the exception of long-term disability, if the employee pays 15% of the premiums.

(c) Employees entitled to the above benefits will not receive the benefit allowance outlined in Clause 24.1(b) - Health and Welfare Benefits.

21.7 Transfers

In certain cases, relocation may be in the best interests of the employee and/or Employer. Where a bona fide reason exists, transfers may take place. The Employer shall provide a written explanation for the transfer of a minimum 14 days prior to the effective date of the transfer.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.1 Paydays

- (a) Employees shall be paid biweekly.
- (b) Errors on pay will be corrected and paid by the next payday, unless otherwise raised with Human Resources as an undue hardship, which will then be processed within 48 hours of being reported.

22.2 Rates of Pay

Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement. For information purposes, the applicable rates of pay are recorded as Appendix A to this agreement.

22.3 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person for any work at a rate of pay that is less than the rate of pay at which another person is employed for similar or substantially similar work.

22.4 Substitution Pay

In the event an employee is designated to substitute into a higher paying position, they shall receive a rate for the position that is the first step in the new position wage grid above the rate they presently receive, or the premium for the position, whichever is applicable. An employee shall receive the appropriate pay for all hours worked in the higher paying position.

22.5 Salary Protection

Effective date of ratification an employee shall not have their salary reduced by reason of placement into another position with a lower maximum salary, that is caused other than by the employee for the same period of time outlined under Clause 11.4 - Layoff Procedure as related to the employee's Length of Service. The employee will be placed at the grid step closest to but not above their current wage rate, and will remain at that wage rate until their length of service equals the step within their new classification.

22.6 Meal Allowances

Employees on pre-approved company travel or other company authorization shall be entitled to the following upon submission of receipts:

Breakfast	\$20
Lunch	\$30
Dinner	\$50

22.7 Vehicle Allowances

- (a) The parties agree that, effective the date of ratification, the kilometre rate for vehicle usage will be 54¢/km for the first 5,000 kilometres, and 48¢/km after that.
- (b) For employees required to work temporarily on another team:
- (1) Regular full-time and part-time employees who are required to work temporarily on another team shall receive the actual kilometres travelled, for the return trip, if the distance travelled to their first assignment is greater than their regular assignment.
 - (2) Employees in float positions and casuals temporarily assigned to another team, shall receive the actual kilometres travelled, for the return trip, if the distance travelled to their temporary assignment on the new team is greater than any distance they would travel on their current team.
- (c) Employees who are required to travel to a first destination within their own Team, other than their regular work location, shall be paid for the difference in the number of kilometres travelled round trip times the rate outlined in (a) above, if the distance travelled to their first assignment is greater than their regular assignment.
- (d) Employees required to travel to any additional destination(s) during the working day will be paid the rate in (a) above, for the actual distance travelled between locations, if the distance travelled is greater than the roundtrip to/from the first destination. All approved time spent traveling to any additional location(s) will be paid at the applicable rate of pay.
- (e) All reasonable travel expenses incurred by an employee while conducting the business of the employer shall be reimbursed, subject to Supervisor/Manager approval in advance.
- (f) Where ferry travel is required as part of the travel in (a), (b) or (c) above, all ferry fares will be reimbursed by the employer.
- (g) All reimbursement for travel related expenses will be paid by direct deposit within seven working days, following the date the expense is submitted by the employee and approved by the Supervisor

*vehicle allowances are only paid if any employee uses a personal vehicle to travel to work

22.8 Uniform (Shoe Allowance)

All employees required to wear uniforms shall receive an annual shoe allowance of \$135 for hours worked above 1040 up until December 31 of the previous year. The eligibility will be assessed annually and paid as a lump sum in January of the following year. If any employee does not reach the 1040 hours' requirement, they shall receive six cents per hour for all hours worked up until December 31 of the previous year.

The Employer shall provide the following uniforms, available through the Employer's approved vendor:

- Patient Service Centres, Couriers and Mobile Lab Assistants

New Hires	One-time selection of 7 pieces of clothing
Annual Refresh – 0 to 19 hours per week	3 pieces
Annual Refresh – 20 to 29 hours per week	4 pieces
Annual Refresh – 30 to 37.5 hour per week	5 pieces

In addition to the above, Couriers and Mobile Lab Assistants are eligible for an outdoor jacket on a biannual basis.

22.9 Shift Differentials

Employees shall receive 85¢ per hour for all hours worked on a shift that begins at or after 12:00 noon and ends beyond 7:00 p.m. on weekdays or \$1 for all hours worked on weekends. The weekend commences at midnight Friday thru to midnight Sunday.

Employees shall receive \$3 per hour for all hours worked on a shift which the major portion occurs between 12:00 midnight (2400 hours) and 7:00 a.m. (0700 hours).

Shift premium is payable only when one-half or more than one-half of the hours worked falls within the defined night shift. In such cases the shift premium shall be paid for the total hours worked.

Employees shall be entitled to more than one premium for any shift.

