



Policies and Regulations

R-008

**Working conditions of administrative employees and medical
staff**

July 2019

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1 Preamble

This document must be applied with judgment and flexibility by both the employees concerned and the departments involved. SIRIUSMEDx is aware of the importance of listening to its employees' concerns and is committed to establishing a harmonious and constructive work climate. In the event of a difference of attitude or opinion, or when an employee believes that he or she is being treated unfairly or inequitably in the application of this Code, he or she should normally be able to discuss it freely with his or her immediate superior.

In the event that an employee is not satisfied with the explanations provided by his or her immediate supervisor, the employee may then refer the matter to the supervisor's supervisor or to the Human Resources Branch. This compendium establishes, in the spirit of fairness, the working conditions of medical and administrative employees.

NOTE: For the sake of brevity, the masculine form implies the feminine form where it also applies.

2 Preliminary provisions

2.1 Conditions of Employment

The employer and employees agree to respect the terms and conditions of employment at all times.

3 Definitions

3.1 Medical staff

This term refers to an employee hired to perform a medical profession or function within a project in isolated areas. Job titles covered by this designation include paramedics, nurses, emergency medical technicians (EMTs) and first responders.

3.2 Administrative Employee

This term refers to the employee hired to work at the head office as an employee and who does not exercise any management functions.

3.3 Appointment

The employee or medical staff shall be appointed by the President of the company unless the President delegates the authority to confirm hiring to another person.

3.4 Probationary Period

An employee or new medical staff member shall be subject to a three (3) month probationary period or the equivalent in hours worked. If they do not adequately meet the expectations of the responsibilities of their new position, their employment will be terminated without compensation other than that provided by law, where applicable. During the probationary period, a mid-term evaluation will take place. The management of the department concerned will be required to complete the available evaluation form. The trial period may exceptionally be extended for a maximum additional period of three (3) months by the president of the company if the situation justifies it. A second evaluation will take place before the end date of the probation extension

3.5 Continuous Service

Refers to the uninterrupted period of time during which the employee is linked to SIRIUSMEDx, even if the performance of work has been interrupted without termination of the place of employment. For contract employees, continuous service includes the period of time during which there is a succession of fixed-term contracts without an interruption which, in the circumstances, makes it possible to conclude that the contract is not being renewed.

3.6 Salary Class

A class is equivalent to a sequence of salary progression with a minimum rate, steps and a maximum rate of pay.

4 Practice and Professional Responsibility

SIRIUSMEDx expects the employee to carry out the responsibilities entrusted to him/her with professionalism and a focus on quality of service. Employees may not have a direct or indirect interest in any business or activity that conflicts with their personal interest and the responsibilities of their position.

The employee must respect the ethics of his or her duties, maintain the utmost discretion with respect to information that comes to his or her knowledge in the course of his or her work and demonstrate loyalty to the organization.

4.1 Defence or Representation

- Sirius defends or represents any employee who is sued for an act committed in the performance of his duties, and pays all damages, if any, attributable to such act, unless the employee has committed gross negligence amounting to fraud or independent personal fault in the performance of his duties.
- Sirius assumes in the same manner and to the same extent all costs and expenses of any employee who would be sued if he acted as a director, employee or professional at the request of the company. The employee must, within thirty (30) days of receiving a lawsuit or formal notice, notify the general management and, if necessary, apply for legal assistance.

4.2 Reimbursement of Expenses

An employee for whom Sirius has mandated a public prosecutor and incurred expenses shall, upon request by the company, reimburse him for such expenses when his act or omission has been considered by the

court as gross negligence, intentional or separable from his duties, or when he has been the subject of a criminal or penal procedure and has been found guilty by a court.

4.3 Damages

Sirius must pay damages due to a third party resulting from an error or omission by one of its employees in the performance of his duties within Sirius or a mandatory organization.

4.4 Juror or witness

An employee selected as a juror or called as a witness in a case will not suffer any reduction in pay as a result. The employee must inform his/her immediate supervisor immediately upon receipt of the court notice and provide a copy to the Human Resources Branch. The employee will remit to Sirius the per diem for sessional fees, if applicable.

5 Work Schedule

5.1 Work Schedule - Medical Staff

A medical staff member's normal work schedule is twelve (12) hours per day for rotations ranging from one (1) week to four (4) weeks. It is normal for a medical professional or treating staff to work overtime to complete a project assignment. This work is not paid or compensated for in addition unless otherwise decided.

5.2 Work Schedule - Administrative Employee

The normal work week for an administrative employee is generally 24 to 40 hours per week depending on the contract awarded. Work performed in excess of the contract hours will be compensated as overtime. This overtime must be authorized by the immediate supervisor and is paid at an hourly rate plus 50%. The employee may also benefit from a variable work schedule after agreement with the immediate superior.

