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**AGREEMENT**

**BETWEEN**

**THERATRONICS INTERNATIONAL LIMITED**

**and**

**ENERGY AND CHEMICAL WORKERS UNION**

**LOCAL 1541**

**For the period**

**April 1, 1992 to March 31, 1994**

**OTTAWA, ONTARIO**

**NOV 12 1992**

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(i)

TABLE OF CONTENTS

<b>Article</b>	<b>Title</b>	<b>Page</b>
1	Recognition .....	1
2	Legislation .....	1
3	National Security.....	2
4	Reservation of Management Rights.....	2
5.	Company Rules and Regulations.....	2
6	Union Activity.....	3
7	No Strikes or Lockouts.....	4
8	Union-Management Co-operative Committee.....	4
9	Grievance.....	5
10	Arbitration.....	9
11	Seniority, Transfer, Promotion, Layoff, Recall and Job Postings.....	10
12	Employee Benefit Plans.....	15
13	Superannuation and Retirement Compensation.....	17
14	Plant Holidays.....	17
15	Vacation With Pay Plan.....	18
16	Leave of Absence.....	20
17	Hours of Work.....	22
18	Overtime.....	24

(ii)

19	Wages.....	25
20	Union Security.....	27
21	Apprenticeship.....	27
22	Health and Safety.....	28
23	Christmas - New Year's Leave Period.....	28
24	Duration and Amendment of Agreement.....	29

**APPENDIX A - Seniority Groups**

**APPENDIX B - Vacation Plan**

**APPENDIX C - Machinist Apprenticeship Rate Schedule**

**APPENDIX D - Job Classification and Rate Schedule Table**

AGREEMENT

BETWEEN

THERATRONICS INTERNATIONAL LIMITED

hereinafter known as "the Company"

**ENERGY AND CHEMICAL WORKERS UNION**

LOCAL 1541

hereinafter known as "the Union"

and

WHEREAS the Company and the Union have a common understanding and sympathetic interest in the progress of the Company; therefore a working system and harmonious relations are necessary to maintain a **good** relationship between the Company and the Union. All will benefit by a continuous peace and by adjusting any differences by rational methods.

Now therefore this Agreement witnesseth and it is hereby agreed between the parties hereto as follows:

Article 1 - RECOGNITION

**1.01** The Company recognizes the Union **as** the sole bargaining agent for ail fulltime, continuing employees at its Kanata and Ottawa establishments in those classifications listed in Appendix "D".

**1.02** This unit shall include ail employees **as** defined **in** Article 1.01 except Foremen and employees of higher rank, salaried personnel, and security **guards**.

Article 2 - LEGISLATION

**2.01** Should any provision of this Agreement **be** found to be in conflict with **an** applicable **statute** then the parties shall meet and arrive **at** a satisfactory settlement of that provision in conformity with the statutes. The remaining provisions shall continue to be operative and binding on both parties.

Article 3 - NATIONAL SECURITY

**3.01** Nothing in this Agreement shall be construed to require the Company to do or refrain from doing anything contrary to any directive given, made by, or on behalf of the Government of Canada in the interest of the national security of Canada.

Article 4 - RESERVATION OF MANAGEMENT RIGHTS

**4.01** The Union acknowledges that it is the exclusive function of the Company subject to the specific provisions of this Agreement to:

(a) Maintain order and efficiency, and to this end to make and alter from time to time the rules and regulations to be observed by the employees.

(b) Hire, retire, discharge, discipline, promote, demote, suspend, lay off, and transfer employees, subject to the conditions outlined in Article 9.01. In the interests of mutual understanding and the efficient administration of this function, the Company agrees that in case of demotion, layoff, discharge, or suspension, it will notify the President of the Union of the action taken and the reason for this.

(c) Generally manage the enterprise in which the Company is engaged, and without restricting the generality of the foregoing to determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of material and parts to be incorporated in the products produced.

Article 5 - COMPANY RULES AND REGULATIONS

**5.01** The Company agrees to discuss with the Union changes in rules and regulations, and will not introduce changes which are in conflict with any specific provisions of this Agreement.

**5.02** The Company will forward to the Secretary of the Union a copy of all new Standard Policies and Procedures and amendments thereto affecting members of the bargaining unit as soon as they are issued.

**5.03** The Company will not change without prior discussion with the Union, where this is practicable, existing practices or privileges falling within Company policy which are not specifically dealt with in this Agreement (other than in the Management Rights Article). It is recognized, however, that what is covered by the foregoing is open to interpretation, and the Company will discuss with the Union any specific case in which the Union feels that such a change has been made without prior discussion and that it adversely affects employees in the bargaining unit.

## Article 6 - UNION ACTIVITY

**6.01** The Union agrees that there will be no Union activities or meetings on Company premises except **as** contemplated by this Agreement, or **as** may be specifically approved by the Company.

**6.02** The Union agrees that there will be no intimidation, interference, restraint, or coercion practised upon employees of the Company by any members or representatives of the Union.

**6.03** The Company agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised by the Company or any of its representatives with respect to any employee's participation or non-participation in the Union.

**6.04** The Company acknowledges that from time to time it will be necessary for employees serving **as** Union **Officers** or Stewards to leave their work in order to perform functions provided for in this Agreement on behalf of the Union. The Union agrees that such employees will not leave their duties without obtaining the permission of their foreman or supervisor. Permission will not be unreasonably withheld. On completion of the function for which permission to leave was granted, they will report to their foreman or supervisor before resuming work.

**6.05** In accordance with the above understanding, the Company will compensate Union Officers and Stewards for the time spent in handling grievances of employees to a reasonable amount of time in any week at their regular rate of pay, but **this will** not apply to time spent on such matters outside of their regular working hours.

**6.06** Designated non-employee representatives of the Union required to visit the Company in connection with this Agreement will be allowed to do so, provided the visit is confined to the specific purpose and areas for which permission is granted.

**6.07** (a) Leave without pay to a total of 60 days each year **shall** be granted to members of the Union for the purpose of attendance to Union business distant from the plant.

(b) Leave without pay, for a **period** not exceeding one year, will be granted **to** employees when elected or appointed to a fulltime Union office. Such leave **shall** be limited to one employee at a time. The employee shall continue **to** accumulate seniority, **as** provided for in this Agreement, during the authorized period of absence. Upon **return** to active employment with the Company, the employee **will** be placed in the job classification he was in immediately prior to the commencement of the leave without pay, and upon such **return** the period of absence **will** not be considered broken service for purposes of benefits contained in this Agreement. In the vacation year commencing 1 April following the date of **return** to active employment with the Company, the employee will be entitled to vacation leave **as** outlined in the Vacation Plan Table (Appendix "B").

This vacation leave will be reduced by one-twelfth for each month in which the employee was absent on leave without pay for more than 10 days in the twelve months preceding April 1. Thereafter on each 1 April, vacation leave will be granted in accordance with the effective Vacation Plan Table for all periods of eligible service.

**6.08** The Company agrees to provide a bulletin board for the use of the Union, but no bulletin shall be placed on this board by the Union without the permission of the appropriate supervision. Such permission shall not be unreasonably withheld.

**6.09** If at any time during the term of or after the termination of this contract, the employees represented by the Union should engage in a stoppage of work, the Union will protect the Company's property from damage or destruction by requiring sufficient qualified employees to remain at work during the period of such work stoppage.

**6.10** The Company and the Union agree there will be no discrimination against any employee on any of the proscribed grounds of discrimination under the Canadian Human Rights Act.

**6.11** Leave with pay shall be granted to up to six employees of the Bargaining Unit to participate in negotiations with the Company but this will not apply to any negotiations in the presence of a third party following application for conciliation.

#### Article 7 - NO **STRIKES** OR LOCKOUTS

**7.01** It is agreed there shall be no strikes, walkouts, lockouts, slowdowns, or other similar interruptions of work during the period of this Agreement.

#### Article 8 - UNION-MANAGEMENT CO-OPERATIVE COMMITTEE

**8.01** The Company and the Union recognize that co-operation between the Company and the employees is indispensable to the accomplishment of the purposes for which the Company has been established.

**8.02** The Union-Management Co-operative Committee shall consist of up to four Union representatives and up to four Company representatives. A meeting will normally be held each month and the subjects for discussion shall be provided to the secretary of the Committee at least one week in advance of each meeting. Minutes and proceedings of all meetings shall be kept, and each meeting shall be limited to a period of no longer than two hours' duration, except by mutual agreement.

**8.03** This Committee shall give consideration to matters such as the elimination of waste in construction and production, the conservation of materials and energy, the promotion of education and training in the plant, the betterment of employment conditions and matters affecting employee welfare.

**8.04** Notwithstanding 8.01, 8.02 and 8.03, the Company and the Union will continue to address workplace redesign improvements through a continuing dialogue program. The objectives will be to provide an enriched working environment and to maximize productivity. All aspects of workplace design that meet these objectives will be appropriate for review and consideration in carrying out these objectives.

