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|-------------------|-----|----|----|
| SOURCE            | CA  |    |    |
| EFE.              | 95  | 04 | 07 |
| TERM.             | 99  | 03 | 31 |
| No. OF EMPLOYEES. | 15  |    |    |
| NOMBRE D'EMPLOYÉS | FN. |    |    |

AGREEMENT

between

**THERATRONICS INTERNATIONAL LIMITED**

and

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

LOCAL 70106

For the Period



April 1, 1995 to March 31, 1999

Ottawa, Ontario

JAN 24 1997

02455(06)

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AGREEMENT

between

**THERATRONICS INTERNATIONAL LIMITED**

hereinafter known as “the Company”

and

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**LOCAL 70106**

National Component representing  
certain employees of the Company,  
as herein defined, hereinafter called  
“the Union”.

The Company and the Union agree as follows:

**Article 1 - RECOGNITION**

- 1.01 The Company recognizes the Union as the sole bargaining agent for all employees of the Company employed in the Ottawa area described in the certificate issued by the Canada Labour Relations Board on 1989 May 5 (Board Files 530-1732 and 585-337). The classifications that comprise the bargaining unit are, for greater certainty, listed in Appendix “A”.

- 1.02 The word “employee” as used hereafter in this Agreement shall mean an individual employed in one of the classifications of the bargaining unit as defined in Article 1.01.
- 1.03 The masculine pronouns throughout the Agreement are used for succinctness and refer to both females and males.
- 1.04 The Company recognizes that the Public Service Alliance of Canada is the bargaining agent and the Company will advise the Bargaining Agent with respect to any proposed amendments to the Collective Agreement.

Article 2

NATIONAL SECURITY

- 2.01 Nothing in this Agreement shall be construed to require the Company to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

Article 3

LEGISLATION

- 3.01 Should any provision of this Agreement be found to be in conflict with an applicable Government statute then the parties shall meet and arrive at a satisfactory settlement of the provision in conformity with the statute; the remaining provisions shall continue to be operative and binding on both parties.

**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 in Article 11 - Grievance.
  - 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 and 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

- 5.01 The Company will forward to the Union, care of the President of the Local, a copy of all Standard Operating Procedures affecting employees, and amendments thereto, immediately they are issued.
- 5.02 The introduction of new or the improvement of existing Company Standard Operating Procedures that may affect the working conditions of members of the bargaining unit will be discussed with the Union in advance of publication.
- 5.03 In the event there is a conflict between this Agreement and the rules and regulations published by the Company that affect employees, then the terms of the Agreement will apply. Should the Company issue a new or revised Standard Operating Procedure which conflicts with the terms of this Agreement, it may offer to apply the new or revised Standard Operating Procedure to the bargaining unit. Acceptance by the Union of any such offer shall constitute an amendment to the Agreement.

**Article 6**

**NO STRIKES OR LOCKOUTS**

- 6.01 It is agreed there shall be no strikes, walkouts, lockouts, slowdowns, or other similar interruptions of work during the period of this agreement.

**Article 7**

**UNION ACTIVITY**

- 7.01 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.
- 7.02 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.
- 7.03 The Company agrees that there will be no discrimination, intimidation, interference, restraint, or coercion exercised or practised by the Company or any of its representatives with respect to any employee's participation in the Union.
- 7.04 The Company acknowledges that from time to time it will be necessary for employees serving as Union Officers or representatives 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 first obtaining permission from management-designated supervisors. Permission will not be unreasonably withheld. On completion of the function for which permission to leave was granted, they will report to their supervisor before resuming work.
- 7.05 In accordance with the above understanding, the Company will compensate Union Officers and representatives for the time spent in handling functions provided for in this Agreement on Company premises 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.

- 7.06 Designated non-employee representatives of the Union required to visit the Company premises 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.
- 7.07 Leave of absence without pay, not to exceed a total of 60 man days per Agreement year, shall be made available to the Union for the purpose of its members attending Union conventions and conferences. Normally, not more than two members shall be absent on such leave at any one time. All requests for such leave will be submitted in writing prior to the absence and, whenever practicable, at least two weeks in advance.
- 7.08 Leave of absence without pay, for a period not exceeding one year, may be granted to employees when elected or appointed to a full-time 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. Should the term of office exceed one year an additional period of time may be granted at the discretion of the Company.
- 7.09 Leave with pay shall be granted to three employees of the Bargaining Unit to participate in negotiations with the Company but this will not apply to any negotiations after an application for conciliation has been made.

**Article 8**

**PROTECTION OF COMPANY PROPERTY**

8.01 If at any time during or after the termination of this Agreement the employees represented by the Union should engage in a stoppage of work, the Union will co-operate with the Company as necessary to attempt to ensure that Company property is protected from damage or destruction.

Article 9

**BULLETIN BOARDS**

- 9.01 The Company agrees to provide bulletin boards for the use of the Union, but no bulletin shall be placed on these boards by the Union without the permission of the management-designated supervision. Such permission shall not be unreasonably withheld.
- 9.02 Notwithstanding other provisions of this Article, notices of Union meetings and elections, social and recreational events, and the names of Union representatives may be posted without the permission of the management designated supervision. All such documents must be authorized and signed by a member of the Union executive.

Article 10

COMPANY-UNION COOPERATIVE COMMITTEE

- 10.0 1 The Company and the Union recognize that cooperation between the Company and the employee is indispensable to the accomplishment of the purposes for which the Company has been established.
- 10.02 The Company-Union Cooperative Committee shall consist of up to four Union representatives and up to four Company representatives. A Company and a Union representative shall be designated as co-chairmen for each meeting. 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 of the proceedings of all meetings shall be kept by a representative of the Company.
- 10.03 These meetings shall give consideration to matters of mutual interest to the Company and the Union affecting employees in the bargaining unit, including the promotion of education, training, safety and health, the achievement of the most effective operation and conduct of work and matters affecting employee welfare, but will exclude matters which are proper subjects for the grievance procedure or for negotiations.
- 10.04 Minutes of each meeting shall be prepared by the Secretary and signed by the co-chairmen within two weeks after the close of the meeting. The Company and the Union shall each receive two (2) signed copies.

**Article 11**

**GRIEVANCE**

**11.01 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 salaries, 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 in this agreement (including performance ratings); or
- c) Alleges that the Company has discriminated in respect of promotion, demotion, transfer, lay-off, compulsory retirement before the official retirement age, discharge or disciplinary action without just cause excepting an employee who is not on the seniority list.

11.02 The Company agrees that in the case of demotion, suspension, lay-off, or discharge it will notify in writing the employee and the Union of the action taken and the reason for it.

**11.03 General Grievance Regulations**

- a) The word “days” as used in this article shall mean working days.
- b) The discussion on each grievance shall be limited to the subject specified in the written grievance.
- c) Grievance forms shall be provided by **the** Company and triplicate copies shall be made of each grievance. After final disposition of a grievance is effected, the Company and the Union shall each have a copy, and where applicable the employee concerned.



- 11.03 d) Any grievance not filed in writing with the Supervisor within ten days after the employee knew or ought to have known of 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 11.05 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) Classification adjustments granted as a result of a presentation of a grievance shall be made retroactive to the date on which the grievor assumed the duties which gave rise to the grievance but not to a date earlier than three months 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.

#### 11.04 **Normal Employee Grievance Procedure**

The normal employee grievance procedure shall be as follows:

#### 11.04 **Complaint**

An employee who has a complaint must attempt to discuss it orally with his immediate supervisor, either alone or, at the request of the employee, in the presence of the Union representative. If the employee does not request the presence of his Union representative at this time, the representative shall have the opportunity of discussing the matter with the supervisor and the employee before proceeding to Step 1. In the event that the complaint is not settled in this manner, it then becomes a grievance.

