

COLLECTIVE AGREEMENT

Between

SGS AXYS ANALYTICAL SERVICES LTD.

(hereinafter called "the Employer")

and

PROFESSIONAL EMPLOYEES ASSOCIATION

(hereinafter called "the Union")

(together, the "Parties")

AUGUST 8, 2025 – APRIL 30, 2029

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE	7
1.1 Purpose of Agreement	7
1.2 Singular or Plural	7
1.3 Freedom of Association	7
1.4 Conflict and Policies.....	7
1.5 Amendment and Termination	7
ARTICLE 2 DEFINITIONS	8
ARTICLE 3 - RECOGNITION AND REPRESENTATION	10
3.1 Bargaining Agent Recognition/No Other Agreement	10
3.2 No Discrimination for Union Activity.....	10
3.3 Recognition & Rights of Union Representatives.....	10
3.4 Bulletin Boards	11
3.5 Time Off for Union Business	11
3.6 Right to Refuse to Cross Picket Lines	11
3.7 Employee Information	11
3.8 No Contracting Out	12
3.9 Union Orientation Sessions	12
3.10 Copies of the Agreement	12
ARTICLE 4 – DISCRIMINATION AND HARASSMENT	12
4.1 No Discrimination	12
4.2 Bullying and Harassment	13
4.3 Complaint and Investigation Procedure	14
4.4 Confidentiality	15
4.5 Retaliation	15
4.6 Frivolous Complaints	15
ARTICLE 5 – MANAGEMENT RIGHTS.....	16
5.1 Management Rights.....	16
5.2 Discipline.....	16
5.3 Investigations Which May Result in Disciplinary Action.....	16
ARTICLE 6 – STRIKES AND LOCKOUTS	17
6.1 No Strikes or Lockouts.....	17
ARTICLE 7 - UNION SECURITY	17
7.1 Union Dues Deduction and Remittance.....	17
ARTICLE 8 – LABOUR MANAGEMENT RELATIONS	18
8.1 Union Management Committee	18

ARTICLE 9 – WAGES AND PREMIUMS	18
9.1 Wages	18
9.2 Appointments	19
9.3 Advancement	19
9.4 Advancement Schedule	19
9.5 Substitution Pay	19
9.6 Premiums	19
9.7 Technical Lead Instrumental Analysis	20
9.8 Laboratory Group Lead	20
ARTICLE 10 - HOURS OF WORK	20
10.1 Full-time Employees	20
10.2 Flexible Schedule	20
10.3 Flex Time and Shift Premium	20
10.4 Scheduling Regular Full-Time Employees	20
10.5 Rest and Meal Periods	21
10.6 Posting of Shift Schedules	21
10.7 Minimum Reporting Pay	21
10.8 Changing an Employee's Assigned Schedule	21
10.9 Banked Time	21
ARTICLE 11 - REMOTE WORK	21
11.1 Remote Workers	21
11.2 Terms and Conditions	21
ARTICLE 12 - OVERTIME	22
12.1 Overtime Defined	22
12.2 Overtime Compensation rates	22
12.3 Overtime Entitlement	23
12.3 Overtime Meals	23
ARTICLE 13 – EMPLOYEE BENEFITS GROUP BENEFIT PLAN	23
13.1 Group Benefit Plan	23
13.2 Employer's obligation	23
13.3 Benefits Booklet	24
13.4 Psychological Services	24
13.5 Sport Subsidy	24
13.6 Health and Wellness Account	24
ARTICLE 14 – RETIREMENT SAVINGS PLAN	24
14.1 Eligibility	24
14.2 Employer Contributions	24

ARTICLE 15 - SICK LEAVE	25
15.1 Sick Leave Defined	25
15.2 Amount of Standard Sick Leave	25
15.3 Notification to Employer	25
15.4 Short Term Disability Plan	25
15.5 Long-Term Disability	26
15.6 Medical Examinations	26
ARTICLE 16 - VACATION	27
16.1 Length of Vacation	27
16.2 Vacation Carry-Over	27
16.3 Vacation Scheduling	28
16.4 Unbroken Vacation Period	28
16.5 Approved Leave of Absence During Vacation.....	28
16.6 Vacation Pay on Termination	28
ARTICLE 17 - SPECIAL AND OTHER LEAVES	28
17.1 Paid Leaves	28
17.2 Bereavement Leave.....	28
17.3 Leave for Court Appearance	29
17.4 Personal Leave	29
17.5 Leave for Citizen and Immigration	29
17.6 Voting Leave	29
17.7 Leave Without Pay.....	29
17.8 Leave for Medical and Dental Care	30
17.9 Volunteer Leave	30
17.10 Compassionate Care Leave	30
17.11 Domestic Violence.....	30
17.12 Leave for Death of a Child	30
17.13 Leave for Disappearance of a Child	30
17.14 Cultural Leave for Indigenous Employees	30
17.15 Maternity and Parental Leave	31
ARTICLE 18 – PAID HOLIDAYS	31
18.1 Paid Holidays	31
18.2 Payment for Holidays.....	32
18.3 Holidays for Days Off	32
18.4 Holiday Coinciding with a Day of Vacation.....	32
ARTICLE 19 – POSTING OF POSITIONS	32
19.1 Job Postings	32
19.2 Temporary Appointments	33

19.3 Promotions	33
19.4 Trial Period	33
19.5 Union Notification	33
19.6 Classifications	33
19.7 Temporary Employees and Positions.....	33
ARTICLE 20 – SENIORITY	34
20.1 Application of Seniority.....	34
20.2 Seniority Lists	34
20.3 Seniority While Outside Bargaining Unit.....	34
20.4 Loss of Seniority	34
ARTICLE 21 - PROBATIONARY EMPLOYEES	35
21.1 Terms of the Probationary Period	35
21.2 Extension of the Probationary Period	35
ARTICLE 22 - PROFESSIONAL DEVELOPMENT	35
22.1 Professional Development	35
ARTICLE 23 - LAYOFFS AND RECALLS.....	36
23.1 Layoffs and Recalls.....	36
23.2 Technological Change	38
ARTICLE 24 - GRIEVANCE PROCEDURE.....	38
24.1 Preamble.....	38
24.2 Permission to Leave Work – Grievor	38
24.3 Definitions	39
24.4 Settling of Grievance.....	39
24.5 Mediation.....	40
ARTICLE 25 – HEALTH AND SAFETY.....	40
25.1 Responsibilities	40
25.2 Health and Safety Committee	41
25.3 Duties of the Committee	41
25.4 Personal Protective Equipment.....	41
25.5 No Disciplinary Action	41
25.6 Union Notification	41
25.7 Injury Pay Provision	41
25.8 Transportation During Medical Emergency.....	42
25.9 Union Representatives	42
25.10 Occupational First Aid Regulations and Courses	42
25.11 Mental Health	42
25.12 Lab Conditions	42

ARTICLE 26 - CLASSIFICATION SYSTEM, CLASSIFICATION REVIEW, AND CLASSIFICATION APPEAL PROCESS	43
26.1 Classification Review	43
26.2 Classification Appeal Process	43
26.3 Arbitration	43
26.4 Effect of Classification Change	44
ARTICLE 27 – EXCLUSIONS	44
ARTICLE 28 – PERSONNEL RECORDS	44
28.1 Personnel File	44
SCHEDULE OF WAGES - APPENDIX I	47

ARTICLE 1 PREAMBLE

1.1 Purpose of Agreement

The purpose of this Agreement is:

- (a) To establish and maintain a harmonious and mutually beneficial relationship between the Employer and the Union;
- (b) To set forth the negotiated terms and conditions of employment and establish and maintain satisfactory working conditions, and;
- (c) To provide a mechanism for the prompt and equitable resolution of any differences or grievances that may arise with respect to matters covered under this Agreement.
- (d) To promote a safe and secure workplace for all the Employees in the bargaining unit.

1.2 Singular or Plural

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

1.3 Freedom of Association

Every employee is free to belong to and to participate in the activities of any association, society, organization, club or group without censure or disciplinary action by the Employer, except that such membership and activity shall not: harm the Employer's reputation or services; render the employee unable to perform their duties satisfactorily; lead to a refusal, reluctance or inability of other employees to work with that employee; constitute a breach of the Criminal Code; or make it difficult for the Employer to perform its functions of efficiently managing its work or workplace.

1.4 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.

1.5 Amendment and Termination

The duration of this Agreement will be effective from August 8, 2025 to April 30, 2029 and its terms and conditions will continue in effect and be bridged between collective agreements, unless either party exercises its right to commence a legal strike or lockout.

ARTICLE 2 DEFINITIONS

BARGAINING AGENT and UNION mean the Professional Employees Association

BARGAINING UNIT includes all the employees for whom the Professional Employees Association has been certified by the Labour Relations Board as the bargaining agent.

CONTINUOUS EMPLOYMENT means uninterrupted service and is not considered interrupted by leaves provided for under the ESA, the collective agreement or otherwise agreed to by the employer.

DAY(S) means calendar days, unless specified otherwise in the collective agreement.

DEMOTION means a change from one position to another position with a lower wage rate.

EMPLOYEE means any employee in a position covered by the certification issued by the Labour Relations Board on November 21, 2023 or as agreed to by the Union and the Employer.

EMPLOYER means SGS AXYS Analytical Services LTD.

FTE means full-time equivalent.

LATERAL TRANSFER means a change from one position to another with the same wage rate.

LEAVE OF ABSENCE WITH PAY means absence from work with the Employer's permission and with receipt of pay.

