

AGREEMENT

Between

MDS (CANADA) INC., MDS NORDION DIVISION

And

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

For The Period

April 1, 2008 to March 31, 2011

Ottawa, Ontario

12590 (04)

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AGREEMENT

Between
MDS (CANADA) INC., MDS NORDION DIVISION

Hereinafter known as "*The Company*"

And

THE PUBLIC SERVICE ALLIANCE OF CANADA
(Local70367 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 (a) 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.
- (b) In addition, leaves of absence without pay of 4 days per person, per agreement year, and not to exceed 20 days per local shall be granted for members to attend union courses and training.
- (c) All requests for such leave will be submitted in writing prior to the absence and, whenever practicable, at least two (2) weeks in advance. Normally, not more than three (3) members shall be absent on such leave at any one time.
- 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 unit to participate in negotiations with the Company and leave without pay shall be granted 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.

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-chair 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 the parties shall schedule a hearing to be held within ten (10) days if either party requests a grievance hearing. 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.

11.09 Leave for Grievances

The Grievor and/or authorized representative will be granted up to 45 minutes leave with pay during working hours to prepare for second (2nd) or third (3rd) step grievance meetings with management. Permission will not be unreasonably withheld. On completion of the function for which permission to leave was granted, they will report to their manager before resuming work.

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 (a) The vacancy created by the filling of an initial position shall be posted and filled in the same manner as set out in 13.01. However, following the staffing of the second (2nd) position any vacancy created, which is R4 or lower, may be filled or posted in such manner as determined by the Company.

(b) An employee who has been selected and has accepted a new position shall be ineligible to apply (or to be considered) for another position for a period of six (6) months from the date of acceptance of the new position.

This restriction does not apply to temporary employees applying for full time positions.

13.03 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.

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

13.05 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.

13.06 (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 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 Short-Term Disability, eligible 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 \$2,500.00 per insured person.

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 three hundred (\$300.00) 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 three hundred (\$300.00) dollars per individual to June 30, 2010

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 Manager, or Management designate prior to the start of their shift where possible but otherwise as soon as possible thereafter.

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 C” 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 “D” 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 VACATION LEAVE CREDITS
APRIL 1, 2010 EFFECTIVE APRIL 1, 2010

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 then 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 eligible employees will receive a credit of 112.5 hours on commencing employment and a credit of 45 hours on each subsequent April 1st, except that those employees who commence on or after October 1st will receive a credit of 22.5 hours 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 45 hours if the employee's return was prior to October 1st, or 22.5 hours thereafter.

(c) **Short Term-Disability**

- (i) Payments for days away due to illness or non work related injury will be at 100% of base salary as long as there are sufficient sick leave credits to cover the absence.

Upon the expiration of sick leave credits, those employees to whom 17.04(b)(i) above applies, will receive 75% of their base salary for each incidental day of absence due to illness or non-work related injury or for the first 10 uninterrupted days of absence. Such payments will be made by the Company.

Should an employee continue to be absent due to illness or non-work related injury for a period longer than 10 uninterrupted days, following approval from the Carrier, the employee will receive 75% of base salary for the remaining period of the short term disability (up to 24 weeks), in accordance with Sun Life Policy 22128. The 75% is inclusive of disability benefits received from 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.

In the event the employee is not approved, the employee may make an application to SunLife for an appeal of the denial. If the appeal is disallowed, then the employee may grieve the decision through the grievance provisions under Article 11.

- (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) **Marriage 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. Compassionate Care Leave will be granted in accordance with the Canada Labour Code, as amended from time to time.

(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;

- (2) for an additional fifteen (15) weeks, payment equivalent to the difference between the employment insurance maternity benefits, the employee is eligible to receive and seventy-five (75%) percent of the employee's weekly rate of pay; and
- (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

The total parental leave period will not exceed 37 weeks. Applications for parental leave may be made by either parent or divided between both parents. Parental leave may commence any time following the birth of the child. In the case of the birth mother, parental leave will commence at the expiration of maternity leave.

For the first 9 weeks of parental leave, top-up benefit will be a combined total of 50 per cent of the employee's base pay (EI + MDS Nordion top-up)

(c) Adoption

The adoption leave period will not exceed 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 either parent or divided between both parents.

