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AGREEMENT

Between

MDS NORDION INC.

And

THE PUBLIC SERVICE ALLIANCE OF CANADA
(Local 70367 of The National Component)

For The **Period**

April 1, 2005 to March 31, 2008

Ottawa, Ontario

12590(03)

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AGREEMENT
Between
MDS NORDION INC.

Hereinafter known as "*The Company*"
And
THE PUBLIC SERVICE ALLIANCE OF CANADA
(Local 70367 of The 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 in its operations as described in the certificates issued by the Canada industrial Relations Board (formerly the Canada Labour Relations Board) on January 23, 1996 (Board File 530-2484) and May 5, 1989 (Board Files 530-337 and 530-1732). The classifications that comprise the bargaining unit are, for greater certainty, listed in Appendix "A".
- 1.02 The word "employee" as used hereinafter 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 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.

The Employer undertakes to exercise its rights of discipline and discharge in a fair and reasonable manner.

- 4.02 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 5
COMPANY RULES

- 5.01 The Company **will** forward to the President of **the Union** a copy of all Standard Policies **and** Procedures **affecting** employees, **and** amendments thereto, immediately as they are issued.
- 5.02 **New Corporate** policies **and** procedures **that** may affect **working** conditions 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 Policy and Procedure which conflicts with the terms of this Agreement, it may offer to apply the new or revised Standard Policy **and** 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.
- 6.02 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.

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 **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 120 person days per agreement year, shall be made available to Local 70367 for the purpose of **its** members attending union conventions and conferences. Normally, not more than three (3) 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 (2) weeks in advance.
- 7.08 Leave of absence without pay, for a period not exceeding one (1) year, **may** be granted to employees when elected or appointed to a full-time Union office. Such leave shall be limited to one (1) 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 (1) year, **an** additional period of time may be granted at the discretion of the Company.
- 7.09 Leave with pay shall be granted to up to six (6) employees of the bargaining units to participate in negotiations with the Company but this will not apply to any negotiations after an application for conciliation has been made.
- 7.10 When an employee is on leave without pay for up to five (5) working days for the purposes **of** union activities, pursuant to article 7.07, all **regular** salary and benefit payments will continue to be paid by the Company and shall be repaid to the Company by the local **within** thirty (30) days.

- 7.11 The Company will provide Local 70367 with non-exclusive office space renewable on a yearly basis and subject to operational requirements. The provision **of** such office space will not be unreasonably withdrawn.
- 7.12 The Company will provide the President of the Local with the opportunity to have one (1) hour every quarter to meet in a group **with** all new union employees hired in that quarter.

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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
UNION COMMUNICATION

- 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.
- 9.03 The **Company** agrees that employees can use email to communicate with the Union. **It** is also agreed that the employees can access the Union website in accordance **with** the **Company** policy.

ARTICLE 10
COMPANY-UNION COOPERATIVE COMMITTEE

- 10.01 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 five (5) union representatives and **up** to five (5) Company representatives. A Company and **a** Union representative shall be designated as co-chairs 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 (1) 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 Representative of the Company and signed by the co-chairmen within two (2) 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 and shall mean Monday to Friday, not including holidays.
- (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.
- (d) Any grievance not filed in writing with the Supervisor within ten (10) 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.
- (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:

Complaint

An employee who has a complaint must attempt to discuss it orally with their 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 their 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 their 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 (2) 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 (2) further days.
- (b) The discussion and decision made on each grievance shall be limited to the matters raised by the written grievance.
- (c) Within three (3) days 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.

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 (3) days after return of the grievance. Up to two (2) Union representatives may attend. The grievor 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 (3) days of the meeting.

- (b) Within **three (3)** days after the Union has received an answer from **this** level of supervision, the grievance forms shall be returned to them 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 **(15)** days of the date of the Step 2 answer, request a Company-Union meeting to be held within ten (10) days.
- (b) At the time the 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) Subject to the numbers as determined by the Employer, the parties recognize the principle of equal representation. Normally, the Union will be represented by up to three (3) union officers. The grievor 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 (10) days after **the** meeting. **If** no response is made by the Union to this decision within ten (10) 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 Vice-president, 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 up to **three (3)** Union representatives, the Public Service Alliance of Canada representative, and the grievor. The Vice-president, Human Resources or other designated Company representative will submit a decision in writing to the Union within three **(3)** 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 ten (10) working 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.

11.08 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.

ARTICLE 12
ARBITRATION

- 12.01 Within ten (10) 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 disciplinary reprimand, 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 Vice-president, Human Resources or designate, and in a case against the Union, by mailing a copy to the President of the Union.
- 12.02 Within ten (10) working days after notice of arbitration **has** been served in accordance with clause 12.01 the matter will be referred as follows:
- (a) The matter will be referred to a single arbitrator mutually agreed to by the parties. if the parties cannot agree with an arbitrator within ten (10) days, either party **may** request the Federal Minister of Labour to appoint an arbitrator.
 - (b) The decision of the arbitrator shall be final and binding on all parties concerned.
- 12.03 The cost of the single arbitrator, and all other incidental costs shall be borne equally by both parties.
- 12.04 The arbitrator shall have no power to add to nor to submit from nor to modify the **terms** of the 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, in addition **to** the arbitrator's ability to make an award as outlined in 11.05 (b), the arbitrator shall also have the same discretion to fashion such award or remedy as deemed appropriate in the circumstances.
- 12.05 The arbitration decision should be rendered **as** soon **as** possible.

ARTICLE 13
POSTING OF COMPETITIONS

13.01 The Company will post notices of all vacant and newly created positions it intends to fill within the bargaining unit at least six (6) 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. However, in the case of temporary vacancies not exceeding thirteen (13) weeks due to vacation leave or other leave authorized by this collective agreement, posting of the vacancy will not be required. In all cases of temporary vacancies due to pregnancy or parental leave granted in accordance with the Canada Labour Code, posting of the vacancy will not be required.

13.02 The unsuccessful applicants shall be advised verbally by the hiring supervisor as soon as possible following receipt of the written acceptance of the position from the successful candidate. However, such verbal notification shall not exceed ten (10) working days from the posting of the successful candidate names on the original job posting.

The Company will advise the unsuccessful candidate(s) of their right to an interview to discuss the competition results, but it is understood that the employee has the option to refuse such interview.

13.03 The Union shall be supplied with a list of applicants for each position, including indication of the successful applicant.

13.04 Prior to the posting of any vacancy that may be filled by transfer, the parties shall consult in order to determine if there is any need to post.

13.05 (a) To facilitate internal mobility, employees classified at a higher level may apply for a transfer at level, to positions posted at a lower rating if the posted position is one for which progression to the higher classification is standard.

(b) Notwithstanding (a) above, the selection criteria established in 24.01 will prevail.

(c) The successful transferring employee will transfer to the rating of the posted position. If, after 60 working days, or any time thereafter, the employee has demonstrated their ability to perform the requirement of the job corresponding with their previous level, the employee will revert to their previous classification level.

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 Hospital and Medical Allowance

The Company will pay 50% of the premium cost of the SunLife Health Semi-Private Hospital Supplement and Extended Health Care Plans (Group No. 22128).

15.02 Life Insurance

The Company will pay 100% of the premium cost of the SunLife plan 22128.

15.03 Long Term Disability

The Long Term Disability Insurance Plan will apply to all employees commencing employment on or after August 1, 1979 and those on strength prior to this date who have elected for coverage. Upon expiration of the Intermediate Term Coverage, participating employees will receive long term disability benefits in accordance with SunLife policy 22128. The Company will pay 50% of the premium cost of this policy.

15.04 Dental Plan

The Company pays 100% of the premiums of a Dental Care Plan, which provides:

- (a) Basic Preventative Care with 80% reimbursement of the amount shown in the current year's Dental Association Fee Guide. Adult recall examinations every nine (9) months. For the purposes of recall examination only, adults are considered to be those individuals who are eighteen (18) years and over.
- (b) Major Restorative Care which includes prosthodontic services - removal, prosthodontic services - fixed, and restorative services, which include porcelain crowns. Reimbursement is at 50% of the amounts shown in the current year's Dental Association Fee Guide, subject to a maximum of \$2,000.00 per insured individual per year.
- (c) Orthodontia coverage, per dependant children under the age of eighteen (18) years. Reimbursement is at 50% of the amounts shown in the current year's Dental Association Fee Guide, subject to a lifetime maximum of \$2,000.00 per insured person.
- (d) Should the Dental Plan referred to above be upgraded during the ~~term~~ of this Agreement for employees of MDS Nordion such upgrading will be extended to the Bargaining Unit.