LEAVE OF ABSENCE WITHOUT PAY means absence from work with the Employer's permission but without receipt of pay.

MENTAL HEALTH PRACTITIONER includes Clinical Counsellors, Marriage and Family Therapists, Psychoanalysts, Psychologists, Psychotherapists and Social Workers only. Recommendation by a physician for Professional Services is not required.

PAID HOLIDAY means the 24-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.

PARTNER means a person legally married to the employee or involved in a common-law relationship with the employee for a period of 2 years or more.

PROMOTION means a change from one position to another with a higher wage rate.

RATE OF PAY means the wage for a classification as set out in Appendix I – Schedule of Wages.

REGULAR EMPLOYEE means a Regular Full-Time Employee or a Regular Part-Time Employee

REGULAR FULL-TIME EMPLOYEE means an employee in a position coming within the jurisdiction of this agreement who is regularly scheduled to work 37.5 hours per week, exclusive of meal periods.

REGULAR PART-TIME EMPLOYEE means an employee who is regularly scheduled to work less than 37.5 hours per week.

TEMPORARY EMPLOYEE means an employee who is:

- (a) not regularly scheduled to work, except whereas needed to provide-relief for regular full or regular part-time employees absent for short and long-term disability, pregnancy/parental and other approved leaves as defined in this agreement;
- (b) performing project work for less than twelve (12) months, or;
- (c) appointed to a vacant position that, for operational reasons, must be filled immediately, provided that it does not exceed 90 calendar days.

Regular employees will not lose their regular status as a result of taking or being appointed to a temporary position.

CASUAL EMPLOYEE means an employee who can be used on an ad-hoc basis. Casual employees shall only be used once all available regular employees have been scheduled and shall not result in a reduction of regular employees' scheduled hours.

POST-SECONDARY CO-OP STUDENT means an employee hired through a recognized cooperative education program at a participating post-secondary institution. The length of appointment will correspond to the requirements of their academic program.

Post- Secondary Co-Op Students are entitled to the benefits available to Temporary and Casual Employees. Where the educational institute does not establish a rate of pay, the student shall be paid no less than seventy-five percent (75%) of the rate of pay for the classification to which they are assigned or \$24.50 per hour whichever is greater.

SENIORITY means the total length of continuous employment since the most recent date of employment with the Employer, which shall be prorated for part-time employees. Seniority for temporary and casual employees shall be calculated on hours of work, which will be converted into periods of employment with 37.5 hours worked representing a one (1) week period. For regular employees, seniority will be deemed continuous during a leave that is protected by the Employment Standards Act or the Human Rights Code, or for any leave of absence approved by the Employer.

WORKDAY means a period of 24 consecutive hours commencing with the starting time of any shift.

WORK SCHEDULE means a pattern of work hours established pursuant to the Collective Agreement to meet the hours of operation.

YEAR means calendar year unless otherwise specified.

ARTICLE 3 - RECOGNITION AND REPRESENTATION

3.1 Bargaining Agent Recognition/No Other Agreement

- (a) Bargaining Agent Recognition: The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.
- (b) No Other Agreement: No agreement with any individual employee shall contravene the terms of this Agreement, except with the agreement of the Union.

3.2 No Discrimination for Union Activity

The Employer agrees that there shall be no discrimination against any employee for lawful activities on behalf of the Union.

3.3 Recognition & Rights of Union Representatives

- (a) No employee or group of employees will undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. The Employer will recognize the following officials of the Union for the purpose of formal relations between the Employer and the Union: Members of the Association and Chapter Executives; Local Representatives; and such staff as the Union delegates to represent the Union.

The Union agrees to provide the Employer with a list of employees designated as Local Representatives. The Employer will inform the Union of the appropriate Management and Human Resources contacts required to facilitate the application of the Collective Agreement.

- (b) A Local Representative shall obtain permission of their supervisor or manager before leaving their work to perform their union duties, as described below. Such permission shall not be unreasonably withheld. Leave for these purposes shall be without loss of pay. On resuming their normal duties, the Local Representatives shall notify their supervisor or manager.

The duties of Union Local Representatives covered by this article shall include the following:

- (i) Assess employee concerns and support employee(s) in filing and presenting grievances in accordance with the grievance procedure.
 - (ii) Attend scheduled meetings with the Employer or meetings at the request of the Employer.
 - (iii) New Employee orientations.
- (c) The Employer shall reasonably attempt to schedule meetings with Union members when the Local Representative or Labour Relations Officer is available.
- (d) Upon request from the Union, the Employer agrees that access to its premises will be granted to union representatives and union staff when reasonably necessary to investigate or assist in the resolution of workplace issues, grievances or matters that may lead to a grievance. The Employer shall not unreasonably refuse such access.

3.4 Bulletin Boards

The Employer shall provide a physical and online bulletin board, and a spot that can hold a small number of binders for the exclusive use of the Union.

Updating of the online bulletin Board shall occur during non-working hours.

3.5 Time Off for Union Business

Subject to operational requirements and with appropriate notice, the Employer will grant leave of absence (including sufficient travel time, as required) with seniority but without pay to:

- (a) elected or appointed representatives of the Union to attend conventions or Executive meetings of the Union and bodies to which the Union is affiliated.
- (b) elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area.
- (c) employees called by the Union to appear as witnesses to an arbitration or other adjudicative body.
- (d) a maximum of five (5) representatives of the Union on the
- (e) Union's Bargaining Committee to attend collective bargaining and preparation meetings; and
- (f) Local Representatives supervising ballot boxes and other related functions during ratification votes.

To facilitate the administration of this Article, the Union will reimburse the Employer for the employee's wage and benefit costs, which shall be continued during the leave.

3.6 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, or refuse to handle goods from an employer where a strike or lockout is in effect. 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.

3.7 Employee Information

The Employer will provide the Union a list of all the Employees in the bargaining unit on an annual basis. The Union may request a current list on an as needed basis.

The list will include each person's name, employee number, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, casual), and if the Employee is on a leave of absence, the nature of the leave.

3.8 No Contracting Out

No regular employee shall be laid off or have their employment terminated as a result of contracting out the work of their position. The allocation of such work to facilities or subsidiaries of SGS S.A. shall not constitute a contracting out.

3.9 Union Orientation Sessions

- (a) Potential Employees: During the interview process, the Employer will advise potential Employees that a collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.
- (b) New Employees: On commencing employment in a position within the bargaining unit, the Employee's immediate supervisor or another representative of the Employer will introduce the new Employee to their Local Representative as designated by the Union. The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.
- (c) Notification of New Hires: The Union will be notified in writing of the full name, job title/classification and employment status (e.g. full-time, parttime, temporary, seasonal, casual), start date and work location of all Employees hired into the bargaining unit prior to their first day of employment.

3.10 Copies of the Agreement

The Employer shall arrange to print sufficient copies of the Collective Agreement within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

ARTICLE 4 – DISCRIMINATION AND HARASSMENT

4.1 No Discrimination

The parties agree to abide by the Human Rights Code of British Columbia. All Employees will be protected against discrimination in their employment or any term or condition of employment because of Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

Discrimination includes but is not limited to:

- Racial slurs
- Sexist comments
- Jokes about a person's age, religion, marital status, ethnic or national origin
- Inappropriate physical conduct of a sexual nature

4.2 Bullying and Harassment

Under this Article, bullying and harassment means:

- any inappropriate conduct or comment by a person towards an Employee that the person knew, or reasonably ought to have known, would cause that Employee to be humiliated or intimidated, or
- any other form of unwelcome verbal or physical behaviour which by a reasonable standard would be expected to cause insecurity, intimidation or humiliation to an Employee or group of Employees and includes Cyber Bullying and Sexual Harassment, or
- the exercise of managerial authority without a legitimate work purpose that a reasonable person would consider abusive, demeaning, degrading, intimidating and/or humiliating.

Bullying and Harassment excludes any reasonable action taken by a manager or supervisor relating to the management and direction of Employees or the place of employment.

Examples of Bullying and Harassment include, but are not limited to, the following:

- words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, ridicule, insult or degrade;
- spreading malicious rumours;
- threats or intimidation, including threats of violence;
- vandalizing personal belongings;
- physical assault or violence;
- persistent rudeness, bullying, taunting, or patronizing behaviour;
- Other conduct which adversely affects working conditions or work performance.

"Cyber Bullying" means bullying that occurs through the use of electronic communication (email, text, social media, etc.).

"Sexual Harassment" means conduct of a sexual nature that is unwelcome and detrimentally affects the work environment or leads to adverse job-related consequences. Sexual Harassment includes, but is not limited to, such things as:

- unwanted touching;
- unwelcome sexual flirtations, advances or propositions;
- sexually suggestive, obscene or degrading comments or gestures;
- offensive jokes of a sexual nature;
- leering or staring;
- displaying or circulating pictures or other material of a sexual nature; or
- unwelcome questions or remarks about a person's sex life, appearance, clothing.

Behaviour that constitutes Bullying and Harassment and/or Discrimination under this Article is not confined to our offices and buildings. It may also occur in:

- any location where the business of the Employer is being carried out; or
- in situations associated with work-related business travel and social gatherings.

4.3 Complaint and Investigation Procedure

If an employee feels that they have been the victim of, or have observed, Bullying and Harassment and/or Discrimination in the workplace, the employee should inform the Employer as soon as possible using the procedure below so that the matter can be investigated and addressed promptly.