For the first 9 weeks of adoption leave, top-up benefit will be a combined total of 50 per cent of the employee's base pay (EI+MDS Nordion top-up).

(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.

Employees will continue to be enrolled in the pension and benefits plans and the employee contributions to the maintenance to the pension and benefits will be the responsibility of the employee. The amount for all employee paid benefit premiums and employee contributions to pension and/or Savings Plan will be made by a series of post-dated cheques provided by the employee to the employer prior to the commencement of leave and will be based on the salary of the employee as at the time leave begins.

(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	

(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 (FOR ALL 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 applies to employees who are working on the regular weekend shifts as described in 20.04(b)(iii) and who are involved in the production, testing, release and support of clinical and commercial products.

Calibration and Machine Shop groups will normally be required to work the day shift only.

Development Technicians will normally not be required to work these shifts.

(ii) 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.

(iii) 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

(iv) 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)

(v) 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 (37½) 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)(iii) and 20.04(c)(ii) will be considered one and one-quarter (1¼) 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 (1½) 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

(a) The terms and conditions governing any job sharing arrangements will be as mutually agreed to by the Union, the Employer, and the participants.

(b) 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.

(c) 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

(d) In addition, should an existing employee request a part-time work arrangement, the terms and conditions noted above will apply.

ARTICLE 20.13
FLEXIBILITY

Temporary Workload Balancing

- (1) From time to time as workload fluctuates in volume or relative priority, Management may move employees to another role at an equal or lesser level within the following categories:
 - (a) Development-QC-Production
 - (b) Lab Assistants, Warehouse, Central Dispensary, Shipping and Waste group, Monitors and Decontamination
 - (c) HEGS and Cobalt Source Production
 - (d) Facilities within Facilities

- (2) Parties agree to the creation of a Flexibility Sub-Committee, consisting of 3 (three) members of Management and 3 (three) members of the Union, that will be responsible for:
 - (a) Reviewing the implementation of flexibility assignments
 - (b) Resolving issues that may arise
 - (c) Reviewing the results of flexibility assignments
 - (d) Review other opportunities that may arise

- (3) The following principles will apply:
 - (a) Management may move employees to another role at an equal or lesser level on a voluntary basis. Should there be insufficient volunteers; an urgent meeting of the sub-committee shall be held to discuss implementation issues. The Union will have 5 (five) working days to propose a resolution. In the event that there is no agreed upon resolution, Management may select on a reverse seniority basis up to 5 (five) times per year.
 - (b) Necessary training will be provided and both training and work completed will be compensated for at the employee's current rate of pay.
 - (c) Work applies to any and all normal job duties of that job function.
 - (d) Maximum time required in such a role shall not exceed 90 working days per year. For the purposes of this sub-clause (d), any portion of a day worked will be recognized as a full day.
 - (e) Volunteering employees will move into these roles on a rotating and seniority basis;
 - (f) Time spent working in the alternate role will be recognized as time spent towards the 60 days referenced in 13.06(c).
 - (g) Flex time worked will be eligible for a flex premium of \$7.50 per day.

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, 2008, 2.25% salary scale increase

(ii) effective April 1, 2009, 2.25% salary scale increase

(iii) effective April 1, 2010, 2.25% salary scale increase

R-SCALE SALARIES
Effective April 1, 2008

<u>Level</u>	A	B	C	D	E	F	G
	23295.0						
<u>RSG</u>	0						
	26305.0	27621.0	29000.0	30159.0	31063.0		
R1	0	0	0	0	0	31995.00	32957.00
	30374.0	31894.0	33488.0	34826.0	35871.0		
R2	0	0	0	0	0	36948.00	38058.00
	34679.0	36414.0	38233.0	39764.0	40955.0		
R3	0	0	0	0	0	42185.00	43450.00
	39755.0	41744.0	43829.0	45582.0	46949.0		
R4	0	0	0	0	0	48357.00	49808.00
	45842.0	48133.0	50540.0	52562.0	54138.0		
R5	0	0	0	0	0	55765.00	57437.00
	52199.0	54810.0	57550.0	59852.0	61646.0		
R6	0	0	0	0	0	63496.00	65401.00
	58739.0	61676.0	64760.0	67350.0	69370.0		
R7	0	0	0	0	0	71451.00	73596.00
	65791.0	69080.0	72535.0	75437.0	77699.0		
R8	0	0	0	0	0	80030.00	82432.00
	71644.0	75224.0	78985.0	82148.0	84611.0		
R9	0	0	0	0	0	87148.00	89763.00
	79234.0	83197.0	87357.0	90850.0	93577.0		
R10	0	0	0	0	0	96384.00	99276.00