##### **step 1**

- a) The grievance shall be reduced to writing on a standard grievance form in triplicate (being specific as to the persons involved, the date the grievance occurred, the remedial action requested and all facts pertaining to the grievance), over the signature of the employee and his Union representative. The written grievance shall be presented to the employee's immediate supervisor who will sign and date the grievance. The Union representative will endeavour to supply a more specific statement of the grievance if it is not sufficiently clear or fully stated to enable the Company to properly act thereon. Within two days of the receipt of a properly stated grievance a hearing shall be had thereon if requested by either party. The appropriate Management representative shall write his decision thereon, sign, date and return the grievance forms to the Union representative within two further days.
- b) The discussion and decision made on each grievance shall be limited to the matters raised by the written grievance.
- c) Within one day after the Union has received an answer from the Company, the grievance forms shall be returned to the Management representative by the Union representative appropriately marked as satisfactory or unsatisfactory.

#### 11.04 Step 2

- a) Where a Step 1 grievance answered by the appropriate Management representative is marked unsatisfactory by the Union, a Step 2 meeting with the next higher level of Management, as designated by the Company, may be arranged for by the Company or at the request of the Union as soon as possible, but not later than three days after return of the grievance. Up to two Union representatives may attend and the aggrieved employee may be required to attend. The Management representative will answer in writing, date, sign, and return the grievance forms to the Union representative within three days of the meeting.
- b) Within two days after the Union has received an answer from this level of supervision, the grievance forms shall be returned to him by the Union representative appropriately marked as satisfactory or unsatisfactory.

#### Step 3

- a) Should the reply at Step 2 be unsatisfactory then the Union will consider the matter and shall 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 Step 2 answer, request a Company-Union meeting to be held within ten days.
- b) At the time a request for such a meeting is made, the Union may submit in writing the reason it (the Union) considers the answers given at the previous steps unsatisfactory. All the data submitted shall be confined to the matters raised in the grievance as originally written and processed through the preceding steps of the grievance procedure.
- c) The Union will be represented by the Union officers (up to three). The aggrieved employee may be required to attend. The Company shall write its decision thereon, sign, date the grievance forms, and transmit them to the Union President within ten days after the meeting. If no response is made by the Union to this decision within ten days, the grievance shall be considered as settled.

#### 11.05 **Grievance Procedure for Discharge or Suspension**

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

- a) The alleged grievance shall be reduced to writing signed by the employee, and submitted to the Director, Human Resources 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 Public Service Alliance of Canada representative, and the aggrieved employee may be required to attend. The Director, Human Resources or other designated Company representative will submit a decision in writing to the Union within three days.
- b) The sole question to be determined by such procedure shall be whether or not such employee was discharged or suspended for just 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 just 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 partial compensation for time lost.
- c) It is understood that discharge shall not embrace a lay-off due to lack of work, or suspension of operations.
- d) Cases of discharge or 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 suspension.

#### 11.06 **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 submitted in writing as a grievance at Step 3 and may be referred to arbitration.

#### 11.07 **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 Articles 11.04 or 11.05 because of the inability or refusal of an employee to submit a grievance, or that affects a group of employees, may be submitted by the Union in writing at Step 2, dealt with as a proper grievance under the grievance procedure, and may be referred to arbitration.

## Article 12

### ARBITRATION

- 12.01 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 or disciplinary suspension of any employee, and one of the parties hereto is not satisfied with the same, the matter may be submitted to arbitration. Notice of arbitration in the case against the Company shall be served by mailing a copy to the Director, Human Resources, and in a case against the Union, by mailing a copy to the President of the Union.
- 12.02 Within ten working days after notice of arbitration has been served in accordance with Article 12.01 the matter will be referred as follows:
- i) The matter will be referred to a single arbitrator, this arbitrator will be chosen by mutual agreement. The decision of the single arbitrator shall be final and binding on all parties concerned.
  - ii) Upon the failure of the Company and the Union to agree on the selection of a single arbitrator, the matter shall be referred to an arbitration board.
  - iii) Where the matter is referred to an arbitration board each of the parties shall appoint one arbitrator, and the two arbitrators so appointed shall choose a chairman. The three will constitute the arbitration board. 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 reached, the decision of the chairman shall be considered the decision of the arbitration board and will be final and binding.

12.03 Upon failure of the two arbitrators to agree on the selection of a chairman, or of the parties to agree on the selection of a single arbitrator, the matters shall be referred to the Minister of Labour for the Government of Canada, with the request that he appoint an impartial Chairman or arbitrator.

12.04 The cost of the services of the Chairman, or the single arbitrator, and all other incidental costs shall be borne equally by both parties.

12.05 The Arbitrator(s) 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.

In cases of discharge or disciplinary suspension the Arbitrator(s) shall have the same discretion to make an award as is provided in Article 11.05 b).

12.06 The arbitration decision should be rendered as soon as possible.

**Article 13**

**POSTING OF COMPETITIONS**

- 13.01 a) The Company will post notices of all competitions for positions within the bargaining unit at least six full working days before the closing date of the competition. A Bargaining Unit applicant will be selected if one has the skill, experience and capacity to perform the required tasks as per Article 24.01.
- b) Notwithstanding 13.0 1 (a), an individual may be promoted to a higher level within the same job family, without a posting of a competition, provided the individual has the demonstrated skill, experience, and capacity to carry out the work and work is available at the higher level. Where more than one individual qualifies for promotion under these circumstances, the provisions of Article 24.01 will apply.
- 13.02 Notification to unsuccessful applicants in a competition shall be issued in writing within ten working days of receipt of written acceptance of the position from the successful candidate(s). The written notification will include the name of the successful candidate(s).
- 13.03 The Union shall be supplied with a list of applicants for each position, including indication of the successful applicant.



**Article 14**

**TRANSFERS**

14.01 The Company agrees to record and acknowledge in writing the written requests of employees for transfers to specific work areas or positions, and the withdrawal of such requests.

## Article 15

### GROUP INSURANCE PLANS

#### 15.01 **Health Care Plans**

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

#### 15.02 **Life Insurance**

The Company will pay 100% of the premium cost of the Mutual Life Assurance Company of Canada Plan, Policy No. 26249.

#### 15.03 **Long Term Disability**

The Long Term Disability Insurance Plan will apply to all employees, except those with 25 years or more of pensionable service who elect not to participate. Upon expiration of the Intermediate Term Coverage, participating employees will receive long term disability benefits in accordance with Mutual Life Assurance Company of Canada Plan, Policy No. 26249. The Company will pay 50% of the premium cost of this policy.

#### 15.04 **Dental Plan**

- 1) The Company will pay 100% of the premium cost of the Dental Care Plan. The Plan will provide:
  - a) Basic Preventative care with 80% reimbursement of the amount shown in the 1996 Dental Association Fee Guide. The 1997 Dental Association Fee Guide will apply effective April 1, 1997 and the 1998 Dental Association Fee Guide will apply effective April 1, 1998.

- 15.04 1) b) Major Restorative Care will be provided with 50% reimbursement of the amounts shown in the 1996 Dental Association Fee Guide subject to a maximum reimbursement of \$1,500. per insured individual per year. Major Restorative Care will include Prosthodontic Services-Removable (dentures once every five years), Restorative Services including Porcelain repair and Crowns, Prosthodontic Services-Fixed (once every 5 years). The 1997 Dental Association Fee Guide will apply effective April 1, 1997 and the 1998 Dental Association Fee Guide will apply effective April 1, 1998.
- 2) The full amount of the Unemployment Insurance Premium rebate will be applied directly towards the premium cost of this plan.

15.05 **Short Term Employment**

Employees hired for a term of less than six months are not eligible for coverage under the Dental Plan or Long Term Disability Insurance Plan. However, where a short term period of employment extends beyond six months, the employee will be eligible for coverage on the first of the month following six months of continuous employment.

**Article 16**

**THE PUBLIC SERVICE SUPERANNUATION ACT**

- 16.01 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 3 - "Legislation".
- 16.02 At the death of an employee who was eligible and chose to contract out of Part II of the Public Service Superannuation Act, an amount equal to two months' salary will be paid to the widow/widower or estate.

**Article 17**

**LEAVE PLANS AND REGULATIONS**

**17.0 1 Absence Without Permission**

Employees who are expected at work and do not report must notify their supervisor as soon as possible.

