



*January 1, 2012
Concord, Ontario and
Winnipeg, Manitoba Employees*

employee handbook

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Dear Leica Colleague,

If you are reading this Employee Handbook (“Handbook”) as a newly hired Leica Microsystems Inc. (“Leica” or “Company”) employee, we take this opportunity to extend to you a warm welcome to the Leica team! We are excited that you have been selected and have chosen to join the men and women who have made Leica their professional home. We are confident that you will soon “feel at home” among us, and we look forward to your contributions to our success as a Company devoted to building, implementing and innovating histopathology, microscopy and pathology diagnostics.

If you are a Leica “veteran”, reading this Handbook for the first time, we are no less excited about your continuing commitment to excellence as a member of the Leica team! We have prepared this Handbook with the objective of enhancing the quality of our work environment, and to ensure that all of our employees are treated with fairness and respect.

Some of you may legitimately wonder, (and some have asked), why we need such a document at all – why isn’t a combination of “the golden rule” and common sense good enough? Frankly, this Handbook is no substitute for good judgment. In fact, we are counting on your consistent use of good, professional judgment in both business and employee matters. However, there is also a need for policies and procedures to provide clarity on what your Company expects from you, and what you are entitled to expect from your Company.

This Handbook, like our business, will always present opportunities for continuous improvement. Your feedback on policies and procedures that are working especially well and on those that are not, is always welcome.

Please note that where reference in this Handbook is made to Ontario law, this only applies to those employees who are governed by Ontario law. Similarly, where reference in this Handbook is made to Manitoba law, this only applies to those employees who are governed by Manitoba law. Accordingly, an employee who is governed by Ontario law cannot claim that the laws in Manitoba apply to him or her, and vice versa.

Thank you for taking the time to read through this Handbook. If you have any questions about the new Handbook, please contact your HR department.

Sandy Brandmeier
President, North America Leica Microsystems, Inc.



Jack Kenny
President, North America Biosystems Division,
Leica Microsystems, Inc.



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About This Handbook

This Handbook is a summary of the Human Resource policies, practices, procedures and employee benefits (collectively, “policies”) currently in effect at Leica in the provinces of Ontario and Manitoba. If you have any questions, please contact Human Resources or speak with your manager.

This Handbook is designed to be a reference guide throughout your work life at Leica. It is a collection of policies, procedures and guidelines to assist you in making decisions in your work at Leica. When in doubt, please talk to your manager or contact your Human Resources Consultant. Section titles will direct you to information pertaining to your area of question. Topics such as Leica’s Purpose, Mission and Values, Performance Management and Human Rights are included. Each Section of the Handbook is preceded by a Quick Reference Guide which allows you to quickly review the contents of each Section.

It is Leica’s intent to continue to implement the policies set out in this Handbook. Leica must, however, reserve the right, from time to time, to modify, suspend or discontinue any of the policies and/or add new policies, at its sole discretion, as legal requirements and other circumstances dictate. While employees will receive updated information about such changes from time to time from Leica, employees are solely responsible for keeping abreast of such changes. Leica will post the most recent versions of this Handbook on Focal Point and, therefore, printed copies of any policies should not be relied upon solely as they may not be up to date. The most recent version of any given policy supersedes all earlier versions of that policy. For the most up to date policies, please go to Focal Point.

All Leica employees are expected to read, understand and adhere to all policies in this Handbook as a condition of employment with Leica. If an employee does not adhere to all such policies, that employee may be subject to disciplinary action, up to and including termination of employment for cause. For the purposes of this Handbook, the term employee includes all regular full time, regular part time, and students who work at Leica.

Comments on any aspect of this manual are encouraged and should be directed to Human Resources to help us meet your needs as a Leica employee.

Please read this Handbook thoroughly, and follow the appropriate instructions provided regarding the Handbook Acknowledgment Form.

Section

1

Leica Purpose, Mission, Values and Overview of Our Company

<i>Section 1 at a Glance ...</i>

Purpose, Mission and Values – an overview of Leica's Purpose, Mission and Ethics

- Danaher's Values
- Privacy Policy
- Confidentiality Policy – Protecting Leica Information
 - Confidentiality Agreement
 - Non-disclosure Agreement
- Health and Safety at Leica
- Quality Assurance Policy

It is important that we all know why our Company exists and understand our plans for the future. This will make it easier for each of us to make decisions every day with respect to business priorities and guide our behaviors/actions accordingly.

To assist you, outlined below are Leica's purpose, mission and values:

Our Purpose

Leica's purpose is to support ground-breaking research projects with new tools and insights, helping our customers (the user) further explore the microstructures of life.

Leica achieves its purpose by manufacturing a broad range of products for numerous applications requiring microscopic imaging, measurement and analysis. It also offers systems solutions in the areas of Life Science including biotechnology and medicine, as well as the science of raw materials and industrial quality assurance. Furthermore, Leica brings histopathology labs and researchers the most comprehensive product portfolio. The range includes the ideal product for each histology step and high-productivity workflow solutions for the entire lab.

By doing this, not only will we generate superior value and long-term opportunities for our customers, but for our shareholders and employees as well.

Our Mission

- To be the world's first choice provider of innovative solutions to our customers' needs for vision, measurement and analysis of microstructures
- To be a major global player in microscopy and pathology diagnostics
- To build on our leadership position in the application of innovative technologies that create lasting solutions through focused research, engineering excellence and quality manufacturing
- To aggressively market these solutions globally to communities, industries and consumers
- To fulfill promises, satisfy expectations, and to master challenges
- To foster growth through the development of new products, synergistic technologies and strategic business alliances
- To provide excellent value to our customers, rewarding career opportunities for our employees, and a superior, long-term return on investment for our shareholders
- To make decisive contributions to our users' efforts and meet the shared challenge in our respective professional lives with dedication

Our Values

Leica's claim is "Living up to Life"

Our claim "Living up to Life" distills the essential elements of our brand vision into a concise motivational message. It stands for the values that guide us, our scientific spirit, the high standards we set for ourselves, our enthusiasm and ambition.

It also stands for life at the microstructure level that is the focus of the passionate work of our users; the secrets of that life are the impetus for fascinating research projects and patient day-to-day scientific work.

Leica's values represent the essence of our tradition and are a statement of our position for the future. As the heart of our corporate spirit, the values also represent a core promise to our users, partners, and customers.

Leica is devoted to "living up to" the following values:

1. **Pioneering** - means to be driven by the vision of solutions beyond our present knowledge and by the ambition to be the first to discover them. This is Leica's tradition of innovation — supporting ground-breaking research projects with new tools and insights, helping our users to further explore the microstructures of life.
2. **High-end Quality** - means consistently meeting our defined standards; measurable quality standards based upon our users' ever-changing needs for precision, reliability and safety. State-of-the-art standards as users focus on the building blocks of life.
3. **Team Spirit** - means to appreciate that Leica's culture always has been a consensus-seeking way of spirited individuals working together. And, to create a unique environment of sharing, openness and respect together with our users, striving for extraordinary results – and thus the fulfillment of professional life.
4. **Dedication to Science** - means to really understand the nature of our users' work and to transform their ideas and needs into innovative products.
5. **Continuous Improvement** - means to systematically increase the efficiency of all processes. "Kaizen", a new working method within Leica, has quickly proven to benefit all involved, especially our customer, the user. In our daily work, Kaizen has become a way of life.

Leica is further dedicated to superior customer service by proving to our end customers and their agents that they are critical to our success and that we are committed to theirs. We do this by:

- Delivering total histology solutions with instruments and consumables working together to eliminate delays, increase diagnostic clarity and provide better patient care

- Supporting the scientific community with advanced technology from basic research to high-end microscopy and technical expertise in the visualization, measurement and analysis of microstructures
- Partnering with and supporting surgeons with superior surgical microscope technology
- Providing aid to clinicians with advanced histopathology systems solutions that enable fast, accurate tissue-based diagnosis
- Helping industrial partners, forensic laboratories and material science researchers with state of the art microscopes, cameras and software solutions to visualize, measure and analyze their specimens

The organization of Leica reflects the customers we serve, throughout our global business units and sales organizations.

As a member of the Danaher team, Leica's values are well aligned with the Danaher values below.

Danaher's Values

1. The Best Team Wins

- Employees are our most valued assets
- We are passionate about retaining, developing and recruiting the best talent available
- Danaher and its employees win because:
 - We are Team-Oriented with Involvement By All
 - We seek Fact-Based, Root Cause Solutions; not Blame
 - We are Accountable for Results, and We Deliver
 - We are Non-Political and Not Bureaucratic
 - We have High Integrity and Respect for Others
 - Winning is FUN

2. Customers Talk, We Listen

- Quality First, ALWAYS
- We base our strategic plan on the Voice-of-the-Customer
- Robust, repeatable processes yield superior Quality, Delivery, and Cost that satisfy our customers beyond their expectations

3. Continuous Improvement (Kaizen) Is Our Way Of Life

- The Danaher Business System IS our culture
- We aggressively and continuously eliminate waste in every facet of our business processes

4. Leading Edge Innovation Defines Our Future

- We continuously apply our creativity to the technologies of products, services, and processes to drive organic growth
- “Out-of-the Box” ideas, both large and small, add value to our enterprise
- We accomplish “breakthroughs” through the Policy Deployment process

5. We Compete for Shareholders

- Profits are important because they attract and retain loyal shareholders
- Shareholders secure our future by providing capital for investment and growth

For more details on Danaher’s core values please go to www.myDanaher.com

Our Ethics

The guiding principle behind our high ethical standards at Leica is our value of ‘Demonstrate Respect’ that states “Demonstrate ongoing respect for the people we interact with on a daily basis and for the environment in which we live and work”.