The procedure is as follows:

- (a) If the employee feels comfortable doing so, the employee may contact the alleged bully/harasser and inform them that the conduct is unwelcome and prohibited and demand that the offending behaviour stop immediately. The employee should document the incidents and the discussion. While this is often the simplest and most effective way to end the Bullying and Harassment, a victim of harassment is not obligated to confront the alleged bully/harasser.
- (b) If the Bullying and Harassment or Discrimination does not stop or the employee does not feel comfortable contacting the alleged bully/harasser, the employee may file a complaint or report their concerns in any one of the ways outlined below.
- (c) The complaint can be made orally or in writing on the prescribed form to their supervisor or direct manager. The complaint should include the details of the incident, including the who, what, when, where and how of the incidents and also note the names of any witnesses.
- (d) The employee may report the complaint directly to their Human Resources Business Partner if they:
 - (i) are not comfortable reporting the complaint to their supervisor or direct manager; or
 - (ii) feel that it is inappropriate to report to their supervisor or direct manager (for example, where the direct manager is the subject of the complaint).
- (e) All complaints will be taken seriously.
- (f) A complaint will be investigated promptly if the subject matter fits within the definition of Bullying and Harassment and/or Discrimination. The investigation will be approached in an unbiased manner. An independent external investigator may conduct the investigation where the Employer determines appropriate.
- (g) The person raising the complaint and the respondent are both entitled to a fair investigation and both will be interviewed along with other necessary witnesses. The respondent will be informed of the details of the complaint and will be provided with a reasonable opportunity to respond. The investigator may also examine any other evidence including documentary or physical evidence relevant to the complaint.
- (h) Employees must cooperate with any investigation and provide any details of incidents they have experienced or witnessed.
- (i) Where appropriate, an employee may be placed on paid leave pending the outcome of the investigation.

- (j) The investigator will keep a written record of the investigation including any findings and recommendations. The investigation report and any related investigation documents will be retained by the Employer in a secure location. The complainant and the respondent will be advised of the findings of the investigation, including a brief description of the investigation process and the key evidence that supports its conclusions.
- (k) If the complaint is found to have merit, then appropriate action will be taken within a reasonable time frame. This action may include education, training or counselling, modification of policies/procedures, and/or discipline or dismissal of the offending person(s).
- (l) Except for matters over which WorkSafeBC holds exclusive jurisdiction, complaints concerning a failure to follow the investigation process described in this article, the outcome of an investigation under this article or discipline relating to discrimination, bullying and harassment can be advanced to arbitration per Step 3 of Article 24 – Grievance Procedure.

4.4 Confidentiality

Complaints of Bullying and Harassment and/or Discrimination involve confidential and sensitive matters. Confidentiality is required so those who may have experienced Bullying and Harassment and/or Discrimination will feel free to come forward, and the reputations and interests of those accused are protected.

All employees involved in a Bullying and Harassment and/or Discrimination complaint must maintain the confidentiality of any information they receive as a result of the complaint process. The employer may require that employees involved in an investigation sign an agreement to adhere to confidentiality. Any employee breaching confidentiality may be subject to disciplinary action, up to and including dismissal. That said, individuals subject to a Bullying/Harassment complaint are entitled to know the allegations made against them.

Subject to disclosure which is required by law or is necessary to fairly investigate or resolve a complaint, the Employer will make every effort to keep confidential any information pertaining to the complaint.

4.5 Retaliation

Retaliation of any kind against employees who file Bullying and Harassment and/or Discrimination complaints will not be tolerated and such behavior may be subject to disciplinary action up to and including dismissal.

4.6 Frivolous Complaints

Complaints of Bullying and Harassment and Discrimination are serious matters.

Employees who are found to have made frivolous, vexatious, or malicious complaints of Bullying and Harassment and/or Discrimination may be subject to disciplinary action, up to and including dismissal.

ARTICLE 5 – MANAGEMENT RIGHTS

5.1 Management Rights

Except as otherwise specified in this Agreement, the Employer retains its fundamental management rights, which, amongst other things, includes the right to: supervise, structure and direct its working forces; hire, classify, transfer, demote and layoff employees; investigate workplace complaints and; discipline or discharge employees for just cause; determine the jobs and work tasks; increase and decrease the working forces; and make policies, rules and regulations that are not inconsistent with the terms of this Agreement. Failure by the employer to exercise any of its management rights shall not be considered to be an abandonment of those rights.

Nothing in this clause shall diminish the Union's right to grieve any alleged misuse of management rights or violations of this Agreement.

5.2 Discipline

- (a) The Employer will give an employee written notice of discharge, suspension or any other disciplinary action for just cause describing the nature and general details of the infraction. Copies of the notice will be provided to the Union following the application of discipline.
- (b) An Employee shall have the right to have a Union Representative present at any meeting which may result in disciplinary action. Employer will provide reasonable notice of the meeting, advise the Employee that the meeting may or will be disciplinary and that the Employee has the right to a Union representative.
- (c) Upon an employee's request, any disciplinary documentation shall be removed from the employee's personnel file after the expiration of 18 months from the date it was issued provided there has not been any further infraction. Discipline that results in a suspension of longer than one week expire after 24 months.

5.3 Investigations Which May Result in Disciplinary Action

Unless doing so would prejudice an investigation, employees will receive a Notice of Investigation, which relays the nature of the allegations against them and their right to union representation in the investigation proceedings. Complainants and respondents will receive an outline of the findings of an investigation or review. The findings must be sufficient to allow the complainant and respondent to understand why the Employer investigation or review has reached the conclusions and the process for reaching those conclusions.

ARTICLE 6 – STRIKES AND LOCKOUTS

6.1 No Strikes or Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout.

ARTICLE 7 - UNION SECURITY

7.1 Union Dues Deduction and Remittance

(a) Union dues deduction and remittance

Every Employee in the bargaining unit shall, as a condition of continuing employment, authorize a deduction from the Employee's salary, of Union dues, fees and assessments and shall pay such deducted amounts to the Union.

The Employer shall deduct dues, fees and assessments as set by the Union from each pay of all Employees covered by this Collective Agreement. Such deductions shall be electronically deposited into a bank account specified by the Union. Deposits shall be made on a monthly basis, no later than the 15th day of the subsequent month.

(b) Dues Report

On a monthly basis the Employer shall provide a Dues Report, which shall include the following:

- Pay periods covered by the deduction(s)
- Employee name and employee number
- Employee status (such as full-time, part-time, temporary, casual) -
- Job title
- Regular earnings
- Dues deducted

The Employer shall, as necessary, include in the dues report a list of Employees for whom a deduction was not made. The Dues Report shall be provided electronically no later than 15th day of the subsequent month

(c) T-4 Slip

The Employer will report the yearly dues paid by each Employee on the Employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip by March 1st of each year.

ARTICLE 8 – LABOUR MANAGEMENT RELATIONS

8.1 Union Management Committee

(a) Union Management Committee

A Union-Management Committee will be established and composed of three (3) representatives of the Union and three (3) representatives of the Employer. By mutual agreement, a party may add additional attendees where doing so will contribute to the understanding or resolution of an agenda item.

The Employer and the Union acknowledge the mutual value of joint discussions on matters of common interest or concern.

(b) Function of Committee

The Committee will concern itself with the following matters:

- (i) Attempting to resolve existing grievances;
- (ii) Reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (iii) Addressing disputes or concerns that are contributing to grievances or that are negatively impacting relations; and
- (iv) Any other matters mutually agreeable to the parties.

(c) Meetings of Committee

The Committee will meet two (2) times per year at a mutually agreeable time and place. Either party may request an additional meeting, as needed. Committee members will receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees will not suffer any loss of pay for time spent with this Committee.

(d) Chairperson of the Meeting

An Employer and a Union representative will be designated as joint chairpersons and will alternate in presiding over meetings. The chairperson for a particular meeting will be responsible for preparing the agenda.

(d) Minutes of Meeting

Minutes of each meeting of the Committee will be prepared and signed by the joint chairpersons with reasonable diligence following the meeting. The Union and the Employer will each receive copies of the minutes.

ARTICLE 9 – WAGES AND PREMIUMS

9.1 Wages

The regular rates of pay established in the Schedule of Wages – Appendix I will be applied upon ratification and apply during the term of this Agreement. Employees will be paid bi-weekly. On each pay,

Employees will receive an itemized electronic statement of their salary/wages, overtime, and other supplementary pay and deductions.

9.2 Appointments

The employer reserves the discretion to place new employees being hired into the Chemist, Laboratory Technician, and Project Management positions at any level within those classifications based on their previous experience.

9.3 Advancement

The Chemist, Laboratory Technician and Project Manager positions are each a single classification with a variable number of levels and corresponding wage rates.

Upon satisfactory performance and demonstrated proficiency of the skills and abilities of the next level in the classification series, employees in the Chemist, Laboratory Technician, and Project Management levels will advance without the requirement to compete on a posting by May 1st of each year, commencing in 2026.

The competencies and duties of each level will be shared with employees upon hire or advancement to the next level, assignment of higher level duties will be assigned fairly and employees will be made aware and provided reasonable support to meet the proficiencies required to advance on the following schedule:

- (a) Chemist: An employee who has been employed as a Chemist for two (2) years will progress to Intermediate Chemist status. And employee who has had intermediate chemist status for four (4) years will progress to advanced chemist status. An employee who has maintained advanced chemist status for five (5) years will progress to senior chemist status.
- (b) Laboratory: Technician An employee who has been employed as a Laboratory Technician I for one (1) year will progress to Laboratory Technician II status.
- (c) Project Management: An employee who has been employed as a Project Manager for five (5) years will progress to Senior Project Manager status.

