

**COLLECTIVE AGREEMENT**

**between**

**LIFELABS**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from January 1, 2015 to March 31, 2016**

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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) "*Employee*" means an employee (other than a supervisor or manager) employed in the position of technical resource, team lead, technologist, cardiac technologist, equipment specialist, scheduler, mobile lab services CTA, clinical technical assistant, site lead, client information specialist, MLS coordinator, laboratory technical assistant, LTA lead, courier lead 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.
- (d) "*Regular Full-Time Employee*" means an employee who is regularly scheduled to work 37½ hours per week, exclusive of meal periods.
- (e) "*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.
- (f) "*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.
- (g) "*Employer*" means LifeLabs (formerly MDS Metro Laboratory Services).
- (h) "*Leave of Absence With Pay*" means to be absent from duty with permission from the Employer and with pay.
- (i) "*Leave of Absence Without Pay*" means to be absent from duty with permission from the Employer but without pay.
- (j) "*Union*" means the B.C. Government and Service Employees' Union.
- (k) "*Partner*" means a person legally married to the employee or a person of the same or opposite sex involved in a common-law relationship with the employee for a period of 12 months or more.
- (l) "*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.
- (m) "*Team*" a team is a group of employees assigned to a specific operational unit, reporting to one supervisor or manager.
- (n) "*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.
- (o) "*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 Use of Terms***(a) Feminine and Masculine*

The feminine or masculine gender may be used interchangeably throughout this agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context so require.

*(b) 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 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. 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 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 either their shop steward or the Director Labour Relations 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 Director Labour Relations or designate 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 Director Labour Relations 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.
- (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. Government and Service 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;
- (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;

(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 faxes and in house mail.

## **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.

## **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 1<sup>st</sup> 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.

#### **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 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 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, 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.

**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.

**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 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 - ARBITRATION**

### **8.1 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.

### **8.2 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.

### **8.3 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.

### **8.4 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.

### **8.5 Expenses of Arbitrator**

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

### **8.6 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.



### **8.7 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.

### **8.8 Expedited Arbitration**

- (a) The parties shall refer all suitable grievances to expedited arbitration under Section 104 of the *Labour Relations Code*.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
  - (1) dismissals;
  - (2) policy grievance;
  - (3) grievances requiring substantial interpretation of a provision of the collective agreement;
  - (4) grievances requiring presentation of extrinsic evidence.

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

- (c) 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.

## **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 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.
- (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 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 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**

"*Seniority*" means an employee's length of service with the Employer in the bargaining unit. Employees shall be credited with seniority equivalent to their length of continuous service since the most recent date of employment with the Employer including service prior to certification. Seniority shall be based on accrual of hours.

### **10.2 Seniority List**

- (a) On January 1<sup>st</sup> 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 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, maternity/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.

#### **10.4 Re-Employment**

An employee who resigns their position 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.

#### **10.5 Bridging of Service**

If a regular employee terminates as a result of a decision to care for a dependent child or children, a disabled parent or partner, 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 God 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 or LTA leads may bump Laboratory Technical Assistants and are considered to be in the same classification; Courier Leads may bump couriers 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 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 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:

<b>Length of Service</b>	<b>Severance</b>
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 Definition of Employee**

- (a) A regular full-time employee is an employee who is regularly scheduled to work 37½ hours per week, exclusive of meal periods.
- (b) A regular part-time employee is an employee who is regularly scheduled to work less than 37½ hours per week, exclusive of meal periods.
- (c) Casual employees are those employees who are 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. Casual employees may also be scheduled for temporary vacancies not filled by regular employees and for temporary workload increases.

**12.3 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.

**12.4 Posting of Shift Schedules**

The Employer shall arrange all shift schedules and post them at least 14 days in advance of the effective date.

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.

**12.5 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 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. 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 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.

### **12.6 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) 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.
- (d) 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.

### **12.7 Minimum Reporting Pay**

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

### **12.8 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 scheduled days off are changed temporarily with less than two days' notice, the employee shall be paid at time and one-half the employee's regular rate for the first rescheduled shift.
- (c) If a graveyard shift is created, that job will be posted and awarded in accordance with Clause 21.3. 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.

