

**AGREEMENT**

**BETWEEN**

**MDS NORDION INC.**  
**(hereinafter referred to as the "Company")**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
**LOCAL 20020**  
**(hereinafter referred to as the "Union")**

**for the period**  
**April 1, 2004 to MARCH 31, 2007**

**VANCOUVER, BRITISH COLUMBIA**

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**ARTICLE 1**  
**PURPOSE**

**1.1** The purpose of this collective agreement is to maintain harmonious and mutually beneficial relationships between the Employees, the Union, and the Employer; to set forth certain terms and conditions of employment affecting employees covered by this agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees. The Parties recognize that the business in which the Company is engaged is highly competitive and that the Company must be able to maintain an efficient operation and continually improve its productivity in a strong, competitive market, and the Union agrees to be flexible and support the Company in attaining these objectives.

**ARTICLE 2**  
**RECOGNITION**

**2.1** The Company recognizes the Union as the sole bargaining agent for all employees of the Company employed in its operations in the Vancouver area described in the Certificate issued by the Canada Labour Relations Board on 1996 August 15 (Board File 555-4077).

**2.2** The word “employee” or “employees” whenever used in this agreement shall mean any or all of the employees in the bargaining unit as defined above.

**ARTICLE 3**  
**LEGISLATION**

**3.1** Should any provision of this Agreement be found to be in conflict with any applicable federal 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**  
**MANAGEMENT RIGHTS**

**4.1** Except as, and to the extent specifically modified by this agreement, all rights and prerogatives of management not otherwise dealt with elsewhere in this agreement are retained solely by the Company and remain exclusively and without limitation within the rights of the Company and its management and may be exercised by management as it, in its discretion, sees fit.

**ARTICLE 5**  
**COMPANY POLICIES**

**5.1** The Company will forward to the President of the Local a copy of all Standard Policies and Procedures affecting employees, and amendments thereto, immediately as they are issued.

**5.2** 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.

## **ARTICLE 6 HEALTH AND SAFETY**

**6.1** 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 cooperate fully to promote health and safety in the work place and to promote enforcement of health and safety rules and regulations.

**6.2** The Company shall ensure that the safety and health at work of every person employed by the Company is protected. The Company will welcome suggestions from the Union and the parties will undertake to consult with a view to adopting and expeditiously carrying out procedures and techniques to minimize the risk of occupational injury and illness.

**6.3** The Company will continue to form a Joint Occupational Health and Safety Committee (JOHSC) which complies with the requirements of the Canada Labour Code, Part II.

**6.4** The existence of health and safety hazards in the work place is subject to the Grievance and Arbitration procedures of the Agreement.

**6.5** Each employee shall have access to his/her personal radiation dose records.

**6.6** Upon request the Company agrees to provide to the JOHSC:

- a)** Information in its possession with respect to conditions in the workplace where this information affects employees in the Bargaining Unit. This information shall not include any medical records of any employee.
- b)** Monthly, year-to-date and lifetime exposure data of employees of the Bargaining Unit. Names will not be listed.

**6.7** All employees designated as "Nuclear Energy Workers" (NEW'S) under the definitions of the Atomic Control Regulations shall receive thorough instruction on radiation safety. This training shall be provided to each new employee designated as a NEW prior to the commencement of work and refresher training shall be provided on a regular basis.

**6.8** The Canada Labour Code, Part II shall apply in any case of refusal to work due to danger. Subject to the Canada Labour Code, Part II, 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. Such instruction and training will be part of the standing emergency response program.



**6.9** The Company shall provide all company required uniforms and safety protective items.

**6.10** The Company will make available, to a reasonable number of employees, an opportunity to train in industrial first aid. The names and locations of the trained individuals will be posted on bulletin boards throughout the Company.

**ARTICLE 7**  
**ANTI-DISCRIMINATION POLICY**

**7.1** The provision of the Canadian Human Rights Act shall be adhered to. For clarification this means that there shall be no discrimination on the grounds of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted.

## **ARTICLE 8 HARASSMENT POLICY**

**8.1** The Company, the Union, and the employees are committed to provide a positive work environment which ensures equal opportunity for all employees, and is supportive of personal goals, dignity and self-esteem.

**8.2** In keeping with the principle of the Human Rights Code, the company, the union, and the employees recognize each employee's right to receive fair treatment in the workplace, and to work in an environment free of harassment inclusive of sexual harassment. Therefore, the company has implemented a Workplace Harassment Policy. This Policy prohibits acts of harassment or discrimination by all of the following: managers, supervisors, co-workers, business co-workers and business contacts. Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

**8.3** The parties recognize the need to discourage, and prevent harassment (inclusive of sexual harassment) and discrimination and to ensure any employee who believes to have been harassed or discriminated against be provided with a redress mechanism. All persons involved in the handling of discrimination or harassment complaint shall hold in the strictest confidence all information of which they become aware.

**8.4** To this end the company, the union, and the employees agree to follow the company's Workplace Harassment Policy and procedure. Before proceeding to the formal complaint mechanism, an employee who believes they have a complaint of harassment or discrimination may approach their manager, or any manager, or any member of the Human Resources Team, to discuss potential means of resolving the matter. In addition the employee may wish to include a union representative during discussions with management or Human Resources, at their discretion,

An alleged harasser will be given due process and the company agrees that any investigation shall be carried out with due diligence but within as short a period as possible taking into consideration the specific circumstances of the complaint. After following the redress procedure in the company's policy, any employee who feels they have not been treated fairly may refer the matter to either step one or two of the grievance procedure, as deemed appropriate by the employee. At any stage in this procedure an employee may seek assistance and/or involvement of a union representative.

It is understood that in addition to the above the employee may lodge a complaint with the Canadian Human Rights Commission at any time in the process.

**ARTICLE 9**  
**NO STRIKES OR LOCKOUTS**

**9.1** There shall be no strikes or lockouts during the period of this Agreement. The word “strike” and the word “lockout” shall be defined in accordance with the definitions set out in the Canada Labour Code.

**ARTICLE 10**  
**BARGAINING UNIT WORK**

**10.1** Non-bargaining unit employees shall not perform duties normally assigned to members of the bargaining unit if the performance of such work directly causes the layoff of members of the bargaining unit. Bargaining unit work is all those duties and functions normally performed through established practice by members of the bargaining unit as of the date of ratification of this collective agreement.

**ARTICLE 11**  
**TECHNOLOGICAL CHANGE**

**11.1** The Company will notify the Union a minimum of one hundred and twenty (120) days in advance of any technological change which may adversely affect the employment status or working conditions of employees.

**11.2** 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 12 UNION SECURITY**

**12.1** 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.

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

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

**12.4** 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.

### **Union Information**

**12.5** The Company shall forward to the Union the name of all newly-hired employees, who will be included in the bargaining unit, at the time of commencement of employment with the Company. The Company further agrees to inform the Union of the name of any employee in the bargaining unit leaving the employ of the Company.

**12.6** On request, the employees shall be provided with a statement of their leave credits and sick credits. A statement of the employee's pension plan status will be provided annually.