15.05 Vision Care Program

For those individuals who are enrolled in the Extended Health Care Plan under Article 15.01, the Company shall **pay** the premium cost of the Vision Care Plan which provides reimbursement of up to two hundred and **fifty** (\$250.00) dollars **per** insured individual every twenty-four (**24**) months. The Company further agrees **to** grandparent those individuals who are not enrolled in **the** Extended

Health Care Plan by maintaining their reimbursement of two hundred and fifty (\$250.00) dollars per individual to the end of this collective agreement.

15.06 Spouse will include same sex spouses for the purposes of the application of this article.

ARTICLE 16
RETIREMENT INCOME/PENSION PLAN

16.01 All eligible employees **shall** participate in a retirement income/pension plan which has been and will be determined by the Company for the benefit of all employees. In the event that the Pension Plan **is** to be amended by the Company, a company-wide consultative process will be established to develop recommendations. Unionized employees will be represented by members of Local 70367 on a proportionate basis to the overall company/employee population.

The Pension Plan effective November 9, 1991, **is** outlined **in** the Letter of Understanding dated November 25, 1991.

16.02 The Company will provide each employee **with an** annual retirement/income pension statement.

ARTICLE 17
LEAVE PLANS AND REGULATIONS

17.01 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 purpose of this Article, service is considered to mean:

- (a) For employees of MDS Nordion Inc, hired prior to April 1, 1989, Service is recognized by the parties as defined on the years of service list “attached as Appendix B” of this Agreement.
- (b) For employees of Theratronics International Limited, hired prior to July 19, 1999, service is recognized by the parties as defined on the “years of service list” attached as Appendix “C” of this Agreement.
- (c) For employees hired on or after the dates outlined in 17.02 (a) and (b) above, service commences on the date of employment.

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.
 - (ii) Consistent with efficient operations, the Company may require a group of employees to take their vacation at a fixed period provided the Company informs the employees of its intention by April 1st of the year involved (and not less than six (**6**) months in advance of such a period). Under this condition, 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.

(c) Vacation Leave With Pay Credits

- (i) During their first year of service, employees will earn vacation leave credits at the rate of 1 1/4 days **per** month, for each full month **of** employment for which they receive a minimum **of** ten (10) days’ salary. After six (**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 six (**6**) months or more service by April 1 **will** be credited with annual vacation leave as follows, except as noted in (iii) below:

CONTINUOUS SERVICE BY APRIL 1, 2007	VACATION LEAVE CREDITS EFFECTIVE APRIL 1, 2007
½ but less than 7 years	112.5 hours
7 but less than 8 years	120 hours
8 but less than 9 years	127.5 hours
9 but less than 10 years	135 hours
10 but less than 13 years	150 hours
13 but less than 15 years	157.5 hours
15 but less than 19 years	165 hours
19 but less than 20 years	180 hours
20 years but less than 25 years	187.5 hours
25 years but less than 26 years	195 hours
26 years but less than 28 years	202.5 hours
28 years but less than 30 years	210 hours
30 years but less than 32 years	217.5 hours
32 years or more	225 hours

(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 ten (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.

(e) Advanced Payment

An employee can receive vacation pay **up** to one (1) 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 (1) 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 ten (10) **working days** prior to **the day** for which **it is** requested.

(iv) No more than two (2) 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 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 (5)** consecutive working days the employee must submit a medical certificate signed by the attending physician. **A** maximum of **ten (10)** days' absence without a medical certificate **is** allowable during each leave year, April 1 – March 31.
 - (i) in the case of a dental, eye or medical appointment, **an** employee will be entitled to use sick leave.
 - (ii) A medical certificate is a document satisfactory to the Vice-President, Human Resources, such as a statement signed by a physician.
- (b) Sick leave will accumulate as outlined below:
 - (i) **All** employees will receive a credit of **fifteen (15)** days on commencing employment and a credit of six **(6)** days on each subsequent April 1st, except that those employees who commence on or after October 1st will receive a credit of three **(3)** days on April 1st following.
 - (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 six **(6)** days if the employee's return **was** prior to October 1st, or three **(3)** days thereafter.
- (c) **Intermediate Term Sickness/Disability**
 - (i) Upon the expiration of sick leave credits, those employees to whom 17.04 (b) (i) above applies, will receive 75% of their basic salary during their sickness or disability absence to a maximum of twenty-six **(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 **(2)** **weeks** in the case of a recurrence of the same disability, or one **(1)** day in the case of a new disability.
 - (ii) Should a Company holiday 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 sixteen **(16)** calendar days preceding the holiday, or returns **to** work on the working day following the holiday, in which case the employee will be compensated for the holiday at the rate of **100%**.
 - (iii) Employees referred to in 17.04 (b) (i) who are absent on Intermediate Term Sickness/Disability on April 1st will not be credited with sick leave until their return to work.

17.05 Special Leave

(a) **Marnage of Employee**

Twice during **an** employee's career, special leave with pay of five **(5)** days will be granted for the purpose of getting married, provided the employee will be continuing in employment after marriage and has completed six **(6)** or more months of service. In exceptional circumstances, special consideration will be given to leave being granted more than twice,

(b) **Death in Family**

(i) A request for special leave with pay of up to five **(5)** days shall be granted in the case of death in an employee's immediate family (as defined below) to permit the employee to make arrangements, attend the funeral, etc. Where necessary, up to three **(3)** days with pay **may** also be granted to settle the estate within one (1) year of the death, provided the employee receives no fee or other remuneration for this. Where the employee must **miss** more than five **(5)** days of work in the case of the death or three **(3)** days of work to settle the estate, due to the length of the trip required, additional special leave, with pay may be granted at the discretion of the employee's manager. (immediate family is defined for this purpose as: father; mother; foster parent; step parent; brother; step brother; sister; step sister; spouse; child; stepchild; grandparent; grandchild or step 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 two **(2)** days (three 3 days where extensive **travel** is required) may be granted in the case of an employee's aunt; uncle; son-in-law; daughter-in-law; brother-in-law; **or** sister-in-law.

(c) **Birth or Adoption of a Child**

(i) Special Leave with Pay for up to two **(2)** days will be granted to an employee for the birth of a child, or to arrange adoption of a child. Such leave shall be granted in half day periods if requested.

(ii) The period referred to in clause 17.05(c)(i), above will be extended up to five **(5)** days in the case of **an** international adoption where overseas travel is required.

(d) **Writing Examination**

Special leave with pay will be granted for the writing of examinations in a course of study approved by the Company plus a half (1/2) day allotted for studying.

(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; **step** parent; brother; step brother; sister; step sister; spouse; child; stepchild; grandchild or step-grandchild of **the** employee; father or mother **of** the employee's spouse; or other relative living **with** the employee.) It will only be granted if the employee has

established that their 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 them to be present at the appointment of a member **of** their family. It would **also be** met where **an** employee can satisfy the Company that it was essential for them 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.

17.06 **Other Leave**

(a) **Court Leave**

(i) **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.

(ii) **Witness Duty**

Leave with pay will also be granted to **an** employee who is subpoenaed as a witness in a court of law. The employee **is** not required to refund **the** witness fee. Leave with pay is not granted if the employee is a litigant in the court action.

(b) **Military Leave**

Employees wishing to **take** military training may be granted up to two **(2)** weeks' military leave for this purpose. **Such** military leave will not **affect** other leave credits.

Employees who take military training while on vacation leave are permitted to **draw** military pay in addition to **their** regular vacation pay.

Employees wishing to receive military pay for the training period will not be paid by **the** Company. They may, however, **arrange** to receive pay for the period at their normal rate from the Company, in place **of** military pay.

Employees desiring to obtain military leave **as** described above should complete their normal application-for-leave, obtain approval, and take it to Human Resources for final arrangements.