## Article 9 - GRIEVANCE

### 9.01 Definition of Employee Grievance

For the purpose of this Agreement, a grievance of employees is defined as a dispute or controversy between the Company and one or more of its employees which:

(a) Affects such employees in their work, pay, or relations with the Company and arises under and by virtue of the application or interpretation of the provisions of this Agreement as to wages, hours, working conditions, or the terms of their employment; or

(b) Arises from alleged abuse of discretion by Company supervisors in their treatment of employees with respect to matters provided; or

(c) Alleges that the Company has discriminated in respect of promotion, demotion, transfer, compulsory retirement, and discharge or disciplinary action without good, just, or sufficient cause, excepting discharge or disciplinary action concerning an employee who **has** not been credited with seniority. The parties are cognizant of ~~Part~~ **Part** V, Section 155 of the Canada Labour Code.

### 9.02 General Grievance Regulations

(a) The word "days" as used in this article shall mean working days.

(b) The Company may request a more specific statement of a grievance or of subsequent replies if the statement or reply does not clearly and sufficiently state the problems or the reasons. The Union agrees that the discussion on each grievance shall be limited to the subject specified in the written grievance.

(c) Grievance forms shall be provided by the Union and triplicate copies shall be made of each grievance. After final disposition of a grievance is effected, the Company shall have one copy, the Union the remaining two copies.

(d) Any grievance not filed in writing with the Foreman or Supervisor within ten days after the Occurrence which is the basis of the grievance shall be deemed to have been waived and shall not be considered. (Grievances relating to discharge or disciplinary suspension must be filed within five days -see Article 9.04 (d).)



(e) (i) Failure to take any successive steps herein provided for, within the specified number of days from the day the grievance is presented to the Union, shall be deemed **as** acceptance of such decision **as** final.

(ii) If the Company representative **fails** to reply to a grievance within the specific time limit, at any step, the grievance may proceed to the next step.

(f) Wage or classification adjustments granted **as** a result of a grievance **will** be made retroactive to the date on which the job change giving rise to the grievance occurred but not **earlier** than ten days **prior to** the **filing** of the grievance.

(g) Any or all of the time limits applicable to grievance procedures may be extended by mutual agreement of the Union and the Company.

### 9.03 Normal Employee Grievance Procedure

The normal employee grievance procedure shall be **as** follows:

#### Discussion of Complaint

A complaint must be discussed orally with the foreman or supervisor by the aggrieved employee either alone or, at the request of the employee, in the presence of a Union Representative.

In the event the complaint is not settled in **this** manner, it then becomes a grievance.

#### Step 1 - Written Submission to First Line Management

(a) The grievance shall be reduced **to** writing on a standard grievance form in triplicate setting out the date of the event giving **rise** to the grievance, the names of any persons involved, other relevant facts and the remedial action requested. The grievance shall be signed by the employee and a Union representative and then presented to the foreman or supervisor by the Union representative for transmission **to** the next level of Management.

(b) Within two days of receipt of a grievance a **hearing shall be** had thereon if requested by either party. The appropriate Management representative shall write **his** decision on, sign, and return the forms within two further days.

(c) Within two days after the Union representative has received an answer, the grievance forms shall be returned to the Management representative by the Union representative appropriately marked **as** satisfactory or unsatisfactory.

### Step 2 - Division/Department Manager

(a) Where a first step grievance answered by the appropriate Management representative is marked unsatisfactory by the Union, a second step-meeting with the Division/Department Manager will be arranged for by the Company or at the request of the Union as soon as possible, but not later than three days. The Union Representatives (up to two), the aggrieved employee and the Energy and Chemical Workers Union representative may attend. The Division/Department Manager will answer in writing within three days of the meeting.

### Step 3 - Company-Union Meeting

(a) Should the reply in the second step be unsatisfactory to the Union, it will then decide whether to process the grievance further. If the Union decides to process further, then the Union shall, within ~~fifteen~~ days of the date of the second step answer, submit a request for a Company-Union meeting.

(b) The Union Representatives (up to three), the Energy and Chemical Workers Union representative, and the aggrieved employee may attend.

(c) A written decision, addressed to the Union, shall be made within ten days after the meeting.

(d) If no response is made by the Union to this decision within ten days, the grievance shall be considered as settled.

## 9.04 Grievance Procedure for Discharge or Disciplinary Suspension

In any case of discharge or disciplinary suspension, the employee and the Union shall be advised of the reason for such discharge or disciplinary suspension. The Union may request that the reason be put in writing. The grievance procedure in all cases of claimed wrongful discharge or disciplinary suspension shall be as follows:

(a) The alleged grievance shall be reduced to writing signed by the employee, and submitted to the Vice President, Human Resources & Administration, or other designated Company representative, who, if requested by the Union, shall arrange a meeting within three days following presentation of the matter. This meeting will be attended by the Union representatives (up to three), the Energy and Chemical Workers Union representative, and by the aggrieved employee. The Vice President, Human Resources & Administration, or other designated Company representative will submit a decision in writing to the Union within three days. A Union representative may act for an employee who is unable to present the case in person.

(b) The sole question to be **determined** by such procedure shall be whether or not such employee was discharged or suspended for improper or insufficient cause. If it is decided that the employee was wrongfully discharged or suspended, there shall be an award of reinstatement to the former job without loss of seniority and with full compensation for time lost at the regular wage rate less any earnings received from other sources during the period of discharge or suspension. The grievance may also be settled by deciding that the discharge or suspension given was for proper or sufficient cause. It is also understood that such a grievance may be settled by deciding that the penalty given to the employee **was** excessive and that the employee should be reinstated with or without loss of some seniority rights and with partial compensation for time lost.

(c) It is understood that discharge shall not embrace a layoff due to lack of **work**, or suspension of operations in the Plant.

(d) Cases of claimed wrongful discharge or disciplinary suspension shall be final and not entitled to consideration or made the basis of a grievance **unless** filed within five days after the employee and an officer of the local Union have received notification (or all reasonable steps have been taken to notify the employee) of discharge or disciplinary action.

#### 9.05 Company Grievance

It is understood that the Company may request a meeting with the Union for the purpose of presenting any complaints with respect to the conduct of the Union. If such a complaint by the Company is not settled it may be treated **as** a grievance provided that it is submitted in writing within ten days of the complaint meeting. The grievance will then **be** discussed with the Union. If such grievance is not settled it may be referred to arbitration under the provisions of Article 10.

#### 9.06 Union Grievance

Any difference arising directly between the Union and the Company involving the interpretation or **alleged** violation of this Agreement which cannot otherwise be dealt with under Clauses 9.03 and 9.04, because of the inability or refusal of **an** employee to submit a grievance, or where the grievance affects a group of employees, or a department, or the Plant **as** a whole, may be submitted by the Union in writing, at the second step, and dealt with as a proper grievance under the grievance procedure.

## Article 10 - ARBITRATION

10.01 Within ten working days after a final decision or disagreement has been announced on any grievance properly processed under the grievance procedure involving the application or interpretation of any provision of this Agreement or involving the discharge of any employee, and one of the parties hereto is not satisfied with the same, a request for arbitration may be made of the other party. Notice requesting arbitration in a case against the Company shall be served by mailing a copy to the Vice President, Human Resources & Administration and in a case against the Union, by mailing a copy to **the** President of the Union.

10.02 Wage rates (except as provided for in 19.01), negotiations, and modifications of this Agreement shall not be arbitrable.

10.03 Before any matter ~~is~~ submitted to arbitration, the parties shall prepare a joint statement limited solely to the matters as raised in the written grievance and clearly defining the issue to ~~be~~ arbitrated. In the event of the failure of the parties to agree upon a joint submission, each party may submit a separate statement.

10.04 Within ten working days after any specific issue has been properly submitted for arbitration, each of the parties hereto shall appoint and compensate one arbitrator, and the two arbitrators ~~so~~ appointed shall choose a Chairman.

10.05 Upon failure to agree on the selection of the third arbitrator, the matter shall be referred to the Minister of Labour of the Government of Canada, with the request that the Minister appoint the third arbitrator who shall act ~~as~~ Chairman.

10.06 The cost of the services of the third arbitrator and all other incidental costs shall be borne equally by both parties.

10.07 The decision of any two arbitrators shall be final and binding on all parties concerned. In the case that a majority decision of any two arbitrators cannot be rendered, the decision of the Chairman shall be considered the decision of the Arbitration Board, and will **also** be final and binding.

10.08 The decision of the Arbitration ~~Board~~ shall be rendered ~~as soon as possible~~ following the completed hearing.

10.09 The arbitrators shall have no power to add to nor to subtract from nor to modify the terms of ~~this~~ Agreement or any Agreement made supplementary hereto, **and** shall render a decision not inconsistent with the terms of this Agreement. It is further agreed that any difference arising incident to negotiations of ~~terms~~ of a new Agreement or amendment to ~~this~~ Agreement shall not be subject to arbitration.