**17.02 Service - Definition**

For the purposes of this Article, the definition of service is:

- a) For employees hired on or after April 1, 1989, service will commence on date of full-time, continuing employment with Theratronics International Limited.
- b) For employees hired prior to April 1, 1989, service is considered to mean full-time continuing employment with Theratronics International Limited, its predecessors, and the "Public Service" as defined in the Public Service Superannuation Act, and also may include certain credited Royal Canadian Mounted Police and Canadian Armed Forces service.

**17.03 Vacation Leave**

- a) i) Consistent with efficient operations, the preference of employees with respect to their vacation period will be given consideration by the Company. Application for vacation leave with pay should be made in advance by the employee and approved by the Company.

- 17.03 a )
  - ii) Consistent with efficient operations, the Company will normally require employees to take their vacation at a fixed period. Except as provided below, such fixed vacation period will be the two weeks preceding the Civic Holiday (ie. the two weeks preceding the first Monday in August).
  - iii) Should the fixed vacation period be required at a time other than that referred to in 17.03 a)ii) above, six months advance notice will be provided to employees.
  - iv) Under the conditions provided for in either 17.03 a)ii) or iii), all employees except those required for essential work will be obliged to take their annual vacation during the fixed vacation period.
- b) The vacation year shall extend from April 1 to March 31 of the following year.

*MR3*  
*Hardy ZA*

17.03 c)

**Vacation Leave With Pay Credits**

- i) During their first year of service, employees will earn vacation leave credits at the rate of ~~14~~ <sup>14</sup> days per month, for each full month of employment for which they receive a minimum of ten days' salary. After 6 months of service they may be granted vacation leave credits in advance to the extent of the leave credits that could accumulate to the end of the fiscal year (March 31).
- ii) Employees who have completed 6 months' or more service by April 1 will be credited with annual vacation leave as follows:

**CONTINUOUS SERVICE  
BY APRIL 1**

**VACATION LEAVE  
CREDITS  
EFFECTIVE APRIL 1**

|                           |         |
|---------------------------|---------|
| 1/2 but less than 7 years | 15 days |
| 7 but less than 8 years   | 16 days |
| 8 but less than 9 years   | 17 days |
| 9 but less than 10 years  | 18 days |
| 10 but less than 11 years | 19 days |
| 11 but less than 15 years | 20 days |
| 15 but less than 17 years | 21 days |
| 17 but less than 20 years | 22 days |
| 20 but less than 23 years | 23 days |
| 23 but less than 25 years | 24 days |
| 25 but less than 26 years | 25 days |
| 26 but less than 28 years | 26 days |
| 28 but less than 30 years | 27 days |
| 30 but less than 32 years | 28 days |
| 32 but less than 34 years | 29 days |
| 34 years or more          | 30 days |

- 17.03 c) iii) For the purpose of accumulation of vacation leave within a given year, the employee's leave credits will be reduced by 1/12 for each month for which the employee does not receive a minimum of 10 days' salary.

d) **Carryover**

- i) 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 to the vacation year just completed.
- ii) Credits carried over as vacation leave which include a fractional entitlement of 1/4 or 3/4 of a day shall be increased by 1/4 day.

e) **Advance Payment**

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

- i) The amount of vacation pay advance shall be in proportion to the number of vacation days to be taken.
- ii) The minimum amount of leave for which advance payments 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.
- iii) Application for vacation pay advance must be made in writing at least twenty working days prior to the day for which it is requested.
- iv) No more than two such advance payments will be made to an employee in a vacation year.
- f) Employees who have prior service with the Company will be credited with annual vacation as provided in 17.03 c) 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.



#### 17.04 Christmas - New Year's Leave Period

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, except as modified in 17.05 c) ii). 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.

#### 17.05 Sick Leave

- a) Sick Leave with pay is for use only where an employee is unable to work due to illness or injury and for medical, eye or dental appointments and to the extent the employee has the necessary leave credits. If the absence exceeds five consecutive working days the employee must submit a medical certificate signed by the attending physician. A maximum of ten days' absence without a medical certificate is allowable during each fiscal year.
  - i) In the case of a dental, eye or medical appointment, an employee will be entitled to one-half day sick leave, or one day if the appointment is outside the area normally serving the Company site.
  - ii) A medical certificate is a document satisfactory to the Director, Human Resources, such as a statement signed by a physician or a copy of a hospital invoice.
- b) Sick leave will accumulate as outlined below:
  - i) All employees will receive a credit of 15 days on commencing employment and a credit of 6 days on each subsequent April 1st, except that those employees who commence on or after October 1st will receive a credit of 3 days on April 1st following.

- 17.05 b) ii) Employees who are absent on the Long Term Disability Insurance Plan on April 1st will not be credited with sick leave until the April 1st following the employee's return to work; the credit will be 6 days if the employee's return was prior to October 1st, or 3 days thereafter.
- c) **Intermediate Term Sickness/Disability**
- i) Upon the expiration of sick leave credits, employees will receive 75% of their basic salary during their sickness or disability absence to a maximum of 26 weeks. The 75% is inclusive of disability benefits received from the Public Service Superannuation Plan (PSSP), the Canada/Quebec Pension Plan (C/QPP) or any other benefit from a plan to which the Company contributes. This benefit will be re-established after a return to work of two weeks in the case of a recurrence of the same disability, or one day in the case of a new disability.
- ii) Should a Designated Paid Holiday, or the Christmas - New Year's Leave Period, occur during the period of Intermediate Term Sickness/Disability, the employee will continue to receive compensation at the rate of 75% except where he has received compensation at the rate of 100% for any one of the 16 calendar days preceding the holiday or leave period, or returns to work on the working day following the holiday or leave period, in which case the employee will be compensated for the holiday or leave period at the rate of 100%.
- iii) Employees who are absent on Intermediate Term Sickness/Disability on April 1st will not be credited with sick leave until **their** return to work.
- d) A veteran who is required to report for treatment under the instructions of the Department of Veterans Affairs may be granted sick leave for the period of the treatment on request if he has the necessary leave credits.

## 17.06 Special Leave

### a) Marriage of Employee

Special leave with pay of five days will be granted for the purpose of getting married, provided that the employee will be continuing in employment after marriage and has completed 6 or more months of service.

### b) Death in Family

i) A request for special leave with pay of up to three days shall be granted in the case of death in an employee's immediate family (as defined below) to permit him to make arrangements, attend the funeral, etc. Where necessary, up to three days with pay may also be granted to settle the estate within one year of the death, provided the employee receives no fee or other remuneration for this. Where, in either case, the employee must miss more than three days of work due to the length of the trip required, additional special leave, with pay normally not exceeding two days, may be granted. (Immediate family is defined for this purpose as: father, mother, foster parent, brother, sister, spouse, child, or grandchild of the employee, father or mother of the employee's spouse or other relative living with the employee).

ii) A request for special leave with pay not exceeding one day (two days where extensive travel is required) may be granted in the case of an employee's grandparent, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

### c) Birth or Adoption of a Child

Special leave with pay of up to one day will be granted to an employee to arrange adoption of a child, or at the birth of the employee's child, if there is reason to miss work on these accounts. This leave may be divided into two half-days.

### d) Writing Examinations

Special leave with pay will be granted for the writing of examinations in a course of study approved by the Company.

17.06 e) Illness in Family - Emergency or Special Circumstances

Special leave with pay may be granted for emergency illness in the family, and in special circumstances relating to illness in the family. (Family, in this case, is defined as: father, mother, foster parent, brother, sister, spouse or child of the employee, or other relative living with the employee). It will only be granted if the employee has established that his absence from work is essential, and that every reasonable effort was made to take care of the situation by other means.

The special circumstances requirement would be met where an employee must be absent from work due to the doctor involved asking him to be present at the appointment of a member of his family. It would also be met where an employee can satisfy the Company that it was essential for him to accompany the family member concerned to and/or from a distant hospital or appointment.

- f) Discretionary approval of special leave with pay will not be unreasonably withheld.