### 12.9 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 hours 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 February 15<sup>th</sup> 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 28<sup>th</sup> 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 or email. 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 six occasions in a calendar year, will be deemed to be not meeting operational needs, and shall be removed from the list.

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, or the special circumstances set in Clause 17.3.

(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 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).

#### **12.10 Scheduling Blocks of Work**

(a) Blocks of full-time casual hours of two calendar weeks or more that become available two weeks or more before the start date of the block will be offered to regular part-time employees who have indicated their willingness to accept such blocks in accordance with Clause 12.10(b). The blocks will be assigned by team, and in order of seniority. If no regular part-time employees accept a block, the block shall be offered to all employees on a Team's Casual Hours List, in order of seniority, who are qualified and have the skills to perform the work.

(b) Regular part-time employees who want to be assigned full-time blocks of two calendar weeks or more will indicate their willingness to accept such blocks, in writing, by February 15<sup>th</sup> for each calendar year.

(c) A regular part-time employee who agrees to accept blocks outlined in (a) and (b) above, will relinquish their regular part-time shifts to accept the block. The regular part-time shifts will be assigned in accordance with Clause 12.9, and will not be subject to assignment under this clause.

(d) A regular part-time employee who refuses one block during the year in which they have indicated acceptance of the block, shall no longer be eligible to pick up blocks during the following 12 months.

(e) Regular part-time and casual couriers will provide availability as outlined in 12.9 and 12.10, and will be scheduled by current practice where shifts are assigned in seniority order based on availability.

#### **12.11 Reduction of Hours**

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

#### **12.12 Scheduling**

If an employee or a group of employees are not satisfied with the application of Clause 12.3 "*Scheduling Regular Full-time Employees*" and/or Clause 12.5 "*Scheduling Regular Part-Time Employees*" and/or Clause 12.8 "*Changing an Employee's Assigned Schedule*", 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.

### **12.13 Shift Exchanges**

Employees may exchange shifts with the prior approval of the Employer, provided that a minimum of seven calendar days advance notice in writing is given and there is no increase in cost to the Employer. In extraordinary circumstances, the Manager may approve shift exchanges with less than seven days' notice. The maximum number of shift exchanges allowed will be at the discretion of management.

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.

### **12.14 Request for Change in Schedule**

An employee may request a temporary change in her schedule in order to accommodate extraordinary child care or elder care arrangements 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;
- (d) double-time for all hours worked in excess of 45 hours in a week.

### **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.

### **13.3 Right to Refuse Overtime**

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.

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.

#### **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.

### **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 15<sup>th</sup> 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 his/her 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**

*Effective the first of the month following ratification:*

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 will 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 will 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 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 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 1<sup>st</sup> each year on the following basis:

<b>Completed Years of Service</b>	<b>Regular Employees</b>
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.

## 15.2 Vacation Scheduling

- (a) Prime vacation periods commence on the closest Monday to June 15<sup>th</sup> and end on the closest Sunday to September 15<sup>th</sup> the week of Christmas, the week of New Year's Day and the public school spring break.
- (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 February 15<sup>th</sup> shall have their requests approved in seniority order subject to 15.2(b) by March 15<sup>th</sup> subject to operational requirements.
- (d) All requests for vacations received after February 15<sup>th</sup> 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 1<sup>st</sup>, and shall be approved on a "*first come*" basis no later than June 15<sup>th</sup> subject to operational requirements. Any vacation unscheduled by June 15<sup>th</sup> 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. 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) Effective November 15, 2013, 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.

### **15.3 Casual Employee Vacation Pay**

Casuals shall receive six percent 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, 17.2 (a), (b) and (d), 17.3 (5) and 17.4 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 for the duration of their employment at LifeLabs:

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 for part-time employees will be based on the average regular hours worked in a 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.

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.

Immediate family is defined as an employee's parent, stepparent, foster parent, spouse, partner, child, stepchild, foster child, legal guardian, legal ward, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, or any other relative permanently residing in the employee's household or with whom the employee permanently resides.