**12.7** The Company will furnish each employee in the bargaining unit with a signed copy of the Collective Agreement upon their commencement of employment.

### **Bulletin Boards**

**12.8** The Company agrees to provide bulletin boards for the use of the Union.

### **Union Dues**

**12.9** The Company will deduct from the monthly salary of all employees in the bargaining unit, a sum equal to the regular monthly dues of the Union. The Company will remit the sum, together with a list of the employees for whom provisions have been made, to the Union within 15 days of the pay date.

**12.10** It is the responsibility of the Union to advise the Company in advance of any change in its monthly dues.

**12.11** The Company agrees to provide the Union with an annual list of total dues deductions paid by each employee prior to February 1 of each year for the previous calendar year. This amount shall be included on the employee's T4 slip.

**12.12** The Union agrees to indemnify and save the Company harmless against any and all claims or any other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this article.

**Bargaining Leave**

**12.13** Subject to operational requirements, leave shall be granted to two (2) employees of the bargaining unit to participate in collective bargaining negotiations with the Company. These employees shall not suffer any loss of regular pay while attending meetings with the Company in these negotiations. This provision shall not apply to any negotiations after an application for conciliation has been made.

**Union Leave**

**12.14** Subject to operational requirements, Union leave of absence without pay shall be granted to members of the bargaining unit, not to exceed thirty (30) days per agreement year, in total for all members of the bargaining unit for the purpose of members attending Union training courses, conventions and conferences.

**12.15** Normally not more than two (2) members shall be absent on such leave at any one time. All requests for such leave will be submitted in writing prior to the absence and whenever practical, at least two (2) weeks in advance.

**12.16** When an employee is on leave without pay for the purposes of Union activities all regular salary and benefit payments will continue to be paid by the Company and shall be repaid to the Company by the Union within thirty (30) days.

**Union Office**

**12.17** Leave of absence without pay, for a period not exceeding three (3) years, shall 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.



**ARTICLE 13**  
**EMPLOYEE FILES**

**13.1** An employee will be able to review their Personnel file three times per year, in the presence of a Human Resources Department representative. Any items that the employee may not have will be copied, within reason. Any employee wishing to review their Personnel file must make the request in writing one (1) week in advance to the Human Resources Department and an appointment will be arranged within one (1) week. An employee has the right to Union representation, if requested.

**13.2** A copy of any disciplinary reprimand placed on an employee's file will be provided to the employee.

**13.3** 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 twenty-four (24) months, provided that no further disciplinary action of a similar nature has been recorded during this period.

**13.4**

No document from an employees' personnel file or any other employer held file may be introduced in evidence in a hearing relating to disciplinary action if the employee was not aware of the document.

## **ARTICLE 14 GRIEVANCE**

### **Definition of a Grievance**

**14.1** A grievance is any written complaint made by an employee or group of employees regarding the interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether a matter is arbitrable.

**14.2** Grievances must have the approval and support of the bargaining agent,

**14.3** Nothing in this provision deprives the employees of any right or remedies to which they are entitled in any legislation.

### **Definition of “Days”**

**14.4** The word “days” as used in this article shall mean Monday to Friday not including holidays.

### **Employee’s Right to Representation**

**14.5** An employee may be represented by the Union at each step of the grievance procedure. The Company shall advise the employee of this right to representation.

### **Grievance Procedure**

**14.6** Before submitting a grievance, an employee should discuss the matter with the supervisor and shall give the supervisor an opportunity to resolve the matter within two (2) days of the discussion. An employee may, if desired, be assisted or represented by the Union during such discussions.

**14.7** Within ten (10) days of the matter giving rise to the difference, or within ten (10) days of the employee or the Union becoming aware of the matter giving rise to the difference the employee or the Union may submit a written grievance.

**14.8** The grievance should be presented on the grievance form but shall not be denied solely because it is not on the grievance form.

### **Step 1**

**14.9** The employee may submit a written grievance to the supervisor including details of the grievance, the articles allegedly violated and the remedial action requested. The form shall be signed by the employee and the Union representative. The written grievance shall be presented to the employee’s immediate supervisor or in the absence of their supervisor, to another supervisor or to Human Resources, who will sign and date the grievance. If the Company does not grant the remedial action requested, a hearing shall be scheduled to occur within ten (10) days of the receipt of the grievance. The Company shall inform the Union of its decision within five (5) days of the hearing.

## **Step 2**

**14.10** If the grievance is not settled to the grievor's satisfaction at the first level, the grievor has ten (10) days from receipt of the Company's decision to submit the grievance to the Site Manager, The Company shall schedule a further hearing within ten (10) days of the matter being submitted to Step 2. The Company shall inform the Union of its decision within five (5) days of the hearing.

**14.11** If the grievance is not settled to the grievor's satisfaction at this level, the Union has thirty (30) days from receipt of the Company's decision to decide if the grievance shall be sent to arbitration.

### **Group Grievance**

**14.12** Where more than one employee has essentially the same grievance arising from the same set of facts or circumstances the group grievance may be filed by having all such employees sign a grievance at Step 1. However, if requested by the Company, only one of such employees, selected by the Union, shall be present at the meetings. The group grievance shall then be processed through the grievance procedure.

### **Discharge Cases**

**14.13** An employee may only be suspended or discharged for just cause. A lesser standard for discharging probationary employees for performance reasons will apply during the probationary period. Such employee and the Union shall be advised within five (5) working days in writing by the Company of the reasons for such discharge or suspension. For clarification, discharge shall not include a layoff due to lack of work, or suspension of operations.

**14.14** A claim by an employee alleging discharge without just cause shall be treated as a grievance and shall commence at Step 2 of this article, provided that a written grievance signed by the employee and the Union representative is presented to the Site Manager within ten (10) days after the receipt of the reasons for discharge.

### **Withdrawal of Grievances**

**14.15** The Union shall have the right to withdraw any grievance at any stage of the proceedings.

### **Leave for Grievances**

**14.16** No employee or authorized representative will leave their work during working hours to discuss complaints or grievances without first obtaining the permission of their supervisor or in the absence of their supervisor, from another supervisor or from Human Resources. Subject to operational and safety requirements, permission will not be unreasonably withheld.

**14.17** When a discussion or meeting on a complaint or grievance takes place during the grievor's normal working hours and leave is granted to the employee, the grievor shall not suffer any loss of regular pay.

**14.18** When a discussion or meeting on a complaint or grievance takes place during the authorized Union representative's normal working hours and leave is granted to the authorized Union representative, the authorized Union representative shall not suffer any loss of regular pay. This clause shall not apply during any arbitration proceeding.

**14.19** Employees and Union representatives will not be entitled to be paid when a discussion or meeting on a complaint or grievance takes place outside their normal working hours.

## **ARTICLE 15 ARBITRATION**

A grievance referred to arbitration shall be to a single arbitrator, such arbitrator to be named on a case by case basis.

**15.2** The arbitrator shall have all the powers described in the Canada Labour Code, including, in the case of discharge or discipline, the power to substitute for the discharge or discipline, such other penalties that the arbitrator deems just and reasonable in the circumstances, including compensation for lost income.