R-SCALE SALARIES
Effective April 1, 2009

<u>Level</u>	A	B	C	D	E	F	G
	23819.0						
<u>RSG</u>	0						
	26897.0	28242.0	29653.0	30838.0	31762.0		
R1	0	0	0	0	0	32715.00	33699.00
	31057.0	32612.0	34241.0	35610.0	36678.0		
R2	0	0	0	0	0	37779.00	38914.00

	35459.0	37233.0	39093.0	40659.0	41876.0		
R3	0	0	0	0	0	43134.00	44428.00
	40649.0	42683.0	44815.0	46608.0	48005.0		
R4	0	0	0	0	0	49445.00	50929.00
	46873.0	49216.0	51677.0	53745.0	55356.0		
R5	0	0	0	0	0	57020.00	58729.00
	53373.0	56043.0	58845.0	61199.0	63033.0		
R6	0	0	0	0	0	64925.00	66873.00
	60061.0	63064.0	66217.0	68865.0	70931.0		
R7	0	0	0	0	0	73059.00	75252.00
	67271.0	70634.0	74167.0	77134.0	79447.0		
R8	0	0	0	0	0	81831.00	84287.00
	73256.0	76917.0	80762.0	83996.0	86515.0		
R9	0	0	0	0	0	89109.00	91783.00
	81017.0	85069.0	89323.0	92894.0	95682.0		101510.0
R10	0	0	0	0	0	98553.00	0

R-SCALE SALARIES
Effective April 1, 2010

<u>Level</u>	A	B	C	D	E	F	G
	24355.0						
<u>RSG</u>	0						
	27502.0	28877.0	30320.0	31532.0	32477.0		
R1	0	0	0	0	0	33451.00	34457.00
	31756.0	33346.0	35011.0	36411.0	37503.0		
R2	0	0	0	0	0	38629.00	39790.00
	36257.0	38071.0	39973.0	41574.0	42818.0		
R3	0	0	0	0	0	44105.00	45428.00
	41564.0	43643.0	45823.0	47657.0	49085.0		
R4	0	0	0	0	0	50558.00	52075.00
	47928.0	50323.0	52840.0	54954.0	56602.0		
R5	0	0	0	0	0	58303.00	60050.00
	54574.0	57304.0	60169.0	62576.0	64451.0		
R6	0	0	0	0	0	66386.00	68378.00
	61412.0	64483.0	67707.0	70414.0	72527.0		
R7	0	0	0	0	0	74703.00	76945.00
	68785.0	72223.0	75836.0	78870.0	81235.0		
R8	0	0	0	0	0	83672.00	86183.00
	74904.0	78648.0	82579.0	85886.0	88462.0		
R9	0	0	0	0	0	91114.00	93848.00
	82840.0	86983.0	91333.0	94984.0	97835.0	100770.0	103794.0
R10	0	0	0	0	0	0	0

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**

The following shift differentials will apply:

(a) Night Shift: \$2.50

Evening Shift:(scheduled to finish at 10 :00 pm or later) \$2.00

(b) Weekend Shift: Employees who are required to work a regularly scheduled weekend shift as outlined in Article 20.04(b)(iii) will receive a payment of fifty-five dollars (\$55.00)for each Saturday and/or Sunday worked in addition to any other wages or payment they are entitled to for that day and a further increase to \$60.00 upon implementation of the Wednesday to Saturday shift, in accordance with the Letter of Understanding – Saturday Radiopharm Shift..

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%~~ 6%of the maximum of the assigned range, rounded to the nearest \$25;
3. The employee's present salary increased by ~~4%~~ 6% 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 allowances is fourteen dollars (\$14.00), 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 SECURITY

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.