## **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 37½ 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 funeral as pallbearer or mourner of the employee's niece, nephew, aunt, uncle, fellow employee, their spouse or child ..... up to 1 day.

(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) inclusive occurs, and only to employees who would normally be scheduled to work on the day on which the situations occur.

(d) 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.

### 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 municipal 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 or Treasurer of the B.C. Government and Service Employees' Union.

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

### **17.6 Elections**

Any employee eligible to vote in a federal or provincial 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, leaves in excess of the company average, 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.

### **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 Donor Leave**

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.

**17.11 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.

**17.12 Compassionate Care Leave**

An employee is entitled to up to eight weeks' 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 10.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 24. An employee must provide their portion of benefit premiums for the first of every month.

**17.13 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.

**17.14 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 her 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 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 Article 17.2.

**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 52 weeks under this article plus any additional leave outlined in 18.3(f) and 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 11 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) An employee may be required to commence a pregnancy leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform the duties.
- (f) 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 as follows:
  - (1) for the birth mother — immediately after a pregnancy leave
  - (2) for the birth father, or birth mother who does not take a pregnancy leave — within 52 weeks after the birth

(3) for the adopting parent — within 52 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 current 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 six months;

(2) Health Care Plans pursuant to Article 24 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, exclusive of leave under 18.5, if the employee prepays their share of the cost of the plan.

The employee is entitled to all increases in wages and benefits the employee would have been entitled to during leave under this article, exclusive of leave under 18.5.

### **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 workdate.

## **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**

Where an employee acts in compliance with Section 3.12 of the Occupational Health and Safety Regulation they shall not be subject to disciplinary action.

### **19.3 Safety Issues**

Any matter arising around safe working conditions may be referred to the Safety and Health Committee 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**

The Safety and Health Committee shall receive a copy of the LifeLabs Monthly Incident Report in the event of an injury. In the event of a fatality, the Employer shall immediately notify the President of the Union or their designate of the nature and circumstances of the accident.

### **19.6 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be the responsibility of the Employer.

### **19.7 Union Representatives**

Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, jobsite inspection or accident investigation in accordance with WCB Regulations.

### **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 \$34.62 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) Training of Joint Health and Safety Committee ("JHSC") members and Health and Safety representatives will be undertaken using the training program developed by the Employer.
- (b) The Program will provide eight hours of training for all JHSC members and designated Health and Safety Representatives pursuant to Clause (d) below within three months of appointment.
- (c) The program shall, at a minimum, reflect the requirements and standards for a health and safety program recommended by WorkSafeBC.
- (d) JHSC members and designated safety representatives attending the program developed by the Employer shall be on leave of absence without loss of basic pay, including necessary travel time and shall be reimbursed for expenses by the Employer.
- (e) 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). 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) 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 take input from employees in working alone situations and WorkSafeBC to determine what equipment is appropriate, and make recommendations to the Employer. 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 disabling injury 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**

- (a) The Employer shall ensure that all employees are advised of their job expectations, duties and responsibilities.
- (b) 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 Manager. The Manager 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.

(c) An employee who believes that his or her workload is unsafe or consistently excessive shall first discuss the problem with their immediate supervisor or manager. If the employee is not satisfied after discussing the problem with their immediate supervisor or manager they shall forward their written concerns to the Labour Management Committee who shall investigate.

#### **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 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 of this agreement commencing at Step 3.

(d) Where a probationary employee temporarily works in a classification other than the one they were initially appointed to, the Employer's assessment of suitability will be based on the employee's performance in the classification of the initial appointment.

(e) During an employee's probation period, the employee may bid into a temporary position on one occasion only.

(f) 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.

(g) The probationary period may be extended up to a maximum of 488 additional hours by mutual agreement between the Union and the Employer.

##### **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 postings shall include the following information:

- (1) full-time or proportion of part-time;
- (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.