We value the reputation we have built with our employees, customers, shareholders and the public, and it is the role of each Leica employee to ensure that the manner in which we interact with these various individuals and groups supports and continues to build on that reputation.

Our Code of Business Conduct outlines specific guidelines of behaviour for dealing with customers, government authorities, the public, employees and agents. However, in general terms, our ethical standards include, but are not limited to, the following:

- Prompt, courteous and respectful business communications
- Compliance with all applicable laws and regulations
- Respecting the rights of privacy and confidentiality
- Fiscal responsibility and integrity
- Honesty and fairness in all customer/client relationships
- Fair trade practices and methods of competition

Danaher’s Standards of Conduct

Leica respects and follows Danaher’s standards and code of conduct. Accordingly, all Leica employees are expected to adhere to “Danaher’s Standards of Conduct”.

A copy of Danaher’s Standards of Conduct is available in 17 languages at: myDanaher>Corporate Legal>Standards of Conduct

Please note, throughout Danaher's Standards of Conduct you are encouraged to contact a variety of company officials when you have a question or concern. In order to contact any Danaher Corporation corporate or executive officers referred to in this document, including the Chief Executive Officer, Chief Financial Officer, Chief Accounting Officer, Vice President-Human Resources or Employee General Counsel, please call Danaher Corporation's corporate headquarters in Washington, D.C. at (202) 828-0850.

Privacy Policy

Purpose

Leica is committed to protecting the privacy and security of the personal information of its employees. This policy governs the collection, use and disclosure of personal information belonging to our employees.

Policy

1. Definition of Personal Information

- (1) For the purposes of this policy, personal information includes information in any form that is reasonably required by us for the purpose of establishing, managing or terminating our employment relationship. This includes:
 - your age, medical information, blood type, income, social status or ID numbers
 - résumés, letters of reference and reference checks
 - opinions, evaluations or comments about your performance
 - disciplinary measures
 - employee files, credit records, loan records, medical records
- (2) Personal information does not include your name, title, business address, business telephone number, languages or ethnic origin.

2. Collection, Use and Disclosure

- (1) Before we collect personal information, we will explain the purpose for its collection. Generally speaking, we collect employee personal information:
 - for recruiting and contracting purposes
 - to administer payroll and benefit plans
 - to process any benefit or other claims you may have, such as Workplace Safety and Insurance Board ("WSIB") or medical related claims
 - to manage our employment relationship, including any performance evaluations, incentive programs or disciplinary measures
 - to establish training or development requirements

- to identify a contact person in the event of an emergency
 - to comply with applicable employment and human rights legislation
- (2) We may collect, use and disclose your employment related personal information without your consent if it is reasonable for the purposes of establishing, managing or terminating our employment relationship.
- (3) If your consent is required, we will explain why the information is being collected and how we intend to use it.
- (4) You will be deemed to consent to the collection, use or disclosure of the personal information if, when the information was given, the purpose would be obvious to a reasonable person. For example, individuals who submit their resumes are deemed to consent to its use for recruitment and hiring purposes.
- (5) We may collect personal information without your knowledge or consent:
- if it is clearly in your interest and consent is not available in a timely way
 - if knowledge and consent would compromise the availability or accuracy of the information and collection is required to investigate a breach of an agreement or contravention of a federal or provincial law
 - for journalistic, artistic or literary purposes
 - if it is publicly available as specified in the regulations
- (6) We may use personal information without your knowledge or consent:
- if we have reasonable grounds to believe the information could be useful when investigating a contravention of a federal, provincial or foreign law and the information is used for that investigation
 - for an emergency that threatens an individual's life, health or security
 - for statistical or scholarly study or research (as long as we notify the Privacy Commissioner before using the information)
 - if it is publicly available as specified in the applicable government regulations
 - if the use is clearly in your interest and consent is not available in a timely way
 - if knowledge and consent would compromise the availability or accuracy of the information and collection was required to investigate a breach of an agreement or contravention of a federal or provincial law
- (7) We may disclose personal information without your knowledge or consent only:
- to a lawyer representing the organization
 - to collect a debt you owe to us
 - to comply with a subpoena, a warrant or an order made by a court or other body with appropriate jurisdiction

- to a government institution that has requested the information, identified its lawful authority, and indicated that disclosure is for the purpose of enforcing, carrying out an investigation, or gathering intelligence relating to any federal, provincial or foreign law; or suspects that the information relates to national security or the conduct of international affairs, or is for the purpose of administering any federal or provincial law
- to an investigative body named in the applicable legislation or regulations or government institution on our initiative when we believe the information concerns a breach of an agreement, or a contravention of a federal, provincial, or foreign law, or suspect the information relates to national security or the conduct of international affairs
- if made by an investigative body for the purposes related to the investigation of a breach of an agreement or a contravention of a federal or provincial law
- in an emergency threatening your life, health, or security (we will inform you of the disclosure)
- for statistical, scholarly study or research (we will notify the Privacy Commissioner before disclosing the information)
- to an archival institution
- 20 years after your death or 100 years after the record was created
- if it is publicly available as specified in the applicable regulations
- if required by law

3. Retention and Disposal of Personal Information

- (1) We will only retain personal information as long as necessary to enable you to obtain personal information used to make a decision about your employment and to satisfy the purpose for which it was obtained.
- (2) We will destroy documents containing personal information once the information has served the purpose for which it was obtained, unless it must be retained for legal purposes.

4. Accuracy of Personal Information

- (1) When we collect, use or disclose your personal information, we will make reasonable efforts to ensure that it is accurate to the extent necessary to fulfill the purposes for which it was obtained.
- (2) You may submit a written request to us to correct any errors or omissions in any of your personal information that is in our control. We will either amend the information or notify you of any reasons why such an amendment cannot be made.

5. Protection of Personal Information

- (1) We recognize the importance of protecting your personal information and will use appropriate security safeguards to provide the necessary protection. This includes:
 - physical measures such as locked filing cabinets, alarm systems and restricting access to areas in which personal information is stored
 - technological resources such as firewalls, encryption software and passwords; and
 - organizational controls including security clearance measures, staff training, the use of confidentiality agreements and limiting access to only those who need the information
- (2) We expect you to assist us in protecting personal information and to take all appropriate measures to safeguard personal information belonging to you or any other employee of Leica. This includes ensuring that:
 - any individuals who have requested personal information and those to whom you are sending it are authorized to receive the information
 - the method by which the information is transmitted (e.g., email, fax, telephone etc.) will adequately protect the confidentiality of the information in light of its sensitivity

6. Maintaining Awareness of Our Practices

- (1) We will inform all employees and any other relevant individuals that we have policies and practices for the management of personal information.
- (2) Our privacy policy is available through this manual. You may obtain a copy of our privacy procedures from the Human Resources Manager.

7. Privacy Officer

- (1) The Privacy Officer will ensure the Company's compliance with legislation and this policy. The Privacy Officer will receive and respond to your inquiries and complaints regarding the protection and privacy of your Personal Information, and deal with requests for access to your information.

Leica's Privacy Officers are:

In Manitoba –Customer Service Supervisor

In Ontario – Logistics Manager

8. Access to Personal Information

- (1) You may request access to your personal information or want to know how it is or has been used or disclosed, by submitting a written request to Leica's Privacy Officer.

- (2) We will respond to your request for access no later than 30 days after receiving the request. Upon notice to you, this 30 day response time may be extended for a maximum of 30 additional days if:
- responding to the request within the initial 30 day period would unreasonably interfere with Leica's activities
 - we need additional time to conduct consultations or to convert personal information to an alternate format
- (3) Under certain circumstances, you may be expected to bear any costs associated with disclosing the information to you. We will advise you up front of any costs associated with disclosure.
- (4) We must refuse access to your personal information if:
- it would reveal personal information about another individual which cannot be removed, unless there is consent or a life threatening situation
 - we have disclosed information to a government institution for law enforcement or national security reasons. Upon request, the government institution may instruct us to refuse access or not to reveal that the information has been released. We will then refuse the request and notify the Privacy Commissioner. We are not allowed to inform you of the disclosure to the government institution, or that the institution was notified of the request, or that the Privacy Commissioner was notified of the refusal
- (5) We may refuse access to personal information if the information falls under one of the following circumstances:
- it is protected by solicitor-client privilege
 - it constitutes confidential commercial information, which cannot be removed
 - disclosure could harm an individual's life or security and the offending information cannot be removed
 - it was collected without your knowledge or consent to ensure its availability and accuracy, and the collection was required to investigate a breach of an agreement or contravention of a federal or provincial law (the Privacy Commissioner must be notified)
 - it was generated in the course of a formal dispute resolution process

9. Complaint Process

- (1) If you are dissatisfied with the manner in which we have handled your personal information, you may contact the Human Resources Manager in writing to outline the reasons for your concern.
- (2) We will investigate and respond to all complaints made in relation to this policy.

Confidentiality Policy

One of your most important duties as a Leica employee is to help protect confidential Leica business information, particularly confidential information such as inventions, trade secrets, manufacturing processes, pricing or profit information, and information relating to a customer's financial and other sensitive information from unauthorized disclosure by you and/or by those under your supervision.

Information such as business strategies, product development, marketing plans, sales projections or volumes, financial information, etc. must not be disclosed to, used by, or discussed with employees or third parties, without specific written approval or until it becomes public.

Confidential information obtained as a result of employment with the Company is not to be used by an employee for the purpose of furthering any private interest, or as a means of making personal gains. Use or disclosure of such information can result in civil or criminal penalties, both for the individuals involved and for the Company.

In order to ensure the internal security of our proprietary and / or confidential information, you must securely lock away all confidential information and files. You must not remove any confidential documents and files from your office without your manager's prior authorization to do so.

Breach of this confidentiality policy may result in immediate termination of employment for cause.