**15.3** The decision of the arbitrator shall be final and binding and enforceable on all parties, but in no event shall the arbitrator have the power to change the collective agreement or to alter, modify or amend any of its provisions.

**15.4** It is understood that no matter may be submitted to arbitration which has not been properly carried through Steps 1 and/or 2 of the grievance procedure. The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.

**15.5** The parties shall share the fees and expenses of the arbitrator equally

## **ARTICLE 16 HOURS OF WORK**

**16.1** The work week for full-time employees shall be thirty-seven and one-half (37.5) hours. Normally, the work day shall be seven and one-half (7.5) hours exclusive of the meal period. The meal period is recognized as thirty (30) minutes and will be taken subject to operational requirements and personal preferences.

**16.2** Normally, the work week will be Monday to Friday and consisting of five (5) consecutive days. The normal working hours will be between 0600 and 1700 hours, but may vary by up to one hour subject to operational requirements, employee preference, and employer approval.

### **Alternative Work Schedule**

**16.3** Where an individual expresses an interest to work an Alternative Work Schedule (AWS) within the principles contained in this article, a joint union/management committee shall be formed, consisting of a member of the local executive, a representative of the affected employees appointed by the Union **and** a manager to co-operatively develop an AWS.

**16.4** The AWS must address the following principles: employee interests, business demands, and efficiency of operations.

**16.5** The AWS will be implemented on a trial basis for a period of four (4) months and shall be reviewed by the committee during the last thirty (30) days of the trial period.

**16.6** Should the review conclude that the AWS is not mutually satisfactory, then the committee shall either develop a new AWS with resulting trial period, or revert back to the normal hours of work.

### **Breaks**

**16.7** Employees are entitled to two (2) paid breaks of fifteen (15) minutes each, the first to be taken before the meal period, the second to be taken after it.

**16.8** Breaks shall be taken subject to operational needs and employee preferences but may not be used to modify the work day.

**16.9** The break period is inclusive of any time required to leave and return to the personal work area.

## **ARTICLE 17 OVERTIME**

### **General Regulations**

**17.1** 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 (1.5) times the normal hourly rate of pay for each hour of overtime work performed.

**17.2** 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.

**17.3** 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.

**17.4** The Company shall make every reasonable effort to give employees who are required to work scheduled overtime five (5) working days advance notice of this requirement.

**17.5** Upon request of an employee and with the approval of the Company overtime may be compensated in leave with pay. When this method is used the leave with pay will be earned at the appropriate rate of pay in accordance with this article for the hours worked 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).

**17.6** When an employee has worked ten (10) hours of overtime in one (1) week for which they have 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.

**17.7** An employee who is required to work overtime will not be paid for overtime work of one-half (0.5) hour or less. However, should the overtime work period extend beyond one-half (0.5) hour, payment will be calculated to the nearest half-hour.

### **Overtime on Days of Rest**

**17.8** 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 (7.5) hours and double time thereafter. Authorized overtime work performed on the second day of rest shall be paid at the rate of double time.

### **Overtime on Designated Paid Holiday**

**17.9** *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.

### **Overtime on Off-Site Assignments**

**17.10** 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 Vancouver area. (Travel does not constitute work.)

### **Call Outs and Overtime Between Regular Work Periods**

**17.11** Employees who have completed regular periods of work and have left the work premises and are required to return before their next regular work period to perform extra service which does not continue until the start of that period, will receive pay for a minimum of two and one-half (2.5) hours at time and one-half.

Recognizing the unique location of the Vancouver worksite, a per diem allowance of \$23.00 to cover additional out-of-pocket expenses incurred shall be granted to workers for each day the employee is called back to work or required to work overtime that necessitates the employee returning to work.

### **Meal Period Compensation**

#### **17.12 Overtime on a Normal Work Day**

- a) Where the employee is required to do more than three (3) hours' work immediately before or immediately after the normal work period, they will be entitled to take a one-half (0.5) hour meal period.
- b) 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 (3.5) hours or more.
- c) In addition to compensation for the meal period outlined above, the employee shall be entitled to a meal allowance as set out in this section.

#### **17.13 Call Outs and Overtime Between Regular Work Periods**

In relation to section 17.11 above, if work extends over a normal meal period, the employee will be given a meal allowance and 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 (0.5) hour at time and one-half for the meal period.

#### **17.14 Meal Allowance**

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



### **17.15 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 for each eight (8) consecutive hours or portions 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/or Company provided pager and be readily available to respond and/or 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)** 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 17.11 Call Out and Overtime Between Regular Work Periods.

### **Traveling To and From Outside Assignments**

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

**a)** When an employee travels on a day that is not the employee's day of rest;

**i)** The employee shall receive, subject to ii) immediately following, their normal salary but no additional compensation.

**ii)** The employee shall, if the employee has 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 the employee is required to spend in traveling 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 the employee shall receive for any one day, overtime pay at time and one-half for the actual time spent in traveling, to a maximum of one day (seven and one-half (7.5) hours) at time and one-half.

- c) When an employee works and travels on a day of rest the employee 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 the employee receives overtime compensation for other reasons, does not exceed seven and one-half (7.5) hours.
  - iii) Normal hourly rate of pay to a maximum of six (6) hours for travel time in excess of ii) above.
  
- d) This article shall not apply to travel for training assignments.

**17.17 Extended Travel Allowance**

Members of the Bargaining Unit will be entitled to claim the Extended Travel Allowance as per Company Policy.

**ARTICLE 18**  
**DESIGNATED PAID HOLIDAYS**

**18.1** 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:

<b>New Year's Day</b>	<b>Labour Day</b>	<b>Good Friday</b>
<b>Thanksgiving Day</b>	<b>Easter Monday</b>	<b>Remembrance Day</b>
<b>Victoria Day</b>	<b>Christmas Day</b>	<b>Canada Day</b>
<b>Boxing Day</b>	<b>Civic Holiday</b>	<b>One (1) Additional Company Holiday</b>

**18.2** The dates for observance of the additional paid holiday will be determined by each employee in consultation with their supervisor.

**18.3** The rate of pay for each designated paid holiday is the employee's normal daily rate of pay.

**18.4** 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.

**18.5** Employees required to work on a designated paid holiday will receive the applicable overtime rate.

**ARTICLE 19**  
**VACATION LEAVE**

**19.1** All vacation leave must be approved in advance by the Company. Applications for vacation leave should be made in writing at least 24 (twenty-four) hours in advance by the employee. Requests for vacation leave of five (5) days to ten (10) days should be made two (2) weeks in advance by the employee. Requests for vacation leave for periods of greater than ten (10) days should be made one (1) month in advance by the employee. The Company will make every effort to respond to the leave request within two (2) days for requests of less than ten (10) days and respond within five (5) days for requests of greater than ten (10) days.

**19.2** Subject to operational requirements, the preference of employees with respect to their vacation period will be given consideration by the Company on a first come, first serve basis. In the event that the Company receives conflicting simultaneous requests for concurrent leave dates, preference will be given to the senior employee.

