

COLLECTIVE AGREEMENT

between the

IDEXX REFERENCE LABORATORIES LTD.

and the

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

Effective from October 1, 2023 to September 30, 2026

TABLE OF CONTENTS

DEFINITIONS.....	1
ARTICLE 1 - PREAMBLE	2
1.1 Purpose of Agreement.....	2
1.2 Use of Terms	3
1.3 Human Rights Code	3
1.4 Legislative Changes	3
ARTICLE 2 - UNION RIGHTS AND RECOGNITION	3
2.1 Bargaining Unit Defined.....	3
2.2 Correspondence.....	3
2.3 No Other Agreement	3
2.4 No Discrimination for Union Activity	3
2.5 Recognition and Rights of Steward	4
2.6 Bulletin Boards	4
2.7 Time Off for Union Business	4
2.8 Union Insignia	5
2.9 Union Meetings.....	5
ARTICLE 3 - UNION SECURITY.....	5
ARTICLE 4 - CHECK-OFF OF UNION DUES.....	5
4.1 Remittance of Dues	5
4.2 Electronic Fund Transfer	6
ARTICLE 5 - MANAGEMENT RIGHTS.....	6
5.1 Hiring	6
5.2 Function of the Employer	6
5.3 Provisions of this Agreement and the Code	7
ARTICLE 6 - EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES.....	7
6.1 Employer and Union Shall Acquaint New Employees	7
6.2 Union Orientation	7
6.3 Check-off of Union Dues.....	7
6.4 Employee Information.....	7
ARTICLE 7 - EMPLOYER/UNION RELATIONS	8
ARTICLE 8 - GRIEVANCES	8
8.1 Grievance Procedure	8
8.2 Step 1.....	9
8.3 Time Limits to Present Initial Grievance	9
8.4 Step 2.....	9
8.5 Time Limits to Reply at Step 2	9
8.6 Step 3.....	10
8.7 Time Limits to Reply at Step 3	10
8.8 Mediation/Arbitration	10
8.9 Deviation from Grievance Procedure	10
8.10 Dismissal or Suspension Grievance	10
8.11 Policy Grievance.....	10
8.12 Administrative Provisions.....	10
8.13 Technical Objection to Grievances.....	10

ARTICLE 9 - ARBITRATION	11
9.1 Notification	11
9.2 Assignment of a Single Arbitrator	11
9.3 Decision of Arbitrator	11
9.4 Expenses of Arbitrator	11
9.5 Time Limits or Failure to Act.....	11
9.6 Disagreement on Decision.....	11
9.7 Expedited Arbitration	11
ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE	12
10.1 Suspension and Dismissal.....	12
10.2 Right to Grieve Other Disciplinary Action	12
10.3 Employee Performance Appraisal and Review Forms	12
10.4 Personnel File.....	13
10.5 Right to Have Steward Present	13
10.6 Indemnity.....	13
ARTICLE 11 - SENIORITY	14
11.1 Seniority Defined	14
11.2 Seniority List.....	14
11.3 Loss of Seniority	14
ARTICLE 12 - JOB SECURITY, LAYOFF & RECALL.....	15
12.1 Consultation Process	15
12.2 Layoff Disclosure.....	15
12.3 Bumping	15
12.4 Recall	16
12.5 Severance Pay	16
12.6 Grievance on Layoffs and Recalls	16
12.7 Retraining and Adjustment Period.....	16
12.8 Benefits During Recall.....	17
ARTICLE 13 - HOURS OF WORK	17
13.1 Hours of Work.....	17
13.2 Scheduling	17
13.3 Split Shifts.....	18
13.4 Days of Work.....	18
13.5 Rest and Meal Periods	18
13.6 Changing an Employee's Assigned Schedule	18
ARTICLE 14 - OVERTIME.....	18
14.1 Overtime Entitlement.....	18
14.2 Right to Refuse Overtime	19
14.3 No Layoff to Compensate for Overtime.....	19
14.4 Callback	19
14.5 Overtime for Part-Time Employees.....	19
14.6 Rest Interval After Overtime	19
14.7 Overtime Meal Breaks	19
14.8 Banking of Overtime	19
14.9 Overtime Rates	20
ARTICLE 15 - HOLIDAYS.....	20
15.1 Paid Holidays.....	20

15.2	Holiday Coinciding with a Day of Vacation	20
15.3	Proration of Holiday Pay	20
15.4	Holiday Falling on a Day of Rest	20
15.5	Christmas or New Year's Day Off	21
15.6	Paid Holiday Pay.....	21
ARTICLE 16 - ANNUAL VACATION	21	
16.1	Annual Vacation	21
16.2	Vacation Schedules	21
16.3	Vacation Schedule Changes.....	22
16.4	Year-End Vacation.....	22
ARTICLE 17 - SICK LEAVE	22	
ARTICLE 18 - SPECIAL AND OTHER LEAVE	22	
18.1	Bereavement.....	22
18.2	Jury Duty	23
18.3	Personal Unpaid Leave of Absence	23
18.4	Reservist Leave	24
18.5	Family Responsibility Leave	24
18.6	Compassionate Care Leave/Family Medical Leave	24
18.7	Health and Welfare Benefits While on Unpaid Leave of Absence.....	24
ARTICLE 19 - BIRTH PARENT, PARENTAL AND ADOPTION.....	25	
19.1	Birth Parent Leave, Parental Leave and Adoption Leave	25
19.2	Deemed Resignation.....	25
19.3	Entitlements Upon Return to Work	25
ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY	25	
20.1	Joint Health and Safety Committee	25
20.2	No Disciplinary Action.....	26
20.3	Injury Pay Provisions.....	26
20.4	Transportation of Accident Victims.....	26
20.5	Courier Uniforms	26
20.6	Protective Clothing and Supplies	26
ARTICLE 21 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES	26	
21.1	Preamble and Definition.....	27
21.2	Advance Notice	27
21.3	Discussions	27
21.4	Employment Protection	27
21.5	Training.....	27
21.6	New Employees	27
ARTICLE 22 - POSTINGS.....	27	
22.1	Probation for New Employees	27
22.2	Postings	28
22.3	Temporary Vacancies	28
22.4	Notification	29
22.5	Expression of Interest	29
22.6	Interviews.....	29
22.7	Deemed Qualified	29
22.8	Relocation	29

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES.....	29
23.1 Paydays.....	29
23.2 Rates of Pay.....	29
23.3 Substitution Pay	29
23.4 Shift Differentials	29
23.5 Rate of Pay Upon Promotion.....	30
ARTICLE 24 - BC TARGET BENEFIT pension PLAN	30
ARTICLE 25 - HEALTH & WELFARE BENEFITS.....	30
25.1 Employee and Family Assistance Program	30
25.2 Extended Health and Welfare Coverage.....	30
ARTICLE 26 - JOINT LABOUR MANAGEMENT COMMITTEE	31
ARTICLE 27 - CONTRACTING OUT	31
ARTICLE 28 - BARGAINING UNIT WORK	31
28.1 Excluded Staff.....	31
ARTICLE 29 - TERM OF AGREEMENT.....	32
29.1 Duration	32
29.2 Notice to Bargain	32
29.3 Commencement of Bargaining.....	32
29.4 Changes in Agreement	32
29.5 Effective Date of Agreement	32
29.6 Copies of Agreement	32
29.7 Agreement to Continue in Force.....	33
APPENDIX A - Wages	35
APPENDIX B - Harassment	36
APPENDIX C - Arbitrators.....	38
APPENDIX D - Seniority Clarification	38
MEMORANDUM OF UNDERSTANDING 1 - Registered Retirement Savings Plan	38
MEMORANDUM OF UNDERSTANDING 2 - Temporary Employees	39
MEMORANDUM OF AGREEMENT 3 - Workload Dialogue	39

DEFINITIONS

For the purposes of this agreement and unless otherwise specifically stated, the following definitions shall apply:

- (1) "*Board*" means the British Columbia Labour Relations Board.
- (2) "*Code*" means the *Labour Relations Code*, R.S.B.C. 1996, c. 244, as it exists at all relevant times and as it may be amended or revised from time to time.
- (3) "*Days*" means calendar days, unless specified otherwise in the collective agreement.
- (4) "*Day of Rest*" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence.
- (5) "*Demotion*" means a change from an employee's position to one with a lower maximum salary.
- (6) "*Employee*" means a member of the bargaining unit and includes:
 - (a) "*Regular Full-Time Employee*" means an employee who is regularly scheduled to work between 37.5 and 40 hours per week, exclusive of meal periods.
 - (b) "*Regular Part-Time Benefit Eligible Employee*" means an employee who is regularly scheduled to work less than 37.5 hours per week but more than 24 hours per week, exclusive of meal periods. For purposes of severance under Article 12.5, a week shall be determined by determining the average hours for the eight weeks preceding the date of layoff. All paid time off benefits shall be paid on a prorated basis unless otherwise specifically set forth in this agreement.
 - (c) "*Regular Part-Time Non Benefit Eligible Employee*" means an employee who is regularly scheduled to work less than 24 hours per week, exclusive of meal periods. For purposes of severance under Article 12.5, a week shall be determined by determining the average hours for the eight weeks preceding the date of layoff. This classification is not eligible for paid time off benefits unless otherwise specifically set forth in this agreement.
 - (d) "*Casual Employee*" means an employee who is not regularly scheduled to work other than when they are providing relief for regular full-time or regular part-time employees. A casual employee may also be scheduled for temporary vacancies not filled by regular employees and for temporary workload increases. A casual employee has the right of refusal. The rate of pay shall be no less than the start rate of the classification and the Employer will provide an updated list of such employees to the Union, when submitting seniority lists.
 - (e) "*Temporary Employee*" means a person who is employed for a fixed term.
- (7) "*Employer*" means IDEXX Reference Laboratories LTD.
- (8) "*ESA*" means the *Employment Standards Act*, R.S.B.C. 1996 c. 113, as it exists at all relevant times and as it may be amended or revised from time to time.
- (9) "*Holiday*" means the 24-hour period commencing at 0001 hours of a day designated as paid holiday in this agreement.
- (10) "*Joint Health and Safety Committee*" or "*JHSC*" means an occupational health and safety committee as per WorkSafeBC requirements.

(11) "*Layoff*" includes cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, program termination, closure or other material change in organization. Layoff also includes a reduction in hours of work that results in the elimination of health and welfare benefits, or that results in a change in the status of the employee as described in the definition of "*employee*". A layoff does not include those matters falling within the definition of technological change contained in this agreement.

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

(13) "*Leave of Absence Without Pay*" means to be absent from duty pre-approved by the Employer but without pay.

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

(15) "*Promotion*" means a change from an employee's position to one with a higher maximum salary level.

(16) "*Resignation*" means a voluntary two weeks written notice by the employee that they are terminating their service on the date specified.

(17) "*Rest Period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.

(18) "*Termination*" is the separation of an employee for cause pursuant to Article 10 - Dismissal, Suspension and Discipline.

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

(20) "*WCA*" means the *Workers Compensation Act*, R.S.B.C. 1996, c. 492, as it exists at all relevant times and as it may be amended or revised from time to time.

(21) "*Workday*" is a period of 24 consecutive hours commencing with the starting time of any shift.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

(a) The purpose of this agreement is to provide orderly collective bargaining between the Employer and the Union to facilitate efficient and economically sound operation of the Employer while ensuring a high level of customer service and flexibility necessary to meet customer needs. Both the Employer and Union agree that it is in the best interest of both parties to cooperate fully, individually and collectively and thereby agree to abide by the terms set out in this agreement.

(b) The parties to this agreement share a desire to continually enhance the quality of the services provided by the Employer to ensure a safe, efficient and economic working environment.

1.2 Use of Terms

(a) Identity

In order to create more inclusive language, the parties have attempted to eliminate references to binary genders in the collective agreement with the use of “they” or “them”. If any language that references a binary gender appears, it shall be read and construed as non-binary.

(b) Singular or Plural

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

1.3 Human Rights Code

The parties hereto subscribe to the principles of the British Columbia *Human Rights Code* with respect to the employment of the employees.

1.4 Legislative Changes

In the event of legislative enhancements to the *Employment Standards Act*, employees will automatically receive the favorable benefits without the need for renegotiation. Such benefits shall be provided to employees as of the effective date of the legislative enhancement. The Union will communicate any changes promptly. Conflicts between the *Act* and the collective agreement will be resolved collaboratively. In the absence of any agreement, the matter will be referred to arbitration in accordance with Article 8. This clause supersedes any contradictory provisions.

ARTICLE 2 - UNION RIGHTS AND RECOGNITION

2.1 Bargaining Unit Defined

The Employer recognizes the B.C. General Employees' Union as the exclusive bargaining agent for all employees in the Province of British Columbia excluding Lab Managers, Assistant Lab Managers, Exempt Supervisors, Pathologists, and Sales.

New positions created by the Employer that may encroach on bargaining unit work shall be brought to the attention of the Union in writing 14 days prior to posting the position.

2.2 Correspondence

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

2.3 No Other Agreement

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

2.4 No Discrimination for Union Activity

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

2.5 Recognition and Rights of Steward

The Employer recognizes the Union's right to select stewards or steward designates to represent employees. The Union agrees to provide the Employer with a list of employees designated as stewards. The Employer agrees to recognize three shop stewards and one alternate shop steward, one of which may be on every shift.

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

The duties of the steward, or steward designate shall include:

- (a) investigation of complaints;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes including one steward shall have one day off to collect ratification ballots;
- (d) attending meetings at the request of the Employer;
- (e) meeting with a new employee as provided in Article 6.1;
- (f) with the permission of their supervisor, a steward, or steward designate, shall have the opportunity to address staff meetings for the purpose of informing members on matters of importance to them. Such permission shall not be unreasonably withheld.
- (g) attending meetings called by management in accordance with Article 10.5; and
- (h) other responsibilities as needed.

2.6 Bulletin Boards

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

2.7 Time Off for Union Business

- (a) With reasonable written notice, leave of absence without pay and without loss of seniority shall be granted for the purposes listed below. The Employer will make every reasonable effort to accommodate such leave and shall grant it subject to the ability to maintain the operational needs of the Employer.
 - (1) To elected or appointed representatives of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) to employees called by the Union to appear as witnesses before an arbitration board;
 - (4) employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee and to meet with the Employer.

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

(c) The Employer shall respond within 14 days to leave requests referenced in this article that are submitted at least 30 days in advance.

2.8 Union Insignia

A union member shall have the right to wear the recognized insignia of the Union. The recognized insignia of the Union shall include the designation "*bcgeu*". The insignia will complement the Employer's dress code.

2.9 Union Meetings

(a) Employees may attend a meeting with a union representative or their designate at their worksite no more than twice per year per shift (day shift and night shift) on a mutually agreeable date.

(b) The Union shall provide not less than two weeks' notice to the designated manager at the lab of the intended date and time of the meeting.

(c) Meetings will take place at the conclusion of the employees' scheduled shift and shall not interfere with the Employer's operations.

ARTICLE 3 - UNION SECURITY

(a) All employees who on December 5, 2007, were members of the Union or thereafter became members of the Union, shall, as a condition of continued employment, maintain such membership.

(b) All employees hired on or after December 5, 2007, shall, as a condition of continued employment, become members of the Union and maintain such membership, within 30 days of employment.

(c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to December 5, 2007 to become a member of the Union.

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.1 Remittance of Dues

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from the wages or salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made during each pay period.

(d) All deductions shall be remitted to the President of the Union at the end of the following calendar month for which dues were owed. The Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

(e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees.

(g) The Employer shall capture the amount of deductions paid to the Union by each employee and include this information on the employee's respective T4 for income tax purposes. T4s will be provided to the employee prior to March 1st either electronically via the online Total Access website or hard copy if requested by the employee.

(h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from his wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.

(i) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment and the Record of Employment (ROE) Code used in Block 16 of the ROE form for each of those employees.

4.2 Electronic Fund Transfer

(a) The Employer will submit dues remittance by EFT. The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the date the Employer's payroll department submitted the request for the EFT remittance and dollar amount.

ARTICLE 5 - MANAGEMENT RIGHTS

5.1 Hiring

The right to hire employees of its choice is vested exclusively with the Employer.

5.2 Function of the Employer

The Union recognizes and acknowledges that the management of IDEXX and its facilities and direction of the working forces are fixed exclusively with the Employer, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

(a) maintain order, discipline, efficiency and in connection therewith, to alter and enforce from time to time, employer policies, reasonable rules and regulations, SOPs and practices to be observed by its employees, and to discipline or discharge employees for just cause in accordance with this agreement;

(b) select, hire, train and cross-train within the employee's classification to different benches, transfer, assign to shifts, promote, classify, layoff and recall employees;

(c) determine the location of the operations and their expansion or curtailment; the direction of working forces; the schedules of operations; the number of shifts; the methods and processes to be employed; job content; quality and quantity standards; the establishment of work or job assignments; the qualifications of an employee to perform any particular job; the nature of tools, equipment, and machinery used and new or improved methods, machinery and equipment; change or discontinue existing tools, equipment, machinery, methods or processes, decide on the number of employees

needed by the Employer at any time; the number of hours to be worked; shift start and end times; the determination of financial policies including general accounting procedures; customer relations; and,

(d) the sole exclusive overall operations of its premises, machinery, and equipment.