## 17.07 Other Leave

a) Jury Duty

Leave with pay will be granted to an employee who is required for jury duty for the period of work which he must miss for this reason. Fees, travelling and other expenses paid in connection with jury duty will be retained by the employee.

b) Witness Duty

Leave with pay will also be granted to an employee who is subpoenaed as a witness in a court of law or at an arbitration hearing. The employee is not required to refund the witness fee. Leave with pay is not granted if the employee is a litigant, griever, or acting in a capacity as a Union official.

c) Injury-on-Duty Leave

i) The Workers' Compensation Act of Ontario provides for payment of compensation including hospital care where necessary, medical treatment, rehabilitation and retraining to all eligible employees who suffer injury at work or contract an industrial or occupational disease while under the jurisdiction of the Act, unless the accident or illness is caused by wilful misconduct of the employee. It also provides compensation for dependents of employees, should such employees suffer death due to and arising out of employment.

All cases of injuries must be reported immediately to the site safety officer. The Company will provide any required transportation to the doctor, hospital, or to the employee's home. Employees will normally have their choice of a doctor.

ii) Hospital and Medical Expenses

Employee will have all applicable hospital and medical expenses paid by the Workers' Compensation Board of Ontario.

17.07 c)      iii)    Claims Resulting From Previous Claims

Claims for medical and hospital expenses and lost-time compensation, which can be attributed to prior employment should be clearly identified and processed so that the Company is not ultimately charged with the cost.

iv)    Compensation

If the injury is established as compensable by the Workers' Compensation Board, any lost time will be treated as leave with pay except as provided under iii) above, and will not be chargeable to any leave credits.

v)    Permanent Injury or Illness

If it is established by the Workers' Compensation Board that an employee has sustained a permanent injury and will be unable to return to work, compensation will be taken over completely by the Workers' Compensation Board.

vi)    Compensation in Death Cases

When an accident results in death, funeral expenses, including costs for transporting the body, are paid according to the Board's regulations.

The Board also provides compensation for spouses and dependent children.

vii)    Flying Accidents

If an employee is injured or killed as a direct result of an unscheduled flight undertaken in the course of duty, the employee's beneficiaries may elect for compensation under the Flying Accidents Compensation Regulations. These regulations provide compensation for injury or death as if the employee were a member of the armed forces.

- 17.07 c) vii) The Canada Pension Act spells out these benefits and such coverage does not preclude payment of benefits under the Public Service Superannuation Act. It also does not preclude funeral expenses which are payable under the Workers' Compensation Act.

d) Leave to Attend Part-Time Courses

An employee who is taking approved part-time job related courses may require time off to attend such courses when they are scheduled during his normal working hours. Permission may be granted for an employee to be absent with pay up to 1/2 day per week for this purpose, provided the employee can be spared and his absence does not involve extra costs to the Company in terms of overtime or the hiring of additional staff.

e) Educational Leave

Educational leave without pay or financial assistance may be granted to an employee in some circumstances for a period of up to three years. Normally a year's leave may be granted in the first instance and extensions permitted if satisfactory progress is maintained. Applications are made as for leave without pay through normal organizational channels.

f) Maternity Related Leave

- i) Eligible employees shall be granted maternity related leave in accordance with the provisions of the Canada Labour Code. Company contributions to the premium costs of group insurance plans will be continued during the first seventeen (17) weeks of maternity leave.

ii) Leave For Employees with Child Care Responsibilities

Eligible employees shall be granted leave for child care responsibilities in accordance with the provisions of the Canada Labour Code. Company contributions to the premium costs of group insurance plans will be continued during the first twenty-four weeks of leave for child care responsibilities.

17.07 g) Adoption Leave

Eligible employees shall be granted adoption leave in accordance with the provisions of the Canada Labour Code.

17.08 **Rate of Pay**

Except as provided in 17.05 c), all leave with pay under this Article is the employee's normal hourly rate of pay. times 7 1/2 hours for each day of leave with pay. "Normal hourly rate of pay" is defined as 1/1950 of the employee's current annual salary.

17.09 **Employee Training & Development**

It is recognized that employee attendance at job related courses, seminars, trades shows, etc. can have value to the Company and contribute to employee development. Consideration will be given to such attendance and employees are encouraged to bring forward their suggestions. Fees for authorized courses will be paid for by the Company and travel costs will be paid in accordance with the Company Policy and Procedure on travel.

The above does not apply to courses approved under the Company's Tuition Refund program.



## Article 18

### COMPENSATION ON TERMINATION

#### 18.01 General

- a) Employees will accrue an entitlement to severance compensation based on service, with such compensation to be provided in the case of lay-off, voluntary resignation before retirement, retirement (including those employees who are eligible for an immediate annuity or are entitled to an immediate annual allowance, under the Public Service Superannuation Act), and death as set out below.

- b) Service - Definition

For the purposes of this Article, the definition of service is:

- i) For employees hired on or after April 1, 1989, service will commence on date of full-time, continuing employment with Theratronics International Limited.
  - ii) For employees hired prior to April 1, 1989, service is considered to mean full-time continuing employment with Theratronics International Limited, its predecessors, and the "Public Service" as defined in the Public Service Superannuation Act, and also may include certain credited Royal Canadian Mounted Police and Canadian Armed Forces service.
- c) Employees planning to terminate employment should notify their supervisor in writing as far in advance as possible and at least two weeks in advance of the anticipated last day of work, except that, in the case of early retirement, the supervisor should be notified at least two months in advance of the anticipated last day of work. The supervisor will then initiate the appropriate action.

- 18.01 d) Termination is effective on the last day of work except in cases of death, disability or retirement:
- i) Where the employee dies, termination is the date of death.
  - ii) In the case of disability, it falls on the expiration of approved paid leave or leave without pay if applicable.
  - iii) In cases of retiring on an Immediate Annuity or Immediate Annual Allowance under the Public Service Superannuation Act, employees may extend their Company service (employment) beyond the last day of work through using earned vacation and/or furlough leave remaining to their credit provided they so advise their supervisor when giving notice of retirement.
- e) i) Employees are paid at the rate of  $\frac{1}{260}$  of current annual salary for each day of vacation and furlough leave credit earned but not used as of their date of termination.
- ii) An employee will be compensated for all vacation and furlough leave credits earned but not used, and all leave in excess of that earned will be recovered. However, if the termination is due to death, disability or lay-off and if the employee has used more vacation or sick leave than earned, then the amount used will be considered earned.
- f) Transferring to other Federal Public Service employment will not, for the purpose of this Article, be considered as termination of employment provided that any break in service is for less than 3 months, such break is not for reasons of dismissal for just cause or abandonment of position (absence without permission for seven consecutive days), and the department or agency to which the employee is transferring accepts the company service and leave credits for its own compensation / severance pay purposes.

- 18.01 g) Compensation on termination will be paid as set out in this Article provided that the employment ceases for reasons other than dismissal for just cause, abandonment of position (absence without permission for seven consecutive days), or transfer to other Federal Public Service employment as outlined in 18.01 f).

#### 18.02 **Layoff**

- a) An employee will accrue a severance compensation entitlement based on two weeks' pay for the first and one week's pay for each additional completed year of continuous service (less any period in respect of which severance compensation, retiring leave or a cash gratuity has previously been granted) up to a maximum of thirty (30) weeks' pay.
- b) When an employee has been notified in writing, of an effective date of lay-off, he will receive the benefits outlined in Article 18.02 a), even though the employee voluntarily terminates employment on a mutually-agreed date which is prior to the effective date mentioned in the letter.

#### 18.03 **Voluntary Resignation Before Retirement**

Employees hired on or before March 31, 1989 who voluntarily resign with ten or more years of continuous service will be granted severance compensation equal to 1/2 week's pay for each completed year of continuous service (less any period in respect of which severance compensation, retiring leave or a cash gratuity has previously been granted) up to a maximum of 15 weeks' pay. Employees hired on or after April 1, 1989 are not eligible for this benefit.

#### 18.04 **Retirement**

An employee who on termination is entitled to an Immediate Annuity or an Immediate Annual Allowance under the Public Service Superannuation Act, will be granted severance compensation equal to 1 week's pay for each completed year of continuous service (less any period in respect of which severance compensation, retiring leave or a cash gratuity has previously been granted) up to a maximum of 30 weeks' pay.