**19.3** The vacation year shall extend from April 1 to March 31 of the following year.

**Vacation Leave with Pay Credits**

**19.4** 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 vacation year (March 31).

<b>Continuous Service By April 1</b>	<b>Vacation Leave Credits Effective April 1</b>
1/2 but less than 7 years	15 days
7 but less than 8 years	16 days
8 but less than 9 years	17 days
9 but less than 10 years	18 days
10 but less than 15 years	20 days
15 but less than 17 years	21 days
17 but less than 19 years	22 days
19 but less than 20 years	23 days
20 but less 25 years	25 days
25 but less than 26 years	26 days
26 but less than 28 years	27 days
28 but less than 30 years	28 days
30 but less than 32 years	29 days
32 years or more	30 days

**19.6** 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.

**Carryover**

**19.7** 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.

**19.8** Credits carried over as vacation leave which include a fractional entitlement of 1/4 or 3/4 of a day shall be increased by 1/4 day.

**19.9** Employees who have prior service with the Company will be credited with annual vacation on the basis of their total accumulated service. Total accumulated service shall be the sum of current service and service in previous periods of employment with the Company.

## **ARTICLE 20 SICK LEAVE**

**20.1** Sick leave with pay is for use only where an employee is unable to work due to illness or injury 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. A medical certificate is a document satisfactory to the Vice-president, Human Resources, such as a statement signed by a physician.

- a) In the case of a dental, eye or medical appointment, an employee will have the option of:
  - i) Using one-half (1/2) day sick leave, or one (1) day if the appointment is outside the area normally serving the Company site.
  - ii) Making-up an equivalent amount of time on a straight time basis, subject to operational needs.
  - iii) Using previously accumulated Time in Lieu.
- b) A medical certificate is a document satisfactory to the Vice-president, Human Resources, such as a statement signed by a physician.

### **20.2 Sick leave will accumulate as outlined below:**

- a) All employees will receive a credit of fifteen (15) days on commencing full-time employment and a credit of six (6) days on each subsequent April 1, except that those employees who commence on or after October 1 will receive a credit of three (3) days on April 1 following.
- b) Employees who are absent on the Long Term Disability Insurance Plan on April 1 will not be credited with sick leave until the April 1 following the employee's return to work; the credit will be six (6) days if the employee's return was prior to October 1, or three (3) days thereafter.
- c) The leave year shall extend from April 1 to March 31 the following year.

### **Intermediate Term Sickness/Disability**

**20.3** Upon the expiration of sick leave credits, employees will receive 75% of their basic salary during their sickness or disability absence to a maximum of twenty-six (26) weeks. 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.

**20.4** 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 the employee 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%.

### **Long Term Sickness/Disability**

**20.5** The Company will provide a Long Term Disability Insurance Plan. Upon expiration of the Intermediate Term coverage, participating employees will receive long term disability benefits of 66-2/3% of their basic pre-disability salary, subject to approval by the Carrier.

### **20.6**

Leave for medical, dental, eye, or other items as agreed upon between the employee and their direct supervisor will be allowed to a minimum of one hour per appointment and to a maximum usage of nine (9) hours per leave year.

For utilization in excess of nine (9) hours per leave year an employee will have the option of:

- i) Making-up an equivalent amount of time on a straight time basis, subject to operational needs.
- ii) Using previously accumulated Time in Lieu.

**ARTICLE 21**  
**MATERNITY, PARENTAL AND ADOPTION LEAVE**

**General**

Every employee who is entitled to and 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.
- b) Inform the Employer in writing of the length of leave intended to be taken.

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.

**21.3** Employees will be informed of employment, promotions or training opportunities for which they are qualified that arise during the leave period.

**21.4** 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 MDS Nordion Retirement Plan and group insurance plans during the leave period.

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

**Maternity**

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



**Supplementary Unemployment Insurance Benefits Plan (SUB Plan)**

**21.7** *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 *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. Payments with respect to a period of maternity leave made according to the Supplementary Unemployment Benefits Plan will consist of the following:

- a) for the first two (2) weeks, where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, payments equivalent to seventy-five (75%) percent of the employee's weekly rate of pay; and
- b) for an additional two (2) weeks, payment equivalent to the difference between the Employment Insurance maternity benefits, the employee is eligible to receive seventy-five (75%) percent of the employee's weekly rate of pay; and
- c) for up to a maximum of an additional thirteen (13) weeks, payment equivalent to the difference between the Employment Insurance maternity benefits, the employee is eligible to receive fifty-five (55%) percent of the employee's weekly rate of pay.

**21.8** 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 Insurance benefits, the payments shall be adjusted accordingly.

**21.9** Employees shall have no vested right to payments under the Plan except to payments during a period of unemployment 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.

**Parental**

**21.10** Eligible employees shall be granted parental leave for child care responsibilities which will not exceed thirty-seven (37) weeks and will commence at the expiration of the maternity leave within fifty-two (52) weeks after the birth of the child.

**Adoption**

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

### **Aggregate Leave**

**21.12** The aggregate amount of leave that may be taken by one or two employees in respect of the same birth shall not exceed fifty-two (52) weeks leave.

### **Payroll Considerations and Administration**

**21.13** 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.

**21.14** Maternity leave, parental leave, and adoption leave 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 the employee is deemed to have received pay while on maternity leave, parental leave, or adoption leave.

### **Rate of Pay**

**21.15** 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.

**ARTICLE 22**  
**SPECIAL LEAVE AND OTHER LEAVE**

**Marriage of Employee**

**22.1** Special leave with pay of five (5) days will be granted once for the purpose of getting married, provided that the employee will be continuing in employment after marriage and has completed six (6) or more months of service.

**Death in Family**

**22.2**

- 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; brother; sister; spouse; child; grandparent or grandchild of the employee; father or mother of the employee's spouse or other relative living with the employee.)
- ii)** A request for special leave with pay not exceeding 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.
- iii)** 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; brother; sister; spouse; child; grandparent or grandchild of the employee; father or mother of the employee's spouse or other relative living with the employee.)
- iv)** 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.

**22.3** 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 grandparent; son-in-law; daughter-in-law; brother-in-law or sister-in-law.

**Birth or Adoption of a Child**

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

**Illness in Family**

**22.5** Special leave with pay may be granted for emergency illness in the family, or in special circumstances relating to illness in the family. (Family, in this case, is defined as: father; mother; foster parent; brother; sister; spouse or child of the employee; or other relative living with the employee.)

Where there is no other alternative care giver, normally, up to one day would be appropriate to provide the opportunity for other arrangements to be made. Exceptions to this may occur and may include communicable or long-term illnesses in which a time-share arrangement may be appropriate. Time-share arrangements may include use of floater or vacation days, use of time in lieu, or other appropriate flexible work arrangements.

**Court Leave - Jury Duty**

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

**Witness Duty**

**22.7** 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. A copy of the subpoena shall be presented at the time of the request for the leave.

**Injury-on-Duty Leave**

**22.8** The parties acknowledge that the employees within the Bargaining Unit 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' Compensation Act of British Columbia.

**22.9** 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.

**22.10** If the injury or industrial or occupational disease is established as compensable by the Provincial Worker's Compensation Board, any lost time will be treated as leave with pay, and will not be chargeable to any leave credits and administered in accordance with Company policy with respect to Worker's Compensation Benefits.