All vacancies greater than six months shall be posted internally for a minimum of one week. All internal applicants within the bargaining unit must be considered prior to considering external applicants. Positions shall be filled based on qualifications, skills, performance and seniority with equal weight given to each. Only factors reasonably expected to affect work performance shall be involved in the selection of successful applicants. In addition, employees who bid to a posting and become the successful candidate, but decline the offer shall not be eligible to apply for another posting within the bargaining unit for a period of four months. This shall not apply to circumstances where an employee makes application to another posting where there is a change in hours of a minimum plus or minus seven and one-half hours per week or where the other posting affects benefit eligibility.

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

(b) 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 488 hour trial period or to a maximum of six months whichever first occurs. When an employee is awarded a Lead position, there will be a 688 hour trial period or to a maximum of six months whichever occurs first. All postings will include a reference to Article 21.3 (b).

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 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.

#### **21.5 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, 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 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).

#### **21.6 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

Employees shall be paid biweekly.

### 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 of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex 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 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 .....	\$11.00
Lunch.....	\$13.00
Dinner .....	\$22.25

### 22.7 Vehicle Allowances

(a) The parties agree that, effective the date of ratification, the kilometre rate for vehicle usage will be 50¢/km for the first 5,000 kilometres, and 44¢/km after that, and employees required to travel to a second destination during the working day will be paid this rate for the actual distance travelled between locations.

(b) Employees who are required to work temporarily on another team shall receive a flat rate allowance of 40 kilometres times the rate outlined in (a) above, for the return trip, if the distance travelled to their first assignment is greater than their regular assignment. For floats and casuals temporarily assigned to another team, they shall receive the flat rate 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 40 kilometres (one way) or greater to a first destination within their own Team, other than their regular work location shall be paid for the number of kilometres travelled times the rate outlined in (a) above.

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

## **22.8 Uniforms**

Where uniforms are required by the Employer they shall be provided by the Employer. Where uniforms are required and not provided the Employer will compensate employees 10¢ per hour for all hours worked.

All employees required to wear uniforms shall receive six cents per hour for all hours worked as a shoe allowance.

## **22.9 Shift Differentials**

Employees shall receive 75¢ 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 week days or for all hours worked on weekends.

Employees shall receive one dollar 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).

Employees shall not 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;
- 75¢ per hour for on call.
- training Co-workers: \$10 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 - PENSION PLAN**

*(Effective January 1, 2008)*

The Employer shall continue to provide a Defined Contribution Pension Plan (Money Purchase Plan) (herein referred to as the "*Plan*"), the terms of which shall be as set forth in the Employer's existing pension plan which is registered with Canada Revenue Agency under Number 0567917 and the provincial *Pension Benefits Standards Act* under Number P085259. The Employer will maintain the contribution levels in effect at the date of execution of this agreement.

Enrolment in the Plan is mandatory for eligible regular full-time employees and optional for eligible regular part-time employees. Full-time regular and part-time regular employees shall be eligible to join the Plan on the first day of the month following their completion of the probation period. Casual employees shall have the option to join the Plan after the employee has accrued 900 hours worked.

Employee and employer contributions shall continue until the end of the year in which the employee turns 71 years of age, at which time such contributions shall cease.

CONTRIBUTION RATES	
	% of Pensionable Earnings
Employee	5.0
Employer	6.0

## 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.

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

<b>Benefit</b>	<b>Coverage</b>
<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 \$300 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>	\$50,000  Effective January 1, 2011, life insurance will increase from fifty thousand dollars (\$50,000) to seventy thousand dollars (\$70,000).
<i>Basic AD&amp;D:</i>	\$70,000
<i>Physio/Massage:</i>	\$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 four union representatives and up to four management representatives. Additional members may be added to the Committee if deemed necessary by the Committee, but the Committee shall not be larger than six 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, 2016.

### **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, 2015, but in any event not later than midnight December 31, 2015.

Where no notice is given by either party prior to December 1, 2015, both parties shall be deemed to have been given notice under this article on December 31, 2015 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 her 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 that do not have access to computers at work. 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.