For the sake of clarity, confidential information includes, but is not limited to, the following examples:

- The names of customers, suppliers or independent contractors or prospective customers
- Any information, including but not limited to financial information relating to our customers
- Compensation data
- Financial information
- Marketing strategies
- Pending projects and proposals
- Proprietary production processes
- Personnel/Payroll records
- Conversations between any persons associated with the Company

As a requirement of employment, all Leica employees must review and sign our Nondisclosure and Assignment Agreement as well as our Agreement Regarding Solicitation and Protection of

Propriety Interests/Confidentiality Agreement which outlines the specifics of what information must remain confidential and your commitment to same.

Protecting Leica Information

In an effort to protect and enforce the importance of confidentiality, Leica requires the use of the following two legal documents:

Agreement Regarding Solicitation and Protection of Propriety Interests/Confidentiality Agreement

Due to the importance of intellectual property to our business, every Leica employee has a responsibility to honour our need for confidentiality and protect Leica proprietary information. At the same time, we believe that all employees should have access to all but the most sensitive information. Therefore as a requirement of employment, we require that every Leica employee sign and fully comply with our Agreement Regarding Solicitation and Protection of Propriety Interests/Confidentiality Agreement which outlines the specifics of what information must remain confidential, and your commitment to same.

Nondisclosure and Assignment Agreement

Due to the importance of intellectual property to our business, every Leica employee will be required to review and sign Leica's Nondisclosure and Assignment Agreement.

Should you need to disclose any confidential information to another organization (source), you must ensure that a Non-Disclosure Agreement is prepared, authorized and signed by our President or VP of Human Resources before disclosing this information.

Should you receive a request from another organization (or individual) to sign their Non-Disclosure (Confidentiality) Agreement on behalf of Leica (before they provide us with their confidential information), this request must be forwarded to our President or VP of Human Resources for approval before proceeding.

Under no circumstances, should any Leica employee, except our President or VP of Human Resources, request a signature or agree to sign a Non-Disclosure (or Confidentiality) Agreement. These employees are responsible for reviewing and signing all agreements of this type to ensure the agreements protect Leica while not restricting Leica's future opportunities.

It is each employee's obligation to immediately report any violations of this policy of which they become aware to our President or VP of Human Resources.

In addition we have a responsibility to protect information with respect to disclosure and insider trading. More information on this subject can be found in the www.mydanaher.com website under the tab for Corporate Legal/Securities Policy.

Crisis Communications

A crisis is an event or set of circumstances that may significantly impair the Company's ability to carry out its business plan. Crises threaten the integrity, reputation and/or business viability of the Company and normally bring on adverse or negative media attention.

During a business crisis, the Company is likely to be thrust into the glare of the media spotlight and be closely monitored by the investment community, government officials, customers, employees and suppliers as well as other influential groups. A Crisis Communication Plan is designed to provide advance planning and coordination capability, and to ensure the accurate internal flow of information.

Leica's Executive team will handle potentially volatile situations. The role of the Executive Team is to coordinate, centralize and focus crisis planning communication and control efforts.

Consistent with the foregoing, we would ask all employees to:

- Comply immediately with any instructions or directions that may be issued by email notice or paging system
- Refrain from communicating to external parties themselves
- Refer any contact from external sources to a member of the Executive Team

Health and Safety at Leica

All accidents and injuries must be reported immediately to your **manger and Health and Safety Representative and/or the Health and Safety Committee (where applicable)**, who will, in turn, complete an accident investigation report and contact the head office.

Purpose:

In a continuing effort to maintain a safe environment for you to work in, all persons during the course of their employment with our company must accept safety as a personal responsibility and agree to abide by the Ontario *Occupational Health and Safety Act* ("OHSA") or the Manitoba *Workplace Safety and Health Act* ("WSHA"), as applicable to the province where an employee works.

The objective of the Health Safety Policy is to prevent accidents causing injuries of any nature. To accomplish this, we require every person from our top management to newest employee to understand the regulation of the OHSA or WSHA as applicable, as well as the regulations of our customers when on their premises, and abide by them.

All unsafe conditions must be reported to your manager immediately. They are expected to take immediate action to rectify these unsafe conditions. Your safety is a foremost concern. We are confident we will work together as a team so that everyday is a safe workday.

Policy

1. It is the policy of Leica and a requirement of all its employees to perform all work safely. The complete safety of the work-person, fellow co-workers, the customer, and the public is to be considered of the utmost importance at all times.

Safety Program

2. Accident prevention is everyone's responsibility, and an objective of Leica is to provide, at all times, a safe and healthy work environment. To accomplish this, it is required that every person understands the regulations outlined in the OHSA or WSHA and abides by them. Accidents do not just happen, they are caused. Leica believes that the cause of accidents can be eliminated through understanding responsibility and by respecting and promoting safe work practices.
3. The effectiveness of the safety program is measured by key company indicators such as the number of preventable versus non-preventable accidents, the number of lost time hours due to injuries, and the number of hours worked. Each lost time injury will be reported to the employees.

Responsibility

4. A Health and Safety Representative and/or the Health and Safety Committee shall be appointed where required.
5. It is the responsibility of Leica to provide training, proper equipment and safe working conditions. The Health and Safety Representative and/or the Health and Safety Committee, if applicable, must understand the requirements of the Health and Safety Policy. Managers will ensure injured employees are taken to the hospital and that the light duty policy will be offered to all injured employees. Employees have a responsibility to work safely, using common sense at all times and not to take unnecessary risks. Employees must report ALL injuries (regardless of how small) as soon as they occur.

WHIMIS

6. (Workplace Hazard Materials Information System). Any employee with concerns regarding hazardous material should immediately contact his/her Manager.

Reporting

7. All managers and the Health and Safety Representative and/or Joint Health and Safety Committee, as applicable, will investigate all accidents regardless of how small. These include damages and "close-calls".

Tools & Equipment

8. No unsafe equipment or tools are to be used in any circumstances. All defective and unsafe equipment is to be drawn to the attention of the manager. It is the manager's responsibility to service the machine and have it repaired.

First-Aid Requirements

9. First Aid Kits are adequately stocked and maintained in the following places:

Manitoba: In the server room

Ontario: Next to Leica's customer meeting room

Orderliness

10. Job sites that are clean and tidy are as a result "wise-sites". An increasing number of accidents are a direct result of careless attitude and untidy work areas. Property damage or misconduct resulting in injury may lead to discipline up to and including termination. Failure to comply with the Company Health & Safety policies may also result in job-shut-down by the Ontario and Manitoba Ministries of Labour, respectively.

Other Safety Policies

The following rules, in addition to those set out in the detailed Health and Safety Manuals, must be complied with at Leica in order to ensure the health and safety in the workplace:

- Every person is hereby instructed not to undertake any task which appears to him/her to be unsafe or to undertake any work for which they feel they are not capable of doing
- Ladders present a major hazard. Three principal causes of accidents must be guarded against at all times: climbing or descending improperly, failure to secure ladders at top and bottom and broken or unsafely placed ladders
- Employees are not permitted to stand on racks/platforms other than ladders
- Steel toe shoes and hard hats are required by anyone using machinery in the shipping and receiving area. Anyone using machinery must be fully trained and certified
- Hand washing is mandatory after using washroom facilities, food handling and touching food equipment
- All doors, when not in use, shall be closed, and doors should never be propped open with foreign objects
- All fire exits must be locked at all times obstruction free
- Departments using knives are responsible to ensure when knives are not in use, that they will be cleaned and stored in knife holders
- All machinery must be locked out when cleaning
- Employees must use all guards and or protective equipment

- Eye Protection: Approved eye protection is to be worn by employees exposed to hazards for eye injury
- Only approved cleaning products may be used in Leica, household cleaners are not to be used

A copy of this policy will be posted at Leica's offices and facilities.

Quality Assurance Policy

Integral to Leica's values is quality assurance.

The Company aims to achieve exceptionally high standards with respect to the quality of its products by consistently meeting our defined standards and measuring quality standards based upon our customers' ever-changing needs for precision, reliability and safety.

To assist us with the implementation of quality assurance, Leica business processes in this regard are documented in the Leica Control Procedure Database ("CPD").

Section

2

Respecting Diversity at Leica

<i>Section 2 at a Glance ...</i>

- Equal Opportunity
- Harassment and Discrimination Policy
- Violence Workplace Policy
- Investigation Policy
- Accommodation Policy

Equal Opportunity Policy

The purpose of this policy is to outline Leica's goal of achieving equal opportunity for all employees and candidates for positions, regardless of race, national origin, colour, religion, sex, marital status, physical disability or any other factor unrelated to job performance.

Policy

1. We are committed to creating and maintaining an equal opportunity workplace.
2. It is our policy to make decisions on hiring, promotion, rewards and other human resource issues based on merit. Merit includes a person's qualifications, ability and performance.

All employees at Leica have the right to be free from discrimination at work. The protected grounds of discrimination are:

- race
 - ancestry
 - place of origin
 - colour
 - ethnic origin
 - citizenship
 - creed
 - sex, sexual orientation
 - age
 - marital status, family status
 - disability
 - record of offence (only in Ontario)
 - any other characteristic protected by the applicable human rights legislation
3. To ensure equality of opportunity for all employees, Leica will work with you to accommodate your individual needs.
 4. To reflect our commitment to equal opportunity, all work-related communications must be written in gender-neutral language. Please observe the following guidelines:
 - Do not address correspondence, "Dear Sir", unless the person to whom you are directing the correspondence is a man. Use "Dear Sir or Madam" or directly address the person to whom you are corresponding (i.e., "Dear Ms Smith" or "Dear Mr. Jones")

- Do not identify women by their marital status by addressing them as “Miss” or “Mrs.”, unless they ask you to do so; use “Ms” instead
 - Do not use terms of endearment such as “dear”, “honey”, etc.
 - Do not use “he” with a disclaimer to indicate that even though you are using the male pronoun you intend to include women as well
 - Alternate the word order and phrases so that neither women nor men are always mentioned first
 - Use “he or she”, plural references or repeat the noun (e.g., “the employee should speak to his/her supervisor”)
 - Avoid identifying a woman solely as somebody’s wife (e.g. “Mrs. David Smith”)
5. Please be respectful of any language differences between you and your co-workers. If you are in the company of others who speak different languages, make every effort to ensure that everyone understands and is included in the conversation, even during break times. It can be very lonely and isolating for someone to be in the company of others who are speaking a language that person does not understand.
 6. To achieve equal opportunity and accommodate individual needs, we must take a flexible management approach.
 7. We expect you to do your part in respecting individual differences and achieving equal opportunity.