9.4 Advancement Schedule

The employer maintains the ability to advance employees who demonstrate proficiency on a shorter timeline than set out above.

9.5 Substitution Pay

An employee designated to substitute into a higher-level position and required to perform the core duties of that position will be paid at the higher-level position's rate of pay.

9.6 Premiums

- (a) Shift Premium: When the employer requires an employee to work a shift that commences between 2 PM and 5 AM, the employer will pay the employee a shift differential of \$2 per hour.
- (b) Call-out Premium: An employee who is called back to work outside that employee's regularly scheduled hours of work will be compensated at the applicable overtime rate. The minimum

compensation for a call-out will be three hours' compensation. This provision will not apply to Casual employees. Where the employer requires an employee to take work calls from home during nonwork time, the employee will be paid in 15-minute intervals at the applicable overtime rate for the duration of such calls.

9.7 Technical Lead Instrumental Analysis

The Employer will ensure a fair distribution of Technical Lead responsibilities to Advanced and Senior Chemists.

9.8 Laboratory Group Lead

The Employer will ensure a fair distribution of group lead responsibilities to Intermediate Chemists and higher.

ARTICLE 10 - HOURS OF WORK

10.1

- (a) For full-time employees, the typical work day is seven and one-half (7.5) hours, exclusive of meal periods, and a typical work week is thirty-seven and one-half (37.5) hours per week.
- (b) The employer has the sole right to determine the hours of operation and shift hours, on the basis of which employees' work schedules will be determined within each department.
- (c) Employees will be paid for time worked, without time-clock-rounding, in accordance with their approved schedule.

10.2 Flexible Schedule

- (a) A flexible schedule is one in which the employee's start and end times vary. Employees with a Flexible Schedule are subject to 10.1 (c).
- (b) Even with a flexible schedule, employees will be required to receive approval for their start and stop times.
- (c) Flexible work schedules can be rescinded by either party, with not less than two weeks' notice.

10.3 Flex Time and Shift Premium

No shift premium is payable to an employee working a flexible schedule who, by personal volition, chooses to start the shift at a time which would normally qualify for a shift premium.

10.4 Scheduling Regular Full-Time Employees

The Employer will make reasonable efforts to schedule full-time employees for five consecutive days each week, with two consecutive days off.

10.5 Rest and Meal Periods

- (a) Employees working a full day will receive two paid rest periods of 15 minutes. Where supervisor approval is received, the two breaks can be combined.
- (b) A 30-minute unpaid meal period will be taken as close as possible to the middle of each shift of over five hours.
- (c) Per the Employment Standards Act, where the employer requires an employee to work or be available to work during a meal break, the break time will count as time worked.

10.6 Posting of Shift Schedules

The Employer will post schedules at least 14 days in advance.

10.7 Minimum Reporting Pay

An employee who after reporting for duty is told by the Employer to cease work for the day will receive a minimum of four (4) hours' pay for the day.

10.8 Changing an Employee's Assigned Schedule

- (a) If the Employer changes an employee's schedule with less than fourteen (14) days' notice, the employee will be paid at time and one-half (1.5X) the employee's regular rate for the first rescheduled shift. Such payment will be in addition to any overtime hours worked during the shift.
- (b) The employer must act reasonably and for bona fide operational reasons when modifying an employee's shift schedule per (a) above.

10.9 Banked Time

Overtime hours worked may be banked for time off in lieu to a maximum of forty (40) hours. Hours in excess of forty (40) will be paid out. Employees must use non-scheduled vacation time in advance of using the overtime bank for time off.

ARTICLE 11 - REMOTE WORK

11.1 Remote Workers

An employee may request approval to work remotely and the Home Working Policy, as amended, will apply to all remote workers.

11.2 Terms and Conditions

The following terms and conditions will apply to all remote workers:

- (a) While working remotely, working hours, job responsibilities and all other conditions of employment and all relevant policies will remain the same.
- (b) The employee may be required to attend the workplace. Subject to exceptional circumstances, the employee will be provided with at least one week's notice of an obligation to attend the workplace.
- (c) The employee will be covered by the *Workers Compensation Act* for work-related injuries that arise out of and in the course of their employment, while working remotely. The employee remains liable for non-work related injuries and for injuries to third parties and/or members of their family that occur in their home office.
- (d) The employer will provide a computer and related software as well as IT equipment deemed necessary by the employer.
- (e) The employee is responsible to adhere to the employer's workplace standards for health and safety while working remotely.
- (f) Permission for the employee to work remotely may be revoked in the event of a finding of a breach of the Employer policies, or otherwise, with reasonable notice.
- (g) Employees will inform their supervisor if there is interruption to their ability to execute remote work at the employee's home work area (including and not limited to phone, electricity or internet service failure). In the event of such an interruption, the employee may be asked to work from SGS AXYS premises, taking into account the employee's circumstances.
- (h) The Employer will provide eligible remote workers a completed T2200 Declaration of Conditions of Employment slip at the end of every tax year and the employee is solely responsible for any tax decisions arising from the remote work.
- (i) Where the employer requires an employee to work remotely, the employee will be provided office equipment that is essential to the work performed by the employee in the employee's home work area.

ARTICLE 12 - OVERTIME

12.1 Overtime Defined

Overtime will be defined as work performed or time spent on Employer's business by an employee in excess of seven and one-half (7.5) hours in a day or thirty-seven and a half (37.5) hours in a week. Time on union leave does not count towards hours work except when the Employer requires the employee to perform overtime work (i.e. it is not voluntary) and the union leave is under Article 3.3 (b). Employees on union business not contemplated by 3.3 (b) will not be mandated to work overtime in excess of their regular daily or weekly hours.

12.2 Overtime Compensation rates

Overtime work will be compensated at the following rates:

- (a) time and one-half for all hours worked in excess of seven and one-half (7.5) hours and up to twelve (12) hours in a day or between thirty-seven and a half (37.5) and sixty (60) hours in a week.
- (b) double-time for all hours worked in excess of twelve (12) hours a day or sixty (60) hours in a week.
- (c) Part-time employees are not eligible for the overtime premium until they have completed the number of hours established for full-time employees.

12.3 Overtime Entitlement

Overtime must be authorized in advance by a manager or supervisor. As required, such authorization may be granted for a period of time (e.g. a week or a month) or for a project.

Overtime will be calculated in 15-minute increments, and any portion of an increment will be paid as though it were 15 minutes.

Overtime work will be offered to employees who have the qualifications and skills to perform the work and who have indicated an interest and willingness to work overtime. The Employer must act reasonably when offering the overtime, based on its operational needs and without arbitrariness, discrimination or bad faith.

Overtime will only be mandated after it has been offered as voluntary.

12.4 Overtime Meals

The employer will provide a meal for Employees who are held over more than three 3 hours beyond their regularly scheduled workday.

Where such overtime is worked, the employee will be reimbursed for meal expenses, up to \$20 and a thirty (30) minute meal break will be provided without loss of pay.

ARTICLE 13 – EMPLOYEE BENEFITS

13.1 Group Benefit Plan

Regular employees working at least 60% of an FTE will be eligible for benefits under this article upon hire.

13.2 Employer's Responsibilities

The Employer's obligation is to arrange a group benefits plan that provides

benefits and allowable limits no less than those currently included in the existing Group Benefit Plan, with the addition to psychological services, set out below in Article 13.4. The interpretation and application of the arranged plan by the third-party benefits adjudicator will not be subject to the grievance and arbitration process, except where:

- (a) The arranged plan is discriminatory; or
- (b) It can be established that the adjudicator's actions were:

- (i) exercised arbitrarily or in bad faith,
- (ii) exercised for an improper purpose,
- (iii) based entirely or predominantly on irrelevant factors, or
- (iv) failed to take terms of the plan into account.

The employer may change benefits carriers or adjudicators/administrators so long as it does not result in a diminishment or change to the benefits and allowable limits.

13.3 Benefits Booklet

The Union will have access to the benefits booklet with the benefits carrier(s), including all coverage, eligibility, reasonable and customary limits, process for submitting claims and description of when coverage terminates and plan renewal dates. The Employer will supply, upon request, the annual review of experience for the bargaining unit.

In addition to the current benefits, the arranged group benefit plan will include the following:

13.4 Psychological Services

80% of the cost per visit for the services of a mental health practitioner engaged in the treatment of a mental or emotional illness of a member or their dependents, up to a maximum of \$600 per calendar year. This benefit will replace the existing benefit in the Group Benefit Plan for the services of a mental health practitioner.

13.5 Sport Subsidy

The employer will match up to \$300 of the employee's annual expenses (on a 1:1 matching basis), less statutory deductions, towards the cost of memberships, user or registration fees, classes (online and in person), or bicycles or bicycle parts in their practice of regular physical activity.

13.6 Health and Wellness Account

The employer will provide three hundred and fifty dollars (\$350.00) per full-time regular employee or one hundred and seventy-five dollars (\$175.00) per part-time regular employee on an annual basis (January 1 of each calendar year) to be applied to eligible health and wellness medical expenses under the Income Tax Act (Canada) that exceed the limits of, or are not covered by, the benefits plan or provincial healthcare plan.

ARTICLE 14 – RETIREMENT SAVINGS PLAN

14.1 Eligibility

All Regular Employees working at least 60% of an FTE may join the plan upon date of hiring.

14.2 Employer Contributions

The employer will match employee contributions as follows:

- (a) After one year of continuous employment, fifty percent (50%) of the employee's contribution, up to a maximum of 2% of regular earnings; and
- (b) after five (5) years of continuous employment, one hundred percent (100%) of the employee's contribution, up to a maximum of 4% of regular earnings.