Article 11 - SENIORITY, TRANSFER, PROMOTION, LAYOFF, RECALL AND JOB POSTINGS

11.01 Governing Principles

(a) The skill and experience of an employee and the employee's capacity to perform the required task shall be the determining factors in all cases of appointment, promotion, reclassification, transfer and in the advancement to a higher classification covered by the Agreement, but when these are approximately equal, seniority will be the determining factor. In the event that the Union is not satisfied that the Company's selection is in accordance with the foregoing, this issue may be a proper subject for grievance and, if necessary, arbitration. In such circumstances, the arbitrator selected must be one who has recognized qualifications in the area in dispute.

(b) In assessing the skill, experience and capacity of an employee to perform, it will be considered that employees in a higher classification are more highly qualified than those at a lower level for purposes of promotion, demotion, and transfer. It is recognized, however, that there can be individual exceptions; the Company will discuss any such cases with the Union. Nevertheless, in all cases, an "A" level employee will receive first consideration over a "B".

(c) Employees will be reviewed at the conclusion of their probationary period and will be formally advised of the result.

11.02 Seniority

(a) Effective Date

An employee shall be on probationary service until 65 days have been worked. Employees will be reviewed during and at the conclusion of the probationary period and formally advised of the result. On successful completion of this period, the employee shall be placed on a seniority list, and shall be credited with service since date of hire (first day at work).

(b) Seniority Group and Credits

(i) For the purposes of this Article, classifications will be grouped as outlined in Appendix A, forming part of this Agreement. The seniority of an employee shall include the employee's full period of service in the seniority group with the Company or its predecessors, since February 1, 1947, and as provided in Article 11.02 (c). Such service must be unbroken by termination except as provided for in Article 11.05.

(ii) Should an apprentice succeed in entering the job classification for which he served his apprenticeship, immediately upon completion of his apprenticeship **and** with no break in service, he will be placed in the applicable seniority group **as** defined in Appendix A, and credited with seniority in that group equivalent to 100% of actual unbroken service with the Company **as** an apprentice to the trade.

(iii) Should a Helper succeed in entering the job classification for which he was trained, a credit of 50% of actual service with the Company **as** a Helper to the classification, will apply up to a maximum of two years and six months.

(iv) The establishment or revision of seniority dates for special cases will be determined by the Company and the Union. Disputes shall **be** subject to the grievance and arbitration provisions of this Agreement.

(v) Should **two** or more employees have the same seniority date, seniority standing will be established by the following criteria which will be considered in the listed order until seniority is established.

**1)** An employee hired in the morning will be deemed senior **to** the employee hired in the afternoon.

**2)** An employee with the greater length of continuous employment with the Company will be deemed senior.

**3)** An employee with the greater length of non-continuous employment with the Company will be deemed senior.

**4)** The older employee will **be** deemed senior.

(c) Retention of Credits

(i) Except **as** provided in **11.02(c)(ii)**, when a reclassification places an employee in a new seniority group, the employee shall retain seniority in the former seniority **group(s)** for a period of time equal to that seniority or 10 years, whichever is the lesser.

(ii) Effective April 1, 1992, employees reclassified to ~~Mechanical~~ Inspector from another seniority group, will retain seniority in their former seniority group equivalent to the seniority they had at the time of reclassification **to** Mechanical Inspector.

(iii) When an assignment to a temporary position places an employee in a classification in a different seniority group, the employee will continue to accrue seniority in the employee's former group.

(iv) An employee who accepts a position within the Company outside the bargaining unit shall retain seniority for a period of 9 months.

(d) Seniority Lists

Seniority lists shall be maintained by the Company for each seniority group. The current seniority lists will be made available to the Union quarterly.

11.03 Layoff

(a) The Company will notify the Union and employee 10 days in advance of a layoff.

(b)(i) Layoffs will be in reverse order of seniority in the seniority group concerned, except as provided in 11.03(b)(ii), provided that the senior employees have the capacity to ~~perform~~ the remaining work after a reasonable period of familiarization.

(ii) Should there be a reduction of work in the Mechanical Inspector classification, layoffs ~~from~~ this classification will be in reverse order of entry into the classification.

(c) No employee with seniority will be laid off while a probationary employee is retained in the same seniority group.

(d) In the event of layoff in the trade for which an apprentice is being trained, apprentices will be retained only if they have greater service with the Company than the employee(s) who are being laid off. Notwithstanding, the Company and the Union may, by mutual agreement, retain apprentices for the purpose of completing their training.

(e) An employee in a classification which is part of a seniority group, and who is designated for layoff in accordance with Article 11.03(b) will have the alternative of being laid off or displacing an employee with less seniority within the seniority group, provided the employee designated for layoff has the capacity to perform the required work.

(f) An employee who is designated for layoff, but who retains seniority in a former seniority group in accordance with Article 11.02(c)(i) or (ii), will have the alternative of being laid off or of displacing an employee with less seniority in the former seniority group provided the employee designated for layoff ~~has~~ the capacity to perform the required work.

(g) For the purposes of this Article, the provisions of 11.05 will apply to an employee who is offered and elects reclassification to alternate work in lieu of layoff and, while on a recall list, the employee will retain seniority.

(h) Where practicable, employees who **are** laid off will be given their Unemployment Insurance Records form, wages and vacation pay owing on the day of termination.

#### 11.04 Severance Pay on Layoff

An employee who has one year or more of continuous service and who is laid off shall be paid severance pay at the time of layoff **as** follows:

(a) In the case of an employee who has not previously received severance pay, the amount of severance pay shall be two weeks' pay for the first year and one week's pay for each succeeding complete year of continuous service up to a maximum of 30 weeks.

(b) In the ~~case~~ of an employee who has previously received severance pay on a layoff, the amount of severance pay shall be one week's pay for each completed year of continuous service, less any period in respect of which he has already been granted severance pay up to a maximum of 30 weeks' pay.

(c) For this purpose, one week's pay is defined **as** the employee's basic hourly rate times 40.

#### 11.05 Recall

(a) When an employee on a seniority list is laid off due to lack of work or suspension of operations and does not otherwise voluntarily resign the employee shall **be** retained on a **recall** list for a period equal to the employee's length of service but not more than 2 years unless recalled within that period to work at the same classification level **from** which the layoff took place. A recall list shall be maintained for each seniority group from which a layoff has occurred in the preceding 2 years. Recall **will be** made from the lists in order of seniority to any **job** for which that person has **recall** rights.

(b) While on a recall list the person on layoff will retain seniority standing but **will** not be considered an employee for the purpose of this Agreement.

(c) Notification of recall will **be** by registered letter to the last known address of the person **concerned**. In all such cases notification **will** also be provided to the Union. If the person does not **report** for work within 10 working days after recall, without acceptable excuse, the employee shall **be** terminated. It is the responsibility of those on recall **to** keep the Human Resources Office informed of their current addresses.

(d) A person on a recall list will be given first opportunity to fill a temporary position provided that the laid-off employee has the ability to perform the required work. That person will, however, remain on the recall list.



## 11.06 Job Postings

All vacancies, additional positions in existing job classifications, and positions in new job classifications to be filled in classifications covered by the bargaining unit shall be posted on the plant bulletin boards for five (5) days. The Company agrees to record and acknowledge all written applications. First consideration will be given to applications **from** employees within the bargaining unit where they are received within the specified time. Bargaining unit members who meet the basic qualifications of the job **posted** will be interviewed.

## 11.07 Transfers

Temporary assignments to a different classification in situations resulting from fluctuating workload, absences of employees due to illness or accident, and/or to avoid a layoff, will be discussed with the Union and the following provisions will apply.

(a) Temporary assignments due to fluctuating workload and/or to avoid layoff:

(i) Assignments to a different classification to meet periodic fluctuations in work requirements and/or to avoid a layoff will not exceed **65** working days' duration. Should this fluctuation in work requirements be extended, alternate employees **will** be assigned, each for individual periods of up to **65** working days' duration, or the position will be posted. Whenever possible, the most senior employee from the transferring classification will be given first opportunity. The employee reassigned will continue to accrue **seniority** in their former group except where the assignment is through the Job Posting procedure.

(ii) Assignments to a different classification expected to be of more than **65** working days' duration due to fluctuating workload and/or to avoid a layoff **will** be considered **fulltime**, continuing and **will** be subject to the provisions of Article 11.06, unless otherwise agreed by the Company and the Union.

(iii) Temporary assignment to a different classification to avoid a layoff will be kept to a minimum.

(b) Temporary assignments due to employee illness or accident:

(i) Temporary assignments to a different classification due to illness or accident will not exceed **65** working days' duration. Should the sick leave absence extend beyond **65** working days' duration, the vacancy will be filled by reassignment of alternate employees, each for individual periods of up to **65** working days' duration, or the position will be posted. Whenever possible, the most senior employee from the transferring classification will be given first opportunity.

(ii) If it is anticipated to be longer than 65 working days' duration, the temporary position will be filled through the Job Posting procedure. In all cases employees reassigned will continue to accrue seniority in their former seniority group.