(c) **Injury-on-Duty Leave**

(i) The parties acknowledge that the employees within the Bargaining Units who suffer injury at work or contract **an** industrial or occupational disease arising out of and in the course **of** their employment, shall be subject **to** the provisions **of** the Workers' Safety and Insurance Act **of** Ontario.

(ii) **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.

(iii) if the **injury** or industrial or occupational disease is established as compensable by the Workers Safety and Insurance Board, any lost time will be treated as leave with pay, and will not be chargeable to any leave credits.

(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 their normal working hours. Permission may be granted for an employee to be absent with pay to 1/2 day per week for this purpose, provided the employee can be spared and their 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 (3) 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.

17.07 **Maternity, Parental and Adoption Leave**

(a) **Maternity**

Eligible employees shall be granted maternity related leave which will not exceed seventeen (17) weeks.

Supplementary Employment Insurance Benefits Plan (SUB Plan)

(i) **An** employee on maternity leave who provides the Employer with proof that the employee has applied for **and** is in receipt of employment insurance benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit.

Payments with respect to a period of maternity leave made according to the Supplementary Employment Benefits Plan will consist of the following:

(1) for the first two (2) **weeks**, where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, payments equivalent to seventy-five (75%) percent of the **employee's** weekly rate of pay; and

(2) for **an** additional **two** (2) weeks, payment equivalent to **the** difference between the employment insurance maternity benefits, the employee is eligible to receive seventy-five (75%) percent of **the** employee's weekly rate of **pay**; and

(3) for up a maximum of **an** additional thirteen (13) weeks, payment equivalent to the difference between the employment insurance maternity benefits, the employee is eligible to receive and fifty-five (55%) percent of the employee's weekly rate of pay.

- (ii) Where an employee becomes eligible for a pay increment or **an** economic adjustment with respect to any period in which the employee was in receipt of supplemental employment benefits, the payments shall be adjusted accordingly.
- (iii) Employees shall have **no** vested right to payments under the plan except to payments during a period of employment specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased **by** payments under the Plan.

(b) **Parental**

Eligible employees shall be granted parental leave for child care responsibilities which will not exceed thirty-seven **(37)weeks** and will commence at the expiration **of** the maternity leave or where the employee has not taken maternity leave, may commence on the day that the child is born or comes into **the** actual care of the employee. Parental leave must be taken within fifty-two (52) weeks after the birth of the child. The aggregate amount of leave that may be taken by one or two employees **in** respect of the same birth shall not exceed fifty-two **(52)** weeks.

(c) **Adoption**

Eligible employees shall be granted adoption leave which will not exceed thirty-seven **(37)** weeks and will commence on the day the child comes into the employee's actual care and custody. Application for adoption leave can be made by a male employee, by **a** female employee or divided between both parents.

(d) **General**

- (i) Every employee who intends to take maternity leave, parental leave or adoption leave shall:
 - (a) give at least four **(4)weeks'** notice in writing to the Employer unless there is a valid reason why that notice **cannot** be given; and
 - (b) **inform** the Employer in writing of the length **of** leave intended to be taken.
- (ii) At the expiration of maternity, parental or adoption leave, the employee shall be reinstated to the position held at **the commencement** of the leave or, where this is not possible, to a comparable position with the same salary and **benefits** and in the same location.
- (iii) Employees **will** be informed of employment, promotions or training opportunities for which **they** are qualified that arise during the leave period.
- (iv) During **the** period of maternity, parental or adoption leave, the following benefits will continue if applicable: MDS Nordion Retirement Plan, group life insurance, long **term** disability, dental **and** medical insurance. Company contributions to the premium costs will apply in respect of **the** Nordion Retirement Plan and group insurance plans during the leave period.

Employee contributions to the maintenance of benefits coverage **will** be recovered from the employee. The employee has the option of paying this amount before leave commences, upon return to work or, should the employee choose not to return to work, at the time of termination. The amount **owing** can be paid through payroll deduction, lump sum payment or postdated cheque. Upon the written request of the employee, Company payments under the SUB plan can be **used** to help offset the amount the employee would owe on their return, for the benefits contributions. The maximum allowable time to reimburse this amount **is** a period equivalent to the duration of the leave period.

(v) Payroll Considerations and Administration

Company payments to the employee will be made bi-weekly to coincide with Company paydays and will be deposited to the employee's account. Normal **tax** withholdings will apply. No other deductions, such as Canada Pension Plan or Employment Insurance will **apply**.

(vi) Leave granted under Articles 17.07 (a), (b) and (c) shall be counted for the calculation of "service" and "continuous service" ~~for~~ the purpose of this collective agreement. For the purposes of earning vacation leave credits under Article 17.03, the employee is deemed to have received pay while on leave under Article 17.07.

(e) The Employer acknowledges that employees residing in the province of Quebec will apply for benefits under the Québec Parental Insurance Plan (QPIP).

An employee eligible for benefits under the Québec Parental Insurance Plan (QPIP) shall provide the Employer with proof that the employee has applied for and is in receipt of benefits under QPIP. The proof **shall take** the form of both the notice of decision and the benefit calculation report. Should the benefit payable under the QPIP be less than the benefits payable under the MDS Nordion **SUB** plan for any week during the first 17 weeks **of** the leave, the Employer will pay the employee the difference.

17.08 Rate of Pay

Except **as** provided in 17.04 (c), all leave **with** pay under this Article is the employee's normal hourly rate of pay times seven and one-half (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 Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant:

(a) leave **with** pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;

(b) leave **with** or without pay for purposes other **than** those specified in this Agreement

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 layoff, voluntary termination before retirement, retirement (including those employees who are eligible **for** a MDS Nordion pension or PSSA immediate annuity or **are** entitled **to** a MDS Nordion early retirement pension or PSSA annual allowance) and death as set out in this Article. For the purpose of this Article, service is considered to mean:
- (i) For employees hired prior to April 1, 1989 service **is** recognized by the parties as defined on the "years of service list" dated March 31, 1989. This shall be credited to the employee and will continue to accrue.
- (ii) For employees hired on or after April 1, 1989 service commences on date of employment.
- (b) Employees planning to terminate employment should notify their supervisor in writing as far in advance as possible and at least two **(2)** 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 **(2)** months in advance **of** the anticipated last day of work. The supervisor will then initiate the appropriate action.
- (c) 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 a MDS Nordion pension or PSSA immediate annuity or having attained age 55 **with** entitlement to a MDS Nordion early retirement pension or PSSA annual allowance, employees may extend their Company service (employment) beyond the last day of **work** through using earned vacation leave remaining to their credit provided they so advise their supervisor when giving notice of retirement.
- (d) (i) Employees are paid at the rate of **1/260** of current annual salary for each day of vacation leave credit earned but not used **as** their date of termination.
- (ii) **An** employee will be compensated for all vacation 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 layoff and if the employee has used more vacation or sick leave than earned, then the amount used **will** be considered earned.
- (e) 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 (7) consecutive days), or voluntary resignation if not provided for in 18.03.

18.02 **Layoff**

- (a) **An** employee will accrue a severance compensation entitlement based on two (2) weeks' pay for up to one year and one (1) week's pay for each additional completed year of continuous service to a maximum of thirty (30) weeks' pay,
- (b) Employees laid off for a second or subsequent time will be granted severance compensation equal to one (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 thirty (30) weeks' pay.
- (c) When an employee has been notified in writing of an effective date of layoff, they will receive the benefits outlined in Article 18.02 (a) or (b), whichever is applicable, 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 **Calculation of Termination Compensation**

For the purpose of calculating termination compensation for Voluntary Resignation Before Retirement, Retirement and Death, "continuous service" will include **all** periods of full-time continuing and regular part-time employment with the Company (including periods of authorized leave without pay) and its predecessors, provided that:

- service began no later than May 31, 1996 (for Theratronics employees service began no later than March 31, 1999), and
- such service has not been separated by more than three (3) calendar months.

18.04 **Voluntary Resignation Before Retirement**

An employee who is under age 55, has ten or more years of continuous service and who voluntarily resigns will be granted termination compensation equal to one-half **week's** pay for each completed year of continuous service at November 1, 1996 (less any period in respect of which termination compensation, retiring leave or a cash gratuity has previously been granted) up to a maximum of 15 weeks' pay. The rate of pay for the purpose of this benefit will be the employee's rate of pay at November 1, 1996. For Theratronics employees (former Local 70106), the rate of pay for the purposes of this benefit will be the employee's rate of pay at March 31, 1999.