#### 18.05 Death

An employee will accrue a severance compensation entitlement based on one-half (1/2) week's pay per complete year of continuous service, less any period of severance entitlement previously granted, with a minimum of two (2) and a maximum of fifteen (15) weeks' pay.

Article 19

**DESIGNATED PAID HOLIDAYS**

19.01 a) There shall be eleven designated paid holidays each calendar year, to fall on Monday to Friday inclusive. During the life of this agreement, the designated paid holidays will be as follows:

|                |                               |
|----------------|-------------------------------|
| New Year's Day | Labour Day                    |
| Good Friday    | Thanksgiving Day              |
| Easter Monday  | Christmas Day                 |
| Victoria Day   | Boxing Day                    |
| Canada Day     | Additional Designated Holiday |
| Civic Holiday  |                               |

b) The date of observance of the eleventh designated paid holiday will be determined through company discussions with the Union.

19.02 An employee absent without pay on both his full working day immediately preceding and his full working day immediately following a designated holiday is not entitled to pay for the holiday.

19.03 The rate of pay for each designated paid holiday, except as modified in 17.05 c) ii) is the employee's normal hourly rate of pay times 7 1/2 hours. "Normal hourly rate of pay" is defined as 1/1950 of the employee's current annual salary.

i) Where the holiday falls on what would otherwise have been a scheduled day of work an employee will receive his normal pay for the day except where 17.05 c) ii) applies, for each designated holiday taken,

ii) Employees required to work on a designated paid holiday will receive the applicable overtime rate as per Article 22.04.

**Article 20**

**HOURS OF WORK**

20.01 The normal work week shall be thirty-seven and one-half hours Monday to Friday inclusive. The normal work day shall be seven and one-half hours exclusive of the lunch period.

20.02 The lunch period is recognized as thirty minutes for the normal work day.

**20.03 Normal Work Day**

8:00 a.m. to 12:00 noon  
12:30 p.m. to 4:00 p.m.

**Article 21**

**SALARIES**

21.01 The job classifications and their salary ranges are set out in Appendix "A".

21.02 a) The following salary scales are in effect April 1, 1995:

| <u>Range</u> | <u>Min</u> |          |          |          |          |          | <u>Max</u> |
|--------------|------------|----------|----------|----------|----------|----------|------------|
| R-1          | \$17,334   | \$18,199 | \$19,111 | \$19,875 | \$20,470 | \$21,085 |            |
| R-2          | \$20,018   | \$21,018 | \$22,069 | \$22,953 | \$23,641 | \$24,349 |            |
| R-3          | \$22,853   | \$23,994 | \$25,194 | \$26,201 | \$26,988 | \$27,798 |            |
| R-4          | \$26,196   | \$27,507 | \$28,882 | \$30,038 | \$30,938 | \$31,866 |            |
| R-5          | \$30,208   | \$31,717 | \$33,302 | \$34,636 | \$35,675 | \$36,743 |            |
| R-6          | \$34,398   | \$36,116 | \$37,923 | \$39,441 | \$40,622 | \$41,841 |            |
| R-7          | \$38,708   | \$40,645 | \$42,677 | \$44,384 | \$45,717 | \$47,087 |            |
| R-8          | \$43,353   | \$45,520 | \$47,795 | \$49,707 | \$51,197 | \$52,734 |            |
| R-9          | \$47,210   | \$49,571 | \$52,049 | \$54,132 | \$55,755 | \$57,428 |            |
| R-10         | \$52,215   | \$54,826 | \$57,569 | \$59,870 | \$61,666 | \$63,516 |            |

b) The following salary scales are in effect November 1, 1996 and employees' salaries will be increased accordingly.

| <u>Range</u> | <u>Min</u> |          |          |          |          |          | <u>Max</u> |
|--------------|------------|----------|----------|----------|----------|----------|------------|
| R-1          | \$17,767   | \$18,654 | \$19,588 | \$20,372 | \$20,982 | \$21,612 |            |
| R-2          | \$20,519   | \$21,544 | \$22,620 | \$23,526 | \$24,232 | \$24,958 |            |
| R-3          | \$23,424   | \$24,594 | \$25,824 | \$26,856 | \$27,663 | \$28,493 |            |
| R-4          | \$26,851   | \$28,195 | \$29,604 | \$30,789 | \$31,712 | \$32,663 |            |
| R-5          | \$30,963   | \$32,510 | \$34,135 | \$35,502 | \$36,567 | \$37,662 |            |
| R-6          | \$35,258   | \$37,019 | \$38,871 | \$40,427 | \$41,638 | \$42,887 |            |
| R-7          | \$39,676   | \$41,661 | \$43,744 | \$45,494 | \$46,859 | \$48,265 |            |
| R-8          | \$44,437   | \$46,658 | \$48,990 | \$50,949 | \$52,477 | \$54,052 |            |
| R-9          | \$48,390   | \$50,810 | \$53,350 | \$55,485 | \$57,149 | \$58,863 |            |
| R-10         | \$53,520   | \$56,197 | \$59,008 | \$61,367 | \$63,208 | \$65,104 |            |

- 21.02 c) The following salary scales are in effect April 1, 1997 and employees' salaries will be increased accordingly.

| <u>Range</u> | <u>Min</u> |          |          |          |          | <u>Max</u> |
|--------------|------------|----------|----------|----------|----------|------------|
| R-1          | \$18,211   | \$19,120 | \$20,078 | \$20,881 | \$21,507 | \$22,153   |
| R-2          | \$21,031   | \$22,082 | \$23,186 | \$24,114 | \$24,837 | \$25,582   |
| R-3          | \$24,010   | \$25,209 | \$26,469 | \$27,528 | \$28,354 | \$29,205   |
| R-4          | \$27,522   | \$28,900 | \$30,344 | \$31,559 | \$32,504 | \$33,479   |
| R-5          | \$31,737   | \$33,322 | \$34,988 | \$36,389 | \$37,481 | \$38,603   |
| R-6          | \$36,139   | \$37,944 | \$39,842 | \$41,437 | \$42,679 | \$43,959   |
| R-7          | \$40,668   | \$42,702 | \$44,838 | \$46,631 | \$48,031 | \$49,471   |
| R-8          | \$45,547   | \$47,824 | \$50,215 | \$52,223 | \$53,789 | \$55,404   |
| R-9          | \$49,600   | \$52,080 | \$54,684 | \$56,872 | \$58,578 | \$60,335   |
| R-10         | \$54,858   | \$57,601 | \$60,483 | \$62,901 | \$64,788 | \$66,731   |

- d) The following salary scales are in effect April 1, 1998 and employees' salaries will be increased accordingly.

| <u>Range</u> | <u>Min</u> |          |          |          |          | <u>Max</u> |
|--------------|------------|----------|----------|----------|----------|------------|
| R-1          | \$18,667   | \$19,598 | \$20,580 | \$21,403 | \$22,044 | \$22,706   |
| R-2          | \$21,557   | \$22,634 | \$23,766 | \$24,717 | \$25,458 | \$26,221   |
| R-3          | \$24,610   | \$25,839 | \$27,131 | \$28,216 | \$29,063 | \$29,935   |
| R-4          | \$28,210   | \$29,622 | \$31,103 | \$32,348 | \$33,317 | \$34,316   |
| R-5          | \$32,531   | \$34,156 | \$35,863 | \$37,299 | \$38,418 | \$39,568   |
| R-6          | \$37,043   | \$38,893 | \$40,838 | \$42,473 | \$43,746 | \$45,058   |
| R-7          | \$41,685   | \$43,770 | \$45,958 | \$47,797 | \$49,232 | \$50,708   |
| R-8          | \$46,686   | \$49,020 | \$51,470 | \$53,529 | \$55,134 | \$56,789   |
| R-9          | \$50,840   | \$53,382 | \$56,051 | \$58,294 | \$60,042 | \$61,843   |
| R-10         | \$56,230   | \$59,041 | \$61,995 | \$64,473 | \$66,408 | \$68,400   |

- 21.03 Each of the ranges will be administered on a service progression basis subject to satisfactory performance as follows:

- a) An employee appointed to a position will on the first day of the twelfth month following the appointment and each subsequent year receive a salary increase to the next step of the salary range until the employee reaches the maximum.