#### **Leave to Attend Part-time Courses**

**22.11** An employee who is taking part-time job related courses which are approved by the employer, may require time off to attend such courses when they are scheduled during their normal working hours. Subject to operational needs permission may be granted for an employee to be absent with pay to up to one-half (0.5) day per week for this purpose.

#### **Educational Leave**

**22.12** 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.

## **ARTICLE 23 GROUP INSURANCE PLANS**

### **Hospital and Medical Allowance**

**23.1** The Company will share the cost of the Medical Services Plan of British Columbia and the Company's Extended Health Care (EHC) plan which is in place as at June 5, 2001. The employee's cost will be equal to 50% of the premium cost of the EHC Plan. Effective as at June 5, 2001, the following changes will be made to the existing plan:

- Physiotherapy coverage of up to two hundred (\$200.00) dollars per year per insured individual. This amount will be used to top up the current reimbursement (\$12.20 per visit for physiotherapy who do not have an agreement with the Provincial Health Plan) to the full amount charged until the two hundred (\$200.00) dollars is exhausted.
- a cap of \$100,000.00 for private duty nursing care;
- a cap of nine (\$9.00) Dollars for the dispensing fee for prescriptions.

### **Life Insurance**

**23.2** Basic Life Insurance coverage is two (2) times annual salary to the nearest \$250.00. The premium rate is per \$1,000.00 coverage. The company pays 75% of the premium and the employee pays 25% of the premium.

The supplemental life insurance plan shall be modified to provide coverage on the following basis; 100% coverage up to age 64, 50% coverage from ages 65 to 69 and elimination of coverage at age 70.

### **Long Term Disability**

**23.3** Upon commencement of employment, all employees will be enrolled in the Long Term Disability Insurance (LTDI) Plan which is in place as at June 5, 2001. Upon expiration of the Intermediate Term Coverage, employees will be eligible to apply for long term disability benefits, as provided by the Company's LTDI carrier. The Company will pay 50% of the premium cost.

### **Dental Care Plan**

**23.4** The Company will pay 100% of the premiums of the Dental Care Plan which is in place as at June 5, 2001, which provides:

- a) Basic preventative care with 80% reimbursement of the amount shown in the current year's British Columbia 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 British Columbia Dental Association Fee Guide, subject to a lifetime maximum of \$1,500.00 per insured individual per year.
- (c) Orthodontia coverage, per dependent children under the age of eighteen (18) years. Reimbursement is at 50% of the amounts shown in the current year's British Columbia Dental Association Fee Guide, subject to a maximum of \$1,000.00 per insured person.
- (d) Should the Dental Plan referred to above be upgraded during the term of this Agreement for employees of MDS Nordion, such upgrading will be extended to the Bargaining Unit.

#### **Vision Care Plan**

**23.5** The Company shall pay the premium cost of the Vision Care Plan which is in place as at June 5, 2001 which provides for the reimbursement of up to Two Hundred (\$200.00) dollars per insured individual every two (2) years.

#### **Coverage**

**23.6** For the purposes of the Extended Health Care, Dental and Vision Care Plans, coverage shall be extended to the employee, their spouse, and any eligible dependent children.

**23.7** "Spouse" shall include a common-law spouse. A "common-law" relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse and continues to live with the person as if that person were their spouse.

## **ARTICLE 24 COMPENSATION ON TERMINATION**

### **General**

**24.1** 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 are entitled to a MDS Nordion early retirement pension) and death as set out in this Article. For the purpose of this Article, service is considered to mean:

- a) For employees hired prior to May 21, 1997, service is recognized by the parties as defined on the “seniority list” dated May 21, 1997. This shall be credited to the employee and will continue to accrue.
- b) For employees hired on or after May 21, 1997, service commences on date of employment.

**24.2** 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.

**24.3** Termination is effective on the last day of work except in cases of death, disability or retirement:

- a) Where the employee dies, termination is the date of death.
- b) In the case of disability, it falls on the expiration of approved paid leave or leave without pay if applicable.
- c) In cases of retiring on a MDS Nordion pension or having attained the age 55 with entitlement to a MDS Nordion early retirement pension, employees may extend their Company service (employment) beyond the last day of work through using earned vacation remaining to their credit provided they so advise their supervisor when giving notice of retirement.



- 24.4** a) 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 of their date of termination.
- b) 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 leave than earned, then the amount used will be considered earned.

**24.5** 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 Section 24.9.

#### **Layoff**

**24.6** An employee will accrue a severance compensation entitlement based on two (2) weeks' pay for the first and one (1) week's pay for each additional completed year of continuous service to a maximum of thirty (30) weeks' pay.

**24.7** Employees laid off for a second or subsequent time will be granted severance compensation equal to one (1) weeks' 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.

**24.8** When an employee has been notified in writing of an effective date of layoff, they will receive the benefits outlined in (Sections 24.6 or 24.7), 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.

#### **Calculation of Termination Compensation**

**24.9** 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:

- a) Service began no later than May 31, 1996.
- b) Such service has not been separated by more than three (3) calendar months.

### **Voluntary Resignation Before Retirement**

**24.10** 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.

### **Retirement**

**24.11** 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.

### **Death**

**24.12** 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 weeks' 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.

**ARTICLE 25**  
**RETIREMENT INCOME/PENSION PLAN**

**25.1** Employees shall be eligible to participate in the MDS Nordion Retirement Plan which is in existence as of September 3, 1997. In the event that this 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 Local 20020 on a proportionate basis to the overall company/employee population.

## **ARTICLE 26 STAFFING**

### **Probationary Periods**

**26.1** New employees, other than term employees, shall be considered to be on probation for a period of six (6) months from the date of appointment.

**26.2** The probationary period may be extended for just cause by the Company, but any such extension shall not exceed a total of three (3) months. In the event that an employee's probationary period is extended, the Company shall notify the employee, in writing, of such an extension. Said written notification shall include the Company's reasons for extending the employee's probationary period as well as reasonable objectives to be met by the employee during such extension.

**26.3** In the event that an employee is terminated during their probationary period, the Company shall notify the employee, in writing, of such termination and upon request of the employee, shall provide reasons for such termination. The Union will be notified of the action taken.

### **Job Competitions**

**26.4** Taking into consideration the small size of the bargaining unit, the Company agrees to post notices of vacant and newly created positions that are for periods greater than twelve (12) months that it intends to fill within the bargaining unit, and to provide notice to a member of the union executive on the date of posting. The internal posting will be for at least six (6) full working days before the closing date of the competition. The successful candidate shall be selected based on having the best skills, ability and qualifications to perform the required tasks. All things being equal, seniority will be the deciding factor. The Company shall endeavour to complete the internal interview and selection process in as short a period as possible taking into consideration the positions involved.

**26.5** 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. In addition, the unsuccessful applicant will be advised in writing, if requested, of their lack of success and the reason(s) for their lack of success. This written notification shall be given no more than five (5) working days from receiving written acceptance from the successful candidate.