18.05 **Retirement**

An employee who retires from MDS Nordion with a MDS Nordion Retirement Plan pension at age 55 or older and who has two or more completed years of continuous service will be entitled to one week's pay for each completed year of continuous service (less any period in respect of which termination compensation, retiring leave or a cash gratuity has previously been granted) up to a maximum of 30 weeks' pay. The rate of pay for the purposes of this benefit will be the employee's

rate of pay at November **1, 1996**. For Theratronics employees (former Local **70106**), the rate of pay for the purposes of this benefit will be the employee's rate of pay at March 31, 1999.

18.06 Death

Following **the death** of an employee, **the spouse or estate will be granted** termination compensation equal to one-half week's pay for each completed year of continuous service at November **1, 1996** (less any period in respect of which termination compensation, retiring leave or a cash gratuity has previously been granted) with a minimum of two week's pay and a maximum of 15 **weeks'** pay. The rate of pay for the purposes of this benefit will be the employee's rate of pay at November **1, 1996**. For Theratronics employees (former Local **70106**), the rate of pay for the purposes of this benefit **will** be the employee's rate of pay at March **31, 1999**.

ARTICLE 19

DESIGNATED PAID HOLIDAYS

19.01 (a) There shall be twelve (12) 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	Two (2) Additional Company Holidays
Civic Holiday	(Second Additional Company Holiday effective Jan 1, 1997)

(b) The dates for observance of the two (2) additional paid holidays will be determined by each employee in consultation with his/her supervisor.

(c) If the Company moves a general holiday to another designated day and an employee works his or her normal scheduled shift on that actual general holiday, he or she will be paid a premium of straight time for hours worked in addition to their regular pay for that day.

19.02 **An** employee absent without pay on both their full working day immediately preceding and their 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 17.04 (c) (ii) and 20.04, is the employee's normal hourly rate of pay times seven and one-half (7 1/2) hours. "Normal hourly rate of pay" is defined as 1/1950 of the employee's current annual salary.

(a) Where the holiday falls on what would otherwise have been a scheduled day of work an employee will receive their normal pay for the day, except where 17.04 (c)(ii) applies, for each designated holiday taken.

(b) Where a designated paid holiday falls on a day that is not a scheduled day of work for a shift employee the employee shall:

(i) receive their normal hourly rate of pay in addition to their normal pay for the week.

or

(ii) at their request receive a day of leave **with** pay in lieu of the designated holiday.

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

19.04 The Company may, at its discretion, provide the employees the opportunity to take additional time off between Christmas and New Year's. In the event that this offer is made to non-unionized employees, the Company agrees to provide the same opportunity to members of the bargaining unit in accordance with the same guidelines as all other staff.

ARTICLE 20
HOURS OF WORK

20.01 The normal work week shall be thirty-seven and one-half (37 1/2) hours Monday to Friday inclusive. The normal **work** day shall be seven and one-half (7 1/2) hours exclusive of the meal period.

20.02 The meal period is recognized as thirty (30) **minutes** for the normal work day.

20.03 **Normal Work Day (FORALL AREAS)**

8:00 A.M. to 4:00 P.M.

An employee's meal period, as referred to in 20.02 will be between 11:30 A.M. and 1:00 P.M. subject to operational requirements. The normal work day, described above, shall be considered as a shift for the purpose of Article 20.04.

20.04 Because of operational requirements of **the** Company, employees may **be** required to work the shifts assigned herein:

(a) Normal Shifts

- (i) 7:00 A.M. to 3:00 P.M.
and/or (day shift)
6:00 A.M. to 2:00 P.M.

This **shift** shall be from Monday to Friday inclusive. An employee's thirty (30) minute unpaid meal period will be between 11:00 A.M. and 1:00 P.M. subject to operational requirements.

- (ii) 2:00 P.M. to 10:00 P.M. (Monday to Friday) (evening shift)

- (iii) 7:00 A.M. to 5:00 P.M. (compressed shift)

This shift shall **be from** Monday to Thursday inclusive and/or Tuesday to Friday inclusive. **An** employee's thirty-eight (38) minute unpaid meal period will be between 11:00 A.M. and 1:00 P.M. subject to operational requirements.

- (iv) 10:00 P.M. to 6:00 A.M. (Sunday to Thursday) (night shift)
or
10:00 P.M. to 6:00 A.M. (Monday to Friday) (night shift)

An employee's 30 minute unpaid meal period will be between 5:00 P.M. to 7:00 P.M. for (ii) and between 2:00 A.M. to 4:00 A.M. 20.04 (a)(iv) subject to operational requirements.

The shifts referred to in 20.04 (iv) will not be operated concurrently but will depend upon production requirements. Prior to the changing of the shift, the Company will provide the Union ~~thirty~~ **(30)** days' notice and the Company further agrees that the hours of the shift, once put into operation, will run for a minimum duration of thirty **(30)** days.

(b) Radiopharm Operations

(i) This clause shall only apply to those employees who are involved in the production of sterile products. In the event that a new process **is** introduced that would qualify for the shift, the Employer will consult with the union prior to any additional staffing for the process.

(ii) This shift shall only be used to perform tasks for fully approved products being produced for their approved markets.

(iii) The normal work week for employees who work regularly scheduled weekends shall be thirty-six **(36)** hours, exclusive **of** the meal period, for which employees will be compensated as if they had worked the hours outlined **in** clause 20.01.

(iv) The regular weekend shifts that employees may work will be:

Sunday -	7:00 A.M. - 4:30 P.M. 2:30 P.M. - Midnight
Monday -	7:00 A.M. - 4:30 P.M. 2:30 P.M. - Midnight
Tuesday	7:00 A.M. - 4:30 P.M. 2:30 P.M. - Midnight
Wednesday	7:00 A.M. - 4:30 P.M. 2:30 P.M. - Midnight

(v) Employees working a regularly scheduled weekend shift will, in addition to their regular wages, receive a weekend premium in accordance with Clause 21.06(b)

(vi) Employees who were on strength as of July 19, 1999, will not be required to work this shift unless they volunteer to do so in writing.

(c) Facility and Site Services

(i) **5:30 A.M. to 6:00 P.M.**

These shifts will be from Monday to Friday inclusive. The work week will be **an** average **of** thirty-seven and one-half (37%) hours over a four **(4)** week period. **An** employee's days of work will be consecutive in each week. **An** employee's thirty (30) minute unpaid meal period **will** be between 11:00 A.M. and 1:00 P.M. subject to operational requirements.

(ii) Compressed Evening Shift

2:00 P.M. to 12:00 A.M.

This shift shall be from Monday to Thursday inclusive and/or Tuesday to Friday inclusive. **An** employee's thirty-eight **(38)** minute unpaid meal period will be between 5:00 P.M. and 7:00 P.M. subject to operational requirements.

Prior to the posting of this shift, the Company will provide ~~the~~ Union thirty (30) days notice of the commencement of this shift, and the Company further agrees that the hours of the shift, once put into operation, will run for a minimum duration of thirty **(30)** days.

(d) Surveyor Shifts

The PM - 1 surveyor shift will be:

Sunday 16:00 -- Monday 04:30
Monday 16:00 -- Tuesday 04:30
Tuesday 16:00 -- Wednesday 04:30

The PM - 2 surveyor shift will be:

Wednesday 16:00 -- Thursday 04:30
Thursday 16:00 -- Friday 04:30
Friday 16:00 -- Saturday 04:30

- 20.05 A one month shift schedule shall be **posted** fourteen **(14)** days **prior** to its starting date and each month thereafter showing the days, shifts, and name of each employee. It is understood the Company shall only amend such schedules to add employees when ~~the~~ work force increases and when replacing employees due to termination.
- 20.06 (i) Employees working the evening shift, the night shift and the compressed evening shift shall earn a shift premium in accordance with Article 21.06.
- (ii) Staffing of the evening, the compressed evening shift and the night shifts **will be** made first on a voluntary **basis** among qualified employees. if the employer is unable to satisfy its operational requirements in this manner, the **staffing will** be done by means of rotation on an equitable basis among qualified employees.
- (iii) Subject to (ii) above, **an** employee shall not be required to work more **than** two **(2)** consecutive **weeks** on the evening **or** night shift, except if on a voluntary basis.
- (iv) **An** employee on evening shift, the compressed evening shift or the night shift who is required to work overtime prior to **or** beyond the shift **will be** paid overtime compensation in accordance with Article 22. Such overtime compensation will apply to both the employee's normal hourly rate of **pay and** the shift differential.

