

AGREEMENT

Between

**BEST THERATRONICS LTD.**

and

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

For the Period

**April 1, 2020 to March 31, 2023**

Ottawa, Ontario

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AGREEMENT

Between

**BEST THERATRONICS LTD.**

Hereinafter known as “The Company”

and

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

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.

**ARTICLE 2**  
**LEGISLATION**

- 2.01 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 3**  
**RESERVATION OF MANAGEMENT RIGHTS**

- 3.01 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 10 - 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.

- 3.02 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 within 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 4**  
**COMPANY RULES**

- 4.01 The Company will provide copies of all policies and procedures affecting bargaining unit employees to the Local President, immediately as they are issued.
- 4.02 New or revised policies and procedures that may affect working conditions will be discussed with the Union in advance of implementation.
- 4.03 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 5**  
**NO STRIKES OR LOCKOUTS**

- 5.01 It is agreed there shall be no strikes, walkouts, lockouts, slowdowns, or other similar interruptions of work during the period of this agreement.
- 5.02 In the circumstances of a lawful strike by another union, the Company will not expect an employeeto 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 6**  
**UNION ACTIVITY**

- 6.01 The Union agrees that there will be no Union activities or meetings on Company premises except as contemplated by this Agreement, or as may be specifically approved by the Company.
- 6.02 The Union agrees that there will be no intimidation, interference, restraint, or coercion practised upon employees of the Company by any members or representatives of the Union.
- 6.03 The Company agrees that there will be no discrimination, 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.
- 6.04 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.
- 6.05 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.
- 6.06 Designated non-employee representatives of the Union required to visit the Company in connection with this Agreement will be allowed to do so, provided the visit is confined to the specific purpose and areas for which permission is granted.
- 6.07 Leave of absence without pay, not to exceed a total of thirty (30) person days in each year of the collective agreement, shall be made available to Local 70369, for the purpose of its members attending union conventions and conferences. Normally, not more than one (1) members shall be absent on such leave at any one time. All requests for such leave will be submitted in writing prior to the absence and, whenever practicable, at least two (2) weeks in advance.
- 6.08 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.
- 6.09 Leave with pay for up to ten (10) days **each** shall be granted to **two (2) employees** of



the bargaining unit to participate in negotiations with the Company. **Two (2) of the ten (10) days may be used for preparatory meetings, held with the PSAC Negotiator. Following an application for conciliation, leave shall be granted as leave without pay.**

- 6.10 When an employee is on leave without pay for up to five (5) working days for the purposes of union activities, pursuant to article 6.07, 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.
- 6.11 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 7**  
**PROTECTION OF COMPANY PROPERTY**

7.01 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 cooperate with the Company as necessary to attempt to ensure that Company property is protected from damage or destruction.

**ARTICLE 8**  
**UNION COMMUNICATION**

- 8.01 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 Human Resources. Such permission shall not be unreasonably withheld.
- 8.02 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 Human Resources. All such documents must be authorized and signed by a member of the union executive.
- 8.03 The Company agrees that employees can use email to communicate with the Union and to access the Union Website during non-working hours.

**ARTICLE 9**  
**COMPANY-UNION COOPERATIVE COMMITTEE**

- 9.01 The Company and the Union recognize that cooperation on workplace issues is indispensable to the accomplishment of the purposes for which the Company has been established.
- 9.02 The Company-Union Cooperative Committee shall consist of up to two (2) union representatives and up to two (2) 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.
- 9.03 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.
- 9.04 Minutes of the proceedings of all meetings shall be kept by a representative of the Company and provided to the union representative for approval within a week of the meeting.

**ARTICLE 10**  
**GRIEVANCE**

**10.01 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.

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

**10.03 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.

#### 10.04 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 ten (10) days of the receipt of a properly stated grievance a hearing shall be had thereon if requested by either party. The appropriate Management representative shall write his decision thereon, sign, date and return the grievance forms to the Union representative within five (5) further days.
- (b) The discussion and decision made on each grievance shall be limited to the matters raised by the written grievance.
- (c) Within five (5) days after the Union Representative 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 ten (10) 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 ten (10) days of the meeting.
- (b) Within five (5) days after the Union Representative 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 two (2) 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.
- (d) **Should the final reply at Step 3 be unsatisfactory, then the Union shall have the option to submit the grievance to Arbitration, as per Article 11. If the grievance is not submitted to arbitration within twenty (20) days of the Company's Step 3 decision, the grievance shall be considered settled.**

### 10.05 Grievance Procedure for Discharge or Suspension

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

- (a) The alleged grievance shall be reduced to writing signed by the employee, and submitted to the Director, Human Resources or other designated Company representative, who, if requested by the Union, shall within five (5) days following

presentation of the matter, schedule a meeting, which shall be held within ten (10) days following presentation of the matter. This meeting will be attended by up to two (2) Union representatives including the Public Service Alliance of Canada representative, and the grievor. The Director, Human Resources or other designated Company representative will submit a decision in writing to the Union within five (5) 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.