(iv) The Company shall provide an updated Seniority list to the Union on a quarterly basis.

(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 courier 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

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, unless agreed upon by both sides at the beginning of the meeting.

- 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.
 - (e) Ergonomics will be a standing agenda item at the Policy 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 as well as on Company information systems..
- 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
TERM ASSIGNMENTS OR TEMPORARY EMPLOYEES

33.01 TERM ASSIGNMENT

- (a) For the purposes of this Article, term assignment shall mean when an existing full time employee either applies for or is appointed to a term assignment.
- (b) If the term assignment is expected to last twelve (12) months or more:
 - (i) the Employer may use the Acting Pay provision, or if not;
 - (ii) the Employer will post and fill in accordance with Article 13 of the Collective Agreement;
 - (iii) 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;
 - (iv) if there are no qualified bargaining unit applicants, then the position can be filled with a temporary employee.
- (c) If the term assignment is expected to last less than twelve (12) 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.
- (d) If a term assignment which is expected to last less than twelve (12) months exceeds the twelve (12) 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.

33.02 TEMPORARY EMPLOYEE

- (a) In accordance with the purposes set forth in this Article, a temporary employee shall mean an employee, hired from outside, to fill a temporary requirement for a specified period of time. A temporary employee includes summer and co-op students.
- (b) Temporary employment opportunities may arise in three (3) general categories:
 - (i) Employees required to replace existing employees absent on leaves or who have taken term assignments as provided in the Collective Agreement;
 - (ii) Limited duration situations which arise from such things as projects and/or experimental activities.
 - (iii) Summer or Co-op students
- (c) All temporary employees falling within the scope of The Public Service Alliance of Canada Local 70367 shall pay union dues from their initial date of employment.

(d) Temporary employees will be entitled to the rights, benefits and working conditions of the Collective Agreement on the first of the month following 6 months of continuous service, with the exception of entitlements under Article 16 and Long Term Disability. In the interim Vacation Pay and General Holidays (designated paid holidays) shall be paid in accordance with the Canada Labour Code.

33.03 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 TEMPORARY REQUIREMENT

If a temporary requirement situation becomes an established part of the Employer's workforce, the position shall be posted in accordance with Article 13.

ARTICLE 34
DURATION AND AMENDMENT OF AGREEMENT

- 34.01 This Agreement when signed by the parties hereto, shall become effective from April 1, 2008 except as otherwise specified herein, and shall remain in full force and effect until March 31, 2011, and from year to year thereafter, unless amended or terminated in the manner provided herein.
- 34.02 Retroactivity to April 1, 2008 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, 2011 and March 31, 2011 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 22nd day of February, 2010 executed this Agreement by the hands of their proper officers.

On behalf of MDS (CANADA) Inc., MDS NORDION DIVISION	On behalf of THE PUBLIC SERVICE ALLIANCE OF CANADA
Leslee Tape, Director, Employee & Labour Relations	Mike Thompson, President PSAC Local 70367
Darrell Lines, Director, Operations	Carolle Chevrier, Bargaining Team Member PSAC Local 70367
Corby Nicholson, Director, Operations	Carl Villeneuve, Bargaining Team Member PSAC Local 70367
Rick Beekmans, Director, EHS Nuclear Compliance	Rob Dykens, Bargaining Team Member PSAC Local 70367
Sarah Lavoie, QA Manager	Greg McIvor, Bargaining Team Member PSAC Local 70367
	Jennifer Garritsen, Bargaining Team Member PSAC Local 70367
Jacques A. Emond, Negotiator	Mike McNamara, PSAC Negotiator
Christopher Ashwood, Sr. Vice President, Human Resources	Maria Fitzpatrick, Regional Executive Vice-President, PSAC National Capital Region

APPENDIX "A"
ACTIVE JOB CLASSIFICATION LIST

<u>JOB LEVEL</u>	<u>JOB CLASSIFICATION TITLE R-SCALE</u>
R-2	Summer Student Decontamination Helper
R-3	Decontamination Operator Laboratory Assistant Inventory Controller
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 Senior Motor Pool Facilities Operator
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
Sr. Building Maintenance Mechanic
Shipping & Waste Coordinator

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

<u>JOB LEVEL</u>	<u>JOB CLASSIFICATION TITLE</u>
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

APPENDIX “C/D” – LENGTH OF SERVICE LISTS

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

Letter of Understanding – Moly Shift

The Company has an opportunity to secure a greater share of the marketplace with respect to Moly 99 supply. As a result MDS Nordion would have to be able to ship Moly 99 three (3) hours earlier.