20.07 (a) The shift outlined **as a** compressed shift in **20.04(a)(iii)**, 20.04(b)(iv) and **20.04(c)(ii)** will be considered one and one-quarter (1 $\frac{1}{4}$) days for the purpose of clauses:

- 24.02 (d) Recall
- 24.03 (b) Probation
- 21.07 (a) and (b) Acting **Pay**
- 17.04 (a) and (b) Sick Leave
- 17.03 (c)(iv) and (e) Vacation Leave with Pay Credits and Advance Payment
- 17.07 Rate of Pay
- 18.01(c) and (d) Compensation on Termination
- 19.03 Designated Holidays
- 22 Overtime

(b) The shift outlined as a compressed shift in 20.04 (b) (i) will be considered one and one-half (1 $\frac{1}{2}$) days for the purpose of articles:

- 24.02 (d) Recall
- 24.03 (b) Probation
- 21.07 (a) and (b) Acting Pay
- 17.04 (a) and (b) Sick Leave
- 17.03 (c) (iv) and (e) Vacation Leave with Pay Credits and Advance Payment
- 17.07 Rate of Pay
- 18.01 (c) and (d) Compensation on Termination
- 19.03 Designated Holidays
- 22 Overtime

20.08 (a) **If**, during the term of this agreement, an amendment to the hours of work **is** requested by one of the parties for operational requirements, the parties agree to meet upon thirty (30) days notice **to** attempt to negotiate a resolution.

(b) The hours of work outlined in 20.04 (a) (i) (specifically 6:00 **A.M.** to 2:00 P.M. **day** shift) and 20.04 (a) (iv) are primarily for processing of Molybdenum 99. Should further business opportunities or operational requirements necessitate the use of these shifts during the course of this collective agreement, the Employer will provide union representatives with thirty (30) days notice and consultation at the **UNION-MANAGEMENT** committee in order to minimize any potential adverse effect by the implementation of these shifts.

20.09 (a) Subject to operational requirements and with mutual agreement, the Company or an employee may request flexible hours falling within boundaries of two hours from the **start** and finish times of the respective shifts listed in this Article.

(b) The Employer **will** ensure that approval of flexible arrangements will be granted in a fair and equitable manner.

(c) Flexible work schedules, once approved, will be posted by **the** Employer in accordance with clause 20.05. Continuation would be subject to a monthly review.

20.10 Compressed Shifts

Where a compressed shift exists in the functional group where the employee **works**, an employee may request **and will** have the **ability with** the concurrence **of the** employer, to **work one of** the compressed **shift** schedules **as** identified in **clause 20.04**. Employer approval shall not be unreasonably withheld.

20.11 Fixed shifts

Subject to mutual agreement and, notwithstanding the published rotational shift schedules, employee(s) may request to remain on a fixed schedule. Such a schedule **will** be contingent upon operational/training requirements as well as a sufficient number of volunteers, if required, so that employees are not involuntarily removed from their regular rotation to accommodate the employee request(s). Issues arising **from** this provision will be referred to the joint Union Management committee.

20.12 Job Sharing/Part-time Employment

- i) The terms and conditions governing any job sharing arrangements will be as mutually agreed to by the Union, the Employer, and the participants.
- ii) Job sharing will only be permitted when requested by existing employees and those employed in job sharing situations will continue to be members **of** the bargaining unit and covered by the Collective Agreement subject to being prorated where applicable.
- iii) The terms **and** conditions of job **sharing** agreed to **by the parties will** form **part** of the Collective Agreement **and will** have regard for:
 - 1) duration of the arrangement
 - 2) hours of work
 - 3) leave
 - 4) designated paid holidays
 - 5) benefits plans
 - 6) scheduling
 - 7) termination of the arrangements
 - 8) any other matters deemed necessary by the parties
- iv) In addition, should an existing employee request a part-time work arrangement, the terms and conditions noted **above** will apply.

ARTICLE 21
SALARIES

- 21.01 The job classifications and **their** salary ranges are set out in Appendix "A".
- 21.02 The following salary scales are effective for MDS Nordion employees in Local70367 and will be increased accordingly:

R-Scale Salaries

- (i) effective April 1, 2005, 2.75% salary scale increase and a \$500.00 signing bonus.
- (ii) effective April 1, 2006, 2.75% salary scale increase
- (iii) effective April 1, 2007, 2.75% salary scale increase

R-SCALE SALARIES
EFFECTIVE APRIL 1, 2005

<u>Level</u>	A	B	C	D	E	F	G
<u>RSG</u>	21579						
R1	24367	25586	26864	27938	28775	29639	30529
R2	28137	29545	31021	32261	33229	34227	35255
R3	32125	33732	35417	36835	37939	39078	40250
R4	36826	38669	40601	42225	43491	44795	46139
R5	42465	44588	46818	48690	50151	51657	53207
R6	48354	50773	53312	55443	57105	58819	60584
R7	54413	57134	59990	62389	64261	66189	68176
R8	60945	63992	67192	69880	71976	74135	76360
R9	66367	69684	73168	76097	78379	80729	83151
R10	73398	77069	80923	84159	86685	89285	91963

R-SCALE SALARIES
EFFECTIVE APRIL 1, 2006

<u>Level</u>	A	B	C	D	E	F	G
<u>RSG</u>	22172						
R1	25037	26290	27603	28706	29566	30454	31369
R2	28911	30357	31874	33148	34143	35168	36225
R3	33008	34660	36391	37848	38982	40153	41357
R4	37839	39732	41718	43386	44687	46027	47408
R5	43633	45814	48105	50029	51530	53078	54670
R6	49684	52169	54778	56968	58675	60437	62250
R7	55909	58705	61640	64105	66028	68009	70051
R8	62621	65752	69040	71802	73955	76174	78460
R9	68192	71600	75180	78190	80534	82949	85438
R10	75416	79188	83148	86473	89069	91740	94492

R-SCALE SALARIES
EFFECTIVE APRIL 1, 2007

Level	A	B	C	D	E	F	G
RSG	22782						
R1	25726	27013	28362	29495	30379	31291	32232
R2	29706	31192	32751	34060	35082	36135	37221
R3	33916	35613	37392	38889	40054	41257	42494
R4	38880	40825	42865	44579	45916	47293	48712
R5	44833	47074	49428	51405	52947	54538	56173
R6	51050	53604	56284	58535	60289	62099	63962
R7	57446	60319	63335	65868	67844	69879	71977
R8	64343	67560	70939	73777	75989	78269	80618
R9	70067	73569	77247	80340	82749	85230	87788
R10	77490	81366	85435	88851	91518	94263	97091

- 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.
 - (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 **4%**.
- 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 (3) 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 **Shift Differentials**
- (a) The following shift differentials will apply:
 - Shift (night) \$2.25**
 - Shift (evening scheduled to finish at 10 :00 pm or later) \$1.75
 - (b) Employees **who** are required to work a regularly scheduled weekend shift as outlined in Article 20.04(b)(iv) will receive a payment **of** fifty dollars (**\$50.00**) for each Saturday and/or Sunday worked in addition to any other wages or payment they are entitled to for that day.

21.07 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 four (4) consecutive working days, he **or** she 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.
- (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 four **(4)** consecutive working days referred to in 21.07 (a) above. However, such leave will not be deemed to interrupt the assignment **for** the purposes **of** establishing the four **(4)** consecutive working day period, provided the employee returns to the acting assignment immediately upon their return to work.