ARTICLE 15 - SICK LEAVE

15.1 Sick Leave Defined

Sick leave means the period of time an Employee is permitted to be absent from work because of personal illness or an injury for which compensation is not payable under the Workers' Compensation Act.

15.2 Amount of Standard Sick Leave

Regular employees working at least 60% of an FTE will commence each calendar year with thirty-seven and one half (37.5) hours of sick leave at 100% pay prorated for part-time employees. Temporary and Casual employees are entitled to five (5) days of sick leave, prorated based on the following calculation: regular wages that are earned within the 30-calendar day period preceding the sick leave divided by the number of days worked during that period.

When an employee works part of the day before requiring sick leave, the sick leave payment shall only cover the balance of the scheduled day.

15.3 Notification to Employer

An employee who is unable to report for duty will notify the Employer in advance of their shift.

15.4 Short Term Disability Plan

- (a) Upon commencement of employment, Regular employees working at least 60% of an FTE shall be covered by a short term disability plan.
- (b) The Employer's obligation is to arrange a plan that provides the following to Employees approved for short term disability:

For Employees with 0-9 years of service:

- i 100% of pay up to two (2) weeks from the effective date of their claim (i.e. after the waiting period, if applicable); and
- ii 80% of pay for a further period not to exceed fifteen (15) weeks;

For Employees with 10+ years of service:

- i 100% of pay up to four (4) weeks from the effective date of their claim (i.e. after the waiting period, if applicable); and
- ii 80% of pay for a further period not to exceed thirteen (13) weeks.

The interpretation and application of the arranged plan by the third-party benefits adjudicator will not be subject to the grievance and arbitration process, except where:

- The arranged plan is discriminatory; or
 - It can be established that the adjudicator's actions were:
 - (i) exercised arbitrarily or in bad faith,
 - (ii) exercised for an improper purpose,
 - (iii) based entirely or predominantly on irrelevant factors, or
 - (iv) failed to take terms of the plan into account.
- (c) The Employer may change administrators/adjudicators of the short-term disability plan so long as it does not result in a diminishment or change to the plan's benefits.
- (d) Where an employee has submitted a claim that is being adjudicated by WorkSafeBC, the employee shall be entitled to use their accruals and entitlements (sick leave, accrued vacation, personal days) pending the adjudication. If WorkSafeBC accepts the claim, compensation payable by WorkSafeBC shall be remitted to the Employer and the Employer shall replenish the employee's accruals and entitlements pertaining to the claim.

15.5 Long-Term Disability

- (a) The Employer shall arrange for a long-term disability insurance plan for Regular employees working at least 60% of an FTE. The plan may include limitations in accordance with section 13(3)(b) of the BC Human Rights Code. The Employer's obligation is limited to arranging a plan that provides for the level of benefits currently included in the existing Long Term Disability Plan.

The interpretation and application of the arranged plan by the third-party benefits adjudicator will not be subject to the grievance and arbitration process, except where:

- The arranged plan is discriminatory; or
 - It can be established that the adjudicator's actions were:
 - (i) exercised arbitrarily or in bad faith,
 - (ii) exercised for an improper purpose,
 - (iii) based entirely or predominantly on irrelevant factors, or
 - (iv) failed to take terms of the plan into account.
- (b) The Employer may change administrators/adjudicators of the long-term disability plan so long as it does not result in a diminishment or change to the plan's benefits.
- (c) Employees in receipt of long-term disability during the own-occupation period shall continue to receive the benefits under the Group Benefit Plan (Article 13), including group life.

15.6 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.

If a note confirming illness has been requested by the Employer, the Employer shall pay for the cost of the medical certificate, if required.

ARTICLE 16 - VACATION

16.1 Length of Vacation

The vacation year follows the calendar year (January 1 to December 31).

Vacation time is calculated based on completed years of service as of the employee's hire date. All vacation hours provided on January 1 will be inclusive of any pro-rated increase in hours that will be attained over the course of the year.

Vacation pay for regular employees will accrue based on the Employee's hire date and the accrual will increase to the next level when the actual years of employment is attained.

Vacation time and vacation pay will be prorated for part-time employees.

In the first year of employment, a regular employee will receive 10 days of vacation time and accrue 10 days' vacation pay, which will be prorated based on the employee's date of hire.

Vacation time is received and vacation pay is accrued based on the chart shown below.

Completed Years of Service	
1	10 (2 weeks)
2	15 (3 weeks)
7	20 (4 weeks)
12	25 (5 weeks)

All casual and temporary employees will receive 4% of total wages as vacation pay. After five (5) consecutive years of employment, a casual employee will receive 6% of total wages as vacation pay.

16.2 Vacation Scheduling

Regular employees submitting requests for vacation time off prior to January 15th will have their requests approved in seniority order by January 31st, subject to operational requirements. Approved vacation schedules will be posted where employees can easily access them.

All requests for vacations received after January 15th will be in writing and will be approved on a 'first come first serve' basis, subject to operational requirements. 'First come first serve' vacation requests will receive a response within two weeks of submission.

Subject to the below, all vacation time must be taken in the year in which it is earned. The Employer will meet with an Employee who, by May 1st, has not scheduled their vacation allotment. At such meetings,

efforts will be made to schedule the outstanding vacation at a mutually agreeable time, but failing agreement by July 1st, the Employer will reasonably schedule the vacation. Should the Employer fail to do so, the vacation bank will be paid out.

Vacation, once scheduled and approved by their supervisor, will not be changed except by mutual agreement. Non-refundable vacation costs will be reimbursed by the employer for employees who have pre-approved vacation cancelled by the employer.

16.3 Vacation Carry-Over

An employee may be permitted to carry over five (5) days of vacation into the next calendar year, which must be taken by February 28th.

16.4 Unbroken Vacation Period

Where operational requirements permit, an employee may be approved to take their vacation in an unbroken period.

16.5 Approved Leave of Absence During Vacation

Where an employee is approved for short-term disability for an illness or injury that occurs during their vacation, there will be no deduction from vacation credits for such absence. The displaced period of vacation will either be added to the vacation period or reinstated for use at a later date, at the Employee's option and based on operational requirements.

An employee may be permitted to displace vacation as a result of exceptional circumstances (e.g. due to bereavement) that occur during their vacation.

16.6 Vacation Pay on Termination

Vacation accruals are payable upon termination of employment.

Vacation should ordinarily be taken after it has been earned. Where vacation has been approved to be taken in advance of being earned and the employee subsequently terminates their employment, they will have the overuse amount deducted from their final pay and/or be required to pay back the over usage.

ARTICLE 17 - SPECIAL AND OTHER LEAVES

17.1 Paid Leaves

The paid leaves set out in this Article apply to regular full-time employees and will be prorated for part-time employees.

17.2 Bereavement Leave

In the event of the death of an immediate family member, employees are entitled to up to five (5) days of paid bereavement leave at their regular rate of pay. "Immediate family" is defined as an employee's

parent, spouse or common law partner, child, sibling, grandparent, grandchild, or any other relative residing in the employee's household as a member of the employee's family.

In the event of the death of an in-law family member, niece, nephew, aunt, uncle, cousin, legal guardian or ward an employee will be granted (2) days of paid bereavement at their regular rate of pay.

If travel is required, an additional three (3) days unpaid will be granted.

17.3 Leave for Court Appearance

The Employer will grant leave with pay to an employee summonsed for jury duty or to appear as a witness in a court case, provided such employee is not a party to the court case. The employee is required to provide proof of the summons or jury duty notice.

An employee in receipt of regular earnings while serving at court will remit to the Employer all monies paid by the court, except travelling and meal allowances not reimbursed by the Employer. The employee will provide the Employer with proof of service and the amount of pay received.

Time spent at court by an employee in their official capacity will be at the employee's regular rate of pay.

17.4 Personal Leave

All employees will be entitled to seven and one half (7.5) hours of personal leave per calendar year. Employees will provide as much notice as possible to management when requesting personal leave. No request for personal leave will be unreasonably denied. There will be no entitlement to carry over unused leave from year to year.

17.5 Leave for Citizen and Immigration

Employees will receive up to one (1) day of unpaid leave to attend a formal citizenship hearing or mandatory meetings with a Consulate or Embassy as required by the immigration process.

17.6 Voting Leave

Employees eligible to vote in Federal, Provincial, Municipal or Indigenous Elections, or a referendum will have the minimum consecutive clear hours in which to cast their ballots as specified in the relevant legislation.

17.7 Leave Without Pay

Employees can request unpaid leave of absence. Granting of such leave of absence is at the discretion of the employer and subject to operational requirements. Each request for Leave of Absence will not be unreasonably denied. Employees must first use any accrued vacation entitlement and banked time before such a leave is approved. Vacation time approvals per Article 16.2 will not be deemed cancelled as a result of diminished accruals in light of a leave without pay, and Article 16.2 will apply in full.

For approved leave of absence without pay of less than thirty (30) days, the employee will continue to receive Extended Health, Dental, and Group Life. Upon the employee's return to work, the employer will deduct from the employee's pay the premiums for long term disability (LTD) as well as the CPP and the tax portion of their taxable health benefits accrued during their leave.

For approved leaves greater than 30 days, the employee will have the option to retain their benefits by paying the full premiums in advance, subject to the approval of the benefits administrator.

17.8 Leave for Medical and Dental Care

Regular and probationary employees will schedule and attend their medical and dental appointments on their own time. When this is not possible, appointments will be allowed on Employer time and the employee may use their sick leave entitlement. Employees are expected to provide as much notice as possible.