5.3 Provisions of this Agreement and the Code

This agreement constitutes the only limitations upon the Employer's rights subject to relevant Federal and Provincial statutes including, but not limited to, the British Columbia *Labour Relations Code*. The Employer agrees to advise the Union of any new policies or material changes to existing policies 30 days prior to implementation, but this notice does not apply to standard operating procedures.

ARTICLE 6 - EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES

6.1 Employer and Union Shall Acquaint New Employees

At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with union security and dues check-off. A new employee shall be provided with the name, location and work telephone number of the steward and an authorization form for union dues check-off. The Employer agrees to provide the name, worksite phone number, email address, and location of the new employee's steward in the letter of hiring.

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

6.2 Union Orientation

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

The steward or union designate will provide a sign off to the union representative and for the new employee's personnel file confirming this meeting has occurred.

6.3 Check-off of Union Dues

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

6.4 Employee Information

(a) The Employer will provide the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv", ".xls" or "xlsx" and shall be uploaded via the Union's website.

(b) Employee information will always be sent in the same format and column order. The format of the information submitted by the Employer must be consistent from submission to submission.

(c) The information shall be formatted as follows:

Column Order	Name	Format	Format Description
1	Employee ID Number	XXXXXXXXXX	
2	Member Last Name		
3	Member First Name		

Column Order	Name	Format	Format Description
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross wages for period	XXXX.XX	No commas or dollar signs
6	Job Title		
7	Service Start Date	yyyyMMdd	
8	Worker Category		Regular, Auxiliary, etc
9	Work Location Name		
10	Work Location Address		
11	Member Address		
12	Member Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
14	Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
15	Member Home Email		
16	Pay Period Type		Monthly, semi-monthly, biweekly, etc.
17	Pay period Number	XXX	
18	Pay period end date	yyyyMMdd	
19	Pay period pay date	yyyyMMdd	

ARTICLE 7 - EMPLOYER/UNION RELATIONS

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

(b) No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union. To implement this, the Union shall supply the Employer with the names of its officers and shall notify the Employer of the appointment of new officers, members of committees and shop stewards forthwith upon appointment. Similarly, the Employer shall supply the Union with a list of management and supervisory positions with whom the Union may be required to transact business.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

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

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

8.2 Step 1

In the first step, every effort shall be made to find a resolution to the dispute through discussions with the immediate Supervisor.

- (a) The employee will request a meeting with the Supervisor via email and the subject will be clear. The employee will indicate in writing that they are intending to raise a grievance at Step 1.
- (b) The Supervisor will coordinate the availability of the employee and steward or designate.
- (c) If the matter is resolved, the Supervisor will confirm in writing the agreed upon resolution of the matter and send it to the employee and the union representative.
- (d) If the matter is not resolved at the Step 1 meeting, the employee may submit a written grievance through the steward or designate to Step 2 of the grievance procedure.
- (e) Where the employee is a steward or designate, they shall not, where possible, act as a steward with respect to their own grievance but shall submit the grievance through another steward or designate.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure must do so no later than 30 days after the date:

- (a) On which they were notified orally or in writing, of the action or circumstances giving rise to the grievance or;
- (b) On which they first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) The employee may present a grievance at this level by:
 - (1) Recording their grievance on the appropriate form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) Stating the article/s of the agreement alleged to have been violated, and the remedy sought;
 - (3) Transmitting the grievance to the Manager through the union steward.
- (b) The Manager shall acknowledge receipt of the written grievance by signing and dating the form at the time it is presented. At this point a copy of the grievance will be forwarded to HR.

8.5 Time Limits to Reply at Step 2

The Manager shall reply in writing with reason to the Union within 30 days of receiving the grievance at Step 2.

8.6 Step 3

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

- (a) within 30 days after the decision at Step 2 has been conveyed to them by the Manager, or;
- (b) within 30 days after the Manager's response was due.

8.7 Time Limits to Reply at Step 3

Within 30 days of receipt of the grievance at Step 3, the HR delegate shall reply to the Union in writing.

8.8 Mediation/Arbitration

If the grievance remains unresolved after Step 3, the Union and the Employer will mutually agree on forwarding the matter to either mediation or arbitration within 30 days.

8.9 Deviation from Grievance Procedure

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

8.10 Dismissal or Suspension Grievance

In the case of a dispute arising from an employee's dismissal, the grievance may be filed at Step 3 within 30 days of the date on which the dismissal occurred.

8.11 Policy Grievance

Where either party disputes the general application, interpretation, or alleged violation of an article in this agreement, the dispute shall be discussed initially with the Employer or the Union as the case may be within 30 days of the occurrence.

If the matter is unresolved, the policy grievance shall be filed at Step 3.

8.12 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by courier, email or by facsimile.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were received and/or delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage at the Canada Post, within British Columbia, the methods of delivery will be via courier, email or facsimile.
- (d) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

8.13 Technical Objection to Grievances

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure.

ARTICLE 9 - ARBITRATION

9.1 Notification

Either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing within 20 days of Step 3 of its desire to submit the difference or allegation to arbitration.

9.2 Assignment of a Single Arbitrator

- (a) When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to one of the single arbitrators listed in Appendix C on a rotational basis subject to their availability within 60 days. In the event that none of the arbitrators are available within 60 days, then the Arbitrator who is available at the earliest date shall be appointed.
- (b) The parties shall agree upon a list of arbitrators which shall be appended to this agreement. An arbitrator may be removed from the list by mutual agreement.

9.3 Decision of Arbitrator

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

9.4 Expenses of Arbitrator

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

9.5 Time Limits or Failure to Act

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

9.6 Disagreement on Decision

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

9.7 Expedited Arbitration

By mutual agreement, a grievance may be placed into the expedited arbitration process, the process for which shall be as follows:

- (a) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
 - (1) dismissals;
 - (2) rejection on probation;
 - (3) suspensions in excess of 20 workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation of a provision of the agreement;
 - (6) grievances relating to Article 13 - Hours of Work of the agreement;

- (7) grievances requiring presentation of extrinsic evidence;
- (8) grievances where a party intends to raise a preliminary objection;
- (9) demotions.

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

- (b) A grievance determined by either party to fall within one of the categories listed in (a) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.
- (c) The Arbitrator shall hear the grievances and shall render a decision within 30 days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (d) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Suspension and Dismissal

- (a) Notice of suspension or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal and a copy shall be sent to the President of the Union or their designate within seven working days.
- (b) A suspension of indefinite duration shall be considered a dismissal under Article 10.1(a) above as soon as it exceeds 20 days and any grievance already filed shall be considered henceforth as a dismissal grievance.

10.2 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include:
 - (1) written censures;
 - (2) letters of reprimand;
 - (3) adverse written reports which do not include letters of expectation.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (c) Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.

10.3 Employee Performance Appraisal and Review Forms

- (a) Where a formal appraisal of an employee's performance is carried out based on metrics established by the Employer as appropriate and applicable in addition to technical competencies and

skills based on the job description of the employee, the employee shall be given sufficient opportunity to read, review and ask questions about the performance appraisal. Upon request, the employee will be given three working days to read and review the appraisal before the meeting with the functional supervisor is scheduled to take place.

- (b) The performance review form shall provide for the employee's signature in two places
 - (1) one indicating that the employee has read and understands and accepts the appraisal; and
 - (2) the other indicating that the employee has read, understands and disagrees with the appraisal.

No employee may initiate a grievance regarding the contents of an employee performance appraisal unless the employee has signed in the place indicating disagreement with the appraisal.

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

10.4 Personnel File

- (a) An employee, or the President of the Union or their designate with the written authority of the employee, may upon prior written request and reasonable notice have access to their personnel file(s) and receive copies of any documents.
- (b) A review shall be done in the Delta facility in the presence of the employer designate.
- (c) Copies of documents can be requested to the employer designate. The employer designate will make the photocopy and provide to the employee.
- (d) The Employer will provide the documents within 14 days of the written request.

10.5 Right to Have Steward Present

- (a) An employee shall have the right to have a shop steward present at any meeting with the Employer that could result in discipline or discharge. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

10.6 Indemnity

The Employer will:

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

"*Seniority*" means an employee's length of service with the Employer. Employees shall be credited with seniority equivalent to their length of continuous service since the most recent date of employment with the Employer including service prior to certification. Seniority shall be based on accrual of hours paid, both worked and unworked at date of certification. Seniority shall not include overtime.

The Employer will retroactively calculate seniority hours to include bereavement leave, paid sick leave, and vacation from January 1, 2023; no other changes to the calculation will be made retroactively following certification of the agreement effective from October 1, 2023.