22.10 Premium Pay

The following premiums shall apply:

- \$15 per day allowance for student training, effective January 1, 2022 this premium will increase to \$16 per day;
- 75¢ per hour for on call;
- training co-workers: \$12 per day for employees designated by the Employer to train co-workers.

When an employee agrees to be on call, the employee will be required to be on call for duty under conditions that may restrict their normal off-duty activities. This does not apply for casuals and part time employees who are available for extra hours or to floats.

ARTICLE 23 - BC TARGET BENEFIT PENSION PLAN

Upon ratification, the Employer will make application to the BC Target Benefit Pension Plan on behalf of employees for membership in the BC Target Benefit Pension Plan.

As of the date of a successful application to the BC Target Benefit Pension Plan, the Employer will enrol all new employees who meet the eligibility requirements for membership in the BC Target Benefit Pension Plan.

Eligibility

Regular employees will begin to participate in the BC Target Benefit Pension Plan after they complete the probationary period.

Casual employees will begin to participate in the BC Target Benefit Pension Plan after they have completed at least 24 months of employment and earning at least 35% of the YMPE in each of two calendar years.

Contributions

The Employer's contribution rate shall be 6% of each employee's gross earnings. The Employer shall also deduct, from each eligible employee's gross earnings, 5% and remit that amount together with the Employer's required contribution on behalf of each employee to the BC Target Benefit Pension Plan.

Employees may at their own discretion make additional voluntary unmatched contributions to the BC Target Benefit Pension Plan.

Upon successful application to the BC Target Benefit Pension Plan:

- Within 120 days all eligible employees currently participating in the Defined Contribution Pension Plan will be enrolled in the BC Target Benefit Pension Plan.
- Notwithstanding (1), all existing eligible employees outlined in (1) may choose to remain with the Defined Contribution Pension Plan by advising the BCGEU in writing on the appropriate form within 120 days.
- The Employer will contribute all funds in accordance with the BC Target Benefit Pension Plan and applicable Provincial Legislation.
- The Employer will maintain the Defined Contribution Pension Plan for all employees who remain enrolled in it.

Remittance of Contributions

(a) All Employer and employee required contributions will be paid to the BC Target Benefit Pension Plan no later than 10 days after the end of the payroll period in respect of which the contributions are applicable. The remittance will be made in accordance with statutory regulations contained in the applicable Provincial Legislation.

(b) The pension remittance report will be submitted electronically or by cheque to the BC Target Benefit Pension Plan by the Employer in an excel spreadsheet.

(c) The information will be provided as follows:

- (1) Employee Identification Number;
- (2) Name;
- (3) Employee contribution amount;
- (4) Employer contribution amount;
- (5) Employee Voluntary contribution amount.

ARTICLE 24 - HEALTH AND WELFARE BENEFITS

24.1 Health and Welfare Benefits

In the event that the Employer changes benefit providers/carriers, that benefits and benefit levels shall remain the same as with the previous provider/carrier.

Employees will continue to have access to view their benefit guide through the benefit provider's website. If an employee is unable to access their guide, they can reach out to the Group Benefits team for a copy of the booklet.

(a) The Employer's share of the premiums will be 85% percent and the employees' will be 15% percent for the following plans:

Benefit	Coverage
<i>MSP:</i>	As per provincial guidelines
<i>Extended Health:</i>	80% for first \$1,000 per year

	100% after first \$1,000 per year Vision Care \$350 for every 24 months Pay Direct (Prescriptions)
<i>Dental:</i>	Basic 100% Major 60% Orthodontics 50% to a lifetime maximum of \$2,000 for dependent children
<i>Basic Life Insurance:</i>	\$70,000
<i>Basic AD&D:</i>	\$70,000
<i>Physio/Massage:</i>	Combined maximum of \$1000 per calendar year
<i>Chiro/Naturopath:</i>	Combined maximum of \$750 per calendar year

(b) Regular full-time employees will be eligible for Health and Welfare Benefits as defined above. Regular part-time employees will be eligible for Health and Welfare Benefits as defined above provided they work a regular schedule of 20 hours per week or more.

Regular part-time employees who have a regular schedule of less than 20 hours per week and work additional hours will be eligible for a 50¢ per hour allowance in lieu of benefits after working 1040 hours or greater in a calendar year. The eligibility for this allowance will be assessed annually and the allowance will be paid in the year following the qualifying year.

Casual employees will be eligible for a 50¢ per hour allowance in lieu of benefits after working 1040 hours or greater in a calendar year. The eligibility for this allowance will be assessed annually and the allowance will be paid in the following qualifying year.

(c) The Employer will pay 85% of the premiums for MSP, Extended Health and Dental for employees on long-term disability, if the employee pays 15% of the premiums. Payment will continue for the duration of their claim as long as the employee continues to pay their portion of the premium.

24.2 Employee and Family Assistance Program

(a) The Employer shall continue to provide an Employee and Family Assistance Program for employees, and members of their family normally residing with the employee, in accordance with the terms of the Employee and Family Assistance Program provided by the Employer prior to the date of execution of the agreement.