21.03            b)            Appointment to a different job classification in the same salary range will not be considered a new appointment for salary administration purposes.

21.04            An employee who is promoted to a higher classified job will receive a salary increase which places the employee on an appropriate step in the new salary range. The salary increase will be a minimum of \$1000.

21.05            The evaluation of new or revised jobs within the bargaining unit will be discussed with the Union. The Company and the Union may each have up to three representatives present. One of the Union representatives may be a Public Service Alliance representative. Disputes with respect to the evaluation of a job, if not resolved in these discussions, may be referred to the Grievance procedure commencing at Step 3.

21.06            Acting Pay

a)            When an employee is required by the Company to perform the duties of a higher classification level on an acting basis for a period of at least 10 consecutive working days, he shall be paid a premium rate as set out below for the period of the assignment.

The premium rate shall be the greater of the following:

- 1)            The minimum of the range for the assigned position.
- 2)            The employee's salary increased by 4% of the maximum of the assigned range, rounded to the nearest \$25.
- 3)            The employee's present salary increased by 4 % rounded to the nearest \$25.

- 21.06      b)      It is understood that any period of paid sick leave or Company paid holiday(s) which may occur during an acting assignment will not be considered to be part of the 10 consecutive working days referred to in 21.06 a) above. However, such leave will not be deemed to interrupt the assignment for the purposes of establishing the 10 consecutive working day period, provided the employee returns to the acting assignment immediately upon his return to work.
- 21.07      The Company shall not alter time cards or overtime sheets without first reviewing with the employee.

**Article 22**

**OVERTIME**

**22.01 General Regulations**

- a) All authorized overtime work other than described elsewhere in this Article, shall be compensated for at the standard overtime rate of time and one-half, which is defined to be a payment of one and one-half times the normal hourly rate of pay for each hour of overtime work performed.
- b) For the purposes of this Article, “normal hourly rate of pay” is defined to be 1/1950 of the employee’s current annual salary and “overtime work” is to be read as excluding the time allowed for a meal period where taken.
- c) The Company shall make every reasonable effort to distribute overtime equitably among qualified employees in each classification. No employee will be required to work overtime when sufficient qualified employees are willing and available to do the work.
- d) The Company shall make every reasonable effort to give employees who are required to work overtime reasonable advance notice of this requirement.
- e) Upon request of an employee and with the approval of the Company, overtime may be compensated in leave with pay. When this method is used, the leave with pay will be equivalent to the appropriate overtime rate and shall be granted by the Company at times convenient to both the employee and the Company.
- f) When an employee has worked 10 hours of overtime in one week for which he has been compensated at the standard overtime rate of time and one-half, subsequent overtime will be compensated at double time. For this purpose the week begins and ends at 00:01 a.m. Monday.

22.02 An employee who is required to work overtime will not be paid for overtime work of one-half hour or less. However, should the overtime work period extend beyond one-half hour, payment will be calculated to the nearest half-hour.

22.03 **Overtime On Days of Rest**

Authorized overtime work performed on the first day of rest shall be paid at the rate of time and one-half for the first 7 1/2 hours and double time thereafter. Authorized overtime work performed on the second or subsequent days of rest shall be paid at the rate of double time.

22.04 **Overtime on Designated Paid Holiday**

An employee who is required to work overtime on a designated paid holiday shall, in addition to normal salary, be paid for all such work at the rate of double time.

22.05 **Overtime on Off-Site Assignments**

An employee on an off-site assignment shall be paid at the rate of double time for hours worked beyond twelve in any period of continuous work. "Site" is defined as property occupied by the Company in the National Capital Region. (Travel does not constitute work.)

22.06 **Callouts and Overtime Between Regular Work Periods**

Employees who have completed regular periods of work and have left the work premises and are required before their next regular work period to perform extra service which does not continue until the start of that period, will receive pay for a minimum of two and one-half hours at time and one-half.

22.07 **Meal Period Compensation**

In addition to compensation for the meal period as outlined below, a meal allowance will also be payable when the employee has not received 24 hours' advance notice of the overtime to be worked and such overtime work extends over a normal meal period.

a) **Overtime on a Normal Work Day**

- i) When an employee is required to carry out more than 1/2 hours of overtime work immediately before or immediately following his normal daily hours, he will be paid at the overtime rate and will be provided with the meal allowance in 22.07 c) below.
- ii) Where the employee is required to do more than 3 hours' work immediately before or immediately after the normal work period, he will be required to take a 1/2 hour meal period. This meal period may be taken anytime after 2 hours have been worked and will be paid for at the standard overtime rate provided the combined overtime work and meal period extends beyond 3 1/2 hours or more.

b) **Callouts and Overtime Between Regular Work Periods**

In relation to 22.06, if the work extends over a normal meal period, the employee will be given a meal allowance and permitted to take an unpaid meal period of from 1/2 to 1 hour. Where the work period exceeds 3 hours, the employee will be paid 1/2 hour at time and one-half for the meal period.

c) **Meal Allowance**

The authorized meal allowance is \$9.00 (\$9.50 effective April 1, 1997, \$10.00 effective April 1, 1998), claims for which are to be made on regular petty cash forms and paid after appropriate authorization by the employee's manager.

22.08 **Travelling To and From Outside Assignments**

When an employee is travelling to an outside assignment, or returning from such assignment, he shall receive compensation for actual time spent in travelling, on the following basis:

- a) When an employee travels on a day that is not his day of rest,
  - i) he shall receive, subject to ii) immediately following, his normal salary but no additional compensation;
  - ii) he shall, if he has worked on that day and is required to travel outside his normal hours of work, be additionally compensated at his regular rate for any time he is required to spend in travelling outside-his normal hours of work, to a maximum of six hours' pay at the regular rate.
- b) When an employee travels on his day(s) of rest and does not receive other overtime compensation he shall receive for any one day, overtime pay at time and one-half for the actual time spent in travelling, to a maximum of one day (7 1/2 hours) at time and one-half.
- c) When an employee works and travels on a day of rest he shall be paid as follows:
  - i) overtime pay at the applicable rate for the period of overtime worked;
  - ii) time and one-half for travel time which, when added to the time for which he receives overtime compensation for other reasons, does not exceed 7 1/2 hours; -
  - iii) normal hourly rate of pay to a maximum of 6 hours for travel time in excess of ii) above.

- 22.08 d) When he travels on one of his days of rest and receives other overtime compensation for a period of 7 1/2 hours or more for the day, he will be paid at his normal rate for the actual time spent in travel to a maximum of six hours.
- e) Travel on a Company paid holiday will be considered travel on a day of rest.
- 22.09 a) When an employee is sent by the Company on an outside assignment with the main purpose of learning about new developments, techniques, equipment, etc., or to deliver a paper, he will receive full normal salary, but will be ineligible for additional compensation.
- b) When an employee is sent by the Company to such convention, conference or exhibition to perform duties such as assembling, operating or acting as an attendant to a Company exhibit, overtime will be paid in accordance with the foregoing provisions of this Article.





- 23.02
- c) It is the responsibility of the Union to advise the Company in advance of any change in its monthly dues.
  - d) When a bargaining unit member leaves the employ of the Company, the Company shall forward written notification of termination to the Union, and the Union shall send the Company a receipt for same.

Article 24

**PRINCIPLES COVERING LENGTH OF SERVICE**

24.01 The skill and experience of an employee and his capacity to perform the required task shall be the determining factors in selecting employees in

- 1) cases of vacancies created by transfers and increases in the working force, and
- 2) the promotion of employees to higher classifications.

Where two (2) or more employees are approximately equally qualified, seniority as defined hereafter shall 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.

24.02 a) **Seniority Credits**

For the purposes of this Article seniority shall be based on the following:

- i) The seniority of an employee shall include the employee's full period of service as recognized by the parties on the seniority list dated October 15, 1986. This shall be credited to the employee and will continue to accrue.
- ii) For each employee who enters the bargaining unit on or after October 15, 1986 seniority shall date from entry into the bargaining unit upon completion of a probationary period of ninety (90) working days (excluding all leave excepting designated paid holidays).