17.9 Volunteer Leave

Employees will receive up to one (1) day of paid leave per calendar year to volunteer for a non-profit organization or philanthropic event of their choice, in accordance with the Code of Integrity and policy of political and religious neutrality.

17.10 Compassionate Care Leave

An employee will be granted compassionate care leave without pay per the conditions set out in the Employment Standards Act for the purpose of providing care to a gravely ill family member who has a significant risk of death.

17.11 Domestic Violence

The Employer recognizes the serious impact of domestic violence on employees and is committed to providing support. Employees experiencing domestic violence may request a paid and unpaid leave of absence in accordance with the Employment Standards Act. The Employer will ensure strict confidentiality and protection of personal information as well as take appropriate measures to ensure the safety of the employee in the workplace.

17.12 Leave for Death of a Child

Per the Employment Standards Act, employees are entitled to up to 104 weeks of unpaid leave following the death of a child.

If additional time is needed beyond the initial 104 weeks, employees may request extended unpaid leave, and it will not be unreasonably denied.

17.13 Leave for Disappearance of a Child

Per the Employment Standards Act, employees are entitled to up to 52 weeks of unpaid leave if a child disappears.

Employees may request extended unpaid leave beyond the initial 52 weeks if additional time is required, and it will not be unreasonably denied.

17.14 Cultural Leave for Indigenous Employees

Indigenous employees are entitled to up to two (2) days leave without pay per calendar year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.

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 event, then as much notice as possible will be provided. Such leave will not be unreasonably withheld.

17.15 Maternity and Parental Leave

Employees will be entitled to maternity and parental leave in accordance with the Employment Standards Act.

Employees will be entitled to retain their benefits throughout the period of Maternity and/ or Parental Leave. The Employer will maintain payment of the employer portion of for Extended Health, Dental and Group Life. during this period. The Employee is responsible for paying the premiums for long term disability (LTD) as well as the CPP and the tax portion of their taxable health benefits in advance of their leave.

ARTICLE 18 – PAID HOLIDAYS

18.1 Paid Holidays

The Employer recognizes the following as paid holidays, as well as any other day declared a holiday by the provincial government.:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
British Columbia Day	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day

For the purpose of time off, and payment, the designated holidays will be observed on the traditional calendar date, or the date decreed by statute.

Regular full-time employees will be entitled to the above holidays at their regular rate of pay. Regular part-time employees will be entitled to the above paid holidays on a prorated basis.

Casual and temporary employees are eligible for paid holidays if they worked or earned wages in 15 of the 30 calendar days preceding the holiday. The employee will receive holiday pay based on the following calculation: regular wages that are earned within the 30-calendar day period preceding the statutory holiday divided by the number of days worked during that period.

18.2 Payment for Holidays

An Employee who is required to work on any of the above named holidays will receive time and one-half (1½) of the Employee's regular hourly rate as if they had worked a full day, in addition to a full days' pay for the holiday, totalling two and a half (2½) times compensation for that day. An employee may elect to take the straight time pay for the holiday as an alternate day off (lieu day), at a mutually agreeable time.

Lieu days earned by working Statutory holidays will not be considered as part of an overtime bank and must be taken within one year of accrual, after which they are paid out at straight time.

18.3 Holidays for Days Off

When any of the above noted holidays fall on an Employee's scheduled day off, the Employee will receive another day off with pay at a time mutually agreed upon between the Employee and the Employer, or by mutual agreement, a day's pay in lieu thereof.

18.4 Holiday Coinciding with a Day of Vacation

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

ARTICLE 19 – POSTING OF POSITIONS

19.1 Job Postings

- (a) In this article, the term “vacancy” includes regular or temporary positions that management has received approval to: (i) create; or (ii) to repost as a result of the departure of an employee or an employee on leave.
- (b) Where a vacancy, including a temporary vacancy, is to be filled; the Employer shall post notice of the vacancy within fourteen (14) calendar days of the vacancy, and for a minimum of seven (7) calendar days before the closing date for applications.
- (c) The Employer will distribute the posting electronically to employees with a copy to the Union. The posting may be distributed externally at the same time.
- (d) Such posting shall contain the following information: business title, description of responsibilities, qualifications and starting rate.
- (e) In filling of the vacancy, the Employer shall assess the skills, abilities and qualifications of the applicants, as follows;
 - For all Product Development and Project Manager positions as well as any Chemist position at an Intermediate level and above, when the skills, abilities and qualifications of the position are equal between candidates, seniority shall be the determining factor. For such postings, external candidates will be considered together with internal candidates.
 - For all other positions seniority shall be the determining factor between candidates who meet the minimum qualifications as well as the required skills and abilities set out on the posting.

- (f) The name of the successful applicant will be distributed electronically to the employees.

19.2 Temporary Appointments

Where a vacant position is required for less than 90 days, an appointment may be made by the employer.

Where the operational needs are such that a vacant position is required to be filled immediately, a temporary appointment may be made for the duration of a posting procedure which shall in no instance exceed 90 calendar days.

19.3 Promotions

Employees receiving a promotion shall receive the first pay rate in the new classification that results in an increase in pay. Such increase will be rescinded if the employee does not successfully complete the trial period.

19.4 Trial Period

Upon promotion or lateral transfer, the successful applicant will be placed in a trial period of three (3) months, which shall be extended proportionally for parttime employees or employees who are absent from work for more than ten (10) working days during the period. The trial period for casual employees shall be sixty (60) working days. Prior to the completion of the trial period, the employee shall have a feedback discussion. Conditional on satisfactory performance. The incumbent will be confirmed in the position.

During the trial period, an employee may elect to revert to their former position or may be reverted by the Employer without loss of seniority. An Employee deemed unsatisfactory in the trial period by the Employer shall have the right to grieve. Any other Employee promoted or transferred because of the rearrangement of positions will also be returned to their former position and salary without loss of seniority.

19.5 Union Notification

The Union will be notified in writing of all appointments, hirings, layoffs, recalls and terminations of employment.

19.6 Classifications

When a new position is created, or an existing position is reclassified, the Employer will set a rate for the position and immediately notify the Union in writing. If this rate is acceptable to the Union, it will become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Employer and negotiations will then take place between the parties in an effort to establish a rate that is mutually satisfactory. If the parties are unable to reach an agreement, the matter will be submitted to arbitration. The new rate will apply retroactively to the time the position was first filled by the Employee.

19.7 Temporary Employees and Positions

- (a) A temporary position will not exceed twelve (12) months. Any extension beyond twelve (12) months must be agreed to by the parties.

- (b) A temporary position that exceeds 12 months will become a regular position and will be posted accordingly. An incumbent who has worked in a single temporary position for 12 consecutive months will become a regular employee and be subject to Article 23 – Layoffs and Recalls.
- (c) The above provisions do not apply to a temporary position/employee replacing an employee on a leave under this Agreement or permitted under the Employment Standards Act.

ARTICLE 20 – SENIORITY

20.1 Application of Seniority

Seniority will operate on a bargaining-unit-wide basis except as otherwise specifically set out in this collective agreement.

20.2 Seniority Lists

The Employer will maintain a seniority list that includes the date upon which each Employee's service commenced and will send a copy to the Union electronically on a quarterly basis.

An employee's name will not be placed on the seniority list until they have completed their probationary period as outlined in Article 21– Probationary Employees.

20.3 Seniority While Outside Bargaining Unit

No Employee will be forced to take any position outside of the bargaining unit. An Employee may accept a temporary non-union assignment with the Employer of up to two (2) years without losing their seniority in the bargaining unit. This time frame may be extended by an additional one (1) year upon mutual agreement between the parties.

It is agreed that any temporary vacancy arising from the application of this article will be posted and filled as per Article 19 - Posting of Positions. Upon return to the bargaining unit, the Employee will be returned to their former position or equivalent and the backfilling bargaining unit member will revert to their original position.

20.4 Loss of Seniority

An Employee will only lose their seniority in the event:

- They are discharged for just cause and are not reinstated through the grievance and arbitration process;
- They resign; or
- They are subject to layoff and are not re-hired within twelve (12) months.

ARTICLE 21 - PROBATIONARY EMPLOYEES

21.1 Terms of the Probationary Period

- (a) The purpose of a probationary period is to provide the Employer with an opportunity to review the employee's performance and to determine whether they are suitable for continued employment with the Employer.
- (b) The probationary period for regular full-time and part-time, and temporary employees shall be three (3) months, but shall be extended proportionally for employees working part-time, up to a maximum of 6 months.
- (c) For casual employees, the probationary period shall be sixty (60) working days or 6 months, whichever happens first.
- (d) During the probationary period, the employee may be terminated if the employee is not suitable for continued employment, which shall be determined on the basis of the quality of work, conduct, capacity to work harmoniously with others and ability to meet work performance standards. The Employer must not act in bad faith or in an arbitrary or discriminatory manner.
- (e) After completion of the probationary period, seniority will be effective from the original date of employment.

21.2 Extension of the Probationary Period

- (a) In a position where experience in the full range of duties is dependent on a business cycle greater than three (3) months, the Employer and the Union may mutually agree to an extension of the probationary period (up to six (6) months in total).
- (b) The Union and the Employer may mutually agree to extend a probationary period for reasons related to performance (up to six (6) months in total). The employee and the Union will be advised of the Employer's reasons for the extension.