11.2 Seniority List

(a) Within 30 days of January 1st and July 1st of each year, seniority lists shall be posted. The seniority list shall contain the following information:

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

(b) The seniority list shall be posted by the Employer for a minimum of 30 days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer within 21 days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct.

(c) A copy of the seniority list shall be given to the stewards, elected officers and to the union staff representative.

11.3 Loss of Seniority

Employees shall lose their seniority and be deemed terminated for any of the following reasons:

- (a) if they voluntarily quit;
- (b) if they are discharged for just cause and not subsequently reinstated;
- (c) if they are laid off and fail to return to work within 10 calendar days after receipt of the Employer's notice by registered mail to return to work, unless they can substantiate by medical evidence that they were unable to return to work because of illness or accident;
- (d) if they are laid off and the time elapsed from date of layoff exceeds 24 months;
- (e) if they have been absent from work for any reason for more than 24 months;
- (f) An employee who fails to report for duty for three consecutive working days without informing the Employer of the reason satisfactory to the Employer for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity within 10 working days to rebut such presumption and demonstrate that there were satisfactory grounds for not informing the Employer.

ARTICLE 12 - JOB SECURITY, LAYOFF & RECALL

12.1 Consultation Process

- (a) The Employer shall notify the Union in writing, not less than 60 days prior to affecting any proposed labour adjustment initiative that could impact a significant number of employees, in accordance with Section 54 of the *BC Labour Relations Code*.
- (b) A consultation committee of two employer and two union representatives will meet within seven days of the written notice in (a) above. The Committee will be mandated to address the requirements of Section 54 of the *Labour Relations Code*, make recommendations to the parties based on the provisions of the collective agreement and the *Code*, and participate in the implementation of Article 12 - Job Security, Layoff & Recall. The Committee will meet as necessary to carry out its mandate. One of the union appointees to the Committee will be from the bargaining unit and will be excluded from the lab schedule in order to participate in the meetings. The union appointee will be paid regular wage for all hours worked in conjunction to the Consultation Committee meetings.
- (c) The parties agree to consider voluntary solutions to problems and adjustments which arise from downsizing and restructuring. The parties will endeavour to achieve them through permanent or interim solutions, where practicable. Voluntary options considered will include, but not be limited to, early retirement incentives, voluntary layoff, retraining, temporary assignments and relocations. Voluntary options agreed to during the consultation process will be offered to the employees identified during this process, first.
- (d) If the employees identified as impacted do not wish to consider any of the voluntary options referenced in (c), these options will be offered to all employees, in order of seniority.
- (e) If the parties do not agree to voluntary solutions, positions to be made redundant will be identified by the Employer. Notice of layoff will be made in accordance with the terms of the collective agreement.

12.2 Layoff Disclosure

In the case of a layoff, and when all options of 12.1 have been exhausted, the Employer shall communicate to the affected employees the layoff, provide the affected employees their options to either bump, elect for severance or elect for recall. The Employer shall also provide written notice to the employees that may be bumped of their options on the same day.

The communication will be in order of seniority from most senior to least senior. The decisions from all employees will be required seven days later in the same order of seniority.

The Employer shall provide three weeks' written notice and/or pay in lieu of notice to a regular employee who will be laid off prior to the effective date of layoff.

In the case of layoff and when all option of 12.1 have been exhausted, the Employer shall provide three weeks' written notice and/or pay in lieu of notice to a regular employee who will be laid off prior to the effective date of layoff.

12.3 Bumping

In the event of a layoff, employees shall be laid off in reverse order of their seniority, providing those employees retained have the requisite ability to perform the work available. Employees shall be recalled in order of their seniority provided they have the requisite ability to perform the work available.

- (a) Employees may elect layoff out of the Lab. If so, employees' recall rights would be restricted to the classification from which they were laid off.

- (b) Then employees with the least amount of company seniority in the classification affected will be laid off from the classification first and may exercise their bumping rights.
- (c) Then employees may elect to displace the least senior employee in the preferred lateral or one level lower rated classification that they are qualified to perform as determined and agreed by all parties during the Section 54 meeting.
- (d) If the employee affected by the layoff elects to bump one classification lower they will be red circled and maintain the rate of pay of their current classification but will assume the grade and job title of the lower classification.

If the employee is disqualified by the Employer and relevant Union representative for inability to perform, or disqualifies themselves because of inability to meet job requirements within four weeks, the employee shall then be laid off out of the lab with recall rights to the original classification from which they were laid off.

12.4 Recall

- (a) The recall period shall be two years.
- (b) New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.
- (c) The Employer shall send job postings for all bargaining unit positions in Delta to employees on the recall list.

12.5 Severance Pay

The Employer will provide a severance programme to regular full-time and regular part-time employees, who had elected severance pay in the event of a permanent layoff. The employee shall be entitled to three weeks' pay for every year of regular service or major part thereof to maximum of 52 weeks. It is furthermore understood that this money is inclusive of any notice obligations under the ESA.

Upon receiving severance, an employee shall be deemed to have resigned.

12.6 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls may be initiated at Step 2 of the grievance procedure.

12.7 Retraining and Adjustment Period

- (a) Employees who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate by the Joint Labour Management Committee, current in-service training, and shall be allowed a reasonable time not to exceed four weeks to familiarize themselves with their new duties.
- (b) In those circumstances where an employee is being placed in a regular vacancy, the Joint Labour Management Committee shall also consider other training where it is complementary to current in-service training.
- (c) Employees involved in training under this section shall receive their basic pay for the period of training and the cost of tuition if necessary.

12.8 Benefits During Recall

Regular employees on layoff shall be entitled to the following benefits for a three month period from the day of layoff, provided the employee prepays their 50/50 portion of the benefits with post-dated cheques. It is optional for an employee to maintain these benefits.

Extended Health
Group Life, AD&D
Dental

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

ARTICLE 13 - HOURS OF WORK

13.1 Hours of Work

- (a) The Employer's business is a 24 hours a day, seven days a week operation. The workweek shall begin on Sunday at 12:00 a.m. and end on Saturday at 11:59 p.m.
- (b) The scheduled daily hours of work for each employee shall be consecutive, exclusive of meal periods. Notwithstanding the foregoing, split shifts may occur from time to time as a consequence of backfilling for partial shift absences.
- (c) In order to meet the needs of the business, employees may be required to work Saturdays and Sundays, however the Employer will provide two consecutive days off per week unless agreed to in writing by the member. Any agreement to waive two consecutive days off can be withdrawn by the employee by providing 14 days advance notice. Specific hours will be determined and communicated by the Manager or his designate.
- (d) If an employee, reporting for work is informed upon arrival that they are not required to work, the employee shall be paid a minimum of three hours' pay at their regular rate except in the event that major lab breakdown occurs, a flood, electrical, fires, and/or breakdown beyond the control of the Employer.
- (e) In case of bad weather conditions, the employee must call in before coming into the lab. Employees who have called in to confirm lab closure shall be paid for two hours at their regular rate.
- (f) When operations are officially closed due to provincial emergency conditions, the time off from scheduled work shall be paid.
- (g) Employees are expected to show up for work and start at the time indicated on the published schedule. Any deviations from the published start and end time must be approved by the supervisor/manager.

13.2 Scheduling

- (a) The normal workweek for regular full-time employees shall be 37.5 to 40 hours per week. However, the parties recognize the Employer's right to establish the hours of operation.
- (b) The regular workday shall consist of no more than 10 hours per day exclusive of meal periods and overtime.

(c) The Employer may schedule employees for lesser periods than eight hours, so long as the senior employees are given what full shifts are available first on a given day and are available to work. Employees who are scheduled to work less than eight hours per day will not be scheduled less than three hours. Should a full-time employee, working short schedules, elect to work other shifts that may come available due to unexpected business, then the parties agree the Employer will not be required to make any overtime payments to accommodate their requested changes in days off or shift changes.

(d) Employees' schedules shall allow for a 10 hour minimum between the end of one shift and commencement of a new shift.

(e) Work schedules must be posted 14 days in advance of the beginning of the work schedule. Members will obtain management's approval for any changes to posted schedule.

13.3 Split Shifts

(a) Split shifts will apply only to couriers or in emergency situations as per Article 13.1(b).

(b) Where the Employer schedules a break longer than one hour, a premium shall be paid for all hours worked which shall be the greater of:

- (1) Split shift premium of \$2 per hour; or
- (2) The relevant shift premium.

(c) No employee shall receive both premiums.

(d) Scheduled breaks should not exceed three and one-half hours.

13.4 Days of Work

Unless otherwise mutually agreed to, no regular full-time or regular part-time employee shall be scheduled to work more than five consecutive days.

13.5 Rest and Meal Periods

By mutual agreement between the Employer and the employee, rest and meal periods may be combined.