Harassment and Discrimination Policy

Overview

Leica is committed to providing a work environment that is free of discrimination and unlawful harassment and to complying with its obligations under the Ontario *Human Rights Code*, the Ontario *Occupational Health and Safety Act*, the Manitoba *Human Rights Code* and the Manitoba *Workplace Safety and Health Act* and related regulations (hereinafter, collectively referred to as the “Law”).

Leica promotes a productive and safe work environment and does not tolerate any verbal or physical conduct by an employee which harasses, discriminates against, or interferes with another’s work performance or which creates a humiliating, intimidating, offensive, or hostile environment.

Any member of this workplace that engages in Discrimination, Harassment or Sexual Harassment under the Law or the provisions of this policy, may be subject to disciplinary action proportionate to the incident up to and including dismissal.

Scope

This Policy applies to all employees, independent contractors, subcontracted employees, students, customers, suppliers and visitors.

Definitions

Protected Grounds: means the protected grounds of discrimination and harassment under the Ontario *Human Rights Code* and the Manitoba *Human Rights Code* and apply to employees according to the province in which they are employed.

The prohibited grounds under the Ontario *Human Rights Code* include race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, disability and record of offence.

The prohibited grounds under the Manitoba *Human Rights Code* include ancestry, including colour and perceived race; nationality or national origin; ethnic background or origin; religion or creed, religious belief, religious association or religious activity; age; sex, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy; gender-determined characteristics; sexual orientation; marital or family status; source of income; political belief, political association or political activity; and physical or mental disability or related characteristics or circumstances, including reliance on a dog guide or other animal assistant, a wheelchair, or any other remedial appliance or device.

Workplace: means any place where business or work-related activities are conducted. It includes, but is not limited to the physical work premises, work-related social functions, work assignments outside Leica's offices or facilities, work-related travel and work-related conferences or training sessions.

Discrimination: means any form of unequal treatment based on a Protected Ground, whether imposing extra burdens or denying benefits. It may be intentional or unintentional. It may involve direct actions that are discriminatory on their face, or it may involve rules, practices or procedures that appear neutral, but have the effect of disadvantaging certain groups of people. Discrimination may take obvious forms, or it may occur in very subtle ways. In any case, even if there are many factors affecting a decision or action, if discrimination is one factor, that is a violation of this policy.

Harassment: means a course of comments or actions that are known, or ought reasonably to be known to be unwelcome based on the Protected Grounds. It can involve words or actions that are known or should be known to be offensive, embarrassing, humiliating, degrading, demeaning, or unwelcome. Harassment can occur on any of the Protected Grounds.

Sexual harassment: includes conduct or comments of a sexual nature that the recipient does not welcome or that offend him or her in violation of the Ontario *Human Rights Code* and the Manitoba *Human Rights Code*. It also includes negative or inappropriate conduct or comments that are not necessarily sexual in nature, but which are directed at an individual because of his or her gender in violation of the Ontario *Human Rights Code* and the Manitoba *Human Rights Code*.

Code. Sexual harassment may include unwelcome or intimidating requests with sexual overtones, suggestive tone of voice, leering and other gestures, displaying pictures or other materials of a sexual nature, unwelcome physical contact, unwelcome sexual advances or demands, or unwelcome remarks, taunts, or jokes of a sexual nature about a person's sex, marital status, body, attire, personal relationships, sexual orientation or experience.

Workplace Harassment - The Ontario *Occupational Health and Safety Act* ("OHSA") and the Manitoba *Workplace Safety and Health Act* and related regulations ("WSHA") have their own definition for Workplace Harassment.

If you are an employee working in Ontario, the definition of Workplace Harassment under OHSA applies to you. If you are an employee working in Manitoba, the definition of Workplace Harassment under WSHA applies to you.

1) *OHSA* Workplace Harassment: means engaging in a course of vexatious comment or conduct against a person in a workplace that is known or ought reasonably to be known to be unwelcome in violation of the *OHSA*.

OHSA Workplace Harassment may include but is not limited to:

- Bullying
- Teasing
- Intimidating or offensive jokes or innuendos
- Displaying or circulating offensive pictures or materials

2) *WSHA* Workplace Harassment: means engaging in a course of

(a) objectionable conduct that creates a risk to the health of a worker, or

(b) severe conduct that adversely affects a worker's psychological or physical well-being.

Conduct is considered to be objectionable if it is based on race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, marital status, family status, source of income, political belief, political association, political activity, disability, physical size or weight, age, nationality, ancestry or place of origin.

Conduct is considered to be severe if it could reasonably cause a worker to be humiliated or intimidated and is repeated, or in the case of a single occurrence, has a lasting, harmful effect on a worker.

The objectionable or severe conduct, as noted above, includes a written or verbal comment, a physical act, gesture or display, or any combination of these.

Note reasonable, day-to-day actions taken by a manager or supervisor that help manage, guide or direct employees or the workplace is not *OHSA* or *WSHA* Workplace Harassment, nor

is appropriate employee performance reviews, counseling or discipline by a manager or supervisor.

Responsibilities

Employees:

All employees are responsible for preventing and reporting acts of Harassment, Sexual Harassment, Discrimination or *OHSA* or *WSHA* Workplace Harassment in the workplace. Employees must immediately report to a manager or supervisor any incident where an employee is subjected to, witnesses, or has knowledge of Discrimination, Harassment, Sexual Harassment or *OHSA* or *WSHA* Workplace Harassment. Employees must not engage in harassing, discriminatory, threatening, intimidating or disruptive behaviours. Employees are expected to co-operate with the police, Company investigators or other authorities as required during any investigation.

Managers or Supervisors:

Managers and Supervisors have the additional responsibility to act immediately on observations or allegations of Discrimination, Harassment, Sexual Harassment or *OHSA* or *WSHA* Workplace Harassment. Managers and Supervisors are responsible for creating and maintaining a harassment and discrimination free organization and should address potential problems before they become serious.

Reporting and Complaint Procedure

The following steps are to be followed:

1. Employees are required to report any acts or threats of Discrimination, Harassment, Sexual Harassment or *OHSA* or *WSHA* Workplace Harassment in the workplace to a Manager or Human Resources.
2. Leica will assess any immediate risks of Discrimination, Harassment, Sexual Harassment or *OHSA* or *WSHA* Workplace Harassment in the workplace and may take action to minimize those risks and to protect the safety of employees. The police may be called depending upon the circumstances.
3. Leica will investigate any reports of threats, attempts of or incidents of Discrimination, Harassment, Sexual Harassment or *OHSA* or *WSHA* Workplace Harassment in the workplace in accordance with the Investigation Policy.
4. Any employee who is the potential cause of a threat, risk, or cause of, Discrimination, Harassment, Sexual Harassment or *OHSA* or *WSHA* Workplace Harassment may be placed on a paid leave of absence by Leica pending the outcome of an investigation.
5. If the foregoing reporting and complaint procedure route does not succeed or is not appropriate, Leica supports its employees in filing a formal complaint with the following, where appropriate:
 - The Ontario Human Rights Tribunal
 - The Ontario Ministry of Labour: Health and Safety Division

- The Manitoba Human Rights Commission
- The Manitoba Ministry of Labour and Immigration: Workplace Safety and Health Division

Discipline

A breach of the Harassment and Discrimination Policy is a serious offence. If there has been a breach of this Policy, Leica shall determine the appropriate consequences for person(s) who have been found to have violated the Policy including but not limited to:

- An apology
- Counseling
- Education and training
- Verbal or written reprimand
- Suspension with pay
- Suspension without pay
- Transfer
- Termination of employment
- Legal action

Protection from Retaliation

Leica will not tolerate retaliation, taunts or threats against anyone who reports or complains about a breach of the Harassment and Discrimination Policy or takes part in an investigation. Discipline or termination may result for such behaviour.

Confidentiality

Leica will not disclose the name of a complainant or an alleged harasser or the circumstances related to the complaint to any person except where disclosure is:

- necessary to investigate the complaint or take corrective action with respect to the complaint
- required by law

Education and Training

All employees will receive education and training on this Policy and Leica will provide these education and training sessions. Employees will learn how to recognize situations involving Discrimination, Harassment, Sexual Harassment or *OHS*A or *WSHA* Workplace Harassment and the procedures for minimizing or eliminating risk. Employees will also learn the appropriate procedures and responses for threats of or incidents of Discrimination, Harassment, Sexual Harassment or *OHS*A or *WSHA* Workplace Harassment.

The provisions of this Policy in no way affect the right of any person to exercise his or her rights under the Law within the time-limits specified by those pieces of legislation under the Law.

Posting

A copy of this Policy will be posted at Leica's front entrance.

Attachments:

Harassment and Discrimination Complaint Form

Violence Workplace Policy

Policy

Leica is committed to providing and maintaining a safe working environment and to complying with its obligations under the Ontario *Occupational Health and Safety Act* and the Manitoba *Workplace Safety and Health Act* and related regulations. Leica does not tolerate Workplace Violence, Domestic Workplace Violence or unacceptable behaviour in the workplace perpetrated by or against employees, customers, clients, vendors or other third parties. Leica will take all reasonable and practical measures to prevent Workplace Violence.