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:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Chris Hudson  
Director of Labour Relations

\_\_\_\_\_  
Wayne Chee  
Bargaining Unit Chairperson

\_\_\_\_\_  
Sabrina Smith  
Client Services Director

\_\_\_\_\_  
Maria Buneta  
Bargaining Committee

\_\_\_\_\_  
Haleh Bahrami  
Lab Operations Director

\_\_\_\_\_  
Franceen Jeffrey  
Bargaining Committee

\_\_\_\_\_  
Tina Jansons  
Human Resources Manager

\_\_\_\_\_  
Marilyn McLean  
Bargaining Committee

\_\_\_\_\_  
Barbara Crowley  
Staff Representative, Negotiations

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPENDIX A  
Wage Rates**

<b>Classifications</b>	<b>Level</b>	<b>2.0% Effect Jul 1/14</b>	<b>1.5% Effect Jul 1/15</b>
Technical Resource	Start	\$36.66	\$37.21
Technologist*	Start	\$27.31	\$27.72
	Aft 1yr/1950hrs	\$28.66	\$29.09
	Aft 2yrs/3900hrs	\$29.96	\$30.41
	Aft 3yrs/5850hrs	\$31.29	\$31.76
	Aft 4yrs/7800hrs	\$32.56	\$33.05
	Aft 5yrs/9750hrs	\$34.02	\$34.53
Cardiac Technologist	Start	\$25.60	\$25.98
	Aft 1yr/1950hrs	\$26.90	\$27.30
	Aft 2yrs/3900hrs	\$28.08	\$28.50
	Aft 3yrs/5850hrs	\$29.35	\$29.79
	Aft 4yrs/7800hrs	\$30.53	\$30.99
	Aft 5yrs/9750hrs	\$31.91	\$32.39
Equipment Specialist	Start	\$22.84	\$23.18
	Aft 1yr/1950hrs	\$24.02	\$24.38
	Aft 2yrs/3900hrs	\$25.19	\$25.57
	Aft 3yrs/5850hrs	\$26.40	\$26.80
Scheduler	Start	\$22.84	\$23.18
	Aft 1yr/1950hrs	\$24.02	\$24.38
	Aft 2yrs/3900hrs	\$25.19	\$25.57
	Aft 3yrs/5850hrs	\$26.40	\$26.80
Mobile Lab Services CTA	Start	\$21.61	\$21.93
	Aft 1yr/1950hrs	\$22.68	\$23.02
	Aft 2yrs/3900hrs	\$23.81	\$24.17
	Aft 3yrs/5850hrs	\$24.98	\$25.35
	Aft 4yrs/7800hrs	\$25.98	\$26.37
Clinical Technical Assistant	Start	\$20.60	\$20.91
	Aft 1yr/1950hrs	\$21.61	\$21.93
	Aft 2yrs/3900hrs	\$22.68	\$23.02
	Aft 3yrs/5850hrs	\$23.81	\$24.17
	Aft 4yrs/7800hrs	\$24.77	\$25.14
Client Info Specialist	Start	\$19.62	\$19.91
	Aft 1yr/1950hrs	\$20.70	\$21.01
	Aft 2yrs/3900hrs	\$21.85	\$22.18
	Aft 3yrs/5850hrs	\$22.93	\$23.27
	Aft 4yrs/7800hrs	\$23.25	\$23.60
MLS Coordinator	Start	\$19.62	\$19.91
	Aft 1yr/1950hrs	\$20.70	\$21.01
	Aft 2yrs/3900hrs	\$21.85	\$22.18
	Aft 3yrs/5850hrs	\$22.93	\$23.27
	Aft 4yrs/7800hrs	\$23.25	\$23.60
Lab Technical Assistant	Start	\$19.62	\$19.91
	Aft 1yr/1950hrs	\$20.70	\$21.01
	Aft 2yrs/3900hrs	\$21.85	\$22.18
	Aft 3yrs/5850hrs	\$22.93	\$23.27
	Aft 4yrs/7800hrs	\$23.25	\$23.60

Classifications	Level	2.0% Effect Jul 1/14	1.5% Effect Jul 1/15
Couriers	Start	\$18.58	\$18.86
	Aft 1yr/1950hrs	\$19.84	\$20.14
	Aft 2yrs/3900hrs	\$20.82	\$21.13
	Aft 3yrs/5850hrs	\$21.47	\$21.79

*\*Non-registered Technologists working in the Technologist position will be paid at 10% below the applicable rate until the date they become registered.*

\*Lead Technologists shall receive 7.75% more than Technologists (at top of wage grid) and the other Lead positions shall receive 6% more than the top of the wage grid of the employees they are leading.