(c) When an employee is temporarily assigned to a different classification, he **will** receive wages for that classification or his regular wages, whichever is higher. The hours worked at the higher rate of pay may be totalled and paid on a monthly basis.

## Article 12 - **EMPLOYEE BENEFIT PLANS**

### 12.01 Health Care Plans

The Company will pay 100% of the premium cost of the Company Group Blue Cross Semi-Private Hospital Supplement, Extended Health Care, and Deluxe Travel Plans for employee subscribers in these plans.

### 12.02 Sickness and Accident Indemnity Plan

(a) The Company agrees to pay 100% of the cost of the Sickness and Accident Indemnity Plan. When an illness is equal to or exceeds 20 calendar days, the waiting period (3 days) will subsequently be paid for by the Company.

(b) Where a Plant holiday occurs during an employee's waiting period, the holiday will count **as** an illness waiting day.

(c) The weekly benefits (maximum 26 weeks) under this plan shall be based on 75% of the employee's basic hourly rate times 40.

### 12.03 Sickness Supplement

(a) An employee unable to work a regularly scheduled working day because of illness shall receive 100% of the normal straight time hourly earnings for each day to a maximum of six days in each *fiscal* year, when it is established that the employee will not otherwise receive compensation for the day concerned, whether by taking vacation leave or ~~from~~ Sickness and Accident Indemnity Plan or any other source except an individual's private insurance plan. If any of these days are not ~~used~~ in any year, they may **be** carried forward to the following year.

(b) Pro-rating of sickness supplement credits for employees hired during the fiscal year will be made on the following basis:

- Hired prior to July 1 ; 6 days
- ~~Hired~~ Hired July 1 to September 30 inclusive; 5 days
- Hired October 1 to December 31 inclusive; 4 days
- ~~Hired~~ Hired January 1 to March 31 inclusive; 3 days

#### 12.04 Group Life Insurance

The Company will provide a group life policy under which each employee (excepting those who elected not to participate when the plan was first introduced) is insured for an amount equal to one times the employee's basic annual earnings, but if this amount is not a multiple of \$250., the benefit is adjusted to the next higher multiple of \$250., the Company will pay 100% of the premium. (In the death of an employee not covered by this plan, the spouse will receive a gratuity equal to two months' wages at the rate the employee was earning immediately prior to death.)

#### 12.05 Long Term Disability

The Long Term Disability Insurance Plan will apply to all employees commencing employment on or after 1979 September 1 and those on strength prior to this date who have elected for coverage. Upon expiration of the Sickness and Accident Indemnity Plan, participating employees will receive long term disability benefits in accordance with Mutual Life Policy No. 26249. The Company will pay 50% of the premium cost of this Policy.

#### 12.06 Dental Plan

The Company will continue to provide a Dental Plan with premiums fully paid for by the Company. The Plan will provide:

(a) Basic preventative care with 80% reimbursement of eligible services, up to a maximum payment of 80% of the amount shown in the 1992 Dental Association Fee Guide (1993 Fee Guide effective April 1, 1993).

(b) Major Restorative Care. This includes Prosthodontic Services • Removable (dentures once every five years), Restorative Services including Porcelain repair and Crowns, Prosthodontic Services Fixed (once every 5 years). Reimbursement is 50% of eligible services, up to a maximum payment of 50% of the amount shown in the applicable Dental Association Fee Guide referenced in 12.06 (a), with an annual maximum of \$1500. per insured individual.

## 12.07 Employment Beyond Age **65**

Employees working beyond age sixty-five will be subject to all provisions of the collective agreement except for Article 12.05, Long Term Disability Insurance, which does not provide coverage beyond age sixty-five. Employees working beyond age **65** are advised to see Human Resources, Benefits **Staff** to be advised of their benefits and various options.

## Article 13 - SUPERANNUATION AND RETIREMENT COMPENSATION

**13.01** Employees will be covered by the Public Service Superannuation Act (Parts I, II, and III), the Supplementary Retirement Benefits **Act**, and the Statute Law (Supplementary Retirement Benefits) Amendment Act of 1973, the terms of which **are** not subject to collective bargaining. Any changes made in these Acts shall be considered under Article 2.

**13.02** An employee, who on retirement is entitled to an immediate PSSA annuity, or who has attained the age of **55** and is entitled to an immediate annual allowance under the Public Service Superannuation Act, will be paid 100% of a week's pay for each completed year of continuous service less any period of service in respect of which he was previously granted severance pay, up to a maximum of 30 weeks' pay.

For this purpose, one week's pay is defined as the employee's basic hourly rate times 40.

## Article 14 - PLANT HOLIDAYS

**14.01** (a) There shall be eleven Plant holidays each calendar year, to fall on Monday to Friday inclusive. During the life of this Agreement, the Plant holidays will be as follows:

New Year's Day	Civic Holiday
Additional Plant Holiday	Labour Day
<b>Good</b> Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

(b) The dates for observance of the holidays will be determined through Company discussions with the Union.

**14.02** (a) An employee who does not work on a Plant holiday will be paid **as** follows, provided the employee is entitled to be paid by the Company for any of the 16 calendar days immediately preceding the holiday, or returns to work after illness or injury, on the working day next following the holiday:

(i) Where the Plant holiday falls on a day on which the employee would normally work - normal pay for normal hours, including shift premiums if applicable.

(ii) Where the Plant holiday coincides with the employee's scheduled day of rest - normal pay for normal hours.

(b) Equipment Production Plant employees scheduled to work the Evening Shift, for any week in which a Plant holiday occurs, will **be** paid for the holiday in accordance with the following provisions, provided the employee is entitled to be paid by the Company for any 16 calendar days immediately preceding the holiday, or returns to work after illness or injury, on the working day next following the holiday: where the Plant holiday falls on a day on which the employee would normally work the employee's basic hourly rate, including shift premium, for ten hours.

**14.03** A shift employee (i.e. Heating Plant) who is scheduled to work on a Plant holiday, and does work, shall, in addition **to** the pay **as** set out in 14.02 (a)(i) and (ii) above, be paid **at** the rate of double time both their normal rate and shift differential, if applicable, for the hours worked.

## Article 15 - VACATION WITH PAY PLAN

### 15.01 Definition of Terms

(a) The vacation year shall extend from ~~April 1~~ **to** March 31 of the following year.

(b) Continuous employment, excluding all ~~periods~~ of layoff, shall date from 1947 February 1, or date of employment, whichever is the later.

(c) One week shall consist of five days for both day and shift employees.

### **15.02** Regulations Concerning Taking of Vacation

(a) Scheduling of vacations is subject to plant workload and the taking of vacation leave requires the advance approval of the employee's foreman or supervisor. Exceptions to this requirement will be considered under extenuating circumstances.

(b) The Company has the right to shut the entire plant down at a fixed period for vacation purposes provided the Company informs the employees of its intention by April 1st of the year involved. Under this condition, all employees except those required for maintenance and other essential work during the shutdown period will be obliged to take their annual vacation during the fixed vacation period.

(c) Vacation leave credits may be carried over from one year to the next to the extent that such carryover is not greater than the vacation leave credits earned in respect of the vacation year just completed.

(d) It is not permissible to omit all or part of the vacation and draw vacation pay in lieu thereof. However, employees with less than one month of service at the start of the vacation year, who are not entitled to any vacation, receive vacation pay as shown in the Vacation Plan Tables.

(e) An employee may not draw vacation pay for a period of absence for which the employee is receiving benefits under the Sickness and Accident Indemnity Plan.

### 15.03 Compensation for Vacation

(a) Employees shall receive vacation leave according to length of service as set out in the Vacation Table, Appendix "B" forming part of this agreement.

(b) Each day of vacation taken by an employee will be paid at the employee's current rate for normal working hours for that date. No premiums or bonuses will apply.

(c) Employees hired after 1987 April 01, on attaining six or more months of service, will be advanced the number of days of vacation they will have earned by the end of the vacation year (March 31).

Each April 1 thereafter, they will be advanced the number of days of vacation they will have earned by the April 1 immediately following.

Employees who terminate before having earned the vacation credits advanced to them will reimburse the Company for advanced credits used but not earned.

(d) On the first April 1 following a date of re-employment, current service will be used in calculating vacation entitlement. Effective on the April 1 following one full year of reemployment, employees who have prior service with the Company will be credited with annual vacation as provided in the Vacation Plan Table on the basis of their total accumulated service. Total accumulated service shall be the sum of current service which is eligible for vacation credit and service in previous periods of employment with the Company which was eligible for vacation credit as outlined in Article 15 - Vacation With Pay Plan.

15.04 Advance Payment

An employee can receive vacation pay up to one week in advance of vacation leave subject to the following conditions:

(a) The amount of vacation pay advance shall be in proportion to the number of vacation days **to** be taken.

(b) The minimum amount of leave for which advance payment may be made is one week. For those employees whose entitlement is one week or less, the amount of pay advance shall be for the full time available to the employee.