ARTICLE 22 - PROFESSIONAL DEVELOPMENT

22.1 Professional Development

- (a) Employees will be granted paid leave for courses that are required by the Employer. In addition, the Employer will cover all course-related expenses, including tuition, registration and books. If the course requires travel: (i) travel related expenses will be paid in accordance with the Employer's Travel Reimbursement Policy; and (ii) travel decisions will reasonably consider the employee's personal circumstances.
- (b) Where a course is beneficial to an employee's professional competence but is not required by the employer, the employer may grant the employee time off without pay. Time off for this purpose will not be unreasonably denied. This program will be administered as equitably as possible.

ARTICLE 23 - LAYOFFS AND RECALLS

23.1 Layoffs and Recalls

The Employer will supply the Union with as much notice as is reasonably possible when it intends to layoff employees, and identify the number of regular employees who will be potentially affected and their respective classification(s).

(a) Reduction of Temporary Positions

Prior to the reduction of regular positions, the Employer will terminate the employment of temporary employees within the same department and job level. Temporary employees whose employment is terminated due to layoff prior to the end of their term will receive at least two (2) weeks' written notice or pay in lieu; and

Regular employees working in a temporary promotion who are laid off from the temporary position will revert to their home position or equivalent. All employees will exercise their bumping rights from their home position.

(b) Consultation

Prior to laying off regular employees, the parties will meet to explore alternatives to layoff and options for providing support to displaced/laid off regular employees. Alternatives may include:

- assessment in terms of an employee's current knowledge, skills, abilities and experience;
- consideration for re-training opportunities;
- placement in a vacant position consistent with the employee's knowledge, skills, abilities and experience; and
- voluntary lay off with severance, per Article 23.1 (g).

(c) Work Force Reduction

Regular part-time and full-time employees who are laid off as a result of the elimination of regular positions will receive appropriate written notice of no less than 4 weeks. Layoffs will be in reverse order of seniority within each Department.

Notice of layoff shall not be required where the employer can establish that the layoff results from unforeseeable or unpreventable causes beyond the control of the employer, including, but not limited to, a natural disaster or national emergency.

The following are considered the departments for the purposes of this section

- Laboratory
- Instrumental Analysis
- Client Services
- Administration
- Product Development
- Facilities

(d) Placement in an Alternate Position

Subject to the employee possessing the required qualifications, knowledge and skills to perform the duties of the position, a regular employee who has received layoff notice may, within seven (7)

days of receiving such notice, elect to bump a more junior employee in accordance with the following sequence:

STEP #1 - Placed in a vacant regular position that is at the same job level and FTE in an alternative department. The employee may elect to be placed into a regular vacant position that is at the same job level, but with a lower FTE, in the same or an alternative department;

STEP #2 - Placed in a regular vacant position at the next lower job level, with the same FTE within the same or an alternate department;

STEP #3 – May elect to be placed in a temporary position occupied by a temporary employee. Upon completion of the temporary position, said employee can then exercise their bumping rights as if they were being laid off from their previous home position.

STEP #4 - Displace the least senior-employee in the incumbent's existing or in the next lower job level in the same department that is at the same FTE and, if no such position exists at that FTE, the employee may displace an employee at a lower FTE.

STEP #5 - Displace the least senior employee in the incumbent's existing or in the next lower job level in an alternate department that is at the same FTE and, if no such position exists, the employee may displace an employee at a lower FTE.

(e) Right to Recall or Severance

Employees who decline to bump into an alternate position, or who have no alternate position to displace into as a result of the placement process will elect to be placed on a recall list or for severance pay. At the time of layoff or at any time during the recall period, employees may elect for a paid severance as set out below.

(f) Recall

When a vacancy arises after a layoff, employees on layoff shall be entitled to recall in order of seniority for a period of twelve (12) calendar months following the date of layoff provided that:

- (i) the vacancy is at the same job level; and
- (ii) the employee possesses the necessary qualifications, skills and abilities to perform the duties of the position.

The right to recall expires after twelve (12) calendar months or when an employee elects severance, resigns, or does not return to work upon seven (7) calendar days' notice of recall.

Laid off employees are responsible for informing the Employer, in writing, of where they may be contacted during the layoff period.

An employee shall be provided severance at the expiry of the recall period, or earlier by election of the employee.

An employee on recall may work in a temporary position. A regular employee who is laid off and is subsequently rehired within twelve (12) months, into a temporary position will be entitled to the same benefit coverage they had as a regular employee prior to layoff.

A laid off employee who is recalled into a temporary position retains the right to recall for a period of twelve (12) months from the date of lay off from their regular position. The recall period is not extended as a result of working in a temporary position and, if no such recall occurs, the employee will receive severance at the completion of the twelve (12) months or the temporary position, whichever is later.

(g) Severance

In the event of an employee's termination of employment as a result of layoff, severance shall be paid as follows:

- Less than 3 months: No compensation is required
- More than 3 months: 1 week's pay
- 1 completed year of service: 2 weeks' pay
- 2-8 completed years of service: 1 week of pay for each year of service
- 9 or more completed years of services: 2 weeks of pay for each year of service up to a maximum of 22 weeks.

Part-time employees will be paid severance in accordance with their full-time equivalency. Employees who elect for severance are not eligible for recall.

23.2 Technological Change

Where the Employer anticipates a reduction in staff due to technological change affecting the terms, conditions or security of employment of a significant number of employees in the bargaining unit, then, per Section 54 of the British Columbia Labour Relations Code, it will provide the union a minimum of 60 days' notice and meet to explore: alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement; and employee retraining or redeployment opportunities for affected employees.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.1 Preamble

The intent of the Grievance Procedure Process is to:

- encourage open, two-way dialogue by the people affected by a dispute,
- achieve solutions that contribute to positive, collaborative working relationships,
- minimize the time and cost involved in resolving disputes. The parties may mutually agree to extend, bypass or return to previous steps of the Grievance Procedure. Such agreements will be confirmed in writing.

Failure by the party advancing the grievance to comply with the time limits specified herein shall render the grievance abandoned.

24.2 Permission to Leave Work – Grievor

Grievance meetings with the Employer under Steps 1 and 2 below that are held during regular work hours will be considered as time worked.

24.3 Definitions

A grievance is any:

- (a) dispute concerning the interpretation, application, operation or alleged violation of the Collective Agreement, including whether the dispute is arbitrable, and
- (b) directly relating to or affecting the rights of a specific employee or group of employees.

A policy grievance is any dispute:

- (a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, including whether the dispute is arbitrable, and
- (b) relating to a policy or general practice of the Employer or the Union.

For the purposes of this section, days means calendar days.

24.4 Settling of Grievance

Any difference arising out of the interpretation, operation or application of this Agreement shall be resolved in the manner set forth below without stoppage of work or interruption of services.

Step 1 - Problem Solving

An employee is encouraged to approach their supervisor or the first level of excluded manager not involved in the complaint for assistance in resolving the issue. The employee may seek Union support.

Informal settlement at Step 1 will not be used as a precedent by either party.

An employee, the Union or the Employer may proceed to file a grievance under Step 2 of the grievance procedure if a dispute has not been resolved by Step 1 or in the circumstance in which discussion with the supervisor or manager is inappropriate.

Step 2 - Formal Grievance

A dispute not resolved at Step 1 must be submitted in writing to the Operations Manager or designate, within twenty-one (21) days of: (i) the discipline, action or circumstances giving rise to the grievance; or (ii) the date on which the employee became aware of the action or circumstances that gave rise to the grievance.

An Employer grievance will be submitted at Step 2 to the Labour Relations Officer of the Union.

Once a grievance is submitted at Step 2 the Employer will not conduct discussions or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the presence of a Union representative.

A meeting between one or more representatives of the Employer and the Union will be held within fourteen (14) days following receipt of the grievance letter. The meeting will include the people who are essential to resolving the dispute (as reasonably determined by the parties).

Within fourteen (14) days of the Step 2 meeting, the Employer will provide a written response to the Union regarding the grievance.

Step 3 – Referral to Arbitration

Failing satisfactory settlement, the grievance must be referred to arbitration within fourteen (14) days of the responding party's written response at Step 2 or the date on which that response became due, whichever is earlier.

Arbitration Procedures

- (a) The party submitting the grievance or dispute to arbitration shall do so by notifying the other party of this in writing.
- (b) The referral to arbitration will include the details of the grievance, including the issues in dispute, the interests of the grieving party, the article(s) of the Collective Agreement which are alleged to have been violated, and the remedy requested.
- (c) Arbitration hearing dates will be determined within thirty (30) days of the appointment of the arbitrator.
- (d) An arbitration board shall comprise a sole arbitrator mutually agreed to by the parties.
- (e) The Arbitrator is not authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part of this Agreement.
- (f) The decision of the arbitrator shall be final, binding and enforceable on both parties and on any employee(s) affected by that decision.
- (g) Each party will bear fifty percent (50%) of the cost of arbitration meeting facilities and arrangements as well as the fees and expenses of the arbitrator.

24.5 Mediation

By mutual consent, the parties may agree to use the services of a mediator or facilitator at any step of the Grievance Process. The parties agree to share the costs of the mediation.

ARTICLE 25 – HEALTH AND SAFETY

25.1 Responsibilities

The parties agree to abide by the *Workers Compensation Act* and its regulations and share a mutual desire to establish and maintain a safe and secure workplace. The Employer shall not dismiss, intimidate, coerce, suspend, or transfer a worker or practice discrimination or take reprisals against them, or impose any other sanction upon them because they have suffered an employment injury or exercised their health and safety rights under this collective agreement, or any applicable statute.