(b) This Employer funded, confidential, assessment/referral service will be monitored by the Labour Management Committee.

The Employer will consult with the Labour Management Committee regarding the selection of a service provider.

ARTICLE 25 - LABOUR MANAGEMENT COMMITTEE

25.1 Labour Management Meetings

There shall be a joint labour management committee composed of up to five union representatives and up to five management representatives. Additional members may be added to the Committee if deemed necessary by the Committee, but the Committee shall not be larger than eight members per party. The

Committee shall meet at the call of either party at a mutually agreeable time and place. The Chair of the Committee shall alternate between management and the Union. The Committee is responsible to make recommendations to the Union and Employer on the following:

- (a) reviewing matters other than grievances relating to the maintenance of good relations between the parties; and
- (b) correcting conditions causing misunderstandings, including job descriptions.
- (c) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.

Employees attending Joint Committee meetings shall suffer no loss of wages or benefits. Where meetings take place beyond or outside normal work hours members shall be compensated at straight time rates to be taken as time paid or time off in lieu at their discretion. Such time off shall be scheduled through mutual agreement with the Employer.

ARTICLE 26 - TERM OF AGREEMENT

26.1 Duration

This agreement shall be binding and remain in effect to March 31, 2024.

26.2 Notice to Bargain

This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2023, but in any event not later than midnight December 31, 2023.

Where no notice is given by either party prior to December 31, 2023, both parties shall be deemed to have been given notice under this article on December 31, 2023 and thereupon Clause 26.3 applies.

All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the President or designate.

26.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 26.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

26.4 Changes in Agreement

Any change deemed necessary to this agreement may be made by mutual agreement, in writing, at any time during the life of this agreement.

26.5 Effective Date of Agreement

The provisions of the agreement shall come into full force and effect on the date of ratification.

26.6 Agreement to Continue in Force

The collective agreement shall remain in force until the commencement of a strike or lockout or the conclusion of a new agreement.

The operation of Subsection 2 of Section 50 of the British Columbia *Labour Relations Code* (or any succeeding *Acts*) is specifically excluded from this agreement.

26.7 Copies of Agreement

(a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the Union and the Employer will make the agreement available electronically to all employees. A limited number of copies will be printed for distribution to employees. The cost of such printing and distribution shall be borne equally by the parties. Where required the Union shall distribute the collective agreement to its members and the Employer shall reimburse the Union for 50% of the distribution costs. Stewards can print agreements at work to provide to new hires, provided there is no disruption to daily operations.

Every effort will be made to post the agreement within three months of the date of ratification.

(b) The agreements shall be printed by the Union and bear a recognized union label.

**SIGNED ON BEHALF OF
THE UNION:**

DocuSigned by:
Stephanie Smith
6B01B367B8FF46D...

Stephanie Smith
President

DocuSigned by:
M. DeFields
482047B2351C4CD...

Mandy DeFields
Bargaining Unit Chairperson

Kristie Carano
Bargaining Committee

DocuSigned by:
Maryam Baghalha
19A2DB4EBDFC49D...

Maryam Baghalha
Bargaining Committee

DocuSigned by:

D6B2CE9B86C742E...

Rosario Viray
Bargaining Committee

DocuSigned by:
Wendy L Cummer
47C960193A26434...

Wendy Cummer
Bargaining Committee

DocuSigned by:
Lindsay Buss
108E456FT28846F...

Lindsay Buss
Staff Representative - Negotiations

July 21, 2022

Dated: _____

**SIGNED ON BEHALF OF
THE EMPLOYER:**

DocuSigned by:
Jennifer Cudlipp
FD09327AA1154AB...

Jennifer Cudlipp
Chief Operating Officer

DocuSigned by:
Dave Kang
470A2C06B00C438

Dave Kang
Director of Logistics and Specimen Management

DocuSigned by:
Rhonda Cresswell
575171AB4BB9447...

Rhonda Cresswell
Manager, Lab Operations

DocuSigned by:
Carrie St. Martin
A249E11E759448D...