#### **10.06 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 to both the Local Union President and the President of the PSAC as a grievance at Step 3 and may be referred to arbitration.

#### **10.07 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 10.04 or 10.05 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.

#### **10.08 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.

10.09 During or at the conclusion of the probationary period, an employee may have his/her employment terminated without recourse to the grievance procedure, except where the termination is alleged to be arbitrary, discriminatory or in bad faith.

10.10 Grievances will be heard by the following Company officials at each step:

Step 1: Immediate supervisor or designate

Step 2: Appropriate Management representative

Step 3: Appropriate Management representative

It is understood that the Company representative at Step 2 and 3 may be the same person.

**ARTICLE 11**  
**ARBITRATION**

- 11.01 Within twenty (20) working days after a final decision **at Step 3 of the grievance procedure** 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 referral to arbitration in the case against the Company shall be served by mailing a copy to the Director, Human Resources or designate, and in a case against the Union, by mailing a copy to the Coordinator, Representation Section, PSAC.
- 11.02 The matter will be referred to a single Arbitrator mutually agreed to by the parties. If within thirty (30) working days the parties cannot agree with an arbitrator, either party may request the Federal Minister of Labour to appoint an arbitrator.
- 11.03 The cost of the single arbitrator, and all other incidental costs shall be borne equally by both parties.
- 11.04 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 10.05 (b), the arbitrator shall also have the same discretion to fashion such award or remedy as deemed appropriate in the circumstances.

The decision of the arbitrator shall be final and binding on all parties concerned.

- 11.05 The arbitration decision should be rendered as soon as possible.

**ARTICLE 12**  
**POSTING OF COMPETITIONS**

12.01 The Company will post notices of all vacant and newly created positions it intends to fill within the bargaining unit at least five (5) full working days before the closing date of the competition. A bargaining unit applicant will be selected if one has the educational qualifications, skill, experience and capacity to perform the required tasks as per Article 22.02. 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.

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

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

12.03 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.

**ARTICLE 13**  
**GROUP INSURANCE PLANS**

**During the life of this Collective Agreement the Employer may substitute another carrier for the Group Insurance Plans and benefits referenced in Article 13. Any such new plans must maintain substantially the same benefits as the current plans. The Employer will notify the Union in advance of its intention to do so.**

**13.01 Extended Health Care**

The Company will pay 50% of the premium cost of the Great-West Life Health Semi-Private Hospital Supplement and Extended Health Care Plans (Group No. 161109).

**13.02 Life Insurance**

The Company will pay 100% of the premium cost of the Great-West Life plan 161109.

**13.03 Long Term Disability**

The Long Term Disability Insurance Plan will apply to all employees commencing employment on or after August 1, 1979 and those on strength prior to this date who have elected for coverage. Upon expiration of the Intermediate Term Coverage, participating employees will receive long term disability benefits in accordance with Great-West Life plan 161109. The Company will pay 50% of the premium cost of this policy.

**13.04 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 dependent children under the age of eighteen (18) years. Reimbursement is at 50% of the amounts shown in the current year's Dental Association Fee Guide, subject to a lifetime maximum of \$2,000.00 per insured person.

13.05 **Vision Care Program**

For those individuals who are enrolled in the Extended Health Care Plan under Article 13.01, the Company shall pay the premium cost of the Vision Care Plan which provides reimbursement of up to three hundred dollars (\$300.00) every twenty-four (24) months **for the purchase of corrective eyewear. An additional maximum reimbursement of \$50 will be provided during each 24-month period for the cost of the eye exam, unless the costs are covered by a government health plan in the employee's home province.**

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

**ARTICLE 14**  
**RETIREMENT INCOME/PENSION PLAN**

14.01 All eligible employees shall participate in a retirement income/pension plan.

Pension benefits for service accumulated up to and including April 30, 2008 are provided under the pension plan sponsored by MDS Nordion Inc. (or its affiliates, successors or assigns), which is unrelated to the Company. Pension benefits for service accumulated on or after May 1, 2008 (**for those employed as of April 30, 2008**) are provided under the pension plan sponsored by the Company (**Registration No. 57575**). In the event that the pension plan sponsored by the Company 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 PSAC Local 70369 on a proportionate basis to the overall company/employee population.

**Employees hired on May 1, 2008 or later shall participate in the Group Retirement Savings Plan (Manulife Policy Number 20001846) and the Company shall make their contributions as per the Group Deferred Profit Sharing Plan (Manulife Policy No. 30001846). The Employer may substitute another carrier for the Group Registered Retirement Savings Plan and/or the Deferred Profit Sharing Plan. The Employer will notify the Union in advance of its intention to do so. Any such new plans must maintain substantially the same benefits as the current plans.**

**ARTICLE 15**  
**LEAVE**

**15.01 Absence Without Permission**

Where possible, an employee who is going to be absent or late is required to notify his/hersupervisor at least thirty minutes before the start of shift.