## 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 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.

#### 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) 66⅔% 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.

#### 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**

John Steeves  
Mark Brown  
David McPhillips  
Joan Gordon

**For the purpose of Clause 1.4 – Harassment**

Jane Morley  
Irene Holden  
Joan Gordon

**LETTER OF UNDERSTANDING #1  
Re: Union/Management Joint Training**

1. In keeping with the intent of building constructive union-management relations, the parties agree to jointly deliver as necessary, a one-day training program to union stewards and management staff, who have not already received the program.
2. Stewards attending this training during scheduled work hours will suffer no loss in regular pay. Stewards attending when they are not scheduled to work will be paid at straight-time for the hours they attend, up to a maximum of seven and one-half in a day.
3. The subjects covered in the joint training will include but not be limited to:
  - (a) collective agreement language;
  - (b) informal and formal (grievance procedure) dispute resolution and jurisprudence;
  - (c) effective communication (between union/employer);
  - (d) committees: structure and role of various committees and how to use them;
  - (e) developing effective Labour Relations.

**LETTER OF UNDERSTANDING #2  
Re: Calculation of Seniority for the First Collective Agreement**

1. 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.
2. 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.

**LETTER OF UNDERSTANDING #3****Re: Bargaining Unit Seniority for Member Moving In and Out of the Bargaining Unit**

1. Bargaining unit members who go to temporary non-bargaining unit jobs in LifeLabs:
  - (a) *For less than six months* - members will continue to earn seniority.
  - (b) *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 and works for 1950 hours in the bargaining unit, they will receive seniority for all of the time worked with LifeLabs outside the bargaining unit.
2. LifeLabs employees varied into the bargaining unit shall have Letter of Understanding #2 - Calculation of Seniority for the First Collective Agreement, apply to them.
3. Non-bargaining unit LifeLabs employees coming into the bargaining unit shall have Letter of Understanding # 2 - Calculation of Seniority for the First Collective Agreement, apply to them.
4. Bargaining unit members who go to LifeLabs non-bargaining unit positions and return to the bargaining unit shall retain previous bargaining unit seniority and after working 1950 hours will be credited with seniority for hours worked with LifeLabs outside the unit.

**LETTER OF UNDERSTANDING #4****Re: 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.

**LETTER OF UNDERSTANDING #5****Re: 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 #6**  
**Re: Definition of Teams for Layoffs**

1. For the purposes of layoff in Article 11.4(a)(1) each of the following will be considered a team:
  - a. On Vancouver Island:
    - i. Chemistry and Hematology LTAs
    - 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. Chemistry and Hematology LTAs
    - ii. Microbiology LTAs
    - iii. Microbiology Technologists
    - iv. Chemistry Technologists
    - v. Hematology Technologists
    - vi. North Vancouver and Sunshine Coast Team PSCs: Dundarave, Hollyburn, Lonsdale, Deep Cove, Lynn Valley, Sechelt and Gibsons
    - vii. South Fraser/Coquitlam Team PSCs: Gordon, Burquitlam, White Rock, Cloverdale, Scott Road, Satnam and Cedar
    - viii. Richmond/Delta Team PSCs: No. 3 Road, Buswell, No. 2 Road, Steveston, Crestwood, Ladner and Tsawwassen
    - ix. Vancouver West Team PSCs: Fairmont, Broadway, Laurel, Burrard, Georgia, Cityview, Hycroft, Kerrisdale, Dunbar, Marpole, Regent and Discovery
    - x. Vancouver East/Burnaby Team PSCs: Central Park, Champlain, Little Mountain, Woodridge, Southill, Main & Keefer, Three Pillars, Victoria Drive and Hastings
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.