Scope

This Policy applies to all employees, independent contractors, subcontracted employees, students, customers, suppliers and visitors. Any member of this Workplace that subjects any other member, customer, supplier or visitor to Workplace Violence or engages in Domestic Workplace Violence or violates this Policy, may be subject to disciplinary action proportionate to the incident in question, up to and including dismissal for just cause.

The Harassment and Discrimination Policy should be consulted regarding issues of Workplace Harassment under the Ontario *Occupational Health and Safety Act* ("OHSA") and the Manitoba *Workplace Safety and Health Act* ("WSHA") and related regulations as well as Harassment and Discrimination in accordance with the *Ontario Human Rights Code* and the *Manitoba Human Rights Code*.

Definitions

Workplace: means any place where business or work-related activities are conducted. It includes, but is not limited to the physical work premises, work-related social functions, work assignments outside Leica's offices or facilities, work-related travel and work-related conferences or training sessions.

Workplace Violence: means:

- (a) the exercise of physical force by a person against another person in the workplace that causes or could cause physical injury;
- (b) an attempt to exercise physical force against a person in the workplace that could cause physical injury to the person; or

- (c) a statement or behaviour that it is reasonable for a person to interpret as a threat to exercise physical force against the person in the workplace that could cause physical injury to the person.

Workplace Violence includes but is not limited to:

1. Physical acts (e.g., hitting, shoving, pushing, kicking, sexual assault).
2. Psychological Workplace Violence such as bullying, teasing, ridicule or any other act or words that could psychologically hurt or isolate a person in the workplace.
3. Any threat, behaviour or action which is interpreted to carry the potential to harm or endanger the safety of others, result in an act of aggression, or destroy or damage property.

Domestic Workplace Violence: means physical injury or the threat of physical injury within an intimate relationship that occurs within or outside the workplace and that may impact on the safety of any employee in the workplace.

Responsibilities

Employees

All employees are expected to comply with the provisions of the OHSA and WSHA and related regulations, as applicable. All employees are responsible for preventing and reporting acts of Workplace Violence and Domestic Workplace Violence that threaten or perceive to threaten a safe work environment. Employees must immediately report to a supervisor or manager any incident where an employee is subjected to, witnesses, has knowledge of Workplace Violence or Domestic Workplace Violence, or has reason to believe these will occur. This includes issues in the employee's non-work life that may impact on the employee's or his or her co-worker's safety in the workplace. Employees must not engage in violent, threatening, intimidating or disruptive behaviours. Employees are expected to co-operate with the police, Company investigators or other authorities as required during any investigation related to this Policy.

Managers and Supervisors

Managers and supervisors are expected to comply with the provisions of the OHSA and WSHA and related regulations, as applicable, and are responsible for creating and maintaining a safe work environment and should address potential problems before they become serious. They are responsible for assessing the risk of Workplace Violence to employees, minimizing those risks where necessary or reasonably possible and informing any affected employee of such risk or potential risk.

Managers and supervisors are to:

4. Perform their duties and responsibilities under the OHSA and WSHA and related regulations;

5. Recognize the potential for Workplace Violence and potential for Domestic Workplace Violence;
6. Follow the procedures and policies developed to minimize risk;
7. Respond promptly to all reports of Workplace Violence and Domestic Workplace Violence;
8. Ensure that all known incidents of Workplace Violence and Domestic Workplace Violence are investigated;
9. Report and document such incidents;
10. Take reasonable and practical measures to protect employees from Workplace Violence and from Domestic Workplace Violence; and
11. Participate in reviews to reduce workplace hazards.

Managers or supervisors are responsible for ensuring proper medical care is provided for anyone involved in an incident and for securing the safety of employees, before investigating the incident or taking reports. They are expected to co-operate with the police, Company investigators or other authorities as required during any investigation related to Workplace Violence or Domestic Workplace Violence.

Managers or Human Resources will be responsible for tracking and reporting risks and incidents of violence to the Joint Health and Safety Committee or the health and safety representative and to Management.

Leica will designate a Workplace Coordinator with respect to workplace violence and harassment. Please contact Human Resources in this regard.

Disclosure of History of Violence

Leica has a duty under the OHSA and WSHA and related regulations to disclose information about a risk of violence in the workplace to its employees. This includes the disclosure of personal information about a person with a history of violent behaviour to those employees who:

- (a) can be expected to encounter this person in their work; or
- (b) to those employees who are likely to be exposed to physical injury due to the risk of workplace violence.

Leica will only disclose the personal information that is reasonably necessary to protect those employees that would fall under (a) or (b) from physical injury.

Reporting and Complaint Procedure

The following steps are to be followed

1. Employees are required to immediately report any threats, attempts of or incidence of Workplace Violence or Domestic Workplace Violence to a Manager or Supervisor. Employees have the right to contact the Joint Health and Safety Committee and/or a health and safety representative. In accordance with the provisions of the OHSA and WSHA and related regulations, an employee may refuse to work or do particular work where he or she has reason to believe that Workplace Violence is likely to endanger him or herself. Upon refusing to work or do particular work the employee is to remain in a safe place that is as near as reasonably possible to his or her work station and available to Leica for purposes of the investigation as prescribed by the OHSA and WSHA and related regulations.
2. In the event of any injury to an employee as a result of Workplace Violence or Domestic Workplace Violence in the workplace, Leica will assess the injury(ies), may administer first aid and call an ambulance and/or the Ministry of Labour depending on the seriousness of the injury(ies) or as may be required by law.
3. Leica will assess any immediate risks of Workplace Violence or Domestic Workplace Violence and take action to minimize those risks and to protect the safety of employees. The police and/or the Ministry of Labour may be called in the event of a serious risk of Workplace Violence or Domestic Workplace Violence.
4. Leica will investigate any reports of threats, attempts of or incidents of Workplace Violence, or Domestic Workplace Violence in the workplace in accordance with the Investigation Policy.
5. Any employee that is the potential cause of a threat, risk, or cause of actual Workplace Violence or Domestic Workplace Violence, may be placed on a paid leave of absence by Leica pending the outcome of an investigation.

Emergency Assistance and Safety Measures

If there is, or is likely to be, a violent incident, contact emergency services where appropriate.

Telephones are located throughout the workplace. Familiarize yourself with the locations of the telephones.

If you require immediate assistance, contact the following (as appropriate):

Ontario: Emergency Assistance #3333 (within the facility) or security guard services at 1-905-660-9005

Manitoba: The Supervisor of Customer Service: 1-800-665-7425, ext 221

Or,

Ontario and Manitoba: Emergency Services: 9-1-1

Safety Measures

Leica endeavours to ensure the safety of all employees. To that end, all employees are asked to take the following measures:

- Remove yourself from immediate danger
- Follow all Company safety rules relating to health and safety, computer use, privacy and human resources policies
- Follow any applicable sign-in procedure and let your co-workers know of your whereabouts
- Inform a co-worker or your supervisor if you will be working late and alone in the workplace
- Inform a co-worker or your supervisor if you will be attending an unfamiliar workplace
- If you see an unaccompanied stranger or suspicious person in the workplace, notify your manager immediately
- If you notice any safety risks in the workplace, such as a broken telephone or unlit areas, advise your manager immediately
- Familiarize yourself with the location of all exits
- Use common sense. Be alert to your surroundings

Discipline

A breach of the Violence in the Workplace Policy is a serious offence. If there has been a breach this Policy, Leica shall determine the appropriate consequences for person(s) who have been found to have violated the Policy including but not limited to:

- An apology
- Counseling
- Education and training
- Verbal or written reprimand
- Suspension with pay
- Suspension without pay
- Transfer
- Termination of employment
- Legal action

Protection from Retaliation

Leica will not tolerate retaliation, taunts or threats against anyone who reports or complains about a breach of the Violence in the Workplace Policy or takes part in an investigation. Discipline or termination may result for such behaviour.

Education and Training

All employees will receive education and training on this Policy and Leica will provide these education and training sessions. Employees will learn how to recognize potentially violent situations and the procedures for minimizing or eliminating risk. Employees will also learn the appropriate procedures and responses for threats of or incidents of Workplace Violence or Domestic Workplace Violence.

Risk Assessment

Leica will conduct evaluations to determine whether a risk of Workplace Violence exists in the workplace due to the nature of the work and/or the work environment.

A Risk Assessment will include:

- Reviewing past incidents, accidents or other reports made of incidents of Workplace Violence
- Reviewing health and safety inspection reports
- Identifying factors at the workplace that may contribute to a risk of Workplace Violence
- Reviewing history of Workplace Violence at similar workplaces
- Reviewing workplace practices and procedures
- Discussing with employees if they have concerns about work practices and potential Workplace Violence risks

Managers, supervisors, employees and the Joint Health and Safety Committee or a health and safety representative will be involved in the Risk Assessment process.

A written report of the results of the Risk Assessment shall be provided to the parties involved in the Risk Assessment process as well as to employees. Once the results have been analyzed, recommendations as well as actions will be taken to reduce and/or remove as many risks as is reasonably possible. Specific written policies and procedures will be developed to respond to any identified risks.

A Risk Assessment shall be conducted at least annually. Additional Risk Assessments may also be conducted in any circumstances where Leica considers it appropriate.

Posting

A copy of this Policy shall be posted at Leica's front entrance.

Attachments

- i) Violence Complaint Form
- ii) Violence Incident Report Form

Investigation Policy

Policy

Upon receiving a verbal or written report or complaint from an employee regarding any violations of the Violence in the Workplace Policy or the Harassment and Discrimination Policy, Leica shall investigate the report or complaint if it is necessary and appropriate to do so.