Carrie St. Martin
Manager Labour Relations

**APPENDIX A
Wage Rates**

Classifications	Level	1-July-21	1-July-22	1-July-23
Cardiac Technologist	<i>Start</i>	\$29.05	\$29.63	\$31.01
	<i>Aft 1yr/1950hrs</i>	\$30.49	\$31.10	\$32.51
	<i>Aft 2yrs/3900hrs</i>	\$31.80	\$32.44	\$33.87
	<i>Aft 3yrs/5850hrs</i>	\$33.20	\$33.86	\$35.32
	<i>Aft 4yrs/7800hrs</i>	\$34.05	\$35.19	\$36.68
	<i>Aft 5yrs/9750hrs</i>	\$36.03	\$36.75	\$38.27
Client Information Specialist	<i>Start</i>	\$22.44	\$22.89	\$24.13
	<i>Aft 1yr/1950hrs</i>	\$23.64	\$24.11	\$25.38
	<i>Aft 2yrs/3900hrs</i>	\$24.91	\$25.41	\$26.70
	<i>Aft 3yrs/5850hrs</i>	\$26.11	\$26.63	\$27.95
	<i>Aft 4yrs/7800hrs</i>	\$26.47	\$27.00	\$28.33
Courier	<i>Start</i>	\$21.31	\$21.74	\$22.96
	<i>Aft 1yr/1950hrs</i>	\$22.70	\$23.15	\$24.40
	<i>Aft 2yrs/3900hrs</i>	\$23.77	\$24.25	\$25.52
	<i>Aft 3yrs/5850hrs</i>	\$24.49	\$24.98	\$26.27
Equipment Specialist	<i>Start</i>	\$26.00	\$26.52	\$27.84
	<i>Aft 1yr/1950hrs</i>	\$27.31	\$27.86	\$29.20
	<i>Aft 2yrs/3900hrs</i>	\$28.61	\$29.18	\$30.55
	<i>Aft 3yrs/5850hrs</i>	\$29.95	\$30.55	\$31.95
Lab Technical Assistant	<i>Start</i>	\$22.44	\$22.89	\$24.13
	<i>Aft 1yr/1950hrs</i>	\$23.64	\$24.11	\$25.38
	<i>Aft 2yrs/3900hrs</i>	\$24.91	\$25.41	\$26.70
	<i>Aft 3yrs/5850hrs</i>	\$26.11	\$26.63	\$27.95
	<i>Aft 4yrs/7800hrs</i>	\$26.47	\$27.00	\$28.33
Lab Technical Assistant - Technical Resource	<i>Start</i>	\$25.54	\$26.05	\$27.36
	<i>Aft 1yr/1950hrs</i>	\$26.48	\$27.01	\$28.34
	<i>Aft 2yrs/3900hrs</i>	\$27.45	\$28.00	\$29.35
	<i>Aft 3yrs/5850hrs</i>	\$28.46	\$29.03	\$30.40
Lab Assistant	<i>Start</i>	\$23.53	\$24.00	\$25.27
	<i>Aft 1yr/1950hrs</i>	\$24.65	\$25.14	\$26.43
	<i>Aft 2yrs/3900hrs</i>	\$25.83	\$26.35	\$27.66
	<i>Aft 3yrs/5850hrs</i>	\$27.08	\$27.62	\$28.96
	<i>Aft 4yrs/7800hrs</i>	\$28.13	\$28.69	\$30.05
Mobile Lab Assistant	<i>Start</i>	\$24.65	\$25.14	\$26.43
	<i>Aft 1yr/1950hrs</i>	\$25.83	\$26.35	\$27.66
	<i>Aft 2yrs/3900hrs</i>	\$27.08	\$27.62	\$28.96
	<i>Aft 3yrs/5850hrs</i>	\$28.37	\$28.94	\$30.30
	<i>Aft 4yrs/7800hrs</i>	\$29.48	\$30.07	\$31.46
MLS Coordinator	<i>Start</i>	\$26.00	\$26.52	\$27.84
	<i>Aft 1yr/1950hrs</i>	\$27.31	\$27.86	\$29.20
	<i>Aft 2yrs/3900hrs</i>	\$28.61	\$29.18	\$30.55
	<i>Aft 3yrs/5850hrs</i>	\$29.95	\$30.55	\$31.95
Scheduler	<i>Start</i>	\$26.00	\$26.52	\$27.84
	<i>Aft 1yr/1950hrs</i>	\$27.31	\$27.86	\$29.20
	<i>Aft 2yrs/3900hrs</i>	\$28.61	\$29.18	\$30.55
	<i>Aft 3yrs/5850hrs</i>	\$29.95	\$30.55	\$31.95
Technical Resource	<i>Start</i>	\$37.00	\$37.74	\$39.28
	<i>Aft 1yr/1950hrs</i>	\$38.35	\$39.12	\$40.69
	<i>Aft 2yrs/3900hrs</i>	\$39.77	\$40.57	\$42.17
	<i>Aft 3yrs/5850hrs</i>	\$41.28	\$42.11	\$43.74

Classifications	Level	1-July-21	1-July-22	1-July-23
Technologist*	Start	\$30.95	\$31.57	\$32.99
	Aft 1yr/1950hrs	\$32.44	\$33.09	\$34.54
	Aft 2yrs/3900hrs	\$33.87	\$34.55	\$36.03
	Aft 3yrs/5850hrs	\$35.34	\$36.05	\$37.56
	Aft 4yrs/7800hrs	\$36.74	\$37.47	\$39.00
	Aft 5yrs/9750hrs	\$38.36	\$39.13	\$40.70
Technician - Genetics	Start	\$27.93	\$28.49	\$29.85
	Aft 1yr/1950hrs	\$29.26	\$29.85	\$31.23
	Aft 2yrs/3900hrs	\$30.56	\$31.17	\$32.58
	Aft 3yrs/5850hrs	\$31.89	\$32.53	\$33.97
	Aft 4yrs/7800hrs	\$33.15	\$33.81	\$35.27
	Aft 5yrs/9750hrs	\$34.60	\$35.29	\$36.78
Technologist - Genetics	Start	\$34.92	\$35.62	\$37.12
	Aft 1yr/1950hrs	\$36.61	\$37.34	\$38.87
	Aft 2yrs/3900hrs	\$38.24	\$39.00	\$40.57
	Aft 3yrs/5850hrs	\$39.91	\$40.71	\$42.31
	Aft 4yrs/7800hrs	\$41.48	\$42.31	\$43.94
	Aft 5yrs/9750hrs	\$43.32	\$44.19	\$45.86
Technical Resource - Genetics	Start	\$46.49	\$47.42	\$49.15