21.08 The Company shall not alter time cards or overtime sheets without first reviewing with the employee.

21.09 Employees will be paid on a bi-weekly basis with pay days being every second Friday.

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 (1 1/2) 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 shall **be** accumulated at the applicable overtime rate and shall be granted **by** the Company at times convenient to **both** the employee and the Company at any given time. The cumulative number **of** days in the compensatory leave bank shall not exceed five (5). **At** the employee's election, the employee may choose to be paid the balance remaining in the compensatory leave bank at the end **of** the calendar year.
- (f) When **an** employee has worked **ten** (10) hours of overtime in one (1) **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.
- (g) **An** employee will not be **permitted** to work more **than** 16 consecutive hours, including meal breaks, except where the cessation of work creates a safety issue

22.02 An employee who is required to work overtime will not be paid for overtime work of one-half (1/2) hour or less. However, should the overtime work period extend beyond one-half (1/2) 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 seven **and** one-half (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 (12) in any period of continuous work. "Site" is defined as property occupied by MDS Nordion 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 three (3) hours at the applicable overtime rate.

22.07 Meal Period Compensation

(a) Overtime on a Normal Work Day

Where the employee is required to do more than three (3) hours' work immediately before or immediately after the normal work period, he will be required to take a one-half (½) hour meal period.

This meal period may be taken anytime after two (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 three and one-half (3½) hours or more.

In addition to compensation for the meal period outlined above, the employee shall be entitled to a meal allowance as set out in 22.07 (c).

(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 permitted to take an unpaid meal period from one-half to one hour. Where the work period exceeds three (3) hours, the employee will be paid one-half (½) hour at time and one-half for the meal period and will be given a meal allowance.

(c) Meal Allowance

The authorized meal allowance is twelve dollars (\$12.00), claims for which are to be paid on regular petty cash forms and paid after appropriate authorization by the employee's supervisor.

22.08 Travelling to and From Outside Assignments

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

- (a) When **an** employee travels on a day that is not their day of rest,
 - (i) they shall receive, subject to (ii) immediately following, their normal salary but no additional compensation;
 - (ii) they shall, if they have worked on that day and is required to travel outside their normal hours of work, be additionally compensated at their regular rate for any time they are required to spend in travelling outside their normal hours of work, to a maximum of six (6) hours' pay at the regular rate.
- (b) When an employee travels on their day(s) of rest and does not receive other overtime compensation they 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 (seven and one-half (7 1/2) hours) at time and one-half.
- (c) When an employee works and travels on a day of rest they 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 they receives overtime compensation for other reasons, does not exceed seven and one-half (7 1/2) hours;
 - (iii) normal hourly rate of pay to a maximum of six (6) hours for travel time in excess of (ii) above,
- (d) When they travel on one of their days of rest and receives other overtime compensation for a period of seven and one-half (7 1/2) hours or more for the day, they will be paid at their normal rate for **the** actual time spent in travel to a maximum of six (6) 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.

22.10 Cancellation Of Overtime

When a period of overtime that **has** been scheduled for an employee is cancelled by the Employer with less than twenty-four (**24**) hours notice, the employee will receive a payment of 2 ½ hours pay at time and one half.

22.11 On-Call Pay

- (a) Where the Company requires an employee to be available on-call during off-duty hours, an employee shall be entitled to an on-call payment of one (1) hour's pay at straight time for each eight (**8**) consecutive hours or portion thereof that he or she is on-call.
- (b) An employee designated by letter or by list for standby duty shall be available during his or her period on-call at a known telephone number and be readily available to return for duty. In designating employees for standby, the Company will endeavour to provide for the equitable distribution of on-call duties.
- (c) No on-call payment shall be granted **if** an employee is unable to report for duty when required.
- (d) An employee on-call who is required to report for work and returns to the workplace shall be compensated, in addition to the on-call pay, in accordance with the provisions of clause 22.06 - Callouts and Overtime Between Regular Work Periods.

22.12 Time Between Shifts

- (a) **An** employee who has completed a shift (that may include a contiguous period of overtime at the end of the shift) or a period of non-contiguous overtime after the shift shall not be required to resume work until nine (**9**) hours have elapsed from the time the shift or overtime period was completed. This will not apply to employee requested shift changes.
- (b) No loss of regular wages will be incurred as a result of (a) above. This will not apply to employee requested **shift** changes.
- (c) In exceptional circumstances, **and** with the employee's consent, the nine (9) hour rest entitlement described in (a) above may be waived. In such instances, the employee will be compensated at the double time rate or all subsequent work **performed** that encroaches on a nine (9) hour rest period.

ARTICLE 23
UNION **Y**

23.01 Union Information

- (a) The Employer shall provide each employee in the bargaining unit **with** a signed copy **of** the Collective Agreement within sixty (60) days **of** the receipt of the Collective Agreement from the printer. The cost **of** printing will be the responsibility of the Company.
- (b) The Employer shall provide each new employee with a copy of the collective agreement at the time of hire. The Employer **agrees** to provide new employees with the name of the Union representative in the area where he or she will be working (to the extent that the Union keeps the Company informed of the appropriate representative).

23.02 (a) (i) The Company will deduct from the monthly salary of **all** employees (except as noted in (a)

(ii) below) a sum equal to the regular monthly dues **of** the Union 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.

(ii) The foregoing **will** not apply to an employee **who** satisfies the Company, to the extent that he or she declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she **will** make contributions to a charitable organization equal to dues, provided that the affidavit submitted by the employee is counter-signed by an official representative **of** the religious organization involved.

- (b) The Company will remit the sum deducted, together with a list of the employees from whom deductions have **been** made to the Union within fifteen **(15)** 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.
- (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 their 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 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 lists dated July 19, 1999. This shall be credited to the employee and will continue to accrue
- (ii) For each employee who enters the bargaining unit on or after July 19, 1999 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).
- (iii) 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) For employees on strength as of **April 1, 1993**, an employee with the greater length of continuous AECL employment will be deemed senior.

3) For employees on strength **as** of April 1, 1993, an employee with the greater length of non-continuous AECL employment will be **deemed** senior.

4) The employee randomly selected by pulling a name from a hat will be deemed senior.

For employees hired after April 1, 1993, numbers 2 and 3 shall not apply.

- (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 layoff of four **(4)** weeks to the Union and to each employee so affected, **unless** the circumstances resulting in the layoff **are** not within the control of the Company. Cases of contemplated layoff 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) Layoffs 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 layoff 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 layoff 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 their credit or two **(2)** years, whichever **is** less, except where they requests in writing that their name be removed from the recall list, or returns to work with the Company, or fails to notify the Company within five (5) working days of recall of their intention to return to work, or fails to return to work within ten (10) working days of recall.
- (g) Recalls shall be made from the recall list in reverse order of layoff provided that the eligible person has the skill, experience and capacity to perform the work after a reasonable period of familiarization.
- (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 their 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 **their** credit, or two **(2)** years, whichever is less;
- (c) If a laid-off employee fails to comply with **24.02 (f)**, or requests in writing that their 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 **up** to twelve (12) 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 their signature on the document.
- 25.02 A letter of reprimand and supporting documents related to a specific disciplinary action, which may have been placed on the employee's file, shall be destroyed after eighteen (18) months provided that no further disciplinary action has been recorded during this period.

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.

(a) No employee shall be required or allowed ~~to work~~ or operate any piece of equipment without direct supervision until ~~the~~ employee has received appropriate education, training and instruction.

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.

(a) Duties

Occupational health is a joint responsibility.

i) The Company shall institute and maintain all safety precautions necessary for a safe and healthy workplace. The Company shall comply with all applicable health safety and environment legislation and regulations in effect on the effective date of this agreement.

ii) Employees are responsible for observing and following prescribed safe practices **and** procedures to ensure their own health and safety as well **as** that of fellow employees,

26.03 The Company will continue to maintain a Joint Occupational Health and Safety Committees of equal representation of management and non-management personnel. **A** current list of names of the Committee members will be posted. These committees shall:

(a) i) 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;

ii) The Union shall select **a** maximum **of** five (5) Union members. The members selected shall include at least one (1) and no more than two (2) representatives from each of the following areas:

- Site and Facilities
- Medical Isotope Radiopharm
- Medical Isotope Radiochem
- Cobalt Active *Area* and Therapy Systems

The Company will assign Management representatives to this Committee. At no time shall the number **of** Management members be allowed to outnumber the number of non-management members.