(c) The vacation request forms shall provide for the employee to request vacation pay advances. The vacation pay advance *will* only be assured where it was requested twenty working days in advance. Where, due to an emergency, an employee is unable **to** provide the twenty working days' notice, efforts will be made to provide the pay advance within a reasonable time frame.

(d) No more than *two* such advance payments will be made to an employee in a vacation year.

15.05 Payment in Case of Termination of Employment

An employee who terminates employment or who is laid off indefinitely will, provided such employee has not caused a revision to the compensation referred to in 15.05(a) and (b), be paid at the time of termination or layoff:

(a) Any earned vacation compensation in accordance with Article 15.03, which the employee **has** not received; **and**

(b) Compensation on a pro-rata basis for vacation earned during the vacation year in which the individual terminates.

Article 16 - LEAVE OF ABSENCE

16.01 Special Leave

(a) Marriage

Five days with pay will be granted to an employee who is required to be absent for the purpose of being married, provided that the employee has 6 or more months of service.

(b) Death in Family

Employees shall, to the extent specified below, be granted leave with pay in the following circumstances:

(i) In the case of death in the family, employees will be granted leave with pay to a maximum of 3 days to attend the funeral or settle the estate within one year of the testator's death. An additional special leave of up to 2 additional days may be granted due to the length of the trip involved to attend the funeral and/or settle the estate. Family is defined for this purpose as father, mother, foster parent, brother, sister, spouse, or child or grandchild of the employee; father or mother of the employee's spouse; or other relative living with the employee.

(ii) Leave up to one day with pay will be allowed to attend the funeral of an employee's grandparent, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, at the discretion of the employee.

(c) Birth or Adoption of Child

Employees shall be granted up to one day's leave with pay when their spouse gives birth, or to arrange for the adoption of a child.

(d) Rate of Pay

Wages paid to an employee for a period of Special Leave shall be the employee's pay at normal rate for the regular working hours which the individual missed on the day or days of Special Leave.

16.02 Jury and Witness Duty

The Company will pay to an employee who is required to serve on a jury, or who is subpoenaed as a witness (except as a litigant) in a court of law, the employee's pay at normal rate for the regular working hours which the individual missed due to this cause. Fees, travelling and other expenses paid in connection with jury/witness duty will be retained by the employee.

16.03 Maternity Leave

(a) An employee having six consecutive months of employment, at the time the leave is to commence, is entitled to maternity leave without pay and can qualify for it by:

- (i) Submitting her application at least four weeks before the day on which she wishes to commence such leave,



- (ii) Providing a medical certificate that certifies she is pregnant and specifies the estimated date of confinement.
- (b) The leave to be provided is:
  - (i) A **period** of up to seventeen weeks, plus
  - (ii) Anytime between the estimated date and the actual date of confinement, if confinement occurs later than the former.
- (c) The entitlement period may commence no earlier than eleven weeks preceding the estimated date of confinement and end no later than seventeen weeks following the actual date of confinement.

**16.04 Leave for Employees With Child Care Responsibilities**

An employee, who has completed six consecutive months of employment and who has the actual care and custody of a new-born child, or on adoption of a child, is entitled to leave without pay of up to twenty-four weeks in accordance with the provisions of the Canada Labour Code.

**16.05 Leave for Personal or Special Circumstances**

Eight hours paid leave per fiscal year will be credited to employees for use in personal or special circumstances. The granting of such personal leave will be subject to normal approval by supervision subject to operational requirements, and **will** not be unreasonably withheld. Any unused leave may be carried over to the next fiscal year.

**Article 17 - HOURS OF WORK**

**17.01** The plant work week shall commence at 0001 hours Monday and extend **to** midnight the following Sunday. Nothing **in** this Article shall be construed **as** a guarantee of work.

	<u>Shift Schedules</u>	<u>Break Periods</u>
(a) (i) Days	8:00 a.m. - 12:30 p.m. 1:00 p.m. - 4:30 p.m.	10 minutes 10 minutes
(ii) Evenings	4:30 p.m. - 2:30 a.m.	10 minutes

(b) (i) The hours outlined in (a)(ii) above will be in effect subject to the continued authorization of the Minister of Labour as required under the Canada Labour Code, Part III. The parties agree that neither will unilaterally seek to change the hours of work described in (a)(ii). Furthermore, should such hours not be approved by the Minister of Labour, or subsequently be revoked after such approval, a 4:30 p.m. to 12.30 a.m. evening shift shall apply until the matter is resolved to the mutual satisfaction of the parties.

(j) A day scheduled on evenings, where the normal hours of work are ten hours, shall be considered one and one-quarter days for the purpose of Articles 11.02(a), 11.03(a), 11.05(c), 11.07, 12.03(a) and 12.03(b), 15, and 19.01(b).

#### 17.02 Installation and Service on Equipment

The Company is engaged in supplying equipment to hospitals, other public service institutions, and industry. From time to time, it is necessary to send employees to other centres to install and service such equipment, usually at times dictated by the user. The principle governing the payment of such an employee is that the employee shall receive in pay not less than the individual would have earned working normal hours at normal rate of pay in the shop, together with reasonable expenses incurred in travelling and living away from home. The following rules shall apply:

(a) An employee assigned to service work shall receive a minimum of 8 hours' pay at regular rate for each calendar day away from Ottawa or Kanata, except when the individual remains in other centres over normal days of rest for which the individual shall not be paid unless actually working on these days.

(b) The provisions of Article 18 - Overtime will apply for employees on assignments at other centres.

(c) When an employee is travelling from one Centre to another, the employee shall be paid for such time spent in travelling to a maximum of eight hours per calendar day at the employee's regular rate for travel during Monday to Friday, and time and one-half for travel during Saturday and Sunday. For travel on holiday, the employee shall receive time and one-half plus pay for the holiday.

When the employee works and travels on the same day and the time spent in travelling extends beyond the individual's normal hours of work, such individual will receive compensation for the travel time beyond the normal hours of work at the rate of straight time to a maximum of six hours.

(d) Charge Hands will receive an additional hourly premium when carrying out Installation and Service work at another centre. The additional hourly premium will be the difference between the Charge Hand Rate and the base rate for the assigned classification.

## Article 18 - OVERTIME

### 18.01 Day Employees

(a) Overtime worked by day employees, computed on a daily basis, shall be paid at the rate of time and one-half.

(b) The first 8 hours of authorized work performed by day employees on their first day of rest (Saturday), except as provided in 18.01(c), shall be paid at the rate of time and one-half. Work performed beyond 8 hours shall be paid at the rate of double time.

(c) All authorized work performed by day employees on the second day of rest (Sunday) shall be paid at the rate of double time.

(d) In addition to pay for the holiday, all work performed by day employees on a Plant Holiday shall be paid at the rate of double time.

(e) Double time shall be paid for all time worked in excess of 10 hours beyond the employee's basic scheduled work week. (Scheduled hours worked at double time on Plant holidays will not be counted towards the 10 hour minimum.)

(f) When an employee is required to work through normal lunch period, the employee will be paid for this period only at the rate of time and one-half and will be required to take an unpaid lunch period at the first opportunity.

### 18.02 Shift Employees

(a) When a shift employee is required to work prior to or beyond the end of the normal shift, the extra time shall be paid at the rate of one and one-half times both the normal rate and the shift differential (if any) applicable to the shift involved, subject to 18.02(c). If by the previous mutual agreement between the employees concerned and the Company, arrangements are made for an exchange of shift, straight time including shift bonus shall be paid.

(b) Shift employees who are required to work on their second or subsequent days of rest shall be paid at the rate of double time both their normal rate and shift differential, if applicable.

(c) In addition to pay for the holiday, overtime worked on ~~Plant~~ Holidays shall be paid at the rate of double time both the normal ~~rate~~ and shift premium, if applicable.

18.03 Overtime shall be distributed ~~as~~ equitably ~~as~~ practical among employees in each classification. A record shall be kept and supplied to the Union President on a monthly basis.

No employee will ~~be~~ required to work overtime when a sufficient number of qualified employees are willing and available to do the work.

18.04 Employees shall be permitted a ten-minute break after each two-hour period worked beyond their normal shift.

18.05 Employees required to work overtime in excess of 2 hours without at least one day's notice will be paid a ~~\$7.00~~ lunch allowance (\$8.00 effective April 1, 1993) and will be ~~permitted~~ to leave 5 minutes prior to the normal quitting time.

18.06 Callouts

Employees ~~who~~ have completed their regular work period, if called in for extra service before their next regular work period, shall receive:

(a) A travelling time allowance of one hour at base rates if the employees return home prior to commencement of their next regular work period;

(b) A minimum time worked allowance of 2 hours at time and one-half. Where the employees commence work less ~~than~~ 2 hours in advance of their regular work period and continue without break into that period, they shall ~~be~~ paid for the first 2 hours following the ~~start~~ of the callout at the ~~rate~~ of time and one-half.

## Article 19 - WAGES

19.01 (a) The wage rates ~~to be~~ paid during the term of this Agreement are set out in the Job Classification and Rate Schedule Table, Appendices "C" and "D", forming part of this agreement.