- 24.02
- b) The Company recognizes the desirability in general, of retaining employees with longer continuity of service, and the Union recognizes that the Company must maintain an effective working force.
  - c) The Company shall provide written notice of lay-off to the Union and to each employee so affected as far in advance of the lay-off as is practicable. Cases of contemplated lay-off will be discussed by representatives of the Company with representatives of the Union to explore ways of assisting affected employees in obtaining suitable employment within or outside the Company.
  - d) Lay-offs will be in reverse order of seniority in the classification affected provided that the senior employees have the skill, experience, and capacity to perform the remaining work. In these circumstances a reasonable period of familiarization will be provided.
  - e) An employee who is designated for lay-off in accordance with Article 24.02 d) will have the alternative of being laid off or displacing an employee with less seniority, in an alternate classification in the same or lower salary range, provided the employee designated for lay-off has the skill, experience, and capacity to perform the required work. In these circumstances a reasonable period of familiarization will be provided.
  - f) A laid-off employee shall be retained on a recall list for a period equal to the amount of seniority to his credit or two years, whichever is less, except where he requests in writing that his name be removed from the recall list, or returns to work with the Company, or fails to notify the Company within five working days of recall of his intention to return to work, or fails to return to work within ten working days of recall.
  - g) Recalls shall be made from the recall list in reverse order of lay-off provided that the eligible person has the skill, experience and capacity to perform the work after a reasonable period of familiarization.

- 24.02 h) Notification of recall shall be sent by registered mail to the person's last known address. It shall be the responsibility of each person on a recall list to advise the Human Resources Division of any change in his address.
- 24.03 Seniority will continue to accumulate during all Company-approved periods of leave of absence whether with or without pay, but not while on a recall list following lay-off.
- 24.04 An employee's service and seniority shall be terminated:
- a) Upon departure from the Company (i.e. by resignation or discharge) ;
  - b) When an employee has been laid off for a period equal to the amount of seniority to his credit, or two years, whichever is less;
  - c) If a laid-off employee fails to comply with 24.02 f), or request in writing that his name be removed from the recall list.
- 24.05 An employee who accepts a position within the Company outside the Bargaining Unit shall retain but not accrue seniority for a period of 9 months.

**Article 25**

**RECORDED DISCIPLINARY REPRIMANDS**

25.01 Before a supervisor places a disciplinary reprimand on an employee's file, it will first be shown to the employee. The employee, or if the employee refuses, an officer of the Union, will acknowledge that this has been done by placing his signature on the document.

25.02 a) A disciplinary notation on an employee's file will be removed after three years of employment following the incident giving rise to the notation, provided there has been no further disciplinary action during the period.

In the case of a suspension, the disciplinary letter outlining the circumstances of the suspension will be removed from the employee's file after five years of employment following the incident giving rise to the suspension, provided there has been no further disciplinary action during the period.

b) The time limits for removal of disciplinary letters referred to in 25.02 (a) may be reduced by mutual agreement of the Company and the Union.

**Article 26**

**HEALTH AND SAFETY**

- 26.01 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 to promote enforcement of health and safety rules and regulations.
- 26.02 The Company shall continue to make all reasonable provisions for the occupational health and safety of employees. The Company will welcome suggestions from the Union and the parties will undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques to minimize the risk of occupational injury and illness.
- 26.03 To this end the Company will continue to form Joint Occupational Health and Safety Committees of equal representation of management and non-management personnel at appropriate locations throughout the Company. A current list of names of the Committee members will be posted. 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 one Union member on the Accelerator Area Safety and Health Committee and one member on the Occupational Safety and Health Committee. For each Committee, there is a management Co-Chairperson and an employee representative Co-Chairperson selected from among the members of the Committee by the members which represent the employees;

- 26.03 c) receive, for their respective areas, on a monthly basis, the monthly, year-to-date and lifetime exposure of employees of the bargaining unit. Names will not be listed.
- 26.04 A Union representative will participate in the investigation of all hazardous occurrences and radiation incidents involving the bargaining unit.
- 26.05 The existence of health and safety hazards in the work place is subject to the Grievance and Arbitration procedures of the Agreement.
- 26.06 a) With respect to conditions in the work place, the Company agrees to furnish requested health and safety information in its possession to the Union, and where this information affects employees in the Bargaining Unit. When requested to do so, this information will be provided in writing.
- b) Each employee shall have access to his personal radiation dose records.
- 26.07 All atomic radiation workers will receive instruction on radiation safety. The Atomic Energy Control Regulations define an atomic radiation worker as:
- a) any person who in the course of his work, business or occupation is likely to receive a dose of ionizing radiation in excess of any dose specified in column IV of Table 1 to Schedule II, or an exposure to radon daughters in excess of an exposure specified in column II of Table 2 to Schedule II, and
- b) any person specified as an atomic radiation worker pursuant to subsection 17(4)."
- 26.08 Employees will be instructed and trained in the duties they are required to take in response to emergencies.

- 26.09 The Company will continue to maintain a complement of certified First Aiders. The names and locations of these individuals will be posted on bulletin boards throughout the Company.
- 26.10 Part II, Safety of Employees, Section 128 of the Canada Labour Code, will apply in any case of refusal to work due to imminent danger.



**Article 27**

**TECHNOLOGICAL CHANGE**

- 27.01 The Company will notify the Union as far in advance as is practicable of any significant technological change which may adversely affect the employment status or working conditions of employees.
- 27.02 All questions relating to technological change that the parties are unable to resolve shall be dealt with under the provisions of the Canada Labour Code, Part I.

**Article 28**

**BARGAINING UNIT WORK**

28.01 The Company agrees to recognize the jurisdiction of bargaining unit work and shall ensure that only employees of the bargaining unit perform such work. Bargaining unit work is all those duties and functions normally and through established practice performed by members of the bargaining unit.

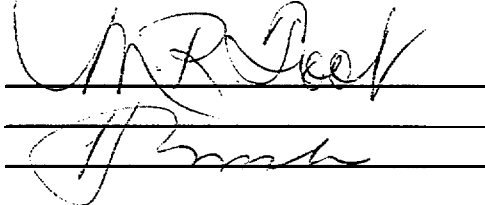
Notwithstanding the above, the Company may use non-bargaining unit employees to do bargaining unit work in an emergency and contracting out will be governed by Item 5 of the Supplementary Letter.

Article 29

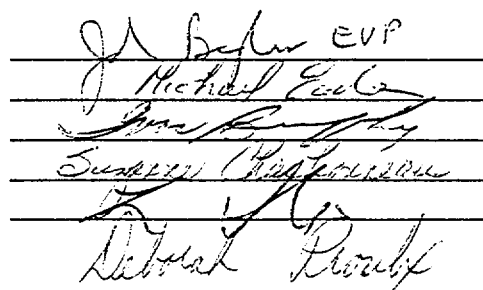
DURATION AND AMENDMENT OF AGREEMENT

- 29.01 This agreement when signed by the parties hereto, shall become effective from April 1, 1995 to March 31, 1999, and from year to year thereafter, unless amended or terminated in the manner provided herein.
- 29.02 All other new or changed provisions shall become effective on date of ratification unless otherwise specified.
- 29.03 If either the Company or the Union desires to terminate or amend this agreement it must notify the other party in writing in accordance with the provisions of the Canada Labour Code. Whenever notice is given for proposed amendments, the nature of the proposed amendments desired must be specified and until satisfactory conclusion is reached in the matter of the proposed amendments the original provisions shall remain in effect.
- 29.04 IN WITNESS WHEREOF the parties have this *22nd* day of November, 1996 executed this Agreement by the hands of their proper officers.