- iii) receive **for** their respective **areas**, on a monthly or quarterly basis, the monthly, year-to-date and lifetime exposure of employees of the bargaining unit. Names will not be listed.
 - (b) There ~~is~~ will be a Co-Chairperson selected by management and an employee representative Co-Chairperson selected **from among** the members of the Committee by the members which represent the employees;
 - (c) Time spent by members **of** the committee in the course of their duties **as** requested by the Committee shall be considered as time worked and shall be paid in accordance with the terms of this agreement.
 - (d) Within the life of the agreement, the Committee members shall be provided with appropriate training required to fulfil their responsibilities as members of the Committee.
- 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 their personal radiation dose records.
- 26.07 All nuclear energy workers shall receive instruction on radiation safety. This training shall be provided to each new employee designated **as** a nuclear energy worker prior to the commencement of work and refresher training **shall** be provided on a regular basis. The *Nuclear Safety and Control Act* defines a nuclear energy worker as:
- (a) "any person who in the course of the person's **work**, business or occupation is likely to receive a dose of **ionizing** radiation in excess of any dose specified in column IV of Table I 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 a nuclear energy worker pursuant to subsection 17(4)."
- 26.08 Subject to Article 26.10, in cases **of** Emergency, employees may be called upon to perform duties which are outside **of** their normal duties. in such cases, 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, as amended from time to time, will apply in **any** case of refusal to work due to imminent danger.

26.11 The Company shall provide all required uniforms and safety protective items.

26.12 The Employer and the Union are committed to the principle of ALARA (limiting radiation exposure to levels as low as reasonably achievable, economic and social factors taken into consideration) and its application to work process at MDS Nordion.

The Employer will continue to implement the necessary measures in order to meet the principle of ALARA.

Employees who encounter situations or practices where they feel that ALARA is not being properly met are responsible for communicating their concerns first to their immediate supervisor and Radiation Safety Surveyors.

Where an employee feels that his or her concern regarding ALARA has not been satisfactorily addressed, the employee has the right to submit the issue to the Joint Health and Safety Committee.

The employee has the right, at any time, to communicate Health & Safety concerns to their Union Representative.

26.13 Accommodation for Pregnant Employees

a) A Nuclear Energy Worker is required to inform the Employer immediately in writing upon becoming aware that she is pregnant.

b) **An** employee **who** is pregnant shall, during the period from the time she advises the Company of her pregnancy to the time she commences Maternity Leave, have the right to have her **job** function modified or to be reassigned to other duties in order to reduce the risk of exposure to hazards. Such action will be implemented if the employee, her physician, or the Company determines that a reassignment is required.

26.14 **An** employee who is injured during working hours and who **is** required to leave for treatment or **is** sent home as a result of such injury shall receive payment for the rest of the shift at his/her regular rate of pay. Such employee shall be provided with transportation to a healthcare facility or to the employee's healthcare provider and to his/her home at the employee's request:

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, For the purpose ~~of~~ this article, technological change shall be defined in accordance with the Canada Labour Code as amended from time to time.
- 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.

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.
- 28.02 Notwithstanding the above, the Company may use non-bargaining employees to do bargaining unit work in an emergency.
- 28.03 It is the intent **of** the 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.

ARTICLE 29
NO DISCRIMINATION

- 29.01 The Company **and** the Union agree that no employee shall be discriminated against by reason of the prohibited grounds **of** discrimination **as** specified in the Canadian Human Rights Act.
- 29.02 (a) Step 1 in the grievance procedure shall be waived if a person hearing the grievance is the **subject of** a respect **in** the workplace complaint affecting the grievor.
- (b) If by reason of paragraph (a) Step 1 in the grievance procedure **is** waived, no other level shall be waived except by mutual agreement.
- 29.03 The Company and the Union acknowledge that **a** Workplace Harassment Policy and Redress Procedure was put into effect as of February 1991, and is now known as the Respect in the Workplace Policy.

ARTICLE 30
JOB DESCRIPTIONS

- 30.01 Upon request, an employee shall be provided with a copy **of** their job description and their classification level.
- 30.02 The parties agree that management has sole discretion in deciding the duties, responsibilities, **and** qualifications for all jobs within the bargaining unit.
- 30.03 In order to achieve understanding and agreement on the accurate description of jobs, subject to (.01) above, the parties agree to continue the job description review process begun in 1987 by utilizing the following procedure within the term of this Collective Agreement.
- (a) **All** new or revised job descriptions will be written on the standard job description **form**.
 - (b) **A** Joint Job Description Review Committee will continue, made up of three (3) Company and three (3) union representatives (one (1) 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.
- 30.04 **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.

ARTICLE 31
EMPLOYEE FILES

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

ARTICLE 32
TRAINING

32.01 The Company recognizes that a **skilled** and knowledgeable **work** force is necessary for the continuation and future success of the business. The Company **will** continue to provide on-the-job training programs and training **opportunities for employees** consistent **with** operational requirements. Preference **will** be given to senior employees provided that they have the **skill**, experience and capacity to benefit from the training opportunity.

32.02 **Employee Training And Development**

It **is** recognized that employee attendance at job related courses, seminars, trade 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 33
TEMPORARY OR TERM EMPLOYEES

33.01 **This** Article provides a framework for a period of **this** Collective Agreement and may be altered or changed as a result of future bargaining, or **indeed** by mutual agreement in the interim. In the event agreement **cannot** be reached on any proposed amendments or changes to the provisions, either party may submit such proposed changes to interest arbitration upon thirty (30) days' notice.

33.02 Temporary employment opportunities **may** arise in two (2) general categories:

- (a) Employees required to replace existing employees absent on leaves provided in the Collective Agreement;
- (b) Special, limited duration situations **which** arise from such things as experimental and/or special projects.

33.03 (a) **Both** parties to the collective agreement share a desire to set forth a method for dealing with these situations **without** unnecessarily burdening or depriving either party of their rights and benefits;

(b) the hiring of temporary employees shall not derogate from the requirement to fill vacancies and new positions of a permanent nature as set out in Article 13, or the provisions of Article 24.02(a)(ii) Probationary Period.

33.04 (a) A temporary employee is a salaried employee hired to **work** for a specified period of time in accordance with the purposes set forth **for** his/her hiring and is entitled to the rights and benefits set out herein;

(b) All temporary employees falling **within** the scope of The Public Service Alliance of Canada Local 70367 and 70106 shall pay union dues from their initial date of employment and shall be entitled to the rights, benefits **and** working conditions of the collective agreement except **as** modified by this Appendix.

33.05 **APPOINTMENT**

I. TEMPORARY EMPLOYMENT SITUATION AS PER ARTICLE 33.02(b)

- (a) **If** the temporary requirement is expected to last nine (9) months or more, **it will** be posted **and** filled in accordance **with** Article 13 of the collective agreement.
 - (i) if filled by an existing seniority employee, such employee **shall** be eligible to **return** to his/her former position at the **expiry** of the term of the assignment;
 - (ii) if there are no qualified bargaining unit applicants, then **the** position can be filled with a temporary employee,

- (b) If the temporary requirement is expected to last less than nine (9) months, the Employer shall first attempt to **use** the Acting Pay provision if the requirement is above the entrance level and **an** employee capable of performing the work is available, If such is not the case, the position may be filled **with a** temporary employee.
- (c) If a temporary requirement which was expected to last less than nine (9) months exceeds nine (9) months **and has** not been **filled** on **an** Acting basis, a **meeting/discussion** shall take place between the Human Resources Department, the **hiring** department and the Union to determine whether or not **the** opening should now be posted.
- (d) If a temporary requirement situation becomes an established part of the Employer workforce, the position shall be posted in accordance with Article 13.

II. REPLACEMENT EMPLOYMENT AS PER ARTICLE 33.02(a)

- (a) If a replacement situation is expected to last nine (9) months or more:
 - (i) the Employer may use the Acting Pay provision, or if not;
 - (ii) the Employer shall post and fill **the** position **in** the same manner as 33.05.I.(a);
- (b) If a replacement situation **is** expected to last less than nine (9) months, the employer shall **follow** the same procedure as set forth in 33.05(I)(b);
- (c) If a replacement situation which was expected to be temporary becomes a permanent requirement, the position shall be posted in accordance with Article 13.