**15.02 Seniority List**

The Company will provide the Local Union with an up-to-date copy of the seniority list onceper year, in May, and/or whenever there is a change to the seniority list.

**15.03 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 shall normally be made by the employee at least 24 hours in advance for vacations of less than 1 week, or 2 weeks in advance for vacation of 1 week or more. Vacation approval shall not be denied unreasonably by the Company.
- (ii) Consistent with efficient operations, the Company may require a group of employees to take their vacation at a fixed period during the two weeks preceding the Civic Holiday, provided the Company informs the employees of its intention by April 1st of the year involved. Under this condition, all employees except those required for essential work will be obliged to take their annual vacation during the fixed vacation period, **if any, for a maximum of one (1) week during that two-week period**. If the Company requires a group of employees to take their vacation at a fixed period other than at the time noted above, the Company will inform employees of its intention at least **four (4)** months in advance.

(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 9.375 hours 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:

<b>Years of Continuous Service</b>	<b>Vacation Leave Credits</b>
up to 5 years	112.5 hours
5 years but less than 6 years	120 hours
6 years but less than 7 years	127.5 hours
7 years but less than 8 years	135 hours
8 years but less than 11 years	150 hours
11 years but less than 13 years	157.5 hours
13 years but less then 15 years	165 hours
15 years but less than 17 years	180 hours
17 years but less than 20 years	187.5 hours
20 years but less than 22 years	195 hours
22 years but less than 24 years	202.5 hours
24 years but less than 26 years	210 hours
26 years but less than 28 years	217.5 hours
28 years or more	225 hours

It is understood that service with the Company prior to sale to Best Theratronics will be counted towards the years of Continuous Service and Seniority.

- (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**

The parties shall use their best efforts to ensure that employees use their full vacation entitlement in each vacation year. Unused vacation leave credits may be carried over from one year to the next, to a maximum of ten (10) days' vacation credits; any excess vacation credits will be paid out instead of being taken as vacation time.

**15.04 Sick Leave**

Sick leave with pay is for use only where an employee is unable to work due to illness or injury and **if necessary** 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. An employee may be required to submit a medical certificate signed by the attending physician for an absence of less than five (5) consecutive working days where the Company has reasonable grounds to suspect misuse of sick leave; in that case, the Company shall reimburse the employee for the reasonable cost, if any, of such certificate.

- (i) In the case of a dental, eye or medical appointment, an employee will be



entitled to use up to three (3) hours of sick leave or, if the appointment is outside of the Ottawa/Kanata region, up to seven and half (7.5) hours of sick leave. An employee may use more than three (3) hours of sick leave if, following such appointment, she or he is medically unable to work for the rest of that day, and may be asked to provide evidence which satisfies the Company of same. The Company shall reimburse the employee for the reasonable cost, if any, of a medical certificate where requested.

- (ii) A medical certificate is a document satisfactory to the Director, Human Resources, such as a statement signed by a physician.

(b) Sick leave will accumulate as outlined below:

- (i) All employees will receive a credit of six (6) days upon commencing employment and a credit of six (6) days on each subsequent April 1st, except that those employees who commence employment on or after October 1st will receive a credit of three (3) days on April 1st following. Employees shall not be entitled to use credited sick leave until they have successfully completed the probationary period.
- (ii) Employees who are absent on the Long Term Disability Insurance Plan on April 1st will not be credited with sick leave until the April 1st following the employee's return to work; the credit will be six (6) days if the employee's return was prior to October 1st, or three (3) days thereafter.

(c) **Intermediate Term Sickness/Disability (ITD) and Short-Term Sickness/Disability (STD) Benefits**

Upon the expiration of sick leave credits, those employees to whom 15.04(b)(i) above applies are eligible to receive:

(i) **ITD Benefits**

ITD benefits are equivalent to 70% of the employee's basic salary, calculated on a daily rate for each day of ITD, and are administered by the Company. ITD credits must be used in full-day increments, and may not be carried over from year to year. Employees are entitled to the following ITD benefits, once only during each twelve-month period between April 1<sup>st</sup> and the following March 31<sup>st</sup>.

- (A) Up to two (2) non-consecutive days ITD, in the event the employee requires leave, for medical reasons, of less than ten (10) consecutive days; and
- (B) During the waiting period for STD, ten (10) consecutive days ITD, subject to presentation of medical evidence satisfactory to the Company as per article 15.04(a)(ii) above, and payable retroactively once the employee has been approved for STD, except in the event of elective surgery or other

medical condition where the Company accepts at the commencement of the leave that the leave will be for at least ten (10) consecutive working days, in which case the ITD benefits will be payable immediately upon approval by the Company.

Should a Company holiday occur during the period of ITD, the employee will continue to receive compensation at the rate of 70% except where he/she 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%.

Employees referred to in 15.04(b)(i) who are absent on ITD on April 1<sup>st</sup> will not be credited with sick leave until their return to work.