**26.6** The unsuccessful candidate shall be entitled to a post-competition interview, upon request. The appointment will be scheduled within five (5) working days of receiving notification of their lack of success. The employee shall be entitled to review, in the presence of an authorized Company representative, together with a Union representative if requested, their results and the relative rankings of the candidates.

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

### **Term and Part Time Employees**

#### **26.8**

**a)** Except as provided for in this article, a Term employee is a salaried employee hired to work for a specified period of time, not to exceed twelve (12) months in total. If the term will exceed twelve (12) months, the Company will consult with the Union. These employees will pay union dues from their initial date of employment and shall be entitled to the rights of this collective agreement except as follow: pensions, benefits, layoff and recall and leave (leave entitlements shall be as provided in the Canada Labour Code).

**b)** Term employees replacing individuals on maternity/parental leave or other approved leave of absence, may work for a specified period of time, not to exceed fifteen (15) months in total.

**26.9** A Regular Part-Time employee is an hourly employee who works less than a regular work week of thirty-seven and one half (37.5) hours per week on a continuing basis. These employees will pay union dues from their initial date of employment and shall be entitled to the rights of this collective agreement, excepting pensions, benefits, and leave, which will be pro-rated incrementally to the nearest twenty percent (20%).

**26.10** Overtime for Regular Part-Time employees means authorized work performed in excess of the seven and one-half (7.5) hours on a scheduled work day, or authorized work performed in excess of thirty seven and one-half (37.5) hours in a scheduled work week, or authorized work performed on a designated paid holiday.

**26.11** In consideration of the above, a full time term employee shall receive on the first of the month following six (6) months full time employment for which a minimum of ten (10) days salary has been earned:

- a) vacation leave (annual leave) as per the Canada Labour Code
- b) one (1) additional Company holiday
- c) eligible for medical, dental and extended health benefits as per 23.1, 23.4, 23.5, 23.6 and 23.7

**26.12**

A Casual Part-time employee is an hourly employee who works less than a regular work week for a specified period of time, not normally to exceed twelve (12) months in total, Except for rates of pay, these employees are not entitled to the provisions of this collective agreement and shall receive leave entitlements as provided by the Canada Labour Code. These employees shall pay union dues from the initial date of employment.

**ARTICLE 27**  
**TRANSFERS**

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

**ARTICLE 28**  
**LAYOFF AND RECALL**

**Layoff**

**28.1** 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.

**28.2** The Company shall provide written notice of layoff of one (1) month 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.

**28.3** Layoffs will be in reverse order of seniority in the classification affected provided that the senior employees have the qualifications, skill, experience, and ability to perform the remaining work following a reasonable familiarization period, not to exceed four (4) weeks.

**28.4** An employee who is designated for layoff in accordance with this Article 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 qualifications, skill, experience and ability to perform the required work following a reasonable familiarization period, not to exceed four (4) weeks.

**28.5** In the event of possible layoff the Company will cease to hire new staff in the classification affected and no employee with seniority will be laid off while a probationary employee, in the area affected, is retained.

**28.6** An employee on the seniority list who is laid off and does not otherwise voluntarily resign, shall be retained on the recall list for a period equal to the employee's length of service but not more than twelve (12) months unless recalled within that period to work at the same classification level from which the layoff took place, The Company will maintain a recall list, a copy of which will be provided monthly to the Union.



### **Recall**

**28.7** Recalls shall be made from the recall list in reverse order of layoff provided that the eligible person has the qualifications, skill, experience and ability to perform the work.

**28.8** No new employee shall be hired in the classification affected until those on the recall list have been given the opportunity of recall. Upon request, employees on the recall list will be sent copies of the Vancouver job postings and will be entitled to apply to positions for which they are qualified.

**28.9** An employee who has been laid off will be retained on the recall list for the time specified above except when:

- a) The employee requests in writing that their name be removed from the recall list.
- b) The employee returns to work with the Company.
- c) The employee fails to respond within five (5) working days of recall of their intention to return to work, or fails to return to work within eight (8) working days of recall or such longer period as the employee and the Company may mutually agree.

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

**28.11** Notification of recall will be by telephone, or failing that by registered letter or letter sent by courier, to the last known point of contact of the person concerned. It is the responsibility of those on recall to keep the Human Resources Group informed of their current addresses and telephone numbers.

### **Break In Service**

**28.12** The period of time an employee is eligible for recall does not constitute a break in continuous service provided the employee is recalled during the period, but the actual period an employee is on a recall list does not count towards continuous service. A recalled employee shall have unused sick leave credits reinstated.

**ARTICLE 29**  
**SENIORITY**

**29.1** The seniority of an employee shall include the employee's continuous uninterrupted period of service with the Company or its predecessors from their last date of hire. For existing employees as of the date of the signing of this agreement, seniority will be established by a seniority list dated May 29, 2001.

**29.2** A probationary employee shall not have seniority until completion of their probationary period, at which time the employee's seniority shall be backdated to the first day worked in the Bargaining Unit.

**29.3** An employee who accepts a position within the Company outside of the Bargaining Unit shall retain but not accrue seniority.

**29.4** *An* employee shall lose all seniority if the employee:

- a)** Voluntarily leaves the employ of the Company.
- b)** Is discharged and is not reinstated through the grievance and arbitration procedure.
- c)** Is retired by the Company according to the established retirement policy.
- d)** Is laid off for a period of twelve (12) months.
- e)** Fails to return upon termination of an authorized leave of absence, unless prior arrangements acceptable to both the employee and Company have been made for an extension of such leave, or utilizes the leave of absence for a purpose other than that for which the leave of absence was granted.
- f)** Fails to return to work within eight (8) calendar days after being recalled from an extended lay-off by notice sent by registered mail or fails to advise of the intention to return within five (5) working days following such notice (the notice is deemed to be sufficient if sent to the last address of the employee made known to the Human Resources Department by the employee in writing).

**29.5** Seniority will continue to accumulate during all Company approved periods of leave of absence whether with or without pay.

**ARTICLE 30**  
**TRAINING**

**30.1** 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.

**ARTICLE 31**  
**SALARIES**

**31.1** Employee's will be paid on a bi-weekly basis with pay days being every second Friday.

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

**31.3** Effective April 1, 2001 the following pay scale shall apply. Employees shall be placed at the first salary increment which is greater than the employee's current salary in their job level as specified in the attached table.

**Salary Review**

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

- a)** Employees in the bargaining unit as of December 16, 1997, shall receive a salary increase to the next step in their level on the first day of the twelfth month following their seniority date and each subsequent year, until the employee reaches the maximum.
- b)** New employees 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 in their level until the employee reaches the maximum.
- c)** Any employee appointed to a position of a higher level will, on the first day of the twelfth month following the appointment and each subsequent year, receive a salary increase to the next step in their level until the employee reaches the maximum.
- d)** If the company intends to withhold the increment, the Company must notify the affected employee and the Union, in writing, fifteen (15) days prior to the employee's appointment date.

### **Acting Pay**

**31.5** 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 five (5) consecutive working days, the employee 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:

- a) The minimum of the range for the assigned position.
- b) The first increment on the higher pay scale that is at a minimum of \$1,000.00 greater than the employee's present salary.