25.2 Health and Safety Committee

- (a) A Joint Management and Employees Health and Safety Committee will be established and shall function in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the Workers Compensation Act. Minutes will be taken of all meetings and copies will be sent to the Employer and to the Union.
- (b) The committee will be made up of a minimum of one union member from each building (north, south, west building), a minimum of one in-scope remote worker and two members appointed by the employer at least one of which will be an appointed supervisor or manager.
- (c) Committee members will be offered the mandatory training per the WorkSafe BC Joint committee member & worker health and safety representative training with full costs paid by the Employer without loss of pay.

25.3 Duties of the Committee

Meetings shall be held when reasonably required and requested by either party, but not less than once a month. There will be two co-chairs, one will be selected by the worker representatives and the other selected by the employer representatives. The co-chairs will set and distribute the agenda; ensure all committee members are aware of the meeting. Minutes of the meeting shall be posted on an SGS AXYS network drive, to which all employees have access.

25.4 Personal Protective Equipment

An Employee who is required by the Employer to wear or use any protective clothing shall have the equipment of reasonable quality supplied and replaced on a reasonable schedule or as needed, as reasonably determined by the Employer, at no cost to the Employee. Employees shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals and the Employee will participate in such instruction and training.

25.5 No Disciplinary Action

An employee may exercise their right to refuse to do unsafe work where there is reasonable cause to believe that the work puts themselves or someone else at risk.

The employee refusing to perform unsafe work must report the unsafe work to their supervisor or manager. All refusals of unsafe work will be reported to the Joint Management and Employees Health and Safety Committee, notwithstanding if it is resolved by the supervisor. If not resolved, both the supervisor and the worker must immediately notify WorkSafeBC through the required process.

25.6 Union Notification

A Union member of the Health and Safety Committee shall be notified, as promptly as possible, of any reportable accident(s), incident(s) or illness(s) that are work-related.

25.7 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.

25.8 Transportation During Medical Emergency

The Employer shall ensure and, if required, pay for the transport of an employee in an on-the-job accident to and from a hospital or other care provider and subsequently to the employee's required destination, as appropriate, following treatment. The employer will indemnify employees whom it directs to transport an injured party to a qualified medical practitioner or hospital.

25.9 Union Representatives

Employees who are representatives of the Health and Safety Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, including preparation of the minutes and preparation for the meeting, jobsite inspection or accident investigation and any other duties incumbent of the position, in accordance with WorksafeBC regulations. All time must be approved in advance by the employee's supervisor, except in the event of an emergency.

25.10 Occupational First Aid Regulations and Courses

The Union and the Employer agree that, at a minimum, first aid regulations made pursuant to the Workers Compensation Act shall be fully complied with.

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.

25.11 Mental Health

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

25.12 Lab Conditions

When requiring employees to work in the laboratory, the employer agrees to maintain laboratory temperatures between 17°C and 26°C.

ARTICLE 26 - CLASSIFICATION SYSTEM, CLASSIFICATION REVIEW, AND CLASSIFICATION APPEAL PROCESS

The Employer will make available to the Union on request the applicable job duties and responsibilities, qualifications, skills and abilities of a classification as well as those of comparable positions.

26.1 Classification Review

- (a) When substantive changes are made to a position's duties or responsibilities, the employer or the employee may initiate a classification review.
- (b) When an employee initiates a classification review, the request must include a description of the substantive changes to the position's duties and/or responsibilities that now result in the position being improperly classified.
- (c) Employees may seek support from the union in preparing their application for review.
- (d) Within twenty-one (21) calendar days of receiving the classification review request, the employer will issue a written decision regarding the classification of the position.

26.2 Classification Appeal Process

The union may appeal the employer's decision on the classification review in writing to the Employer within thirty (30) calendar days of receipt of the written decision. If an appeal is not initiated within this timeframe, the review will be considered concluded and no further employee-initiated reviews can occur unless there are further substantive changes to the position's duties or responsibilities.

Within thirty (30) calendar days of receipt, the employer will meet with the union and the employee to discuss the appeal.

Within thirty (30) calendar days of the appeal meeting, the employer will issue a decision in writing. The employer may rely on its classification review decision.

26.3 Arbitration

- (a) In the absence of agreement, the Union must advance the appeal to arbitration within fourteen (14) days of the employer's decision, failing which the appeal will be deemed abandoned.
- (b) Once the arbitrator has rendered a decision, an employee may not initiate another review of their position for twelve (12) months from the date of the arbitration award.

26.4 Effect of Classification Change

- (a) When, at any step of the appeal process, a position is classified upward resulting in an increased rate of pay, the increase will be retroactive to the beginning of the pay period following the 22nd day after the employee submitted their initial request for review to the employer.
- (b) Where an employee's position is reclassified to a lower classification level as a result of a classification review the employee will have the right to:
 - (i) accept the lower classification and continue employment in the reclassified position; or
 - (ii) elect for layoff status in accordance with Article 23 – Layoff and Recall
- (c) Employees who elect to be reclassified to the lower classification per 28.4 (b) will continue to receive their former salary for six months. After this period, they will be placed on the new classification's salary scale at the step closest to, but not exceeding, their previous salary.

ARTICLE 27 – EXCLUSIONS

In the rare instance that a regular employee is excluded from the Union's bargaining unit by the BC Labour Relations Board or agreement between the parties and returns to the bargaining unit within a twelve (12) months of the date of the exclusion, the employee's seniority will be deemed uninterrupted in accordance with Article 20 - Seniority.

ARTICLE 28 – PERSONNEL RECORDS

28.1 Personnel File

- (a) Documents relevant to an employee's employment with the Employer shall be included in the employee's personnel file.
- (b) Employees will receive a copy of any disciplinary, or career development, or formal performance management documents which are placed in their personnel file(s).
- (c) An employee has a right to examine their Personnel file(s).
- (d) An employee will have the right to request that the Employer correct an error or omission in the personal information in their personnel file.

SGS ANALYTICAL SERVICES LTD.

Carole Collier - Director of Compliance

Name of Authorized Signatory



Carole Collier (Jun 10, 2026 13:26:58 EDT)
Signature

Date

Chris Lowry - Director of Human Resources

Name of Authorized Signatory



Chris Lowry (Jun 10, 2026 16:41:39 EDT)
Signature

Date

Deborah Clark - Operations Manager

Name of Authorized Signatory



Deborah Clark (Jun 11, 2026 14:04:15 PDT)
Signature

Date

PROFESSIONAL EMPLOYEES ASSOCIATION

Bruno Guerraz - Project Manager

Name of Authorized Signatory



Bruno Guerraz (Jun 13, 2026 07:26:20 PDT)
Signature

Date

Erik Klassen - Laboratory Chemist

Name of Authorized Signatory



Erik Klassen (Jul 25, 2026 23:40:55 PDT)
Signature

Date

Lindsey Walker - Laboratory Chemist

Name of Authorized Signatory



Lindsey Walker (Jul 28, 2026 21:42:13 PDT)
Signature

Date

Pamela MacKenzie - Project Manager

Name of Authorized Signatory



Pamela MacKenzie (Aug 9, 2026 12:47:39 PDT)
Signature

Date

SGS ANALYTICAL SERVICES LTD.

PROFESSIONAL EMPLOYEES ASSOCIATION

Robin Theron - Instrumental Analysis Chemist

Name of Authorized Signatory



Robin Theron (Aug 13, 2026 16:14:32 PDT)

Signature

Date

Laura-Kate Jeffreys - PEA Labour Relations Officer

Name of Authorized Signatory



Laura Kate Jeffreys (Sep 4, 2026 18:41:20 PDT)

Signature

Date

SCHEDULE OF WAGES - APPENDIX I

Wages are subject to the following negotiated increases:

Year	Wage Increase
On ratification	As set out in Appendix I
On first pay date of March, 2026	3%
On first pay date of March, 2027	3%
On first pay date of March, 2028	3%

Upon ratification an employee will receive either a 6% increase or placement on the rate of pay as set out *Schedule of Wages - Appendix I*, whichever is greater. The rate of pay established after this adjustment will be subject to negotiated increases.

	On Ratification, August 08, 2025	2026, March	2027, March	2028, March
Chemist	\$25.00	\$25.75	\$26.52	\$27.32
Chemist, Intermediate	\$27.75	\$28.58	\$29.44	\$30.32
Chemist, Advanced	\$31.50	\$32.45	\$33.42	\$34.42
Chemist, Senior	\$37.00	\$38.11	\$39.25	\$40.43
Laboratory Technician Level 1	\$22.00	\$22.66	\$23.34	\$24.04
Laboratory Technician Level 2	\$24.50	\$25.24	\$25.99	\$26.77
Project Manager	\$31.50	\$32.45	\$33.42	\$34.42
Project Manager, Senior	\$37.00	\$38.11	\$39.25	\$40.43
Operations Coordinator	\$31.00	\$31.93	\$32.89	\$33.87
Product Development/R&D Analyst	\$31.50	\$32.45	\$33.42	\$34.42
Senior Product Development/Improvement Scientist	\$55.00	\$56.65	\$58.35	\$60.10
Assistant Project Manager	\$28.00	\$28.84	\$29.71	\$30.60
Shipper/ Receiver	\$24.50	\$25.24	\$25.99	\$26.77
Data Reporter	\$24.50	\$25.24	\$25.99	\$26.77
Invoicing Coordinator	\$25.50	\$26.27	\$27.05	\$27.86
Facility Maintenance Technician	\$25.50	\$26.27	\$27.05	\$27.86
Facilities Manager, Purchaser	\$36.75	\$37.85	\$38.99	\$40.16
Senior Scientist Technician	\$55.00	\$56.65	\$58.35	\$60.10