Wages are as follows:

- a. Payment of \$1,500 onto the grid effective July 1, 2021
- b. Year 1: 2% retroactive to July 1, 2021 (on top of \$1,500 grid payment)
- c. Year 2: 2% effective July 1, 2022
- d. Payment of \$1,500 onto the grid effective July 1, 2023
- e. Year 3: 2% effective July 1, 2023 (on top of the \$1,500 grid payment)

One-time lump sum payment of \$1,250 to all active employees and employees on maternity leave and sick leave (SCS). To be paid within 30 days of ratification. Those on maternity leave and sick leave (SCS) will be paid upon return to work.

**Non-certified Technologists hired in the Technologist position will be paid at 10% below the applicable rate until the date they become certified. Upon passing their CSMLS exam, there shall be a pay adjustment of 10%, retroactive to the date of certification.*

APPENDIX B

Description of Long-Term Disability Insurance Plan

This appendix provides a description of some of the terms of the Long-Term Disability Plan referred to in Clause 16.2 - Long-Term Disability of the collective agreement. The Long-Term Disability Plan is provided pursuant to an insurance policy, arranged by the Employer. The terms of the insurance policy govern the availability and payment of long-term disability benefits. The following descriptions must be read as subject to and supplemented by the terms of the insurance policy. Nothing in this appendix extends the obligations of the Employer under Clause 16.2 - Long-Term Disability.

1. Enrolment

Enrolment in the Plan is mandatory for all eligible employees.

2. Eligibility for Coverage

An employee is eligible for coverage if:

- (a) the employee is an active regular full-time employee, covered under a provincial health insurance plan, and is not working on a seasonal basis; or
- (b) the employee is an active regular part-time employee working at least 20 hours per week, covered under a provincial health insurance plan, and is not working on a seasonal basis.

3. Waiting Period for Eligibility for Coverage

An employee becomes eligible for coverage on the first of the month following the completion of three months of continuous service.

4. Effective Date of Coverage

Coverage becomes effective for an employee on the date the employee becomes eligible for coverage as set out in the policy. If an employee is absent from work because of a disability due to illness or injury on the date the employee's coverage (or an increase in coverage) would otherwise become effective, such coverage (or increased coverage) will not become effective until the date the employee returns to active work for one full day.

5. Benefit Amount

The benefit payable under the insurance policy (to a maximum benefit level of \$6,000 per month) is as follows:

- (a) 60% percent of the employee's pre-disability earnings (as defined in the policy), not taxable, if the employee has chosen to pay the full amount of the premium payable for the insurance; or
- (b) 66% percent of the employee's pre-disability earnings (as defined in the policy), taxable, if the employee has chosen to pay only the employee portion of the premium payable for the insurance.

New employees eligible for LTD and hired after date of ratification of the 2016 collective agreement will be required to enrol in plan (a).

6. Availability of Income Replacement Benefits

Monthly benefits under the Plan become payable, subject to the terms of the insurance policy, if an employee becomes totally disabled while coverage is in effect and while totally disabled is:

- (a) seen by, and treated by, a licensed medical doctor (MD) within 31 days of the date the employee became totally disabled; and
- (b) absent from work for more than the six month waiting period.

No benefit will be paid for a disability which results from or is contributed to by a cause which is listed as an exclusion or limitation in the insurance policy, including, but not limited to, disabilities arising from pre-existing conditions and self-inflicted injuries.

7. Meaning of "Totally Disabled"

The phrase "*totally disabled*" means that, solely because of an illness or accidental bodily injury, an employee is unable:

- (a) during the six month waiting period and for the next 24 months, to perform the essential duties of their own occupation (type of work, not just own job); and
- (b) from then on, to work at any occupation for which the employee is, or may reasonably become, fitted by education, training or experience.

If an employee is assessed as fit to return to work, benefits will cease. Employees shall return to work into their former position or in a comparable position or, if necessary, in accordance with duty to accommodate principles.

8. Benefits Continuation

For an employee who is entitled to benefits under the Plan, monthly benefit payments will be made by the insurance company to the employee, subject to the terms of the insurance policy, for the period following the six month waiting period for as long as the employee is:

- (a) totally disabled;
- (b) under the ongoing care of a licensed doctor (MD);
- (c) residing in Canada, unless prior approval to the contrary is obtained from the insurer; but payments will not be made beyond the earliest of:
 - (i) the end of the month in which the employee ceases to be Totally Disabled or is assessed as fit to return to work;
 - (ii) the date on which the employee refuses to participate in a rehabilitation program recommended by the insurer;
 - (iii) the date on which the employee attains age 65;
 - (iv) the date the employee fails to provide satisfactory proof of ongoing disability or is not receiving accepted standard professional treatment including, where appropriate, treatment by a relevant and certified specialist.