5.3 Notice of Absence

Notices of absence must be authorized by the immediate superior and filed with the Human Resources department before the start of the absence. In the event of absence for health reasons or certain unforeseeable social leaves, the notice of absence must be authorized and filed no later than three (3) working days after the start of the absence. The absence must be forwarded to the immediate superior as soon as possible.

6 Holidays and Leaves

6.1 Statutory Holidays

Sirius recognizes and observes during the year the applicable statutory vacations according to the provincial laws in force:

- For employees working in Quebec, regardless of their place of residence, the statutory vacations provided for in the « Loi sur les normes du travail » (Quebec) apply.
- For employees who work both in Quebec and elsewhere in Canada, regardless of their place of residence, the statutory vacations provided for in the « Loi sur les normes du travail » (Quebec) apply.
- For an employee who works in another province, regardless of his or her place of residence, the statutory vacations of the province of work apply.

If one of the paid vacations falls within an employee's vacation period, that day will be added to the employee's vacation entitlement.

If an employee is required to work on a general vacation, the employee will be paid at his or her hourly rate plus 50%.

6.2 Social Leaves

An employee may be absent from work in the following cases and for the period of time specified.

6.2.1 Marriage

- On the occasion of his marriage: two (2) days with pay and three (3) days without pay.
- On the occasion of the marriage of a child or a child of the spouse, brother or sister, father or mother, stepfather or stepmother: the day preceding the day of the marriage or the day of the marriage without loss of salary.

6.2.2 [Birth, adoption and baptism](#)

- On the occasion of the birth of his child, the adoption of a child five (5) days including two (2) paid days.
- At the baptism of his child: the day of the baptism without loss of pay

6.2.3 [Death](#)

- On the death of a spouse, child, stepchild, father, mother, brother, sister, father-in-law, mother-in-law, father or mother of the spouse, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, brother or sister of the spouse: the employee may be absent for a period of 5 days, of which two days shall be paid. Upon agreement with the employer, the employee may also be absent for a longer period of time without pay when the employee feels the need.

6.3 **Absence due to illness or family**

Employees may be absent from work due to illness, accident or family obligations. The first two days of absence are paid, subsequent days are taken without pay. The employer reserves the right to request supporting documentation at any time.

6.4 **Maternity Leave**

SIRIUSMEDx complies with the Act respecting Labour Standards and the Act respecting Parental Insurance with respect to maternity and parental leave. SIRIUSMEDx also recognizes the application of any other provincial or federal legislation regarding maternity or parental leave. While on maternity leave, the employee continues to accumulate her vacation leave.

6.5 **Paternity Leave**

An employee who is absent for paternity leave is entitled to a paternity leave of up to five (5) continuous weeks, without pay, on the occasion of the birth of his/her child. Paternity leave begins no earlier than the week of the birth of the child and ends no later than fifty-two (52) weeks after the week of the birth. Paternity leave may be taken after at least three (3) weeks' written notice to the Company indicating the expected start date and the expected date of return to work. The notice period may be less if the birth of the child occurs prior to the expected date.

6.6 **Parental or Adoption Leave**

An employee is entitled to parental leave in conjunction with the birth or Adoption of a child under the age at which a child is required to attend school. This clause does not apply to an employee who adopts a child

of his/her spouse. Parental leave may be taken after giving at least fifteen (15) working days' notice to the Company indicating the start date of the leave and the date of return to work.

7 Annual Vacation

7.1 Vacation Period

The choice of vacation periods takes place twice during the year at a time designated by the employer. The employee's choice must respect the needs of the company.

7.2 Entitlement to annual vacation

On the first of January of each year, the employee shall be granted vacation credits without loss of pay based on the employee's continuous service accumulated to the end of the applicable reference period. A month of service is defined as complete when more than half of the working days in the month have been worked. The reference period runs from May 1 of the previous year to April 30 of the current year.

7.3 Annual Vacation Credits

Seniority	Annual vacation credit	Rate
Less than 1 year	1 day per month of full service not exceeding 2 weeks	4%
1 year to 3 years	2 weeks	4%
3 years and over	3 weeks	6%

7.4 Deferred Vacation

Vacations must be taken each year during the year following the year in which they were acquired. However, an employee may carry over a maximum of one week of vacation from one year to the next with the approval of the employee's immediate manager. However, in the event of absence from work due to accident, illness or parental leave, an employee may carry over to the following year any vacation or remaining vacation that cannot be taken during the year of return to work, by agreement with the employee's immediate supervisor.

7.5 Special leave during the vacation period

An employee who is absent from work at the time he or she is scheduled to take his or her vacation due to a special leave of absence for death, illness or injury, maternity or parental leave, or for any other reason authorized by the Company, may postpone his or her vacation or the remainder of the vacation, as the case may be, to a later date agreed upon with his or her immediate supervisor.

8 Salary

8.1 Salary on hiring

Salary and working conditions on hiring take into account the relevant qualifications and experience of the employee.

8.2 Pay Advance

No pay advances are permitted, except in exceptional cases authorized by the management responsible for human resources.