(ii) **STD Benefits**

STD benefits are provided through third-party insurance, at the level of 75% of employees' basic salary during their sickness or disability, to a maximum of twenty-four (24) 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.

- (d) The employee has the option of maintaining coverage for the Best Retirement Plan and group insurance benefits during a period of short-term disability or long-term disability, provided the employee so advises the Company within two weeks of commencement of the leave and continues to pay her or his share of benefits premiums for the period of leave. The amount owing can be paid through lump sum payment or post-dated cheque. Employee coverage for benefits plans will cease if the employee does not pay the necessary share of benefit premiums.

**15.05 Special Leave**

(a) **Marriage of Employee**

Once 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.

(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 three (3) 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 15.05(c)(i), above will be extended up to five (5) days in the case of an international adoption where overseas travel is required.

**(d) Leave for personal or special circumstances**

Seven and one-half (7.5) hours paid leave will be credited to employees for use in personal or special circumstances. The granting of such personal leave will be subject to normal approval by an employee's supervisor, subject to operational requirements, and will not be unreasonably withheld. Personal leave must be taken in increments of at least one (1) hour. Unused leave under this clause may be carried over from year to year.

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

**15.06 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) **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.

(c) **Educational Leave**

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. Where employee educational activities are approved by the Company, fees for authorized courses will be paid for by the Company and travel costs will be paid in accordance with Company policy on travel.

An employee who is taking approved part-time job related courses, as approved by the Company, 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.

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

## 15.07 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:
  - (A) payment of 75% of the employee's weekly rate of pay during the applicable Employment Insurance waiting period;
  - (B) for an additional two (2) 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
  - (C) for up to a maximum of an additional fourteen (14) weeks, payment equivalent to the difference between the employment insurance maternity benefits the employee is entitled to receive, and fifty-five (55%) percent of the employee's weekly rate of pay.
- (ii) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of supplemental employment benefits, the payments shall be adjusted accordingly.
- (iii) Employees shall have no vested right to payments under the plan except to payments during a period of employment specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the Plan.

### (b) Parental

Eligible employees shall be granted parental leave for child care responsibilities which will not exceed the period required to be provided under the *Canada Labour Code* and will commence at the expiration of the maternity leave or where the employee has not taken maternity leave, may commence on the day that the child is born or comes into the actual care of the employee. Parental leave must be taken within **seventy-eight (78)** weeks after the birth of the child. The aggregate amount

of leave that may be taken by one or **more** employees in respect of the same birth shall not exceed the maximum parental leave period set out in the *Canada Labour Code*.

(c) **Adoption**

Eligible employees shall be granted adoption, in lieu of parental leave, which will not exceed the period required to be provided under the *Canada Labour Code* and will commence on the day the child comes into the employee's actual care and custody. Application for adoption leave can be made by a male employee, by a female employee or divided between both parents.

(d) **General**

(i) Every employee who intends to take maternity leave, parental leave or adoption leave shall:

(a) give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why that notice cannot be given; and

(b) inform the Employer in writing of the length of leave intended to be taken.

(ii) At the expiration of maternity, parental or adoption leave, the employee shall be reinstated to the position held at the commencement of the leave or, where this is not possible, to a comparable position with the same salary and benefits and in the same location.

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

(iv) During the period of maternity, parental or adoption leave, the following benefits will continue if applicable: Best Retirement Plan, group life insurance, long term disability, dental and medical insurance. Company contributions to the premium costs will apply in respect of the Best Retirement Plan and group insurance plans during the leave period.

Employee contributions are required for the maintenance of benefits coverage during leave. The amount owing can be paid through lump sum payment or post-dated cheque. Employee coverage for benefits plans will cease if the employee does not pay the necessary share of benefit premiums

(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, as will any other withholdings required by law.

(vi) Leave granted under Articles 15.07 (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 15.03, the employee is deemed to have received pay while on leave under Article 15.07.

- (vii) It is understood that when an employee becomes the parent of a child, either through birth or adoption, the employee is entitled either to parental leave (15.07 (b)) or adoption leave (15.07 (c)), but not both, in respect of that child.
- (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 Best Theratronics Ltd. SUB plan for any week during the first 17 weeks of the leave, the Employer will pay the employee the difference.

#### 15.08 **Rate of Pay**

Except as provided in 15.04 (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.

- 15.09 The Company shall provide other leaves as may be required by the provisions of the *Canada Labour Code*.

**ARTICLE 16**  
**COMPENSATION ON TERMINATION**

**16.01 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 Best Theratronics Ltd. pension or PSSA immediate annuity or are entitled to a Best Theratronics Ltd. early retirement pension or PSSA annual allowance) and death as set out in this Article.
- (b) Employees planning to terminate employment should notify their supervisor in writing as far in advance as possible and at least three (3) weeks in advance of the last day of work, except that, in the case of 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) Retirement is effective on the date identified in the employee's written notice of retirement, which shall be the last day of employment with the Company. Employees may take up to ten (10) days of earned vacation remaining to their credit, immediately prior to their date of retirement, provided they so advise their supervisor when giving notice of retirement. All benefit coverage, and all payments under benefit plans, shall cease upon the employee's date of retirement as set out in the employee's written 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 16.03.