APPENDIX C List of Arbitrators

Mark Brown
David McPhillips
Margarite Jackson
Komi Kondola
Ken Saunders
Robert Pekeles

For the purpose of Clause 1.4 - Harassment

Jane Morley
Irene Holden
Corinne Bell

LETTER OF UNDERSTANDING #1
New Certifications

LifeLabs and the BCGEU agree that if the Union should certify other employees, the parties will meet to discuss the application of the collective agreement.

LETTER OF UNDERSTANDING #2
Definition of Teams for Layoffs

1. For the purposes of layoff in Clause 11.4(a)(1) each of the following will be considered a team:
 - a. On Vancouver Island:
 - i. Specimen Management LTAs (SM, Chemistry and Hematology Support)
 - ii. Microbiology LTAs
 - iii. Microbiology Technologists
 - iv. Chemistry Technologists
 - v. Hematology Technologists
 - vi. Mid-Island PSCs: Duncan, Ladysmith, Lake Cowichan, and Mill Bay
 - vii. North Island PSCs: Campbell River, Gabriola Island, Nanaimo, Qualicum Beach, Parksville, Courtenay and Port Alberni
 - viii. Victoria Central PSCs: Victoria West of Hwy. 17, and Sooke
 - ix. Victoria Communities: Victoria East of Hwy. 17, and Sidney
 - b. On the Mainland:
 - i. Specimen Management Support LTAs (Chemistry and Hematology)
 - ii. Specimen Management BRL LTAs
 - iii. Microbiology LTAs
 - iv. Specimen Management CCB LTAs
 - v. Genetics Technicians
 - vi. Microbiology Technologists
 - vii. Genetics Technologists
 - viii. Chemistry Technologists
 - ix. Hematology Technologists
 - x. North Vancouver and Sunshine Coast Team PSCs: Dunderave, Hollyburn, Lonsdale, Lynn Valley, Park Gate, Marine Drive, Sechelt and Gibsons

- xi. Surrey/Delta Team PSCs: White Rock, Cloverdale, Scott Road, Satnam, Ladner and Tsawassen
 - xii. Richmond Team PSCs: No. 3 Road, Buswell, No. 2 Road, Steveston and Crestwood
 - xiii. Vancouver West Team PSCs: Cityview, Kerrisdale, Dunbar, Marpole, Regent, Discovery and Woodridge
 - xiv. Vancouver East Team PSCs: Champlain, Little Mountain, Southill, Main & Keefer, Victoria Drive, Gordon and Hastings
 - xi. Vancouver Central Team PSCs: Fairmont, Laurel, Broadway, Georgia, Burrard, Three Pillars
 - xvi. Nelson PSC
 - c. Kamloops:
 - i. Chemistry, Hematology, Microbiology Support and Specimen Management LTAs
 - ii. Microbiology Technologists
 - iii. Chemistry Technologists
 - iv. Hematology Technologists
 - v. Kamloops PSCs: Nicola, Tranquille, St. Paul's
 - d. Prince George:
 - i. Chemistry, Hematology, Microbiology Support and Specimen Management LTAs
 - ii. Chemistry Technologists
 - iii. Hematology Technologists
2. These teams will also apply where early retirements under Clause 11.7 are contemplated as a means to reduce staff as part of a layoff.
3. This arrangement shall not serve as a precedent elsewhere in LifeLabs and this agreement will terminate at the end of the current collective agreement unless renewed by the parties in writing.

LETTER OF UNDERSTANDING #3
Clarification of Bargaining Unit Locations

The parties agree that it would be helpful to employees, shop stewards and management to have a list of bargaining unit employee locations listed in the LifeLabs/BCGEU Collective Agreement solely for clarifying/information purposes. This list does not replace or in any way change the LRB Certificate which defines the scope of the bargaining unit and bargaining unit positions as defined by the collective agreement and certification issued by the LRB.

This list is shown below:

3680 Gilmore Way, Burnaby
 4464 Markham Street, Victoria
 7455 - 130th Street, Surrey
 110 - 1669 Victoria Street, Prince George (Technologists and Lab Technical Assistants)
 324 Gilmore Avenue, Burnaby