Leica will need as much information as possible, including the nature of the behaviour, dates, times, witnesses (if any), and any actions taken by an employee. It is important that Leica receives the report or complaint as soon as possible so that the problem does not escalate or happen again. The accused person and his/her rights must also be protected. He/she will be provided with the chance to explain themselves.

Leica may choose to use either an internal or external investigator, and in the case of Workplace Violence, will involve the Joint Health and Safety Committee or a health and safety representative and/or the Ministry of Labour as may be required by the Ontario *Occupational Health and Safety Act* (“OHSA”) or the Manitoba *Workplace Safety and Health Act* (“WSHA”) and related regulations depending on the nature of the complaint.

The investigation will include:

- Interviewing the employee(s) that may have been involved in the situation and ascertaining all of the facts and circumstances, including dates and locations
- Interviewing witnesses, if any
- Examining the workplace and/or property for damage
- Reviewing any related documentation
- Making detailed notes of the investigation and maintaining them in a confidential file
- Any other requirements that may be stipulated by the provisions of the *OHSA* and *WSHA* and related regulations

Once the investigation is complete, the investigator(s) will prepare a detailed report of the findings to management. Leica will communicate the findings of the investigation to any employee who was directly affected or any employee who allegations of a breach of the Violence in the Workplace Policy or the Harassment and Discrimination Policy were made against. It is the goal at Leica to complete any investigation and communicate the results to the affected persons within thirty (30) days after receiving a report or complaint, where possible.

Confidentiality

All complaints and investigations will be handled in a confidential manner. Leica will only disclose information where necessary to enforce this Policy or where it is required by law.

Accommodation Policy

Purpose

We recognize that there may be times when employees will have special needs that require accommodation. This policy provides guidelines on how we will handle accommodation requests.

Policy

1. To ensure equality of opportunity for all employees, Leica will work with you to accommodate your individual needs.
2. While these needs will vary depending on the circumstances, some of the measures we may offer include:
 - assistance through the Employee Assistance Program (for more information about this program see shepell.fgi or call 1-800-387-4765)
 - alternative work arrangements such as flextime, compressed work weeks and telecommuting
 - accommodating persons with disabilities in a manner that respects their dignity and helps maximize their contribution
3. There may be times when we will require written information from you regarding your needs, including any restrictions or limitations you may have.
4. You are expected to take responsibility for your own accommodation needs and to work with us to explore possible solutions.
5. There may be times when we will need to obtain an expert opinion to assess your accommodation requirements, such as having you attend an independent medical examination. We expect you to cooperate in this process.
6. We will select the accommodation method that is least disruptive to our business and balances the needs of all employees.
7. Once an accommodation plan has been implemented, we expect you to meet any agreed upon performance and job standards.
8. We expect you to continue to work with us on an ongoing basis to evaluate the accommodation plan and determine whether it is still required.

Section

3

Your Employment Relationship with Leica

Section 3 at a Glance.....

- Orientation Program at Leica
Introduction to Leica Environment
- Probationary Period
- Managing Your Career at Leica
- Performance Management
Performance Coaching and Evaluation
- Leica's Compensation Program
- Group Retirement Program
- Benefits Plan Summary
- Benefits During a Leave of Absence

Orientation

Leica recognizes that transitioning into a new position and company is one of the most stressful life experiences we can go through and we want to minimize that as much as possible. Therefore, Leica has an employee orientation program that is designed to give you the information you need to make your transition successful.

During your first two days at Leica, you will participate in an introduction to the Leica environment. The first part of this session consists of information about Leica, its history and its special culture. In addition you will learn about Leica's mission and values, and the way we work at Leica, including our benefits and compensation systems and other topics that you will need to know to find your way.

The second part of this session involves tours of Leica's facilities, where applicable, as well as learning about key aspects of Leica's business model that will be instrumental to your success with the Company. For instance, you will learn about Danaher's business tools, Leica's customer service, and the Company's regulatory affairs and quality assurance.

There will be a lot of information packed into these sessions, so it is important that you come prepared to take notes and ask questions. Remember, the only "silly" question is the one that is not asked.

Also remember, your opportunity to ask questions does not end with your orientation training. Leica encourages and fosters an environment of continuous learning. If at anytime you have a question or need more information, it is important that you feel free to ask any member of the Leica leadership team or your fellow employees. In addition, information about Leica's two-day orientation program will be provided to you in a thumb drive.

Probationary Period

The success of any business depends largely upon its employees. Therefore, all new employees will be subject to a 90-calendar day probationary period, commencing on each new employees' first day of employment with Leica. A longer probationary period may be applied to specific roles on an as needed basis. The probationary period provides new employees time to become acquainted with Leica's policies and procedures, as well as with their respective duties and responsibilities as an employee. It will also give new employees the opportunity to demonstrate whether they are, or are not, suitable for ongoing employment with Leica, generally or in a specific position.

Leica will, therefore, closely monitor a new employee's work performance, attendance, attitude and behaviour during his/her probationary period. If, at any time during the probationary period, Leica determines (at its sole discretion) that an employee is not meeting the required standards of appropriate workplace performance, attendance, attitude and/or behaviour, then the employee's employment may be immediately terminated by Leica without notice or pay in

lieu of notice or upon providing that employee with the minimum amount of notice (or pay in lieu of notice), if any, required by Ontario's *Employment Standards Act* or Manitoba's *Employment Standards Code*, as applicable.

If, by the end of a new employee's probationary period, Leica feels unable to determine whether that employee is or is not suitable for ongoing employment with Leica, Leica may extend that employee's probationary period at its sole discretion. The probationary period may also be extended or contracted by Leica in its sole discretion, for any other reason, if Leica determines that such extension or contraction is desirable or appropriate.

For greater certainty, **successful completion of the probationary period does not guarantee employment with Leica for any specified period of time.** The right to terminate the employment relationship at any time is retained by both the employee and Leica.

Managing Your Career

As a Leica employee, you have the primary responsibility for managing your own career. There are numerous opportunities within the Leica community to learn new things and develop your skills and abilities. We encourage you to seek out the opportunities and utilize the Performance Management process and discuss your career interests with your manager.

While you are ultimately responsible for your own career, Leica will support you by providing professional development and career information. Leica will work to provide the appropriate rewards and/or opportunities to employees committed to the organization and who consistently perform to, or above, expectations.

Please discuss your interest in a specific role or responsibility within your department with your manager. If you are interested in a position within another functional area, you should talk to your manager, a member of the Human Resources Team and the manager of that functional area to find out more about the role and the skills and/or knowledge requirements for that position. Job-shadowing and participation in cross-functional work teams are alternative methods for you to learn about other departments/roles within Leica and we encourage you to investigate these options as well. Generally speaking, employees are expected to remain in their current position for one year before applying for a new position.

Career Opportunities Guidelines

Leica welcomes the opportunity to expand the knowledge base of employees and offer greater job satisfaction through internal transfers or promotions.

When a position becomes available within Leica, a description of the available position will generally be posted internally (bulletin boards) for five (5) working days, with instructions for interested employees to respond in writing by the date indicated on the posting. In some cases, an external search may take place concurrently. In some exceptional cases, an appointment may be made to a position instead of using the internal posting process. Decisions

of this nature are based on management's discretion and are always made following discussion with Human Resources.

Generally speaking, employees are expected to remain in their current position for one (1) year before applying for a new position. This offers a balance between career growth opportunities and an organizational need to have productive, knowledgeable staff. Occasionally an employee, due to his/her involvement in a 'mission critical project', may also be required to finish his/her assignment before receiving consideration for a new position.

To ensure open communication throughout the process, it is important that employees discuss their interest in the posted position with their manager. Potential candidates will be asked to participate in an interview with the Hiring Manager or their designate and/or a member of the Human Resources team.

Should you be offered a new position, a transition period will be agreed upon between you, your current manager and your new manager. This period normally ranges from 2 weeks to 3 months, depending on the length of time needed to ensure proper succession planning, training a replacement, and the work required to be performed during the transition period.

As a manager, should you be interested in hiring an employee from another department for a posted position, you are expected to first discuss your interest with the employee's current manager.

Performance Management

Accountability for Performance

Critical to the success of Leica is the ability of all Leica employees to work together toward the achievement of our purpose and mission. And, to ensure that we are taking the right path along the way, we need to regularly and consistently measure our progress against our goals and objectives.

On an annual basis, we will establish specific business objectives deemed critical to Leica's success during the coming 12 months. These objectives will change from year to year in response to, or anticipation of, market conditions/competition and our internal business process requirements.

Annual business objectives will be communicated to all employees, to facilitate a cascading effect of objective-setting by department and then by individual employee and position. On an ongoing basis throughout the year, we will then measure our progress against our Company, department and individual performance objectives, and develop action plans to address new challenges and opportunities as they arise throughout the year.

To ensure our future success, we require the commitment of all employees to:

- Help establish departmental and employee objectives
- Measure those objectives
- Achieve our business objectives

Our role as a Company is to support you, in whatever way possible, in ensuring you deliver what is expected of you. As such, we will ensure that the tools for measurement and meaningful action plans are in place to allow us to deliver on our objectives. This will be driven through the development of annual Company business objectives, team objectives and personal performance objectives as outlined in the mydanaher Career Portal.

Performance Coaching and Evaluation

Your individual performance is critical to the achievement of your department's goals, which in turn directly impacts the overall performance of the Company. To ensure that employee performance is appropriately supported and measured, the following process for performance coaching and evaluation is an integral part of performance management at Leica.

Performance Management is an ongoing process for enhancing job performance and results. It involves the manager and the employee in an annual cycle of three interrelated activities:

1. Planning Performance

This is the process of identifying key annual objectives and measures for those objectives. The Career Portal, found in mydanaher.com, is the tool where you outline the 4-8 objectives for which you are accountable (as agreed upon between you and your manager), and the measures by which those deliverables will be assessed.