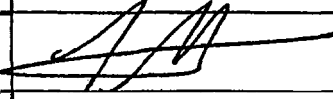

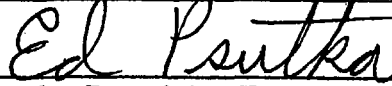
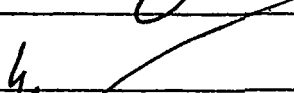



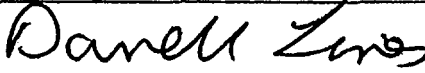
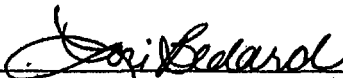


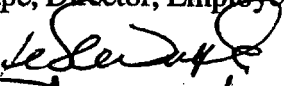
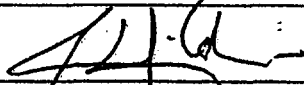
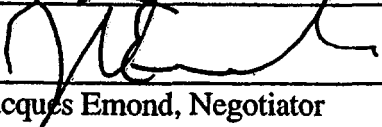

III. SECONDARY TEMPORARY REQUIREMENTS

When a temporary employment need is filled by a seniority employee further to Article 33.05.I.(a)(i) or **Article 33.05.I.(a)(ii)**, the resulting vacancies, if required, shall be filled in accordance with the procedure set out at 33.05.I.(b).

ARTICLE 34
DURATION AND AMENDMENT OF AGREEMENT

- 34.01 This Agreement when signed by the parties hereto, shall become effective from **April** 1, 2005 except **as** otherwise specified herein, and shall remain in full force and effect until March 31, 2008, and from year to year thereafter, unless amended or terminated in the manner provided herein.
- 34.02 Retroactivity to **April 1, 2005 will** apply only for employees on strength on date of ratification, or for those **who** have deceased or retired during the period of this awards collective agreement 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.
- 34.03 If either the Company or the **Union** desires to terminate or amend **this** Agreement, it must notify the other party in writing between January 1, 2005 and January 31, 2008 inclusive. 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 amendment the original provisions shall remain in effect.

34.04 IN WITNESS WHEREOF the parties have this 1st day of November, 2006 executed this Agreement by the hands of their proper officers.

On behalf of MDS Nordion Inc.	On behalf of THE PUBLIC SERVICE ALLIANCE OF CANADA
	
Debi King, Senior Vice-President, Human Resources	Tim Strtak, Local President PSAC Local 70367
	
Paul Gray, Vice President, Global Logistics	Ed Psutka, Bargaining Team Member PSAC Local 70367
	
Ron McGregor, Vice President, Quality & Regulatory Affairs	Cindy Lockrey, Bargaining Team Member PSAC Local 70367
	
Rick Beekmans, Director, Operations	Kathryn Robertson, Bargaining Team Member PSAC Local 70367
	
Darrell Lines, Director, Operations	Lori Bedard, Bargaining Team Member PSAC Local 70367
	
Maurice Stronge, Manager, General Maintenance & Motor Pool	Don Scott, Bargaining Team Member PSAC Local 70367
	
Leslee Tape, Director, Employee & Labour Relations	Edward (Ed) J. Cashman, Regional Executive Vice-President, PSAC National Capital Region
	
Jacques Emond, Negotiator	Mike McNamara, PSAC Negotiator

APPENDIX "A"
ACTIVE JOB CLASSIFICATION LIST

JOB LEVEL	JOB CLASSIFICATION TITLE R-SCALE
R-2	Summer Student Decontamination Helper
R-3	Decontamination Operator Laboratory Assistant
R-4	Motor Pool Facilities Operator Radiation & Decontamination Monitor Shipper/Receiver, Source Production (<i>Industrial</i>) Junior Draftsperson Junior Technician Junior Source Production Technician Graphic Production Artist Shipper/Receiver, Nuclear Medicine Decontamination Operator/Shipper, (<i>Industrial</i>) Production Control Expeditor
R-5	Development Technician I Draftsperson Metallurgical Technician Production Technician I Quality Control Technician I Source Production Technician I Senior Shipper/Receiver, Source Production (<i>Industrial</i>) Junior Radiation Surveyor Physics Technician I Junior Process Equipment Technician Senior Radiation & Contamination Monitor Material Controller Building Maintenance Mechanic Production Planning Technologist Senior Production Control Expeditor Senior Shipper/Receiver, Nuclear Medicine
R-6	Designer Development Technician II Graphics Designer/Technical Illustrator Production Technician II Quality Control Technician II Radiation Surveyor Source Production Technician II Process Equipment Technician Instrumentation Technician Heating & Power Service Mechanic

Apprentice Heating & Power Service Mechanic
Industrial Control Electrician
Physics Technician
Licensing Co-ordinator
Production **Support** Coordinator(*Industrial*)
Production Controller
Production Planner

R-7 Senior Designer
Senior Development Technician
Senior Production Technician
Senior Quality Control Technician
Senior Radiation Surveyor
Senior Measurement Quality Control Technician
Senior Process Equipment Technician
Senior Heating Power Service Mechanic
Glassblower **I**
Installation & Service Coordinator
Senior **Shift** Technician
Senior instrument Technician
Technical Publications Coordinator
Senior Industrial Control Electrician
Senior Licensing Co-ordinator
Senior Source Production Technician
Metallurgical Laboratory Technician
Radiographer
Senior Production Planner
Senior Design/Development Technician

R-8 Design Specialist
Glassblower **II**
Regulatory Affairs Specialist
Dosimetry Specialist
Materials Laboratory Specialist
Design Coordinator, Marketing Communications
Section Leader, Drawing Office
Design Coordinator
Production Coordinator
Production **Planning** Technologist

APPENDIX "B"
HISTORICAL, JOB CLASSIFICATION LIST

JOB LEVEL JOB CLASSIFICATION TITLE

R-4

R-5 Production Technician, Inactive Area
 Unit History Technician
 Illustrator

R-6 Production Engineering Planner
 Uranium Analysis Supervisor
 Waste Management Technician
 Decommissioning Technician
 Design Checker
 Planner-Scheduler
 Plant Engineering Coordinator
 Process Equipment Designer
 Quality Assurance Technician
 Technical Writer
 Technical Illustrator

R-7 Medical Service Coordinator
 Waste & Container Management Technician
 Administration & Drafting Coordinator
 Design Leader
 Engineering Documents Coordinator
 Senior Architectural Planner
 Senior Design Checker
 Senior Process Equipment Designer
 Senior Production Engineering Planner
 Senior Analytical Services Technician
 Senior Q.A. Technician
 Senior Metallurgical Technician

R-8 Production Engineering Planning Specialist
 Source Production Supervisor
 Quality Control Leader
 Production Process Leader

Letter of Understanding with Respect to Operational Flexibility

The parties agree to the formation **of** a sub-committee of the Union Management Committee which will be of **equal** representation. This sub-committee **shall** be responsible for initiating pilot project(s) in accordance with the principles below. The Company **shall** establish the area(s) for the pilot project(s). The sub-committee shall establish the process, review the results and **make** recommendations to the **UMC**.

This letter of understanding **will** expire on the termination date of this Collective Agreement. The following principles apply:

- Efficiency of operations is key to long-term success
- Employees, on a voluntary and case-by-case basis
- Mutual agreement between the employee and the manager
- **May** move from their current role **to** another role at **an** equal or lesser level
- To assist **in** completing non-core functions where balance of work permits
- Non-core functions are defined as those **tasks** in **a** job which do not require specific educational qualifications
- Maximum time required in such a role shall not exceed 60 working days per year
- Necessary training will be provided and both training and work completed will be compensated for at the employee's current rate of pay
- Volunteering employees will move into these roles on a rotating **and** seniority basis

Tim Strtak
President, PSAC Local 7036

May 30, 2006

Dear **Tim**,

Re: Post Retiree Benefits

This letter will confirm **our** understanding reached **during** bargaining on May 25, 2006 that MDS Nordion's practice of provision of retiree benefits will be eliminated as of July 1, 2008. However, employees who are either fifty-five (55) years of age with ten **(10)** years of service **or** forty-five **(45)** years of age with fifteen (15) years of service on **July 1, 2008** will be grandparented.

Sincerely,

Leslee Tape
Director, Employee & Labour Relations, MDS Nordion