(b) Provision is made for the payment of starting wage rates for trades classifications, at one wage level below that of the trade, for a period not exceeding 65 days worked. Any exceptions will be discussed with the Union.

**19.02** It is agreed that there shall be no changes in the rates paid for each classification as set out in the Job Classification and Rate Schedule Table during the life of this Agreement, except as provided hereafter for new or substantially changed jobs. In determining the rate to be applied to a new or substantially changed job, the criteria to be used will be the skill, effort and responsibility required in the performance of the work and the conditions under which the work is performed.

(a) New Jobs

The Company will advise the Union as to what rate it intends to pay any new job which may develop, and will carefully consider any alternative proposal which the Union may wish to make. In the event of the failure of the parties to agree on the grouping or the rate of either a new or substantially changed job, the matter shall be subject for grievance procedure and/or arbitration.

(b) Changed Jobs

No jobs shall be downgraded during the life of the Agreement. In the event of an apparent substantial increase in the content of any existing job, the Union may present a case for upgrading. The Company will give such proposal its careful consideration.

It is understood that the Company may, on its own initiative, upgrade any job.

**19.03** Shift Differentials

	<b>1992</b> April I	<b>1993</b> April I
Evening Shift (10 hours)	<b>\$ .93</b>	<b>\$ .98</b>
#1 Shift (night)	<b>\$ .95</b>	<b>\$1.00</b>
#3 Shift (evening)	<b>\$ .93</b>	<b>\$ .98</b>

**19.04** Premium for Scheduled Sunday Shift Work

A premium of \$1.25 per hour shall be paid for each regularly scheduled hour worked on Sunday.

## Article 20 - UNION SECURITY

### 20.01 Deductions from Wages

(a) The Company will deduct from all employees a sum equal to the regular monthly dues of the Union from the first pay in each month, provided that such deductions will not start until the calendar month following the date of hire, and to the extent that sufficient unencumbered earnings are payable to the employee.

(b) The Company will remit the sum deducted, together with a list of the employees from whom deductions have been made to the Union Treasurer within fifteen days of the pay date.

(c) It is the responsibility of the Union to advise the Company in advance of any change in its monthly dues.

20.02 Each new employee will be furnished with a copy of the collective agreement, informed of the name of the Union Steward and President, and introduced to the Union President or Union Steward assigned to the area.

## Article 21 - APPRENTICESHIP

21.01 The Company and the Union acknowledge that they have a mutual interest in the promotion of apprenticeship training and, to this end, will maintain a joint Apprenticeship Committee, as required, whose terms of reference are contained in a separate document dated 1982 April 22 or revisions to this document as may be mutually agreed by the Company and the Union.

21.02 (a) Apprentices will be paid at the applicable rate of pay as outlined in the pertinent Appendix to the Agreement, subject to the requirements of the apprenticeship program.

(b) Twenty-one months after the completion of the probationary period, each apprentice will be assessed and credit will be given to reflect the individual's progress on practical and educational achievement which, with the approval of the appropriate authorities of the Province of Ontario, serves to reduce the apprentice's training program.

21.03 Apprentices will not work overtime except by mutual agreement of the Company and the Union.

21.04 Apprentices may be assigned to shift work only during the final year of their training. Exceptions to this will be subject to mutual agreement by the Company and the Union.

**21.05** The number of apprentices to be hired each year will not exceed the greater of 1 person or 7% of the budgeted complement for each trades classification in the Company.

**21.06** It is understood that apprentices may be terminated at the completion of their training program if vacancies or additional positions in the job classification for which they have been trained are not available. **There** is no right to grievance **in** this regard **nor** will layoff (excepting proper notice) and recall provisions apply.

## ARTICLE 22 - HEALTH AND SAFETY

**22.01** The Company and the Union recognize the benefits to be derived from a healthy and safe work environment. It is agreed that the Company and the Union will **co-operate** fully to promote health and safety in the work place and encourage compliance with health and safety rules and regulations.

**22.02** The provisions of the Canada Labour Code apply in the area of Occupational Health and Safety.

**22.03** The Company will continue to form joint health and safety committees at appropriate locations throughout the Company; at least half of the members **of** these committees will be non-management personnel.

These committees shall:

- (a) give consideration to and make recommendations **on** such matters **as** the safeguarding of health and prevention of hazards to life and property. Particular attention will be paid to questions involving alleged hazardous or unsanitary working conditions. Regular meetings **will** be held **and** minutes of **all** meetings **will** be issued;
- (b) include two Union members on the Theratronics Occupational Health and Safety Committee.

**22.04** A Union representative will participate in the investigation of **all** accidents involving the bargaining unit.

## ARTICLE 23 - CHRISTMAS - NEW YEAR'S LEAVE PERIOD

**23.01** Employees not required to work on the three working days which fall between Christmas and New Year's will be on approved leave with pay. Employees who **are** required to work on any of the three working days which fall between Christmas and New Year's, will receive normal pay for the period worked **and** will in addition be permitted an alternate day off with pay for each day worked. Alternate days off are to

be taken within 12 months following the day(s) worked, at a time which is mutually agreeable to the employee and the supervisor. Where the alternate days off cannot be taken during this 12 month period because of operational requirements, the employee shall receive pay in lieu.

**NOTE:** In accepting the above provision, it is understood and agreed that the practice of an additional one-half hour time off at lunch break on paydays is discontinued.

Article 24 - **DURATION AND AMENDMENT OF AGREEMENT**

24.01 (a) This Agreement, when signed by the parties hereto, shall become effective on April 1, 1992, ~~except as~~ otherwise specified herein, and shall remain in full force and effect until March 31, 1994, and ~~from~~ year to year thereafter, unless amended or terminated in the manner provided herein.

(b) Retroactivity to **April 1, 1992** will apply only for employees on strength on date of ratification and only in respect of wages applicable to regular, and overtime hours. All other new or changed provisions shall become effective on date of ratification unless otherwise specified.

24.02 If either the Company or the Union desire to terminate or amend this Agreement, it must notify the other party in writing between January 1, 1994 and January 31, 1994 inclusive. Whenever notice is given, the proposed amendments must be specified in the notice and until satisfactory conclusion is reached in the matter of the proposed amendment, the original provisions shall **remain** in effect.

24.03 IN WITNESS WHEREOF the parties hereto have this 5<sup>th</sup> day of August, 1992 executed this Agreement by the hands of their proper **officers**.

On Behalf of  
THERATRONICS INTERNATIONAL  
LIMITED

On Behalf of  
ENERGY AND CHEMICAL  
WORKERS UNION, LOCAL 1541

R. L. Wolff  
\_\_\_\_\_

R. Nichele  
\_\_\_\_\_

J. Verner  
\_\_\_\_\_

P. Harpin  
\_\_\_\_\_

M.R. Foot  
\_\_\_\_\_

S. Sinnathamby  
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D. Leboeuf  
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E. Reitenbach  
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W. Smith  
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\_\_\_\_\_

A. Theobald  
\_\_\_\_\_



**APPENDIX "A"**

- A) Machinist  
Mechanical Inspector  
Maintenance Mechanic
- B) Welder
- C) Sheet Metal Worker
- D) Electronic Production Technician  
Electrical/ Electronic Inspector
- E) Building Maintenance Mechanic
- F) Heating and Power **Service** Mechanic  
Stationary Engineer Class III
- G) Spray Painter Finisher
- H) Carpenter
- I) Packaging Mechanic  
Packaging Operator A, B
- J) Assembler A, B
- K) Electrical/Electronic Assembler, A, B
- L) Leadpourer/Machine Operator  
Machine Operator
- M) Building Maintenance Helper A, B
- N) Storeskeeper A, B  
Toolcrib Operator
- O) Heating Plant Helper A, B
- P) Truck Driver
- Q) Material Handler
- R) Labourer-Cleaner
- S) Plant Maintenance Electrician

APPENDIX "B"VACATION PLAN

Employee's Length of Service At At Service at Start of Vacation Year (April 01)		Number of Days Vacation Available In the New Vacation Year
Less than 1 month	(Started March )	0
1 month but less than 2	( " February )	1
2 months but less than 3	( " January )	2
3 months but less than 4	( " December )	3
4 months but less than 6	( " Oct. or Nov. )	4
6 months but less than 7	( " September )	5
7 months but less than 8	( " August )	6
8 months but less than 9	( " July )	7
9 months but less than 10	( " June )	8
10 months but less than 12	( " April or May )	9
1 year but less than 1-1/4		10
1-1/4 years but less than 1-1/2	( " Oct./Nov./or Dec. )	11
1-1/2 years but less than 1 3/4	( " July/Aug./or Sept.)	12
1 3/4 years but less than 2	( " April/May or June )	13
2 years but less than 7		15
7 years but less than 8		16
8 years but less than 9		17
9 years but less than 10		18
10 years but less than 11		19
11 years but less than 15		20
15 years but less than 17		21
17 years but less than 20		22
20 years but less than 23		23
23 years but less than 25		24
25 years but less than 26		25
26 years but less than 28		26
28 years but less than 30		27
30 years but less than 32		28
32 years but less than 34		29
34 years or more		30

## NOTE:

- (i) For the purpose of this Plan, an employee who begins work on the first working day of the month will be considered to have started in the previous month.
- (ii) Effective 1 April in the year following employment, an employee will be entitled to vacation credits in accordance with the above Vacation Table, thereafter they will be credited with any eligible previous service.