On Behalf of  
THERATRONICS  
INTERNATIONAL  
LIMITED

  
\_\_\_\_\_  
\_\_\_\_\_

On Behalf of  
THE PUBLIC SERVICE  
ALLIANCE OF CANADA  
LOCAL 70106

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX "A"**  
**JOB CLASSIFICATIONS**

| <b>Salary Range</b> | <b>Classification</b>   |
|---------------------|---|
| 4                   | Junior Draftsperson<br>Production Control Expeditor<br>Junior Technician  |
| 5                   | Development Technician I<br>Draftsperson<br>Model Shop Technician<br>Unit History Technician<br>Senior Production Control Expeditor   |
| 6                   | Graphics Designer<br>Planner-Scheduler<br>Designer<br>Development Technician II<br>Licensing Co-ordinator<br>Production Planner<br>Senior Model Shop Technician<br>Technical Illustrator<br>Technical Writer<br>Quality Assurance Technician<br>Production Control Planner<br><br>Radiographer<br>Senior Architectural Planner<br>Senior Designer<br>Senior Design Checker<br>Design Leader<br>Engineering Documents Co-ordinator<br>Senior Development Technician<br>Senior Design-Development Technician<br>Senior Licensing Co-ordinator<br>Senior Production Planner<br>Medical Service Co-ordinator<br>Senior Quality Assurance Technician |
| 8                   | Design Specialist<br>Production Planning Technologist   |



Mr. L. A. Fucile,  
The Public Service  
Alliance of Canada,  
233 Gilmour Street,  
Ottawa, Ontario.

November 22, 1996

Dear Mr. Fucile:

This will record the agreement of Theratronics International Limited and the Public Service Alliance of Canada, on the following items in addition to, or in clarification of, matters covered in the current Collective Agreement.

The Company and Union accept that the items in the Supplementary Letter are subject to the grievance and arbitration procedures of the Agreement.

### **1. Job Descriptions**

- 1) The parties agree that management has the sole discretion in deciding the duties, responsibilities, and qualifications for all jobs within the bargaining unit.
- 2) In order to achieve understanding and agreement on the accurate description of jobs, subject to 1) above, the parties agree to continue the following procedure within the term of this Collective Agreement.
  - i) All new or revised job descriptions will be **written** on the standard job description form.

- ii) A Joint Job Description Review Committee will continue, made up of three Company and three Union representatives (one of whom may be a Public Service Alliance representative) which will review all new or revised job descriptions within the bargaining unit. The Supervisor of the job concerned and the incumbent may attend the meetings of the Committee if requested. Should the Committee fail to agree on the accurate description of a job it will be referred to a Company and a Union representative for resolution. At the conclusion of these deliberations a copy of the job description will be provided to the Union.
- iii) Where new or additional duties are added to an employee's job description, the Company will determine and provide the training which may be necessary for the employee to perform the assigned duties.

## **2. Classification Grievance**

In addition to the Job Description, evidence as to the duties actually performed would be relevant and admissible evidence in the Grievance and Arbitration procedures of the Collective Agreement.

- 3. An incumbent as of the date of ratification of this Agreement shall not be adversely affected by a change in the job qualifications when the duties and responsibilities of this job have not changed.

## **4. Crossing a Picket Line**

In the circumstances of a lawful strike by another union, the Company will not expect an employee to cross a picket line to do work normally performed by those persons on the picket line or if to do so would place the employee's life, limb or personal property in jeopardy.

## **5. Contracting Out**

It is the intent of Company that contracting out will not adversely affect employees in the bargaining unit. If any dispute arises with respect to this policy, the matter will be discussed forthwith by representatives of the Company and the Union, and may then, at the option of the Union, be dealt with under the grievance procedure as outlined in Article 11 commencing at Step 2.

## **6. Posting of Competitions**

It is the intent of the Company to continue its present practice regarding the posting of competitions for non-bargaining unit positions.

## **7. Existing Practices or Privileges**

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.

## **8. 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.



## **9. Dental Plan**

Should the Dental Plan referred to in **Article 15.04** be upgraded during the term of this agreement, such upgrading will be extended to the bargaining unit.

## **10. Article 16**

The Public Service Superannuation Act, cannot be extended to a private company. Therefore, in anticipation of a sale of the company, representatives of management and the Union agree to participate with representatives of other employee groups in the development of a new pension plan. The committee will recommend to their respective principals, a pension plan suitable for effect in the event the Company is purchased by employees. This committee may also consider the Group Insurance Plans in Article 15 in the course of their discussion and may, if appropriate, recommend changes for the consideration of their principals.

11. Notwithstanding Article 29.03 of the collective agreement, the Company and the Union may, by mutual consent, amend provisions of the agreement during its term.

## **12. 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.

## **13. Workers' Compensation Payments for Temporary Total Disability**

It is the Company's intent to review the administration practises 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.)

**14. Automatic Pay Deposit**

Effective not later than the first pay period of March 1997, employees will be paid through automatic pay deposit. As pay will automatically be transmitted to each employee's personal bank account, there will no longer be automatic across-the-board advancing of pays during periods of shutdown.

The provisions for individual Advance Payment as may be required under Article 17.03 e) will continue to apply.

15. Upon ratification of the Memorandum of Agreement for a collective agreement to be effective from April 1, 1995 to March 31, 1999, a \$600. lump sum payment, less required deductions, will be paid to each member of the bargaining unit.

**16. Employee Benefit Plans**

In conjunction with representatives from other employee groups, the Company and the Union may periodically review Employee Benefit Plans.

It is understood that any proposed changes impacting Article 15 of the collective agreement will be subject to mutual consent of the Company and the Union as outlined in Item 11 of the Supplementary Letter.

Yours truly,



M.R. Foot  
Director, Human Resources  
Theratronics International Limited

ACCEPTED:   
For the Public Service Alliance of Canada

November 22, 1996

Mr. L. A. Fucile  
 The Public Service  
 Alliance of Canada  
 233 Gilmour Street  
 Ottawa, Ontario

Dear Mr. Fucile:

RE: 1996 & 1997 PROFIT SHARING PLAN

Following confirmation by the auditors of the Business Plan Net Income results, the Company will pay to eligible employees, by May of the following year, a lump sum as outlined below:

| <u>Net Income Achieved After<br/>Payment of Profit Sharing and<br/>All Other Expenses</u> | <u>Lump Sum Payment<br/>On Base Salary as of<br/>December 31</u> |
|---|--|
| less than 100%  | 0  |
| 100%  | 3.0%   |
| 120%  | 4.0%   |
| 150% and above  | 5.0%   |

The lump sum payment will be pro-rated to the nearest 0.1% for net income falling between the points above (i.e. for a net income of 110% of Plan the lump sum payment would be 3.5%).

The total amount payable will not exceed 50% of "Net Income Achieved" nor will any payout be made if this would result in a negative retained earnings position. Therefore, if necessary, the total amount payable will be reduced to meet these provisions.

. . . . 2

413 March Road  
 P.O. Box 13140  
 Kanata Ontario Canada  
 K2K 2B7  
 (613) 591-2100  
 Fax (613) 591-0518

*The lump sum payment is based on an employee's December 31 annual base salary or on hourly paid employee's December 31 hourly rate times 2080. Eligibility for receipt of this payment further requires:*

- 1. That the employee has been employed by Theratronics throughout the fiscal year for which the payment was earned or, if employed for only part of the fiscal year, the payment will be proportionate to the length of employment during that year (i.e. employment commenced July 1, payment reduced by 50%)*

AND

- 2. The employee must continue to be employed by Theratronics at the time the payment is made to all employees. However, the employee shall be entitled to receive payment proportional to the length of employment during the applicable fiscal year (i.e. worked to June 30, payment reduced by 50%) if he/she on termination was entitled to an immediate PSSA annuity or an immediate PSSA annual allowance.*

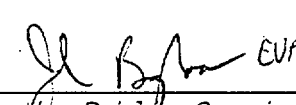
*With respect to 1998, it is the Company's intent to continue a Company-wide profit sharing plan. The applicable provisions of such plan will be determined and offered to the Union on behalf of members of the bargaining unit.*

*Yours truly,*



**Margaret R. Foot**  
*Director, Human Resources*

ACCEPTED:

 <sup>EVP</sup>  
\_\_\_\_\_  
*For the Public Service Alliance  
of Canada*