#### 16.02 **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 twenty (20) weeks' pay.
- (c) Severance pay will be paid as follows:
  - (i) If the term of the lay-off has not exceeded six (6) months, the employee may by written notice to the Company elect to receive severance pay immediately, in which case the employee will receive his/her severance pay and will be deemed to waive his/her recall rights and to terminate his/her employment.
  - (ii) If the term of the lay-off exceeds six (6) months but not twelve (12) months, the employee may by written notice to the Company elect to receive severance pay, in which case the employee will receive his/her severance pay and will retain recall rights in accordance with Article 22.03; or
  - (iii) In all other cases, severance pay will be paid when the lay-off exceeds twelve (12) months, or at such other time as may be required by the *Canada Labour Code*.

#### 16.03 **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:

- (a) May 31, 1996, in the case of former Nordion employees; or
  - (b) March 31, 1999, in the case of former Theratronics employees; and,
- such service has not been separated by more than three (3) calendar months.

#### 16.04 **Retirement**

An employee who retires from with a Company 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. For former Nordion employees, the rate of pay for the purposes of this benefit will be the employee's rate of pay at November 1, 1996. For former Theratronics employees, the rate of pay for the purposes of this benefit will be the employee's rate of pay at March 31, 1999.

#### 16.05 **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. For former Nordion employees, the rate of pay for the purposes of this benefit will be the employee's rate of pay at November 1, 1996. For former Theratronics employees, the rate of pay for the purposes of this benefit will be the employee's rate of pay at March 31, 1999.

**ARTICLE 17**  
**DESIGNATED PAID HOLIDAYS**

17.01

- (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) Float Days
Civic Holiday	

- (b) The dates for observance of the two (2) float days 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.

17.02 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.

17.03 The rate of pay for each designated paid holiday, except as modified in 15.04 (c) (ii) and 18.03, 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 15.04 (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 20.04.

17.04 The Company may, at its discretion, provide the employees the opportunity to take additional time off between Christmas and New Year's. The Company may decide to close all operations, or operations in specific departments, between Christmas and New Year's.

**ARTICLE 18**  
**HOURS OF WORK**

18.01 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.

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

18.03 **Normal Work Day (FOR ALL AREAS)**

Employees may choose one of the following shift start/finish times:

7:00 A.M. to 3:00 P.M.

7:30 A.M. to 3:30 P.M.

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

8:30 A.M. to 4:30 P.M.

9:00 A.M. to 5:00 P.M.

Once an employee has selected a start/finish time, they may only change their start/finish time with the approval of their manager.

An employee's meal period, as referred to in 18.02 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 day for the purpose of Article 18.04.

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

Evening Shift:

This shift shall be from Monday to Thursday inclusive. An employee's thirty (30) minute paid meal period will be between 8:30 p.m. and 9:00 p.m. subject to operational requirements.

3:30 p.m. to 1:00 a.m. (Monday to Wednesday)

3:30 p.m. to 12:30 a.m. (Thursday)

18.05 The shift outlined as an evening shift will be considered one and one-quarter (1 ¼) days for the purpose of clauses:

24.02 (d) Recall

24.02 (a)(ii) Probation

21.07 (a) and (b) Acting Pay

17.04 (a) and (b) Sick Leave

17.03 (c) Vacation Leave

17.08 Rate of Pay

18.01 (c) and (d) Compensation on Termination

19.03 Designated Holidays  
22 Overtime

18.06

- (a) Employees working the evening shift shall earn a shift premium in accordance with Article 19.06.
- (b) Staffing of the evening 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.
- (c) Subject to (ii) above, an employee shall not be required to work more than two (2) consecutive weeks on the evening shift, except if on a voluntary basis.
- (d) An employee on evening shift who is required to work overtime prior to or beyond the shift will be paid overtime compensation in accordance with Article 20. Such overtime compensation will apply to both the employee's normal hourly rate of pay and the shift differential.

18.07 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.

**ARTICLE 19**  
**SALARIES**

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

19.02 The following salary scales are effective for Best Theratronics Ltd. employees in Local 70367 and will be increased accordingly:

**Effective April 1, 2021: 1.0%**

**Effective April 1, 2022: 1.0%**

**R-SCALE SALARIES**  
**EFFECTIVE APRIL 1, 2021**

Level	A	B	C	D	E	F	G
RSG	<b>25346</b>						
R2	<b>33691</b>	<b>35373</b>	<b>36788</b>	<b>37891</b>	<b>39029</b>	<b>40202</b>	<b>41409</b>
R4	<b>44095</b>	<b>46298</b>	<b>48150</b>	<b>49593</b>	<b>51081</b>	<b>52613</b>	<b>54192</b>
R5	<b>50843</b>	<b>53387</b>	<b>55523</b>	<b>57188</b>	<b>58905</b>	<b>60672</b>	<b>62492</b>
R6	<b>57898</b>	<b>60793</b>	<b>63223</b>	<b>65117</b>	<b>67072</b>	<b>69085</b>	<b>71159</b>
R7	<b>65150</b>	<b>68407</b>	<b>71143</b>	<b>73278</b>	<b>75476</b>	<b>77742</b>	<b>80074</b>
R8	<b>72969</b>	<b>76622</b>	<b>79686</b>	<b>82076</b>	<b>84536</b>	<b>87074</b>	<b>89686</b>