APPENDIX "C"MACHINISTAPPRENTICESHIP RATE SCHEDULE TABLE

<u>LEVEL</u>	<u>PERIOD</u>	<u>PERCENTAGE OF JOURNEYMAN RATE</u>
I	First 6 months	55%
II	After 6 months	62%
III	After 12 months	69%
IV	After 18 months	76%
V	After 24 months	83%
VI	After 30 months	90%

APPENDIX 'D'JOB CLASSIFICATION AND RATE SCHEDULE TABLE

<u>Level Number</u>	<u>Hourly Rate April 1, 1992</u>	<u>Hourly Rate April 1, 1993</u>	<u>Hourly Rate Classification</u>
1	\$19.57 (\$20.48)	\$20.16 (\$21.09)	Electronic Production Technician Heating & Power Service Mechanic Electrical/Electronic Inspector Machinist Maintenance Mechanic Mechanical Inspector Sheet Metal Worker Welder Plant Maintenance Electrician
2	\$16.67 (\$17.46)	\$17.17 (\$17.98)	Building Maintenance Mechanic Spray Painter Finisher Stationary Engineer Class 3 Carpenter Leadpourer/Machine Operator, Senior
3	\$15.60 (\$16.39)	\$16.07 (\$16.88)	Assembler A Electrical/Electronic Assembler A Packaging Mechanic Leadpourer/Machine Operator, Advanced
3(a)	\$15.19 (\$15.94)	\$15.65 (\$16.42)	Contamination Monitor
4	\$14.83 (\$15.56)	\$15.28 (\$16.03)	Assembler B Building Maintenance Helper A Electrical/Electronic Assembler B Heating Plant Helper A Machine operator Packaging operator A Storekeeper A Leadpourer/Machine Operator, Basic
5	\$13.87 (\$14.58)	\$14.29 (\$15.02)	Building Maintenance Helper B Heating Plant Helper B Packaging Operator B Storekeeper B Tool Crib Operator Truck Driver Material Handler Decontamination Operator A Leadpourer/Machine Operator, Trainee
6	\$12.74 (\$13.40)	\$13.12 (\$13.80)	Labourer-Cleaner Decontamination operator B Decontamination Custodian

NOTE: ( )

Bracketed figures indicate Charge Hand Rates and rates for employees sent to other centres to install, inspect, or service Company products.

August 5, 1992

Mr. Rino Nichele,  
President,  
Energy and Chemical Workers Union,  
Local 1541,  
Kanata, Ontario.

Dear Mr. Nichele:

This will confirm the understanding reached during negotiations, covering certain areas and/or aspects of articles supplementary to the Union Agreement signed today.

1. Article 1 - RECOGNITION

- (a) 1.02 "This unit shall include all employees **as** defined in Article 1.01 except Foremen and employees of higher **rank**, salaried personnel, and **security** guards."

Working Charge Hands do not have the basic supervisory authority vested in the first Lines of Company Management. Charge Hands **are** expected by the Foremen to pass **along** instructions and coordinate work for satisfactory completion. On occasion, a Charge Hand may relieve **a** Foreman for brief periods due **to** illness, vacation, etc.; however, the individual will not be expected to assume the disciplinary authority of the Foreman whom the employee has relieved.

- (b) Notwithstanding any provision to the contrary in the Collective Agreement this item **will** confirm the understanding reached between the Company and the Union **as** follows:

- (i) A "temporary employee" is defined **as** any person hired on a temporary basis in a classification **listed** in Appendix D of the Collective Agreement. It is understood that such employees **are** included **in** Article 1 of the Collective Agreement.

- (ii) The Company may hire temporary employees for either of the following purposes:
- a) To fill temporary vacancies caused by the absence of fulltime continuing employees. Prior to hiring of such employees, the Union will be informed and advised of the expected duration of the temporary vacancy.
  - b) To meet heavy workload situations that are not expected to exceed **65** working days. If such situations, with the exception of students hued during and for the summer vacation period, **are** expected to exceed **65** working days, the position will, for the purposes of the Collective Agreement, be regarded as "fulltime, continuing" and will be **posted** in accordance with the Collective Agreement.
- (iii) Temporary employees shall be subject to ail of the provisions of the Collective Agreement except **as** hereinafter provided:
- a) Subsection **6.07** (a) and **(b)** of Article **6** - Union Activity **are** not applicable to temporary employees.
  - b) (1) Temporary employees **are** excluded from Article 11 in its entirety.
    - (2) With respect to 11.03(c), it is understood **that** no employee with seniority will be laid off or prevented from being recalled while **a** temporary employee is retained or hired in a classification in the same seniority group.
    - (3) **A** temporary employee may apply for **a posted** fulltime, continuing position. Such **an** application will be given the same consideration **as** that of **an** external candidate. A temporary employee hired into **a** fulltime, continuing position will be credited with seniority from the date of employment in the fulltime, continuing position or such earlier date **as** the Company and the Union by mutual agreement may determine.
  - c) Temporary employees, with the exception of **those** who under the provisions of **(ii)** a) exceed six consecutive months of employment, **are** excluded from the provisions of Articles 12, 13, and 15 in their entirety.

- d) With the exception of 16.01 (b) "Death in the Family", the provisions of Article 16 - Leave of Absence **are** not applicable to temporary employees.
  - e) Items **1(b)**, 6, 9, 12, **13**, 14(b), 17 (if employed more than six months), 18, 19, **24** and **27** of the Supplementary **Letter are** applicable to temporary employees. The remaining items of the Supplementary **Letter are** not applicable.
- (iv) Except **as** provided in Article 11.07, where temporary help is required in a classification **listed** in Appendix D of the Collective Agreement and where the job does not **exceed thirty** (30) consecutive working days, the provisions of Article 11.06 will not be applicable. Such **thirty** (30) day period **will be exceeded only** by mutual agreement of the Company and the Union.
- (v) The Company may **utilize** persons, not to **exceed 5** in number at any one time, supplied by outside personnel agencies on a rental basis to **fill** Job Classifications in Level Numbers **4, 5 and 6** and the **Stationary** Engineer Job Classification for the following reasons/conditions:
- a) To avoid delays caused **by** the Job Posting procedure.
  - b)** To fill jobs not expected to exceed thirty (30) working days in duration with respect to classifications contained in Appendix D of the Collective Agreement.
  - c) Prior to the retainment of such personnel the Union **will be** informed and advised of the intended action. The number of such personnel and duration specified will be exceeded only by **mutual** agreement of the Company and the Union.
  - d) It is understood that personnel contemplated in a) and b) above **are** excluded from the bargaining unit but **will** receive the applicable hourly rate contained in Appendix D of the Collective Agreement through the Agency.

2. Article 11 - SENIORITY, TRANSFER, PROMOTION, LAYOFF,  
RECALL AND JOB POSTINGS

**This** clause is subject **to** the terms and conditions **as** set out in the letter of understanding on Technological Change effective until 1994 March 31 **as** described therein.

Should it become necessary to lay off employees due **to** technological changes, the Company will discuss the situation with the Union and give those affected first consideration for job vacancies within the Bargaining Unit for which they have the basic qualifications. Employees **so** placed will be given training **as** required.

3. Article 12 - EMPLOYEE BENEFIT PLANS

Continuation of Employee Benefit Plans during Periods of Absence Without Pay:

- (a) Employee Benefit Plans will normally be maintained during periods of absence without pay. The employee will be informed in writing of any discontinuance of coverage and it **will** be discussed with the Union President.
- (b) Where coverage continues, the Company will continue **to** pay its contributions to the premium costs of these plans in absences which do not extend through a full calendar month (from first day to last day inclusive) and in other **cases** where the absence is due **to** illness or injury (covered under S&AI - including where **S&AI has** been exhausted - or **Workers'** Compensation). In other **cases** of absence without pay, the employee will normally be required **to** pay the full cost of these plans.
- (c) Unless an alternative arrangement is made, the monies owing **will** be recovered either:
  - (i) Via pro-rated payroll deductions on the employee's **return** to work; or
  - (ii) from termination credits such **as** vacation pay if the employee terminates; or
  - (iii) other appropriate sources; or



- (iv) by being rebilled monthly for either the employee's share or the total premium costs, as applicable.

4. Employee Assistance Fund

The Company will arrange to collect from the pay of each employee an annual deduction of \$3,00 as of 1 June, and will remit the total together with a matching amount to the fund. The fund will be jointly administered by the Company and the Union.

Where the fund reaches a total of \$5000. or more, the above noted contributions will cease and will resume again when the fund reaches a total of \$3000.