210 - 4250 Kingsway, Burnaby
5B - 465 Merecroft Road, Campbell River
208 - 3001 Gordon Avenue, Coquitlam
12 - 1599 Cliffe Avenue, Courtenay
114 - 1077 - 56th Street, Delta
104 - 4515 Harvest Drive, Delta
208 - 2763 Beverly Street, Duncan
102 - 149 Ingram Street, Duncan
101 - 691 Church Street, Gabriola Island
118 - 1100 Sunshine Coast Highway, Gibsons
202 - 321 Nicola Street, Kamloops
120 - 546 St. Paul Street, Kamloops
1 - 685 Tranquille Road, Kamloops
28 - 370 Davis Road, Ladysmith
1 - 78 Cowichan Lake Road, Lake Cowichan
240 - 2720 Mill Bay Road, Mill Bay
203 - 6010 Brickyard Road, Nanaimo
460 - 2980 Island Highway North, Nanaimo
155 - 4750 Rutherford Road, Nanaimo
107 - 50 - Tenth Street, Nanaimo
106 - 650 Terminal Avenue, Nanaimo
806 - Vernon Street, Nelson
102 - 845 Marine Drive, North Vancouver
201 - 3650 Mount Seymour Parkway, North Vancouver
215 - 1916 Lonsdale Avenue, North Vancouver
305 - 1200 Lynn Valley Road, North Vancouver
110 - 489 Alberni Highway, Parksville
106 - 3949 Maple Way, Port Alberni
102 - 670 Memorial Ave, Qualicum Beach
172 - 6180 Blundell Road, Richmond
170 - 6451 Buswell Street, Richmond
104 - 3811 Chatham Road, Richmond
107 - 6051 Gilbert Road, Richmond
200 - 5791 No. 3 Road, Richmond
#101 - 5531 Inlet Avenue, Sechelt
307 - 2453 Beacon Avenue, Sidney
1260 - 6660 Sooke Road, Sooke
102 - 17760 - 56th Avenue, Surrey
113 - 7130 - 120th Street, Surrey
201 - 12080 Nordel Way, Surrey
208 - 1200 Burrard Street, Vancouver
340 - 3150 East 54th Avenue, Vancouver
6540 Fraser Street, Vancouver
8677 Granville Street, Vancouver
407 Gore Avenue, Vancouver
835 - 777 Hornby Street, Vancouver
204 - 180 Keefer Street, Vancouver
4527 Main Street, Vancouver

5786 Victoria Drive, Vancouver
2 - 1530 West 7th Avenue, Vancouver
104 - 888 West 8th. Avenue, Vancouver
4366 West 10th Avenue, Vancouver
215 - 650 West 41st Avenue, Vancouver
112 - 3540 West 41st Avenue, Vancouver
2061 West 42nd Avenue, Vancouver
701 - 750 West Broadway, Vancouver
220 - 943 West Broadway, Vancouver
290 - 2184 West Broadway, Vancouver
6 - 101 Burnside Road West, Victoria
200 - 1590 Cedar Hill Cross Rd, Victoria
890 Esquimalt Road, Victoria
416 - 645 Fort Street, Victoria
102 - 1990 Fort Street, Victoria
208 - 582 Goldstream Avenue, Victoria
220 - 1641 Hillside Avenue, Victoria
131 - 2945 Jacklin Road, Victoria
210 - 547 Michigan Street, Victoria
125 - 2501G Millstream Road, Victoria
103 - 1625 Oak Bay Avenue, Victoria
102 - 4480 West Saanich Road, Victoria
230 - 174 Wilson Street, Victoria
202 - 1120 Yates Street, Victoria
109 - 575 16th Street, West Vancouver
115 - 2419 Bellevue Avenue, West Vancouver
105 - 1656 Martin Drive, White Rock

MEMORANDUM OF AGREEMENT #1
Temporary Position - Contract Collection Assistant

On a without precedent basis, LifeLabs and the BCGEU (the "*parties*") have agreed to the following conditions that will apply to all employees hired by LifeLabs for the purposes of working in the "*Contract Collection Assistant*" job (the "*CCA*").

1. LifeLabs will offer fixed-term contract positions to support the workload in British Columbia as it relates to nasal swab collections from approximately August 15, 2020 to December 31, 2020. The exact start and end dates will be determined based on LifeLabs contracts with external companies and may be subject to extension;
2. The CCA will be paid at 10% less than the starting rate of the Mobile Lab Assistant wage classification per Appendix A of the parties' collective agreement.
3. The parties agree that CCAs who work on a BCGEU mobile route, or are based closer to any BCGEU location than to any non-union location, shall be required to pay union dues to the BCGEU, with all entitlements under the collective agreement, with the exception of: Article 10 - Seniority, Article 11 - Job Security, Layoff and Recall, Article 12 - Hours of Work (CCAs will be entitled to a minimum reporting pay), Article 15 - Annual Vacation (CCAs will receive 6% vacation pay to be paid out on each pay cheque and

entitled to three weeks unpaid time per year, prorated, following the standard vacation bidding process), Article 16 - Sick Leave, (CCAs will be entitled to unpaid sick days), Article 21 - Postings (CCAs can apply to internal jobs but they will only be considered after all internal union and non-union employees), Article 23 - Pension Plan, Article 24 - Health and Welfare Benefits; and

4. Once the CCA's contract ends, their employment by LifeLabs will end.

MEMORANDUM OF AGREEMENT #2

between
LIFELABS BC LP
("LifeLabs")

and the
B.C. GENERAL EMPLOYEES' UNION
("BCGEU")

Provincial Client Services Safety Committee

To support a common goal of ensuring employee health and safety, LifeLabs and the BCGEU agree to bring together representatives from both union and non-union Mobile Laboratory Services and Patient Service Centres, along with members from our Health & Safety and Management teams to form a Provincial Client Services Safety Committee ("*the Committee*").