**R-SCALE SALARIES**  
**EFFECTIVE APRIL 1, 2022**

Level	A	B	C	D	E	F	G
RSG	<b>25599</b>						
R2	<b>34028</b>	<b>35727</b>	<b>37156</b>	<b>38270</b>	<b>39419</b>	<b>40604</b>	<b>41823</b>
R4	<b>44536</b>	<b>46761</b>	<b>48632</b>	<b>50089</b>	<b>51592</b>	<b>53139</b>	<b>54734</b>
R5	<b>51351</b>	<b>53921</b>	<b>56078</b>	<b>57760</b>	<b>59494</b>	<b>61279</b>	<b>63117</b>
R6	<b>58477</b>	<b>61401</b>	<b>63855</b>	<b>65768</b>	<b>67743</b>	<b>69776</b>	<b>71871</b>
R7	<b>65802</b>	<b>69091</b>	<b>71854</b>	<b>74011</b>	<b>76231</b>	<b>78519</b>	<b>80875</b>
R8	<b>73699</b>	<b>77388</b>	<b>80483</b>	<b>82897</b>	<b>85381</b>	<b>87945</b>	<b>90583</b>

Progression between levels is not automatic and is not based solely on years of service, but rather on the need for work at a higher level and on the application of the principles set out in article 22.02.

19.03 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.

19.04 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%.

19.05 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 two (2) 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.

19.06 **Shift Differentials**

Employees required to work the evening shift (scheduled to finish at 10:00 p.m. or later) will Receive a shift differential of \$2.00.

19.07 **Acting Pay**

- (a) When an employee is required by the Company, in its sole discretion, 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, commencing on the first day of the assignment. The premium rate shall be the greater of the following:

- (i) The minimum of the range for the assigned position;
- (ii) The employee's salary increased by 4% of the maximum of the assigned range, rounded to the nearest \$25;
- (iii) The employee's present salary increased by 4% rounded to the nearest \$25.

- (b) It is understood that any period of paid sick leave or Company paid holiday(s) which may occur during an acting assignment will not be considered to be part of the four (4) consecutive working days referred to in 19.07 (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.

Pay for the first five (5) days of sick leave (whether consecutive or non-consecutive) during which an employee is in acting role shall be at the rate of the acting position; after the first five (5) days of sick leave, pay shall be at the rate of the employee's job of record rather than that of the acting position. STD and LTD benefits shall be at the rate of the employee's job of record.



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

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

**ARTICLE 20**  
**OVERTIME**

**20.01 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 apayment 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). Any banked hours remaining at the end of the leave year (March 31) will be paid out at straight time, during the first full pay period after April 1<sup>st</sup>.
- (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 mealbreaks, except where the cessation of work creates a safety issue.

20.02 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.

**20.03 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.

**20.04 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.

**20.05 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 Best Theratronics Ltd. in the National Capital Region. (Travel does not constitute work).

**20.06 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.

**20.07 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, if the employee has been given less than one day's notice of the overtime referred to in this article, the employee shall be entitled to a meal allowance as set out in 20.07 (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 sixteen dollars (\$16.00), claims for which are to be paid on regular petty cash forms and paid after appropriate authorization by

the employee's supervisor.

#### 20.08 **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.

#### 20.09

- (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.

#### 20.10 **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 20.06 - Callouts and Overtime Between Regular Work Periods.

#### 20.11 **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 21**  
**UNION SECURITY**

**21.01 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).

**21.02**

- (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 22**  
**SERVICE AND SENIORITY**

22.01 For the purpose of this Agreement, service is considered to commence either:

- (a) the date of commencement of employment with the Company; or
- (b) the seniority date indicated on the most up-to-date seniority list under article 15.02, if that date is different than the employee's date of commencement of employment.

Service shall be considered continuous for all periods of service separated by no more than three (3) Calendar months.

22.02 The educational qualifications, 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.

22.03 (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 Defined in article 22.01 above. This shall be credited to the employee and will continue to accrue.
  - (ii) For each employee who enters the bargaining unit and is not listed in the seniority list under article 15.02, 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.
    - (A) An employee hired in the morning will be deemed senior to the employee hired in the afternoon.
    - (B) The employee randomly selected by pulling a name from a hat will be deemed senior.
- (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 educational qualifications, 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 22.03 (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 educational qualifications, 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 twelve (12) months, 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 educational qualifications, skill, experience and capacity to perform the work after a reasonable period of familiarization.
- (h) Notification of recall shall be sent by registered mail to the person's last known address. It shall be the responsibility of each person on a recall list to advise the Human Resources Division of any change in their address.
- (i) Employees shall be eligible to commence participating in group insurance plans upon successful completion of the probationary period.