13.6 Changing an Employee's Assigned Schedule

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

(b) If a regular full-time or part-time employee's scheduled days off are changed temporarily with less than two days' notice, the employee shall be paid at time and one-half the employee's regular rate for the first rescheduled shift.

(c) Modifications made to a regular full-time and part-time employee's assigned schedule in accordance with (a) and (b) above must be consistent with operational requirements.

ARTICLE 14 - OVERTIME

14.1 Overtime Entitlement

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime work is authorized in advance. On rare occasions, due to the nature of work performed, employees may have to work overtime and get approval later. In this case, the overtime work must be

reported as and when required by the Employer and overtime that is reasonable in the circumstance shall be approved.

14.2 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime without being subject to disciplinary action for so refusing. Where no one volunteers for overtime it shall be assigned in reverse order of seniority of those performing work on site in that department.

14.3 No Layoff to Compensate for Overtime

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

14.4 Callback

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

14.5 Overtime for Part-Time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) A part-time employee working less than 40 hours per week, and who is required to work other than their regularly scheduled weekly hours, shall be paid at the rate of straight-time for the hours so worked up to and including 40 hours per week.
- (c) Overtime rates shall apply to part-time employees if required to work hours in excess of (a) or (b) above. Overtime paid for hours worked in excess of eight hours in a day shall not be further counted toward the hours worked in a week.

14.6 Rest Interval After Overtime

An employee required to work overtime beyond their regularly scheduled shift shall be entitled to 10 clear hours between the end of the overtime worked and the start of their next regular shift. If 10 clear hours are not provided, overtime compensation for hours that overlap shall be paid.

14.7 Overtime Meal Breaks

- (a) When an employee is required to work in excess of two and one-half hours overtime immediately before or after completion of their scheduled daily hours, they shall be provided with a meal break of one-half hour with pay.
- (b) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside their regularly scheduled shift times for a normal workday.

14.8 Banking of Overtime

Employees may elect to bank overtime to a maximum of 40 hours per calendar year. This may be taken as paid time off at a mutually agreeable time or paid out at the first pay period of the subsequent calendar year.

No banked overtime will be carried over into a new calendar year.

Employees must agree in writing to bank the overtime hours at the beginning of each calendar year. Once the 40 hours are banked any additional hours will be paid out.

Employees on extended leave of absence will get their banked time paid in the first pay period of the subsequent calendar year and an amended Record of Employment will be issued if appropriate.

Employees leaving the company, the Employer will have their banked time paid out.

14.9 Overtime Rates

- (a) Employees are paid time-and-a-half for any time worked over eight hours in a day, up to 12 hours - even if the employee does not work more than 40 hours a week.
- (b) Employees are paid double-time for any time worked over 12 hours during a day or for any time worked in excess of 50 hours in a week.
- (c) A week is defined as Sunday at 12:00 a.m. to Saturday at 11:59 p.m.

ARTICLE 15 - HOLIDAYS

15.1 Paid Holidays

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Family Day
National Day of Truth and Reconciliation	

- (b) Any other day proclaimed as a holiday by the BC Employment Standards shall also be a paid holiday.

15.2 Holiday Coinciding with a Day of Vacation

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

15.3 Proration of Holiday Pay

The Employer shall give to each eligible employee a paid holiday on each of the designated general holidays. For each such holiday, an employee shall be paid not less than the equivalent of the wages that would have been earned for average hours of work. An average day's pay is calculated by dividing "*total wages*" earned in the 30 calendar days before the statutory holiday by the number of days worked. Vacation days taken during this period count as days worked. "*Total wages*" includes wages, commissions, statutory holiday pay, vacation pay and overtime.

15.4 Holiday Falling on a Day of Rest

- (a) When a holiday provided for in Article 15.1 is observed on a regular full-time employee's scheduled day off, the employee shall be entitled to a day off with pay in lieu of the holiday provided for in Article 15.1, to be taken on a day to be agreed between the Employer and the employee.
- (b) If any regular full-time employee is called into work on the day designated as the lieu day pursuant to (a) above or a regular part-time employee is called into work on the day designated as the lieu day, they shall be compensated at time and one-half the employee's normal rate, plus a day off in lieu.

(c) Scheduling of regular employees on paid holidays will be voluntary. Where no one volunteers, employees regularly scheduled on the day the paid holiday falls on will be scheduled in reverse order of seniority.

15.5 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shall have at least Christmas Day/Eve or the following New Year's Day/Eve off.

15.6 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the 60 workdays preceding a paid holiday, in which case they shall receive the higher rate.

ARTICLE 16 - ANNUAL VACATION

16.1 Annual Vacation

(a) Regular full-time and regular part-time benefit eligible employees will be entitled to a paid vacation away from work based on completed years of service at December 31st.

(b) An employee with less than 12 month's service will receive prorated vacation time and the equivalent 4% vacation pay for the first year of employment.

(c) Part-time non benefit eligible employees will not be eligible for paid vacation time but eligible for unpaid vacation time. They will receive vacation pay on each pay based on years of service.

(d) Regular full-time and benefit eligible part-time employees will be entitled to prorated vacation in their last year of employment.

(e) Employees shall accrue the following vacation with pay:

(1)	0-4 Years	10 days
(2)	5-9 Years	16 days
(3)	10-15 Years	21 days
(4)	16-20 Years	22 days
(5)	21-24 Years	23 days
(6)	25 + Years	24 days

(f) Regular full-time and regular part-time employees will be entitled to five floating days to be scheduled at a mutually agreeable date by the parties.

16.2 Vacation Schedules

(a) Employees will submit their vacation requests to the supervisor on or before:

- (1) November 1st for the period January 1st through April 30th; and
- (2) March 1st for the period May 1st through December 31st.

(b) The Employer will approve the vacation schedules within two weeks of the closing dates for vacation requests.

(c) An employee who does not exercise their seniority rights within two weeks of receiving the vacation schedule, will not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(d) In the event of not being able to schedule all vacation in accordance with Article 16.2(a) an employee may hold back one week but it must be scheduled by September 1st for the period September 1st to December 31st failing which on September 1st, the Employer will assign the week off in that period. If the Employer does not assign the week off by September 1st, employees will receive cash in lieu of vacation, to a maximum of five days. Employees may bump one assigned day with agreement between the Employer and employee.

16.3 Vacation Schedule Changes

Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

16.4 Year-End Vacation

A single vacation period which overlaps the end of a calendar year (December 31st) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31st shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

ARTICLE 17 - SICK LEAVE

(a) Regular full-time employees who have completed their probationary period shall be credited eight sick leave days on January 1st each year.

(b) All employees who have been employed for 90 consecutive days, and who are not regular full-time employees who have completed their probationary period, shall be credited five sick leave days on January 1st each year.

(c) Sick leave shall accumulate to a cap of 20 days, at which point no additional sick leave will be credited until the employee uses sick leave to fall below the cap to a total of 20 days.

(d) Each sick day will be compensated at 100% of the employee's regular rate of pay.

(e) Unused sick leave shall not be paid out at the end of the calendar year or at termination, layoff or resignation.

(f) The Employer will ensure that any full-time or part-time benefit eligible employee who has exhausted all sick time but requires a certified and documented medical leave absence of greater than five days will receive one paid sick day in order to waive the Employment Insurance waiting period. One occurrence per year will be permitted.

(g) The Employer agrees to pay up to \$200 per instance, for all medical notes and documentation, including documentation supporting medical employment insurance claims, and Long-Term Disability applications.

ARTICLE 18 - SPECIAL AND OTHER LEAVE

18.1 Bereavement

(a) IDEXX provides paid bereavement leave to eligible employees (Regular full-time and regular part-time benefit eligible who wish to take time off due to the death of a family member.

(1) In the event of the death of an immediate family member, an employee may receive up to 10 days of paid bereavement leave. An employee may utilize this benefit up to two times per

year for separate events. This paid bereavement leave may be taken in one block of time (not intermittently) unless specific circumstances dictate otherwise. Any remaining time not used may not be carried over for later use. IDEXX defines "immediate family" for bereavement leave as spouse (meaning spouse or domestic partner), parent (meaning biological, adoptive, step or foster mother or father or any other individual who stood in place of a parent to the employee when the employee was a minor) or children (meaning biological (including miscarriage), adopted or foster child, step child or legal ward of an employee standing in place of a parent or parent to the child when the child was the minor).

(2) In the event of the death of a family member that is not included in the definition of immediate family member in paragraph (1) above, an employee may receive up to three days of paid bereavement leave. This paid bereavement leave may be taken in one block of time (not intermittently) unless specific circumstances dictate otherwise.

(3) An employee may, with management's approval, use any available vacation days or banked overtime hours for additional paid time off as necessary.

(4) Employees should notify their manager immediately upon learning of their need for such a leave whether or not they are eligible for payment under this benefit.