The Company and the Union agree to the following:

- The Union agrees to amend the existing Moly shift as per article 20.04(a)(iii) in the Collective Agreement to a start and finish time of 7:00 pm to 3:00 am
- The Company agrees that if no deliveries are scheduled the start and finish times can revert to the shift outlined in the current Collective Agreement Article 20.04(a)(iii).
- The Company agrees to implement this change if and when a deal with the customer is made that requires the earlier delivery time.

DATED at OTTAWA, this 24th day of June, 2009.

Mike Thompson
President,
PSAC Local 70367

DATED AT OTTAWA, this 24th day of June, 2009.

Rick Beakmans
Director, Manufacturing Operations

New Letter of Understanding for Monitors Working the Surveyor Shift:

The Company and the Union recognize and agree that the Surveyor shift 20.04(d) is for the Surveyor position only.

Notwithstanding the above, a few members of the Monitor team in the Nuclear Medicine active area have requested to work the Surveyor shift. The Monitors have agreed that those employees within the team wishing to work the Surveyor shift, meets the needs of all team members. The Manager agrees to schedule those employees interested in the Surveyor shift provided those employees agree to this arrangement and that it continues to meet the operational requirements of the Company. Monitors not interested in this shift will not be scheduled onto the Surveyor shift.

In the event any team member changes his/her mind this matter will be reviewed. The Company reserves the right to stop or change this shift to an alternate shift as outlined in the Collective Agreement. Should this be required, the Company will meet the notice requirements as per the Collective Agreement.

DATED at OTTAWA, this 24th day of June, 2009

Mike Thompson
President,
PSAC Local 70367

DATED AT OTTAWA, this 24th day of June, 2009.

Leslee Tape,
Director, Employee & Labour Relations

LETTER OF UNDERSTANDING – SATURDAY RADIOPHARM SHIFT

Where a new product is identified for production, there may be a requirement to amend the existing Radiopharm shifts to include a Wednesday to Saturday day shift, 7:00 am to 4:30 pm.

The Union and the Company will have a 60 calendar day consultation period and will review work requirements, numbers of employees required, scheduling and rotation.

The Calibration and Machine Shop groups and Development Technicians will be treated in the same fashion as 20.04(b)(i).

Weekend premium will apply.

The grandfather clause will apply.

Various issues that will be considered, but not restricted to, are the following:

- Volunteers will be sought first and personal preferences will be considered. Should there not be sufficient volunteers the principle of equal rotation will be followed.
- Once training is completed and there are sufficient qualified employees, they will not be required to work more than two Wednesday to Saturday shifts in a four week period.
- Employees will not be required to work a Sunday to Wednesday shift immediately following working the Wednesday to Saturday shift.

DATED at OTTAWA, this 24th day of June, 2009.

Mike Thompson
President,
PSAC Local 70367

DATED AT OTTAWA, this 24th day of June, 2009.

Leslee Tape,
Director, Employee & Labour Relations

LETTER OF UNDERSTANDING – FACILITIES BARGAINING UNIT WORK

Following ratification of the Collective Agreement, the Company will immediately begin to review and reduce the amount of contractor hours, with the exception of projects.

After 60 days of the NRU becoming operational, and the commitment from AECL for the normal, continuous supply of isotopes, the Company undertakes to post 2 positions in the Facilities group; one Industrial Control Electrician, and one Heating and Power Service Mechanic.

Any further issues with respect to Bargaining Unit work will be discussed at UMCC.

DATED at OTTAWA, this 24th day of June, 2009.

Mike Thompson
President,
PSAC Local 70367

DATED AT OTTAWA, this 24th day of June, 2009.

Leslee Tape,
Director, Employee & Labour Relations

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