**31.6** 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 five (5) consecutive working days referred to in 31.6. However, such leave will not be deemed to interrupt the assignment for the purposes of establishing the five (5) consecutive working day period, provided the employee returns to the acting assignment immediately upon their return to work.

### **New Hires**

**31.7** The placement of new hires in the salary range will be determined based on their experience and qualifications.

### **Promotions**

**31.8** Employees reclassified or promoted to a higher V-level will receive the greater of:

- a) The minimum salary for the new V-level.
- b) The first increment on the higher pay scale that is at a minimum of \$1,000.00 greater than the employee's present salary.

### **Part Time Employees**

**31.9** A regular part time employees shall receive a pro-rated salary based upon hours worked for their position and level.

**31.10** A casual part time employee shall be paid an hourly wage equal to the minimum salary for the assigned position divided by 1950.

### **Students**

**31.11** A student employee during the summer school break shall be paid an hourly wage equal to the minimum of the Level A Step 1 rate divided by 1950 hours.

PSAC Vancouver Salary Scales

**Effective April 1, 2004**

<u>Level</u>	A	B	C	D	E	F
V1	23510.00	24570.00	25510.00	26380.00	27180.00	28000.00
V2	26920.00	28120.00	29200.00	30180.00	31090.00	32020.00
V3	31060.00	32460.00	33690.00	34830.00	35880.00	36950.00
V4	35520.00	37110.00	38530.00	39850.00	41040.00	42260.00
V5	40730.00	42560.00	44180.00	45690.00	47060.00	48450.00
V6	46800.00	48900.00	50750.00	52480.00	54050.00	55670.00
V7	52220.00	54560.00	56630.00	58550.00	60310.00	62120.00
V8	58690.00	61340.00	63660.00	65830.00	67810.00	69840.00
V9	65340.00	68280.00	70870.00	73280.00	75480.00	77740.00
V10	72960.00	76240.00	79140.00	81830.00	84290.00	86800.00

**Effective April 1, 2005**

<u>Level</u>	A	B	C	D	E	F
V1	24220.00	25310.00	26280.00	27180.00	28000.00	28840.00
V2	27730.00	28970.00	30080.00	31090.00	32030.00	32990.00
V3	32000.00	33440.00	34710.00	35880.00	36960.00	38060.00
V4	36590.00	38230.00	39690.00	41050.00	42280.00	43530.00
V5	41960.00	43840.00	45510.00	47070.00	48480.00	49910.00
V6	48210.00	50370.00	52280.00	54060.00	55680.00	57350.00
V7	53790.00	56200.00	58330.00	60310.00	62120.00	63990.00
V8	60460.00	63190.00	65570.00	67810.00	69850.00	71940.00
V9	67310.00	70330.00	73000.00	75480.00	77750.00	80080.00
V10	75150.00	78530.00	81520.00	84290.00	86820.00	89410.00

**Effective April 1, 2006**

<u>Level</u>	A	B	C	D	E	F
V1	24950.00	26070.00	27070.00	28000.00	28840.00	29710.00
V2	28570.00	29840.00	30990.00	32030.00	33000.00	33980.00
V3	32960.00	34450.00	35760.00	36960.00	38070.00	39210.00
V4	37690.00	39380.00	40890.00	42290.00	43550.00	44840.00
V5	43220.00	45160.00	46880.00	48490.00	49940.00	51410.00
V6	49660.00	51890.00	53850.00	55690.00	57360.00	59080.00
V7	55410.00	57890.00	60080.00	62120.00	63990.00	65910.00
V8	62280.00	65090.00	67540.00	69850.00	71950.00	74100.00
V9	69330.00	72440.00	75190.00	77750.00	80090.00	82490.00
V10	77410.00	80890.00	83970.00	86820.00	89430.00	92100.00

## Job Description Table

The parties agree to add the following classifications to the Job Description Table.

Level 1

Level 2

Level 3      Decontamination Operator (VanOps)

Level 4      Shipping Assistant  
Laboratory Assistant

Level 5      Shipping Coordinator  
Inventory Coordinator  
Production Technician I  
Mechanical Technician  
Radiopharmaceutical Production Technician  
Quality Control Technician I  
Building/Equipment Maintenance Mechanic  
Mechanical/Assembly Technician  
Radiation Surveyor

Level 6      Process Coordinator Production  
Development Technician II (VanOps)  
Quality Control Technician II  
Designer/Mechanical Technician  
Technical Support Technologist  
Mechanical Technologist II  
Instrumentation Technician  
Radiopharmaceutical Process Coordinator  
Radiation Surveyor

Level 7      Senior Quality Control Technician  
Senior Development Technician  
Senior Quality Control/Development Technician  
Senior Radiopharmaceutical Production Technician  
Microbiologist  
Senior Designer/Mechanical Technician  
Senior Instrument Technician  
Senior Radiation Surveyor  
Senior Radiochemical Process Coordinator  
I-123 Assembly Team Leader

- Level 8**      **Cyclotron Production Specialist**  
**Health Safety and Environment Officer**  
**Senior Quality Control Specialist**  
**Senior Microbiology Generalist**  
**I-123 Systems Support Specialist**  
**Development Officer**
- Level 9**      **Development Officer I**  
**Development Officer - Quality Assurance**  
**Development Officer - Quality Control**
- Level 10**     **Development Officer II**  
**Project Leader**



**ARTICLE 32**  
**FLEXIBILITY PREMIUM**

**32.1** The Company recognizes that the small size of the Vancouver Operation imposes certain demands on employees for flexibility. This flexibility has been important to the success of the Vancouver Operation and is necessary to meet the Company's short notice business needs. All employees are called upon from time to time to assist with certain situations or act as back up to functions both inside and outside the bargaining unit.

**32.2** The Company shall provide each full-time employee with a flexibility premium in an amount equivalent to three and one-half percent (3.5%) of their base salary as of April 1 of each year of the Collective Agreement. For part-time employees, the flexibility premium shall be pro-rated based on the employees' total hours worked, excluding overtime, in the preceding quarter. This premium shall be subject to normal statutory deductions. This premium shall not be included for purpose of determining benefits and pension entitlements.

**32.3** The payment of this premium shall be made in equal quarterly installments payable on the first pay day following June 30, September 30, December 31 and March 31. Each employee must be in the employ of the Company on each of these payment days in order to receive the premium. Employees absent from work on leave without pay or long term disability for the quarter shall not be eligible to receive the premium for that quarter.

**32.4** After two (2) years of continuous employment with the Company, an employee shall be eligible to use 2% of their flex premium in exchange for an advance of five (5) days of annual leave. The Employee must advise the Company by January 30<sup>th</sup> of each year of their intention to use the flex premium in this manner. These days will be advanced based on 1.25 days per calendar quarter. Should the employee cease employment with the Company, any days advanced but not earned will be recovered from their final pay.

**ARTICLE 33**  
**UNION MANAGEMENT COOPERATIVE COMMITTEE**

**33.1** The parties acknowledge the mutual benefits to be derived from joint consultation and agree to establish a Union Management Cooperative Committee for the purposes of having joint consultation on matters of common interest. The committee shall not have the authority to change the terms or conditions of the collective agreement.