The Committee will meet to collaborate on solutions and address common themes. The parties have agreed to the following:

Scheduling:

A monthly meeting that will be up to two hours in duration for the first two meetings and one hour in duration for the remaining meetings. The meeting will be scheduled on the first Wednesday of every month at 1:00 pm and the schedule will only be changed when mutually agreed upon. Attendees will be provided up to 15 minutes to prepare before each meeting and up to 30 minutes for Co-Chairs.

Attendees:

There are 17 Worker Health and Safety Reps including alternates. Both may be approved to attend the first two meetings, where operationally feasible, but only one rep OR the alternate will attend the remaining meetings. Co-Chairs will be selected at the first meeting by the reps in attendance.

Platform:

The meeting will be held via WebEx and/or MS Teams. If a computer is available at the work location, attendees can access the meeting through that computer. This cannot cause disruption to daily operations at a work location. If there is not a computer openly available, then attendees can call into the meeting use a phone or cell-phone.

Pay:

These meetings will be scheduled during employees' regular working hours and paid at straight-time.

Terms of Reference:

The Committee will be required to:

- Listen to solutions brought forth from other EHS Reps or Peers;
- Ensure consistent investigation procedures are being followed per WCB Act;
- Bring opportunities forward to The Committee for sharing;
- Review trends in identified hazards and incidents;
- Develop solutions and share outcomes.

The parties agree to review the efficiency and productiveness of these meetings to ensure they are aligned to the agreed to terms of reference after six months, and thereafter, on an annual basis. Following a review, a report will be provided to the Joint Labour Management Committee.

MEMORANDUM OF AGREEMENT #3

**between
LIFELABS BC LP
("LifeLabs")**

**and the
B.C. GENERAL EMPLOYEES' UNION
("BCGEU")**

Scheduling between Union and Non-Union Locations

For the duration of this contract the parties agree to the following for all LifeLabs employees:

- (a) Mobile lab staff may perform mobile lab duties at all PSCs regardless of whether or not they are covered by the Certification or the parties' Collective Agreement;
- (b) LifeLabs may assign a non-union employee to provide coverage for work at a Union worksite without a change to the employee's permanent status and only after all qualified Union employees are offered the work;
- (c) LifeLabs may assign a Union employee to provide coverage for work at a non-union worksite without a change to the employee's status. Union employees will have the right to refuse work at a non-union location as long as it does not result in the closure of a worksite and does not leave the Union location without full compliment; and
- (d) For clarity, Union part-time employees and casuals will be offered any additional hours up to 37.5 hours, at Union locations within their Supervisor team, prior to non-union employees. The collective agreement will cover Union employees while they work at a non-union worksite and the collective agreement will not cover non-union employees while they work at a Union worksite.

MEMORANDUM OF AGREEMENT #4

**between
LIFELABS BC LP
("LifeLabs")**

**and the
B.C. GENERAL EMPLOYEES' UNION
("BCGEU")**

Temporary Position - PSC Reception Clerk

On a without precedent basis, LifeLabs and the BCGEU (the "*parties*") have agreed to the following conditions that will apply to employees hired by LifeLabs for the purposes of working in the "*PSC Reception Clerk*" job at bargaining unit locations:

1. LifeLabs will offer fixed-term contract positions to support the workload in British Columbia as it relates to line-up management, patient education for online appointment bookings and any other duties as assigned by the Supervisor, that do not require the MLA education qualification, up to March 31, 2022. The exact end dates will be determined based on COVID-19, PHAC guidelines and other regulatory requirements for our PSCs and may be subject to extensions and review by Joint Labour Management;
2. The PSC Reception Clerk will be paid at a rate of \$20.20 per hour;
3. The parties agree that PSC Reception Clerks who work at a bargaining unit location as listed under LOU #3 of the parties' collective agreement shall be required to pay union dues to the BCGEU, with all entitlements under the collective agreement, with the exception of: Article 10 - Seniority, Article 11 - Job Security, Layoff and Recall, Article 12 - Hours of Work (PSC Reception Clerks will be entitled to a minimum reporting pay), Article 15 - Annual Vacation (PSC Reception Clerks will receive 6% vacation pay to be paid out on each pay cheque and entitled to 3 weeks unpaid time per year, pro-rated, following the standard vacation bidding process), Article 16 - Sick Leave, (PSC Reception Clerks will be entitled to unpaid sick days), Article 21 - Postings (PSC Reception Clerks can apply to internal jobs but they will only be considered after all internal union employees), Article 23 - Pension Plan, Article 24 - Health and Welfare Benefits; and
4. Once the PSC Reception Clerk's contract ends, their employment by LifeLabs will end.