2. Managing Performance

This is the day-to-day process whereby the manager and the employee share responsibility for managing and monitoring the employee's progress against objectives. The manager provides ongoing feedback, coaching and reinforcement as appropriate, and conducts periodic reviews of progress being made. The majority of the responsibility for performance, however, falls upon each of us as employees. Our responsibilities are outlined below:

- Creating and executing development action plans
- Pursuing training & work assignments to meet our developmental needs
- Being accountable for daily performance & behaviours
- Keeping our own manager apprised of our accomplishments
- Sharing feedback, as we receive it, with our own manager
- Initiating performance discussions with our manager
- Keeping a record of the results that we've achieved

3. *Assessing Performance*

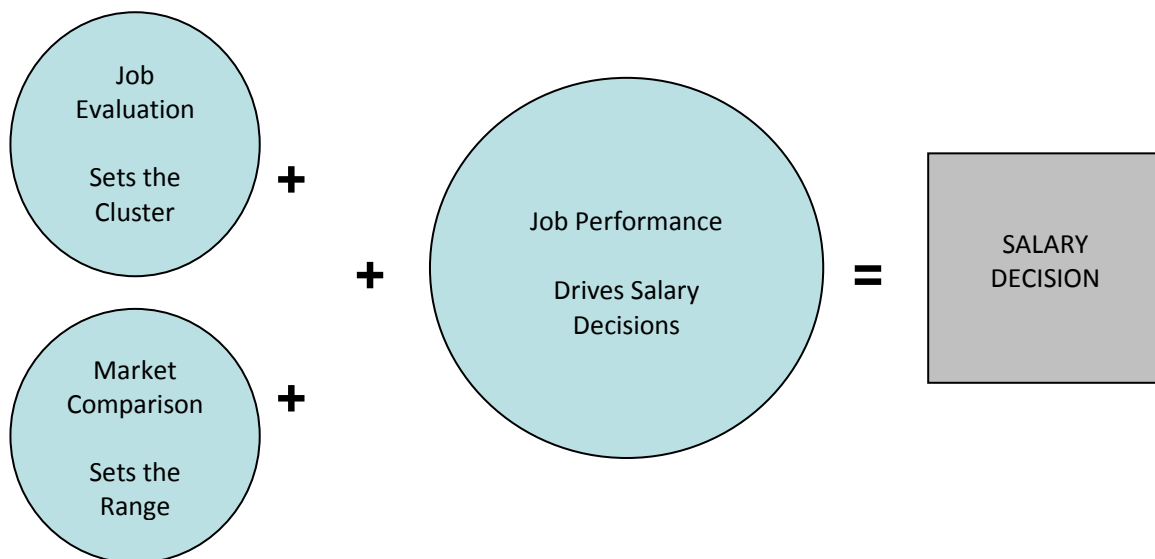
Once per year, Leica employees complete a formal performance appraisal process. There are a number of steps that make up this process which are clearly outlined in the Career Portal found in mydanaher.com. Please take the time to become familiar with these steps well in advance of your annual performance appraisal:

In the event of performance development gaps or performance management issues, your manager will work with you on a Performance Improvement Plan (PIP).

Leica's Compensation Program

Principle

Leica uses the principle of “pay for performance” as our compensation model. In order to reinforce this pay for performance philosophy, your job performance has a key role in determining your salary going forward.



Components of Leica Pay for Performance Salary Decision

1. Job Performance, determines your compensation level relative to others in similar jobs with similar qualifications.

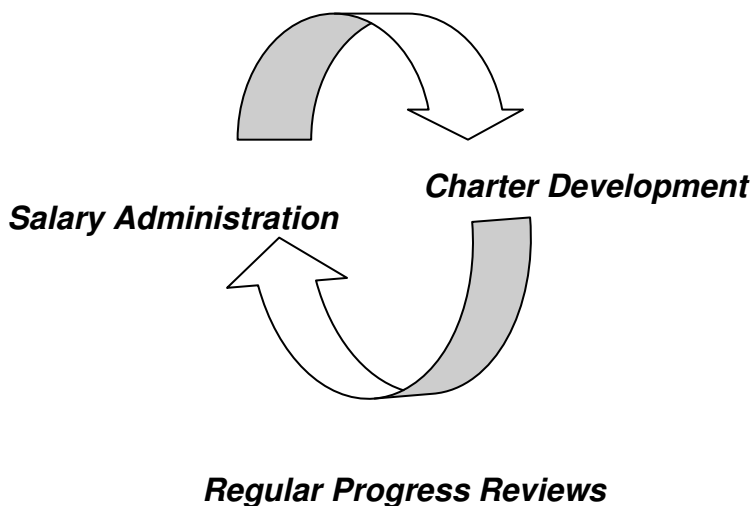
Note: market comparisons are the major factor in determining compensation rates. Individual performance determines if a person is at a high end or a low end of a market range.

2. Job Evaluation – Leica’s Job Evaluation system groups’ positions within our organization into clusters of like roles, technical ability and level of innovation and accountability.

3. Market comparison – Leica participates in, and reviews several surveys to ensure that our employees are paid fairly relative to similar positions within similar organizations. (Market data is affected by many factors and therefore can be used as a guide only).

Ongoing Evaluation

Pay decisions related to performance are not isolated decisions made once per year but rather are made and delivered as one of a series of events that focus on measuring and motivating improved performance.



The objective of Leica’s compensation strategy is always to ensure that the Company is able to attract strong talent and fairly compensate employees for the work they do and the quality of their performance. Leica’s market competitiveness is regularly reviewed to identify areas requiring alignment. As appropriate, compensation structures will be modified to maintain alignment with changing market factors and business strategies.

At Leica, we provide you with a total compensation package that ensures you are fairly and equitably rewarded for your efforts, skills, knowledge and abilities. This package currently includes base salary, variable pay, health & dental benefits, and participation a registered pension plan and a registered retirement savings plan.

Upon completion of the Leica business year, your salary will be reviewed on an annual basis. Salary increases will be calculated based on achievements against your annual performance assessment. Together, your manager and you will discuss your year’s performance results. Your manager will then recommend any change in salary based on performance, with consideration given to the internal and external equity of your compensation within Leica.

If you and your manager do an effective job of clarifying your deliverables and documenting your actual performance against those same deliverables, the effective administration of pay is greatly enhanced.

Group Retirement Program

Employees who have completed 12 months of continuous service are eligible to participate in Leica's registered pension plan ("RPP") and registered retirement savings plan ("RRSP"). The RPP is compulsory while the RRSP is voluntary. Employees may also make additional contributions to the RPP. Participation in the RRSP and the voluntary contribution component of the RPP will only become effective once the required documents have been completed by the employee and processed by Leica.

Employees should refer to The Group Retirement Program Summary for the Employees of Danaher Corporation for a summary of the RPP and RRSP. Employees can contact the Human Resources Department to obtain the complete plan details.

Information on the RPP and RRSP during a leave of absence is located in the Benefits during a Leave of Absence Policy in this Handbook.

Benefits Plan Summary

As part of your total compensation package as a regular full-time Leica employee, you and your dependents may enroll in the employee benefit program, subject to and in accordance with the terms and conditions of each applicable benefit plan. Details of the benefits plans are contained in the group benefits booklet.

Leica offers the following benefits which include but are not limited to:

- Health and Dental Insurance Benefit
- Short and Long Term Disability Insurance Benefit
- Accidental Death and Disbursement Insurance
- Long Term Care
- Group Legal Services
- Life Insurance

Most of the costs of these benefits are paid by Leica. The only deduction you will see from your pay will be the premium for long-term disability (LTD). You must pay for the full amount of your LTD premium in order for the benefit to be non-taxable should you ever require this benefit.

Please note a taxable benefit is not a deduction; it is considered additional income for tax purposes, and needs to be shown on the T4. This way Life Insurance is non-taxable in the hands of your estate should the policy be paid out.

Where such plans are underwritten by an outside third party insurance carrier and the Company has assumed the premium cost (or a portion thereof) any dispute regarding entitlement to benefits constitutes a dispute exclusively between the insurance carrier and the employee.

Leica reserves the right to make changes to (including discontinuation of) its benefit plans from time to time, at its sole discretion, without notice or compensation in lieu of notice to you. However, Leica will make every effort to provide you with notice of such changes whenever possible.

Any questions relating to your benefits and entitlements thereof, please contact Human Resources.

Benefits During a Leave of Absence

Leica will continue an employee's benefits coverage and participation in the RPP during the statutory leaves of absence recognized by the Ontario *Employment Standards Act* (the "ESA") and the Manitoba *Employment Standards Code* ("ESC") including emergency leave, pregnancy leave, parental leave, family medical leave, compassionate care leave, and/or family responsibility leave, as applicable. Leica will also continue an employee's benefits coverage and participation in the RPP during the leaves of absence recognized in this Handbook. Participation in the RRSP is voluntary and can be continued during a leave of absence in accordance with the terms of this policy at the option of the employee.

Eligibility for continued coverage during any leave of absence is governed by the terms and conditions of the applicable plan or contract and by company policies. Employees should review Leica's policies, the employee benefit booklet, the group insurance benefit contract and the RPP and RRSP contract or plan and should contact the insurer and/or the RPP and RRSP provider directly to verify their eligibility for continued coverage as well as the limitations, if any, for benefits continuation and participating in the RPP and RRSP during a leave of absence.

Leica reserves the right to cease an employee's participation in the benefits plan, RPP or RRSP by providing 30 days of prior written notice to the employee if the following conditions are met:

- i) the employee's participation in the benefits plan, RPP or RRSP has not otherwise already ceased; and
- ii) the duration of such leave of absence exceeds twelve (12) months from the date it commenced, subject to applicable statutory requirements.