(5) The leave may be deferred at a later date as a result of logistical ceremonial arrangements.

(6) Employees on vacation or IDEXX paid sick time that require a bereavement leave will have their time changed to bereavement as opposed to vacation or IDEXX paid sick time.

(b) IDEXX provides up to one day of paid bereavement leave to eligible employees (regular full-time and regular part-time benefit eligible) who wish to take time off due to the death of a pet. An employee may utilize this leave benefit up to two times per calendar.

18.2 Jury Duty

IDEXX supports employees who fulfill their civic responsibilities by serving on jury duty when required. Eligible employees (regular full-time employees or regular part-time benefit eligible employees working [24] or more hours per week) may request up to 60 days of paid jury duty leave over any two year period.

Employees required to serve beyond the 60 day period of paid leave may use available paid time off or will be placed on an unpaid leave of absence.

IDEXX or the employee may request an excuse from jury duty if, in IDEXX's judgement, the employee's absence would create serious operational difficulties.

Health insurance benefits continue unchanged for the full term of jury duty absence, and vacation and sick day benefits will continue to accrue.

Employees requesting jury duty leave must show their notice to their managers as soon as possible, to allow arrangements for covering their absences. IDEXX expects employees to report to work whenever the court schedule permits, and to keep in contact with their managers daily during the leave period.

18.3 Personal Unpaid Leave of Absence

(a) An employee may seek a general/personal leave of absence without pay from the Employer in special circumstances. Notwithstanding any provisions for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting personal leave for an unusual

circumstance or for reasons not covered under the BC ESA job protected leave of absences. All requests and approvals for leave shall be in writing. Upon receipt of the application for a general/personal leave of absence, the Employer may ask the employee for details with respect to the reason for the request and consider whether the request will be disruptive to the business.

(b) Employees are entitled to request up to one month sabbatical without pay every 10 years. Such a request shall not be unreasonably withheld and may be taken consecutively with paid vacation. An employee must notify the Employer by September 30th of the previous year that they intend to take such a leave.

18.4 Reservist Leave

Unpaid leave will be given to reservists where:

- (a) the employee is deployed to a Canadian Forces operation outside Canada; or
- (b) the employee is deployed to a Canadian Forces operation inside Canada that is or will be providing assistance in dealing with an emergency or with its aftermath.

In order to qualify for the unpaid leave, the employee must have been employed with IDEXX for at least six consecutive months and provide reasonable written notice of the start date. IDEXX may require the employee to provide reasonable verification of the necessity of the leave, including a certificate from an official of the Reserves, stating employee is a member of the Reserve and is required for service and if possible, start and end dates for the period of service. An employee who intends to end a leave shall give reasonable written notice to IDEXX with an expected return date.

18.5 Family Responsibility Leave

Employees are entitled to take up their IDEXX paid sick days or up to five days of unpaid leave each employment year to tend to the care, health or education of a child in their care, or tend to the care or health of any other member of their immediate family.

18.6 Compassionate Care Leave/Family Medical Leave

Employees are entitled to up to 27 weeks without pay each year to provide care or support to a family member, if a qualified medical practitioner has issued a certificate stating that the family member has a serious medical condition with a significant risk of death occurring within a period of 26 weeks.

Employees who wish to take a compassionate care leave must provide IDEXX with a copy of a medical certificate stating that the family member has a "*serious medical condition with a significant risk of death within 26 weeks*".

Employees can apply for Employment Insurance benefits under this leave.

18.7 Health and Welfare Benefits While on Unpaid Leave of Absence

- (a) The Employer will continue to provide health and welfare benefits for the duration of the leave as long as the employee pays their premiums portion by the 1st of each month and/or the full amount for the duration of the leave of absence.
- (b) If the employee has not paid their portion of the premiums by the 1st of each month, or prepaid for the duration of the unpaid leave, coverage will be suspended. The Employer will provide notification to the affected employee by registered mail/courier 30 days prior to the suspension of benefits.
- (c) Reinstatement will only be once the leave has ended and the employee has returned to work.

ARTICLE 19 - BIRTH PARENT, PARENTAL AND ADOPTION**19.1 Birth Parent Leave, Parental Leave and Adoption Leave**

- (a) The parties agree that the employees are entitled to leaves including birth parent leave, parental leave, and adoption leave in accordance with ESA.
- (b) The Employer will maintain extended health and wellness benefits coverage as long as the employee has prepaid their portion of the benefits premium through payroll deduction prior to the leave commencing.
- (c) As soon as an employee is aware of the need for such a leave, they must inform HR of the expected commencement date of the leave in order to calculate the premiums owed prior to the leave starting.

19.2 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Article 19.1 commenced unless they have advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 19 or if they do not return to work after having given such advice.

19.3 Entitlements Upon Return to Work

- (a) An employee who returns to work after the expiration of birth parent, parental, or adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from birth parent, parental, or adoption leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY**20.1 Joint Health and Safety Committee**

- (a) The Employer and the Union agree that policies and guidelines relating to safety and health shall be recommended by the Committee. The Committee will meet at least once per month or, to deal with urgent situations, at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions with the aim of preventing and reducing risk of occupational injury and illness including related training.
- (b) The Committee shall receive a copy of the *Workers Compensation Act* Accident Report Form in the event of an injury or accident. In the event of a fatality, the Employer shall immediately notify the President of the Union or their designate of the nature and circumstances of the accident.
- (c) Committee membership shall be as follows:
 - (1) the Committee shall be comprised of a minimum of two members appointed by the Union and two members appointed by the Employer. In no case will the Employer's members outnumber those of the Union;
 - (2) a chairperson and secretary shall be elected from and by the members of the Committee. Where the Chairperson is an employer member, the secretary shall be an employee member, and vice versa.
- (d) Employees who attend meetings of the Committee, job site inspections or accident investigation as representatives of the Union shall be without loss of pay for the time spent on this Committee. Where

the meeting is held outside the committee members' regular working hours, committee members will receive straight-time pay.

(e) All minutes of the Committee shall be recorded in a mutually agreed format and copies shall be forwarded to the union representatives of the Committee.

(f) A worker appointed by the Union as a Workplace Health and Safety representative will be granted leave, in accordance with Article 2.7, to attend a union sponsored Workplace Health and Safety Training course.

(g) Each union committee member is entitled to an annual educational leave totalling eight hours, or a longer period if prescribed by regulation, without loss of pay or benefits for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Workers' Compensation Board (WCB).

(h) A member of the joint Committee may designate another member as being entitled to take all or part of the member's education leave.

(i) The Employer must provide the educational leave under this section without loss of pay or other benefits and must pay for, or reimburse the worker for, the costs of the training course and the reasonable costs of attending the course.

20.2 No Disciplinary Action

Where an employee acts in compliance with the right to refuse unsafe work as per the *Workers Compensation Act*, they shall not be subject to disciplinary action.

20.3 Injury Pay Provisions

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.

20.4 Transportation of Accident Victims

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

20.5 Courier Uniforms

The Employer will pay \$5 per week to each courier in order to clean and maintain their special clothing.

20.6 Protective Clothing and Supplies

Employees shall wear protective clothing as required by the Employer. The Employer shall be responsible for the expense of maintaining the clothing provided to the employees and shall provide the protective clothing and supplies as required by the *Workers Compensation Act*. This includes, but not limited to, up to \$250 every two years for prescription safety glasses.

ARTICLE 21 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

In light of this mutual recognition the parties have agreed to the following:

21.1 Preamble and Definition

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

Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.

"Technological change" means:

A change in the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of equipment or material of a different nature or kind than that previously used, which significantly decreases the number of regular employees or the hours of service required of employees.

Technological change shall not include normal layoffs caused by budget limitations, decreases in the amount of work done or other temporary seasonal or sessional interruptions of work.

21.2 Advance Notice

60 days before the introduction of any significant technological change, the Employer shall notify the Union of the proposed change.

21.3 Discussions

Within 14 days of the date of the notice under Article 21.2, the Union and the Employer shall commence discussions for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, this agreement should be amended.

21.4 Employment Protection

A regular full-time or part-time employee who is displaced from their job because of technological change will be considered to be laid off according to Article 12.

21.5 Training

Where technological change may require additional knowledge and skill on the part of regular full-time or part-time employees, such employees shall be given the opportunity to study, practise and train to acquire the knowledge and skill necessary to retain their employment, provided the regular full-time or part-time employee can qualify for the new position within a training period determined by the Employer. The Employer agrees to pay the cost of such training.

21.6 New Employees

No additional employees required because of technological change shall be hired by the Employer until the employees affected are notified of the proposed technological change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

ARTICLE 22 - POSTINGS

22.1 Probation for New Employees

- (a) A newly hired employee will be subject to a probationary period of three months worked or six months worked for employees working less than 32 hours per week. Employees shall receive feedback from their supervisor as close as possible to the mid-point of probation.