5. Retraining

Employees are encouraged to improve their skills and qualifications so as to place themselves in a position to fit themselves for the future such that they may be considered for vacancies at higher levels. Where an employee undertakes an evening or correspondence course which, in the opinion of Management, is likely to increase the employee's value to the Company, the individual will on successful completion be reimbursed for 50% or 100% of the cost of tuition and required textbooks.

6. Eyeglasses

The Company agrees to replace pitted spectacles, when it is established that such pitting occurred during the course of their work.

7. Dental Plan

Should the Dental Plan referred to in article 12.06 be upgraded during the term of this agreement, for employees of the Company, such upgrading will be extended to the bargaining unit.

8. Contracting Out

- (a) It is the intent of the Company that contracting out will not adversely affect employees in the Bargaining Unit, or prevent the recall of laid-off employees should the work available equal or exceed sixty-five working days and which would otherwise be contracted out.

- (b) The Union will be informed when the Company contracts out work normally performed in Equipment Production by Bargaining Unit employees and will, if requested, advise the Union why it is taking such action.

#### 9. Work Stoppage

The Company will not expect employees to cross a legal picket line if to do so would place their lives, limbs, or personal property in jeopardy.

#### 10. ~~Letters~~ of Reprimand

A disciplinary notation on an employee's file will be reviewed within twelve months ~~from~~ the date on which the notation was ~~so~~ recorded. Provided there has not been a recurrence of the circumstances giving rise to the disciplinary notation during this twelve month period an appropriate offsetting notation shall be placed on the employee's file. ~~A~~ copy of the offsetting notation shall be given to the employee.

#### 11. Supervisory Salaried Employees

Supervisory ~~salaried~~ employees will not normally do work regularly performed by members of the Bargaining Unit.

#### 12. Medical and Dental Appointments

Subject to work requirements, foremen may permit employees up to three hours' absence, without loss of pay, for the purpose of attending medical or dental appointments.

An employee may wish to use this leave with pay to cover more than one medical or dental appointment, and may do so with the authorization of his/her foreman provided that the period taken is for one-half hour or more and the total of such absences does not exceed three hours per fiscal year.

#### 13. Employee Files

An employee will be able to review his/her Personnel file once per year in the presence of a Human Resources Department representative. Any employee wishing to review his/her Personnel file must make the request in writing to the Human Resources Department and an appointment will be arranged.

#### 14. Article 22 - HEALTH AND SAFETY

- (a) It is understood that a Union representative will participate in the monthly safety inspection of the areas under the jurisdiction of the Theratronics Occupational Health and Safety Committee. It is further understood that the non-management personnel on the Theratronics Occupational Health and Safety Committee will be composed of salaried employees and other personnel from the certified unions.
- (b) The Company and the Union recognize that the preferred means of dealing with Health and Safety matters is for the employee to discuss such matters with his/her supervisor. However, the parties also recognize that employees may communicate their concerns through their Union safety representative.

#### 15. Vacation Pay

For employees of 10 or more years of service, vacation pay will be a minimum of 8% of the employee's earnings in the previous vacation year.

#### 16. Job Descriptions

The Company will continue to provide the Union with a copy of each job description.

#### 17. Intermediate Term Disability

The provisions of the Sickness and Accident Indemnity Plan (Article 12) previously provided by Great West Life will remain unchanged except that the Company will administer the plan.

#### 18. Continuance of Modified Day Shift Arrangements

The Company and the Union agree to renew the letter of understanding dated 1987 October 02 to extend its application to the collective agreement which will take effect April 1, 1992.

#### 19. Grievance and Arbitration

The provisions of this supplementary letter shall be considered part of the Agreement for the purpose of the grievance and arbitration procedures.

## 20. Other Centres

The bracketed figures contained in Appendix "D" indicate Charge Hand Rates and Rates for employees sent to other centres to install, inspect, or service Company products. For this purpose, other centres is considered to mean locations other than those occupied by Theratronics.

## 21. Revised Storeskeeper Job Classification

Employees in the Storeskeeper job classification on February 20, 1989 will be asked if they are interested in carrying out Truck Driver duties. Provided there are at least three who are interested and able to carry out these duties, the other Storeskeepers employed at that time who are not interested will not be "required" to carry out the Truck Driver duties.

Employees entering the Storeskeeper job classification on or after February 21, 1989 must be willing and able to carry out the Truck Driver duties as well as the other work associated with the Storeskeeper job classification.

22. In anticipation of the sale of the Company, the Company and the Union agree to participate with representatives of other employee groups in the development of a new pension plan. Representatives will recommend a pension plan suitable for effect in the event the Company is purchased by the employees. Further, if this pension plan is implemented, it is agreed that management, the Union, and other employee representatives will participate in the ongoing review and monitoring of the plan.

## 23. Hours of Work

The Company and the Union agree to continue the practice whereby employees in the Labourer-Cleaner classification may be required to commence work up to one hour prior to the start of a shift. However, no employee will be required to do so if there is an alternate employee in the classification concerned who is qualified, willing, and available to carry out the work for the assigned period.

## 24. Trades

Competition in the world and domestic markets in which we do business requires ever increasing attention to quality and productivity. It is recognized that improved productivity is necessary for the ongoing viability of Theratronics' manufacturing operation.

Increased productivity can, in particular, be achieved through improved utilization of skilled trades personnel. Improved utilization of skilled trades personnel will be achieved, technology permitting, through concurrent operation of more than one machine. In addition, employees in classifications in Level Number 1 may be assigned to work other than in their principle trade area, when work is unavailable in their own classification. It is understood that such assignments would fall within the meaning and application of the provisions of 11.07.

## 25. Workers' Compensation Payments For Temporary Total Disability

It is the Company's intent to review the administration practices related to the payment of Workers' Compensation for temporary total disability claims. Should any changes result from this review, they will be discussed with the Union before implementation. The employee's compensation for approved temporary total disability claims will not be less than 100% of the employee's net average earnings before the injury. (Net earnings is defined as the employee's normal basic earnings less normal payroll deductions.) In addition, the amount of compensation paid to the employee while awaiting approval of a claim will be an amount not less than 75% of the employee's normal basic earnings less normal payroll deductions.

## 26. Workers' Compensation - Re-employment of Injured Workers

The Company and the Union will, during the term of the collective agreement, meet to develop suitable provisions to facilitate re-employment of injured workers.

27. Notwithstanding Article 24 of the collective agreement, the Company and the Union may, by mutual consent, amend provisions of the agreement during its term.

Yours very truly,

"R. L. Wolff"

R.L. Wolff,  
Vice President,  
Human Resources and Administration,  
Theratronics International Limited.

ACCEPTED:

ENERGY AND CHEMICAL WORKERS UNION

Per: "R. Nichele"

# **THERATRONICS**

## MEMORANDUM

March 20, 1992

TO: R. Nichele  
FROM: R.L. Wolff  
RE: 1992-93 AND 1993-94 CHRISTMAS - NEW YEAR'S SCHEDULE  
FOR EMPLOYEES ON SHIFT WORK

Attached is the schedule for the Christmas - New Year's period for 1992-93 and 1993-94.

On behalf of the Union, the undersigned acknowledge receiving this schedule.

"R. L. Wolff"

"R. Nichele"

Attach.

**CHRISTMAS - NEW YEAR'S SCHEDULE FOR EMPLOYEES ON SHIFT WORK**

<u>1992-93</u>	<u>Evening Shift:</u>	<u>Day Shift:</u>	<u>1993-94</u>
Wed., Dec. 23/92	Working Day	Working Day	Dec. 22/93
Thurs., Dec. 24	Christmas Day	Working Day	Dec. 23
Fri., Dec. 25	Normal Day Off	Christmas Day	Dec. 24
Sat., Dec. 26	weekend	weekend	Dec. 25
Sun., Dec. 27	weekend	weekend	Dec. 26
	<u>Day Shift:</u>	(stay on days)	
Mon., Dec. 28	Boxing Day	Boxing Day	Dec. 27
Tues., Dec. 29	*	*	Dec. 28
Wed., Dec. 30	*	*	Dec. 29
Thurs., Dec. 31	*	*	Dec. 30
Fri., Jan. 1	New Year's Day	New Year's Day	Dec. 31
Sat., Jan. 2	weekend	weekend	Jan. 1/94
Sun., Jan. 3	weekend	weekend	Jan. 2
		<u>Evening Shift:</u>	
Mon., Jan. 4	Return to Work	Return to Work	Jan. 3
Tues., Jan. 5	Working Day	Working Day	Jan. 4
Wed., Jan. 6	Working Day	Working Day	Jan. 5
Thurs., Jan. 7	Working Day	Working Day	Jan. 6
Fri., Jan. 8	Working Day	Normal Day Off	Jan. 7
	<u>Evening Shift:</u>	<u>Day Shift:</u>	
Mon., Jan. 11	Working Day	Working Day	Jan. 10

\* Approved leave with pay - Article 23

47