22.04 Seniority will continue to accumulate during all Company approved periods of leave of absence whether with or without pay, **and** while on a recall list following lay-off.

22.05 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 twelve (12) months, whichever is less;
- (c) If a laid-off employee fails to comply with 22.03 (f), or requests in writing that their



name be removed from the recall list.

- 22.06 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 23**  
**RECORDED DISCIPLINARY REPRIMANDS**

- 23.01 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, a Union Representative, will acknowledge that this has been done by placing their signature on the document.
- 23.02 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 24**  
**HEALTH AND SAFETY**

24.01 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.

24.02 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.

24.03 The Company will continue to maintain a Joint Occupational Health and Safety Committee, which shall be composed of one (1) representative of the Union, one (1) representative of the Communications, Energy and Paperworkers Union, Local 1541, and two (2) Company representatives. 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 one (1)

The Company will assign Management representatives to this Committee. At

no time shall the number of Management members be allowed to outnumber the number of non-management members.

(iii) receive for their respective areas, on a monthly or quarterly basis, the monthly, year-to-date and lifetime exposure of employees of the bargaining unit. Names will not be listed.

(b) There 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.

24.04 A Union representative will participate in the investigation of all hazardous occurrences and radiation incidents involving the bargaining unit.

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

24.06

(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. Information relating to an identifiable individual shall not be furnished to anyone other than that individual, without the individual's consent.

(b) Each employee shall have access to their personal radiation dose records.

24.07 The Company shall comply with the applicable provisions of Part II of the *Canada Labour Code* and the *Nuclear Safety and Control Act* as concerns health and safety in the workplace.

24.08 The Company shall provide required safety protective items. The Company shall contribute to a maximum of \$150.00 towards the purchase of safety footwear on an annual basis. In order to receive reimbursement for safety footwear expenses, the employee must provide a receipt and the footwear must meet the company's safety standards.

24.09 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 Best Theratronics Ltd.

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 Officer.

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.

#### 24.10 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.

#### 24.11 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 25**  
**TECHNOLOGICAL CHANGE**

- 25.01 The Company will notify the Union as far in advance as is practicable, but at a minimum of two (2) months, 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.
- 25.02 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 26**  
**BARGAINING UNIT WORK**

- 26.01 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.
- 26.02 Notwithstanding the above, the Company may use non-bargaining employees to do bargaining unit work in an emergency.
- 26.03 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 10 commencing at Step 2.

**ARTICLE 27**  
**NO DISCRIMINATION**

27.01 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.

27.02

(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.

27.03 The Company and the Union acknowledge that a Workplace Harassment Policy and redress procedure, known as the Respect in the Workplace Policy, has been adopted by the Company and applies to all Company employees.



**ARTICLE 28**  
**JOB DESCRIPTIONS**

- 28.01 Upon request, an employee shall be provided with a copy of their job description and their classification level.
- 28.02 The parties agree that management has sole discretion in deciding the duties, responsibilities, and qualifications for all jobs within the bargaining unit.
- 28.03 In order to achieve understanding and agreement on the accurate description of jobs, subject to (.01)above, the parties agree to **undertake a review of all current Job Descriptions to be completed within eighteen (18) months of ratification** by utilizing the following procedure within the term of this Collective Agreement.
- (a) All **job descriptions** will be written on the standard job description form.
  - (b) A Joint Job Description Review Committee made up of **up to** three (3) Company and three (3) union representatives (one (1) of whom may be a Public Service Alliance representative) 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.
  - (c) **All new or revised job descriptions created following the initial eighteen (18) month review process shall be subject to the above process in (a) and (b).**
- 28.04 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 **and no employee shall suffer a decrease in pay as a result of the review process set out in Article 28.03.**

**ARTICLE 29**  
**EMPLOYEE FILES**

29.01 An employee will be able to review their Personnel file once per year, or on such additional occasions as may reasonably be necessary up to a maximum of three times 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 30**  
**TRAINING**

30.01 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 educational qualifications, skill, experience and capacity to benefit from the training opportunity.

**ARTICLE 31**  
**TEMPORARY OR TERM EMPLOYEES**

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

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

31.02

- (a) Both parties to the collective agreement share a desire to set forth a method for dealing with these situations without unnecessarily burdening or depriving either party of their rights and benefits;
- (b) the hiring of temporary employees shall not derogate from the requirement to fill vacancies and new positions of a permanent nature as set out in Article 12, or the provisions of Article 22.03(a)(ii) Probationary Period.