(b) The Employer may terminate an employee during the probationary period if the Employer determines that the probationary employee is not suitable for continued employment in the classification to which they have been appointed provided that the factors involved in suitability could reasonably be expected to affect work performance. The Employer shall terminate a probationary employee at its sole discretion.

(c) Where an employee feels they have been aggrieved by the decision of the Employer to terminate the employee during the probationary period, they may grieve the decision pursuant to the grievance procedure outlined in Article 8 - Grievances of this agreement commencing at Step 3.

22.2 Postings

(a) All postings shall include the following information:

- (1) full-time or proportion of part-time;
- (2) hours per week;
- (3) rate of pay;
- (4) qualification, experience and skills;
- (5) position duties and responsibilities;
- (6) work area;
- (7) shift schedule;
- (8) the closing date;
- (9) directions to apply online via the intradexx; and
- (10) whether personal vehicle use is required for work.

(b) When a vacancy of greater than six months occurs, within the bargaining unit, the Employer shall post a notice of the position on the bulletin board for a minimum of seven days. In selecting the successful applicant for vacancies or new positions, positions shall be based on the following factors: performance record, necessary qualifications, skills, knowledge, abilities, and work experience with equal weight given to each. In the event of all factors being equal, seniority governs. All applicants within the bargaining unit must be considered prior to considering external applicants. If the position is not filled within seven days with a qualified internal applicant, the Employer has the right to fill the position externally.

(c) All vacancies will be posted internally in the lab on the bulletin board as well as internally on the intradexx. No candidates outside the bargaining unit will be considered for the first seven days. If after seven days no application(s) from within the bargaining unit has applied or has been deemed qualified to fill the positions, other candidates will be considered whether external or internal to IDEXX.

22.3 Temporary Vacancies

(a) Temporary vacancies of six months or more shall be posted and awarded in accordance with Article 22.2.

(b) Temporary vacancies shall not exceed six months, with the exception of birth parent, parental, and medical leave, without the agreement of the Union, or as specifically permitted in this agreement.

(c) Accepting a temporary vacancy does not change the status of an employee.

(d) An employee accepting a temporary vacancy shall return to their former job and pay rate without loss of seniority.

22.4 Notification

- (a) Within seven days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be posted.
- (b) The Employer agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement.
- (c) Upon request, unsuccessful applicants from within the bargaining unit shall be given the reasons in writing they were unsuccessful.

22.5 Expression of Interest

Employees will be entitled to file an Expression of Interest with their supervisor indicating positions they would accept should a vacancy occur while they are absent for any reason.

22.6 Interviews

An applicant for a posted position with the Employer who is not on a leave of absence without pay and who has been called for an interview shall suffer no loss of basic earnings to attend. Should an employee require a leave of absence from duties for the interview, their supervisor shall be notified as soon as the requirement to appear for an interview is made known.

22.7 Deemed Qualified

If qualifications for a position are changed, current employees are deemed to possess the necessary qualifications for the position or other like positions, provided they possess an equivalent combination of education, training and experience.

22.8 Relocation

It is understood by the parties that, as a general policy, employees shall not be required to relocate from one geographic location in excess of 70 kilometres to another against their will.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**23.1 Paydays**

Employees will be paid biweekly.

23.2 Rates of Pay

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

23.3 Substitution Pay

In the event an employee is designated to substitute into a higher pay position at the discretion of the Employer for an eight hour shift or longer, they shall receive the higher rate of pay closest to their current rate.

23.4 Shift Differentials

- (a) An employee will be entitled to a \$2.50 per hour shift premium for hours worked between 6:00 p.m. and 10:00 p.m. Monday to Saturday inclusive. For the hours worked between 10:00 p.m. and 7:00 a.m. Monday to Sunday inclusive, an employee will be entitled to \$4 per hour shift premium.

- (b) All hours worked 7:01 a.m. to 9:59 p.m. on Sunday will be paid a shift premium of \$3.50 per hour.
- (c) There shall be no pyramiding of overtime pay.
- (d) Employees shall be required to hand scan into the time management system at the beginning and end of each work shift and to refrain from conducting personal business during their recorded work hours.
- (e) Any shift that commences between 10:00 p.m. and 4:00 a.m. shall be subject to \$4 per hour premium for the entire shift.
- (f) Shift premiums shall not be stacked. Only the highest shift premium for a particular hour of work will be applied.

23.5 Rate of Pay Upon Promotion

In the event an employee is promoted to a higher paying job classification and the pay rate for an employee starting the job within that classification would result in a pay decrease, the employee shall be entitled to the next higher rate of pay within the classification.

ARTICLE 24 - BC TARGET BENEFIT PENSION PLAN

The Employer and Employees will each remit the equivalent of 5% of the employee's annual earnings to the plan. Although employees may make additional voluntary contributions, the Employer is not required to match those contributions.

All employees hired by the Employer shall be enrolled in the plan.

The parties may consider enrolment of excluded employees, temporary employees, and casual employees at the time of application.

The Employer shall remit both portions to the plan as per the plan policies.

ARTICLE 25 - HEALTH & WELFARE BENEFITS

25.1 Employee and Family Assistance Program

The Employer shall continue to provide an employee and family assistance program for employees, and members of their family normally residing with the employee, in accordance with the terms of the employee and family assistance program provided by the Employer prior to the date of execution of the agreement.

25.2 Extended Health and Welfare Coverage

- (a) The Employer will provide health and welfare benefits in accordance with the existing plan effective November 1, 2012 - Policy number 91731 covered by Medavie Blue Cross or any other carrier who is able to maintain current equivalent coverage or superior levels or benefits.
- (b) The Employer will provide AD&D in accordance with the existing plan effective November 1, 2012 covered by Industrial Alliance - Policy Number 10000814 or any other carrier who is able to maintain current equivalent coverage or superior levels or benefits.
- (c) The Employer shall pay 90% and the employee shall pay 10% of the premium.

- (d) Long-term disability benefit is fully paid by each employee to allow for policy benefit to be paid on a non-taxable basis.
- (e) The parties agree that the insurer is responsible for determining the entitlement or eligibility for benefits.

ARTICLE 26 - JOINT LABOUR MANAGEMENT COMMITTEE

There shall be a joint labour management committee composed of up to three union representatives and up to three management representatives.

The Committee shall have two scheduled meetings per year. Both scheduled meetings shall be scheduled by March 1st of each year. If necessary, at the call of either party, the Committee may meet at a mutually agreeable time and place. The Chair of the Committee shall alternate between management and the Union. The Committee is responsible for making recommendations to the Union and Employer on the following:

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

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

ARTICLE 27 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the laying off of such employees, but will not apply to work currently contracted out.

ARTICLE 28 - BARGAINING UNIT WORK

28.1 Excluded Staff

Bargaining unit work means work that is actually being performed by members of the bargaining unit. Non-union employees shall not perform work being performed by the employees of the bargaining unit, except:

- (a) Instructing bargaining unit employees with the bargaining unit employee present.
- (b) Temporary Experimentation not exceeding 45 days without mutual agreement.
- (c) Unforeseen circumstances that risk negatively impacting the business operations and no bargaining unit employee is available.

ARTICLE 29 - TERM OF AGREEMENT**29.1 Duration**

This agreement shall be binding and remain in effect to September 30, 2026.

29.2 Notice to Bargain

This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after June 1, 2026, but in any event not later than midnight July 1, 2026.

Where no notice is given by either party prior to July 1, 2026, both parties shall be deemed to have been given notice under this article on July 1, 2026 and thereupon Article 29.3 applies.

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

29.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article 29.2, the parties shall, either within 14 days after the notice was given, or a mutually agreed to date, commence collective bargaining.

29.4 Changes in Agreement

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

29.5 Effective Date of Agreement

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

29.6 Copies of Agreement

(a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, sufficient copies of the agreement will be printed for distribution to employees. The cost of such printing and distribution shall be borne equally by the parties.

The Union shall distribute the collective agreements to its members and the Employer shall reimburse the Union for 50% percent of the distribution costs.

The cover of the agreement shall read as follows:

COLLECTIVE AGREEMENT
between the
IDEXX REFERENCE LABORATORIES LTD.
and the
B.C. GENERAL
EMPLOYEES' UNION (BCGEU)

Effective October 1, 2023 - September 30, 2026

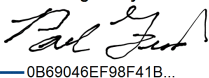
(b) All agreements shall be printed in a union shop and shall bear a recognized union label.

29.7 Agreement to Continue in Force

The collective agreement will continue in full force and effect after the expiry date during bona fide collective bargaining unless the Union commences a legal strike or the Employer commences a legal lockout.