**33.2** The committee will consist of up to three (3), but no less than two (2) members from each of management and unions. The Union representatives shall be appointed by the Union.

**33.2** Either **party** may provide agenda items for any proposed meeting. Agenda items will be presented at least three (3) days in advance of the meeting.

**33.3** Meetings will be scheduled at a time convenient to both parties and will be held on a monthly basis or on a more frequent basis with the mutual consent of both parties. Union committee members shall not suffer any loss of pay for attendance at these meetings.

**33.4** Minutes of each meeting will be prepared on an alternating basis by each party. The parties are committed to having the minutes prepared and signed within five (5) days of the date of the meeting.

**33.6** Minutes shall be posted in areas accessible to all employees.

**ARTICLE 34**  
**COLLECTIVE AGREEMENT**

**34.1** The company shall provide each employee in the bargaining unit with a signed copy of the collective agreement within two weeks of receipt of this collective agreement from the printer.

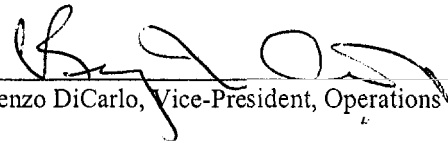
**ARTICLE 35**  
**DURATION AND TERM OF AGREEMENT**


**35.1** This Collective Agreement shall become effective from the date of ratification, except as otherwise specified herein, and shall remain in force and effect until March 31, 2004, and from year to year thereafter, unless amended or terminated in the manner provided herein.

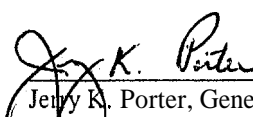
**35.2** If either the Company or the Union desires to terminate or amend this Collective Agreement, it must notify the other party in writing between January 1, 2007 and February 28, 2007, inclusive. Whenever notice is given for proposed amendments, the nature of the proposed amendments desired must be specified and until a satisfactory conclusion is reached in the matter of the proposed amendment(s) the original provisions shall remain in effect.

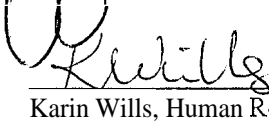
IN WITNESS WHEREOF the parties have this 17<sup>th</sup> day of September, 2004 executed this Agreement by the hands of their proper officers.

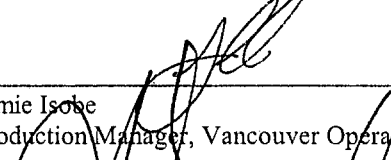
On behalf of MDS NORDION

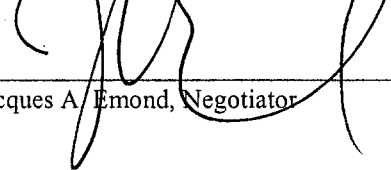
  
\_\_\_\_\_  
Renzo DiCarlo, Vice-President, Operations

  
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Debi King, Senior Vice-president, Human Resources

  
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Jerry K. Porter, General Manager, Vancouver Operations

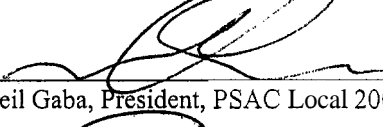
  
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Karin Wills, Human Resources Manager, Vancouver Operations

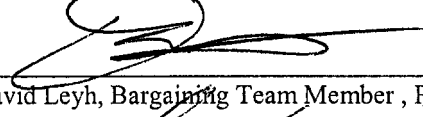
  
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Jamie Isobe  
Production Manager, Vancouver Operations

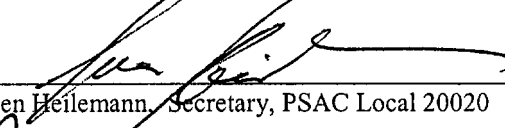
  
\_\_\_\_\_  
Jacques A. Emond, Negotiator

On behalf of:  
THE PUBLIC SERVICE ALLIANCE OF CANADA LOCAL 20020

  
\_\_\_\_\_  
Patty Ducharme, Regional Executive Vice-President PSAC

  
\_\_\_\_\_  
Neil Gaba, President, PSAC Local 20020

  
\_\_\_\_\_  
David Leyh, Bargaining Team Member, PSAC Local 20020

  
\_\_\_\_\_  
Sven Heilemann, Secretary, PSAC Local 20020

  
\_\_\_\_\_  
James E. Brohman, PSAC Negotiator

## **LETTER OF UNDERSTANDING #1**

The parties agree to enter into discussions in an attempt to clarify issues, raised by the Union with respect to “performance of duties of a personal service”.

**LETTER OF UNDERST.** ; #2

Upon ratification of the Memorandum of Agreement, two representatives from each of the Company and the Union (one representative of each side must have been present at the bargaining table) shall meet to prepare a joint presentation to both bargaining unit members and supervisor/management personnel of the terms of the Collective Agreement that are changed by the memorandum of agreement. The explanation should include the background and intent leading to the changes.

The details of the presentation shall be discussed at the UMCC meeting following ratification.

**LETTER OF UNDERSTANDING #3**

This will confirm our understanding as discussed at the bargaining table on May 30, 2001 that any employee who travels overseas on a work assignment shall be granted two (2) days leave with pay, to be taken within a five (5) days period upon return.



## **LETTER OF UNDERSTANDING #4**

### **1. Joint Occupational Health and Safety Committee**

- a) To review reports on matters related to Occupational Health and Safety and Radiation Safety and make recommendations regarding occupational health and safety matters, and
- b) To ensure the committee will function in accordance with the regulations made pursuant to the Canada Labour Code, Part II, and to participate in developing a program to reduce risk of occupational injury and illness, and
- c) That all minutes of the meetings of the Committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer, and
- d) To ensure meetings are held during regularly scheduled hours of work, and
- e) To alternate in a regular fashion the designation of the chairpersons so that each party receives equal time leading the meetings during the years, and
- f) To hold meetings in scheduled fashion with meeting dates set at least one month prior to the meeting.

### **2. Investigation of Accidents**

Investigation of accidents shall be investigated in accordance with the provisions of the Canada Labour Code.

### **3. Occupational First Aid Requirements and Courses**

- a) The Union and the Employer agree that First Aid Regulations made pursuant to the Canada Labour Code shall be fully complied with.
- b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- c) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the Canada Labour Code regulations to undertake the training in order to obtain an Occupational First Aid Certificate.

4. Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

**5. Dangerous Goods, Special Wastes, Hazardous Equipment**

Where employees are required to work with or are exposed to any dangerous goods, special waste or hazardous equipment, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, operation, storage and/or disposal of same.

## **LETTER OF INTENT**

The parties agree to have continuing discussions with respect to flex benefits during the term of this agreement and if mutually agreed upon will reopen Article 23, Group Insurance Plans in order to amend the agreed upon changes.

**AGREEMENT**  
**BETWEEN MDS NORDION INC.**  
**AND**  
**THE PUBLIC SERVICE ALLIANCE**  
**OF CANADA**  
**LOCAL 20020**  
**1997 DECEMBER 16 TO 2001 MARCH 31**  
**2001 APRIL 01 TO 2004 MARCH 31**