31.03

- (a) A temporary employee is a salaried employee hired to work for a specified period of time in accordance with the purposes set forth for his/her hiring and is entitled to the rights and benefits set out herein except those provided for in articles 13, 14, 15 and 17 (float days);
- (b) All temporary employees falling within the scope of this agreement shall pay union dues from their initial date of employment and shall be entitled to the rights, benefits and working conditions of the collective agreement except as modified by this Agreement including the exceptions noted in paragraph 31.03(a) above.

31.04 **Appointment**

- (a) Temporary Employment Situation as Per Article 31.01(b)
  - (i) If the temporary requirement is expected to last nine (9) months or more, it will be posted and filled in accordance with Article 12 of the collective agreement.
    - (A) 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;
    - (B) if there are no qualified bargaining unit applicants, then the position can be filled with a temporary employee.
  - (ii) If the temporary requirement is expected to last less than nine (9) months, the

Employer shall first attempt to use the Acting Pay provision if the requirement is above the entrance level and an employee capable of performing the work is available. If such is not the case, the position may be filled with a temporary employee.

- (iii) If a temporary requirement which was expected to last less than nine (9) months exceeds nine (9) months and has not been filled on an Acting basis, a meeting/discussion shall take place between the Human Resources Department, the hiring department and the Union to determine whether or not the opening should now be posted.
- (iv) If a temporary requirement situation becomes an established part of the Employer workforce, the position shall be posted in accordance with Article 12.

(b) Replacement Employment as Per Article 31.01(a)


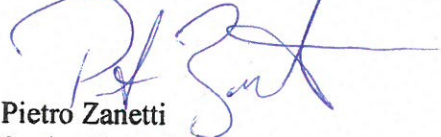

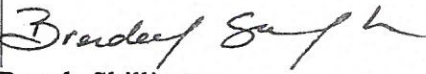

- (i) If a replacement situation is expected to last nine (9) months or more:
  - (A) the Employer may use the Acting Pay provision, or if not;
  - (B) the Employer shall post and fill the position in the same manner as 31.04.I.(a);
- (ii) If a replacement situation is expected to last less than nine (9) months, the employer shall follow the same procedure as set forth in 31.04(I)(b);
- (iii) If a replacement situation which was expected to be temporary becomes a permanent requirement, the position shall be posted in accordance with Article 12.

(c) Secondary Temporary Requirements

When a temporary employment need is filled by a seniority employee further to Article 31.04.I.(a)(i) or Article 31.04.I.(a)(ii), the resulting vacancies, if required, shall be filled in accordance with the procedure set out at 31.04.I.(b).

**ARTICLE 32**  
**DURATION AND AMENDMENT OF AGREEMENT**

- 32.01 This Agreement when signed by the parties hereto, shall become effective from **April 1, 2020** except as otherwise specified herein, and shall remain in full force and effect until **March 31, 2023**, and from year to year thereafter, unless notice is given by either party of its intention to amend or terminate the Agreement in accordance with the requirements of the *Canada Labour Code*.
- 32.02 All new or changed provisions of this Agreement shall become effective on date of ratification unless otherwise specified.
- 32.03 IN WITNESS WHEREOF the parties have this **31st day of August 2021** executed this Agreement by the hands of their proper officers.

On behalf of Best Theratronics Ltd..	On behalf of The Public Service Alliance of Canada
 Sylvain Champagne Manufacturing Director	 Ritej Chopra Member
 Pietro Zanetti Senior Consultant	 Sean Mobbs Member
	 Brenda Shillington PSAC Negotiator
	 Alex Silas Regional Executive Vice-President, PSAC NCR Region

**APPENDIX "A"**  
**ACTIVE JOB CLASSIFICATION LIST**

<b>JOB LEVEL</b>	<b>JOB CLASSIFICATION TITLE R-SCALE</b>
R-2	Summer Student
R-4	Junior Draftsperson Production Control Expeditor
R-5	Development Technician I Draftsperson Senior Production Control Expeditor
R-6	Designer Development Technician II Quality Control Technician II Radiation Surveyor Production Controller Production Planner
R-7	Senior Designer Senior Development Technician Senior Quality Control Technician Senior Radiation Surveyor Technical Publications Coordinator Senior Production Planner Senior Design/Development Technician
R-8	Design Specialist Dosimetry Specialist Production Planning Technologist

**LETTER OF UNDERSTANDING #1**  
**NORDION POST RETIREMENT BENEFITS PLAN**

The Company will remind retiring employees that they may inquire with Nordion about their eligibility for benefits under Nordion's post retirement benefits plan.



**LETTER OF UNDERSTANDING #2**  
**ELIGIBILITY FOR RETIREMENT PAYMENT – ARTICLE 16.04**

The parties agree that as of July 6, 2017, only two bargaining unit employees are eligible for a retirement payment pursuant to article 16.04 (previously 16.05). The parties further agree that the retirement payment entitlement for those two employees shall cease to accrue as of July 6, 2017 and shall be capped at the amount accrued as of that date. This letter of Understanding and article 16.04 (previously 16.05) shall be deleted when the employment of the two employees above has ceased.