**SIGNED ON BEHALF OF
THE UNION:**

DocuSigned by:



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Paul Finch
President

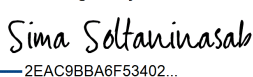
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Kerry Davies
Bargaining Committee Member

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Sima Soltaninasab
Bargaining Committee Member Supervisor

Trever Garrett
Bargaining Committee Chair

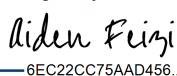
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Brittney Janecki
Staff Representative

Signed by:



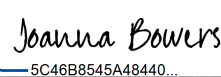
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Aiden Feizi
Staff Representative

November 18, 2024
Date: _____

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Signed by:



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Joanna Bowers
Counsel

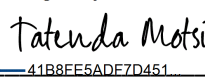
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Kim DAIello
Senior Director

Signed by:



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APPENDIX A Wages

Across the board for all classifications and steps wage increase:

January 1, 2024 - 4%

January 1, 2025 - 4%

January 1, 2026 - 4%

A signing bonus of \$1000 per employee, to be paid on the first pay period after ratification of the agreement.

Notwithstanding Appendix A - Wages, in this agreement, the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus 1.9%, rounded up to the nearest penny.

Job Classification	2024		
	Start - 1.9 years	2 years - 3.9 years	4 years plus
Labs Lead Sr III	\$37.91	\$41.06	\$43.63
Lab Technologist	\$37.17	\$40.26	\$42.78
Sr. Lab Technician	\$31.35	\$33.72	\$36.10
Lab Technician	\$24.55	\$26.11	\$27.70
Lab Liaison	\$25.16	\$26.75	\$28.37
Specimen Processor	\$19.59	\$22.45	\$25.02
Courier	\$18.54	\$20.38	\$22.60

Job Classification	2025		
	Start - 1.9 years	2 years - 3.9 years	4 years plus
Labs Lead Sr III	\$39.43	\$42.70	\$45.38
Lab Technologist	\$38.66	\$41.87	\$44.49
Sr. Lab Technician	\$32.60	\$35.07	\$37.54
Lab Technician	\$25.53	\$27.15	\$28.80
Lab Liaison	\$26.17	\$27.82	\$29.50
Specimen Processor	\$20.37	\$23.35	\$26.02
Courier	\$19.28	\$21.20	\$23.50

Job Classification	2026		
	Start - 1.9 years	2 years - 3.9 years	4 years plus
Labs Lead Sr III	\$41.00	\$44.41	\$47.20
Lab Technologist	\$40.21	\$43.55	\$46.27
Sr. Lab Technician	\$33.90	\$36.47	\$39.04
Lab Technician	\$26.55	\$28.24	\$29.95
Lab Liaison	\$27.22	\$28.93	\$30.68
Specimen Processor	\$21.18	\$24.28	\$27.06
Courier	\$20.05	\$22.05	\$24.44

APPENDIX B Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal and sexual harassment, including harassment of a discriminatory nature as per the *Human Rights Code*.
- (b) Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:
- (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
 - (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or
 - (3) is seriously inappropriate and serves no legitimate work-related purpose.
- (c) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.
- (d) Sexual harassment by an employee or employer means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but is not limited to:
- (1) touching, patting or other physical contact;
 - (2) leering, staring or the making of sexual gestures;
 - (3) demands for sexual favours;
 - (4) verbal abuse or threats;
 - (5) unwanted sexual invitations;
 - (6) physical assault of a sexual nature;
 - (7) distribution or display of sexual or offensive pictures or material;
 - (8) unwanted questions or comments of a sexual nature;
 - (9) practical jokes of a sexual nature.
- (e) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (f) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (g) In the case of alleged harassment, the following shall apply:
- (1) Before proceeding to the formal complaint mechanism an employee who believes they have a complaint may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.
 - (2) If the matter is not resolved to the employee's satisfaction, then the employee may submit a complaint in writing within 30 days of the latest alleged occurrence through either their shop steward, Human Resources or designate. Complaints of this nature shall be treated in strict

confidence by both the Union and the Employer. A copy of the complaint will be forwarded to the union staff representative.

(3) A written complaint shall specify the details of the allegation(s) including:

- (i) name and title of respondent;
- (ii) a description of the action(s), conduct, events or circumstances involved in the complaint;
- (iii) the specific remedy sought to satisfy the complaint;
- (iv) date(s) of incidents;
- (v) name(s) of witnesses (if any);
- (vi) prior attempts to resolve (if any).

(4) An alleged offender shall be given notice of the substance of such a complaint under the clause and shall be entitled to attend, participate in, and be represented at any hearing under this clause.

(5) The employer designate shall investigate the complaint and shall submit a report to Human Resources or designate in writing as soon as possible but not later than 30 calendar days of receipt of the complaint or such longer period as may be mutually agreed between the Employer and the Union. For the purpose of the investigation a union representative or designate will be given an opportunity to sit in on all discussions between the investigator and bargaining unit members. The Human Resources or designate shall, within 10 days of receipt of the report, take such action as may be necessary to resolve the issue.

(6) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 8 - Grievances.

(7) The protection of this clause extends to incidents occurring at or away from the workplace during or outside working hours provided the alleged acts are within the course of the employment relationship.

(h) Where either party to the complaint is not satisfied with the Employer's response, the complaint will, within 30 days, be put before a mutually agreed-upon independent adjudicator who specializes in cases of personal or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution, and if this is not achieved, the adjudicator shall make a determination as to whether harassment took place and have the right to:

- (1) dismiss the complaint; or
- (2) determine the appropriate level of discipline to be applied to the offender if they are a bargaining unit member;
- (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.

(i) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the adjudicator.

(j) This clause does not preclude an employee from filing a complaint under the British Columbia *Human Rights Code*. However an employee shall not be entitled to duplication of process. An employee in making a complaint must choose to direct a complaint to either the British Columbia Council of Human Rights or the process specified above. In either event, a complaint shall not form the basis of a grievance other than in (c)(6) above and (e) above.

(k) Pending the determination of the complaint, Human Resources or designate may take interim measures to separate the employees concerned. If deemed necessary, any such action taken under this section will not be deemed disciplinary in nature or seen as presumption of guilt or innocence.

(l) The Complainant will not be relocated without their agreement.

APPENDIX C Arbitrators

- Corinn Bell
- Julie Nichols
- Any other mutually agreed arbitrator

APPENDIX D Seniority Clarification

In these instances, the following seniority rules will apply:

Vacation Scheduling	Company seniority
Promotion	Classification seniority
Layoff and Recall	Company seniority
Eligibility for Training	Classification seniority

The parties furthermore agree to discuss the application and further effect of seniority in the Joint Labour Management Committee.

MEMORANDUM OF UNDERSTANDING 1 Registered Retirement Savings Plan

(a) The Employer will provide Manulife Financial in accordance with the existing plan - Policy number 2000115 covered by Manulife Financial or any other carrier who is able to maintain current or equivalent services.

(b) The Employer shall continue to match employee RRSP contributions up to 5%.

MEMORANDUM OF UNDERSTANDING 2

Temporary Employees

Temporary employees who are employed (or expect to be) in excess of six continuous months to be entitled to be covered by the following provisions:

- 16 Vacation
- 17 Sick Leave
- 18 Special and Other Leave

Temporary employees shall not be used in excess of one year except by mutual agreement, or 18 months in the case of extended birth parent, parental, or medical leaves.

MEMORANDUM OF AGREEMENT 3

Workload Dialogue

(a) An employee who believes that their workload is unsafe or consistently excessive, despite implementation of standard processes, shall discuss the issue with their immediate supervisor, who will provide interim direction for temporary management of the issue.

(b) If the issue is not resolved in that discussion, the employee may advise the immediate supervisor or other employer representative in writing describing the outstanding issues, at which point the immediate supervisor or other employer representative shall:

- (1) within seven working days, acknowledge receipt of the written concern and provide an anticipated time for a response. Should the anticipated response time change, the immediate supervisor or other employer representative shall advise the employee;
- (2) perform an assessment of the issue raised within a reasonable amount of time. A reasonable timeframe will depend on the complexity of the issue and the workplace context; and
- (3) respond to the employee in writing upon conclusion of the assessment.

(c) If the issue is not resolved after completion of the process outlined in this article the employee may seek a remedy by means of the grievance procedure. If the matter is not resolved through Step 3 of the grievance procedure, it may be referred within 30 days of the Step 3 meeting to a mutually agreed upon troubleshooter who shall, within 90 days:

- (1) investigate the difference;
- (2) define the issue in the difference; and
- (3) make written recommendations to resolve the differences. The Employer shall review and give due consideration to the troubleshooter's recommendations and meet to discuss the next steps with the employee(s) and the Union.