Such cessation of an employee's benefits, RPP or RRSP will not be considered to be an act of termination of the employee's employment.

It is an employee's responsibility to continue to pay his/her portion of the long-term disability premium while they are on any leave of absence which exceeds or which is anticipated to exceed 15 days. In this regard, the employee must make arrangements with Human Resources

before his/her leave commences to pre-pay the expected costs required to maintain such long-term disability coverage during his/her leave. This can be arranged by having Leica deduct this amount from his/her final paycheque prior to the leave of absence or by providing Leica with post-dated cheques. Where an employee cannot make such arrangements in advance of commencing the leave of absence, arrangements must be made within 30 days of the date that the leave of absence commences.

An employee's failure to provide payment for his/her portion of the long-term disability premiums to cover any leave of absence period or part of a leave of absence period will result in the following:

- a) if the failure arises prior to or during a leave of absence in accordance with the ESA, the ESC, under the Ontario *Workplace Safety and Insurance Act* ("WSIA") or under the Manitoba *Workers Compensation Act* ("WCA"), Leica will be entitled to treat the employee's breach as a breach of contract. In such event, Leica may elect to pay the long-term disability premiums on the employee's behalf. If the employee returns to work after the expiry of the leave of absence, Leica will deduct the total amount paid on behalf of the employee from any amounts owed by Leica to the employee, including but not limited to wages, bonuses, and commissions. If the employee does not return to work, Leica will deduct the total amount of premiums paid on the employee's behalf from any past or future amounts owed to the employee by Leica (including but not limited to wages, vacation, termination and/or severance payments) and/or may pursue any other legal remedies available to it to obtain repayment of the premiums paid on the employee's behalf.
- b) if the failure arises prior to or during a leave of absence other than a leave of absence under the ESA, ESC, WSIA or the WCA, Leica may at its sole discretion, proceed as per paragraph (a) immediately above, and/or, it may terminate the employee's participation in the long-term disability plan by providing the employee with 30 days advance written notice of such termination of participation. Such cessation of benefits will not be considered to be an act of termination of the employee's employment.

For the RPP and RRSP, employees can make contributions to both plans. These contributions are voluntary and at the option of the employee. An employee must make arrangements with Human Resources before his/her leave commences to pre-pay the expected costs for the RPP and/or RRSP contributions during his/her leave. This can be arranged by having Leica deduct this amount from his/her final paycheque prior to the leave of absence or by providing Leica with post-dated cheques. Where an employee cannot make such arrangements in advance of commencing the leave of absence, arrangements must be made within 30 days of the date that the leave of absence commences.

Benefits and Termination of Employment

In the event an employee's employment is terminated without just cause, Leica will continue an employee's participation in the benefits plan (including but not limited to any short-term and/or long-term and life insurance benefit plans) and RPP, subject to the terms of the

applicable plans, for only the minimum period of termination notice required by the ESA or the ESC, as applicable, and participation will thereafter cease.

In the event of just cause, an employee's benefits coverage will be terminated immediately. If an employee resigns, the benefits coverage will terminate as of the employee's last day of work.

Section

4

When You're at Work and When You're Not at Work

<i>Section 4 at a Glance.....</i>
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- Hours of Operation
- Overtime
- Travel Time
- Attendance and Absenteeism
- Casual Sick Time
- Short Term Disability Policy
- Company Holidays
- Bereavement Leave
- Court Leave
- Vacation Policy
- Pregnancy and Parental Leave
- Long Term Disability Policy
- Emergency Leave and Emergency Leave Management
- Family Medical Leave
- Compassionate Care Leave
- Family Responsibility Leave
- Religious Holidays
- Personal Leave
- Inclement Weather

When You're at Work

Hours of Operation

Leica's facilities are open for business Monday to Friday 8:00 am – 5:00 pm. Some business areas may require alternative hours to accommodate customer and departmental needs.

Regular Full time employees:

Ontario: Regular full time employees are expected to work thirty-seven point five (37.5) hours per week.

Manitoba: Regular full time employees are expected to work forty (40) hours per week.

Regular Part time employees:

Ontario and Manitoba: Regular part time employees are expected to work a minimum of twenty (20) hours per week.

An employee's hours of work are subject to change at the discretion of Leica.

As Leica's hours of operation are from 8:00 a.m. to 5:00 p.m., Monday through Friday, this start and finish time represents a daily nine (9) hour period. Accordingly, there is some flexibility for employees in scheduling their work day. Schedules are determined by your manager.

Employees in non-eligible jobs based on the Who Qualifies Policy may be required to work hours in excess of the number of hours of work per week as set out in this Policy.

We will actively support flexible working arrangements where it is reasonable and practical to do so and where customer needs will not be adversely affected. Flexible work arrangements include reduced work hours, periodic work from home with days being pre-planned, not a frequent pattern and approved at the discretion of your manager. Flexible work arrangements do not include a compressed work week where an employee works full-time hours in a time frame shorter than 5 days in a regular work week.

Office hours may vary from time to time due to business requirements. Please note that Leica will attempt to provide advance notice regarding any change in hours of work - both on an operational basis as well as with regards to the total amount of working hours per week for regular full time and regular part time employees but reserves the right to make such changes without any advance notice.

Meal / Rest Periods

Leica employees are entitled to a ½ hour lunch break and two (2) fifteen minute rest breaks (one to be taken in the morning and one to be taken in the afternoon). Meal and rest breaks are unpaid.

You may be subject to discipline for taking unauthorized or extended breaks.

If, however, an employee's manager requires him/her to work or be available for work during the meal or rest period, an alternate unpaid meal or rest period will be provided in accordance with legislative parameters, as applicable.

The meal or rest period may not be scheduled at the end of the day to shorten the workday.

In Ontario, the time that an employee spends on a lunch break is not included in the calculation of hours worked. In Manitoba, the time that an employee spends on a lunch break or rest break is not included in the calculation of hours worked.

All employees are expected to be at work on time every day that they are scheduled to work. In conjunction with other performance criteria, regular attendance at work will be viewed favourably when employees are considered for promotions, transfers, or performance related salary adjustments.

Overtime

Definitions

Straight time – This applies only in Ontario and only to qualifying employees. It is defined as any time worked more than 37.5 hours per week up to and including 44 hours per week. Employees will receive 1 paid hour off from work for each hour of straight time worked. Please refer to the Who Qualifies Policy to see if you are a qualifying employee for purposes of receiving straight time.

Overtime – This applies only in Ontario and only to qualifying employees. Time worked in excess of 44 hours per week is overtime and will be paid to the employee at 1.5 times the employee's regular hourly rate of pay. Please refer to the Who Qualifies Policy to see if you are a qualifying employee for purposes of receiving overtime.

Lieu time – This applies only in Manitoba and only to qualifying employees. It is defined as any time worked more than 8 hours in a day or 40 hours in a week. Employees will receive 1.5 paid hours off from work for each hour of lieu time worked. Please refer to the Who Qualifies Policy to see if you are a qualifying employee for purposes of receiving lieu time.

Policy

Below is a simple table which illustrates the application of the Overtime Policy in both Ontario and Manitoba. This Policy applies to qualifying employees in eligible jobs based on the Who Qualifies Policy.

Ontario Overtime Entitlement Chart

Hours Worked	Compensation
0-37.5	You will be paid your base salary (if you are a salaried employee)

37.5+ - 44	You will be paid your regular hourly rate (if you are an hourly employee) For each hour worked, you will receive 1 paid hour off from work.
44+	Each hour worked is paid as overtime at 1.5 times the equivalent of your hourly regular rate of pay.

Manitoba Overtime Entitlement Chart

Hours Worked	Compensation
Daily 0 - 8	You will be paid your base salary if you are a salaried employee. You will be paid your regular hourly rate if you are an hourly employee.
8+	For each hour worked, you will receive 1.5 paid hours off from work.
Weekly 0-40	You will be paid your base salary if you are a salaried employee. You will be paid your regular hourly rate if you are an hourly employee.
40+	For each hour worked, you will receive 1.5 paid hours off from work.

Employees in Manitoba are eligible for lieu time for hours worked in excess of 8 hours in a day or 40 hours in a week, whichever is greater.

Calculation of Hours Worked

Any vacation time or holidays taken by an employee is not included in the calculation of hours worked for the purposes of straight time, overtime or lieu time. In Ontario, the time that an employee spends on a lunch break is not included in the calculation of hours worked for the purposes of straight time or overtime. In Manitoba, the time that an employee spends on a lunch break or rest break is not included in the calculation of hours worked for the purposes of lieu time.

Granting of Straight Time, Overtime or Lieu Time

Employees must have the approval of management before working straight time, overtime or lieu-time. If an employee chooses to work straight time, overtime or lieu time without the request and prior approval of management, the employee may be disciplined, up to and including termination of employment.

Time Off Using Straight Time or Lieu Time

In order to request paid time off for straight time or lieu time worked, you will be required to complete a Straight Time and Lieu Time Request Form and have it approved by your manager.

Straight time or lieu time must be taken during your regular working hours at a time that makes good business sense for your business area and within 3 months of you earning it. The same diligence used for approval of vacation time should be applied when approving time off for straight time or lieu time. In order to consider scheduling and work management implications due to your absence, reasonable notice should be provided when making a request.

Who Qualifies

There are certain “non-eligible jobs” in the workplace that are not subject to the hours of work, breaks and overtime regulations, and are therefore not eligible to receive straight time, overtime, or lieu time. All other jobs are eligible for straight time, overtime or lieu time.

	Non- Eligible jobs <i>(Please be advised this list is not exhaustive and that there may be other non-eligible jobs that are set out in the applicable provincial labour and employment standards legislation and its amendments. In addition, please be advised that those jobs listed below may be modified, changed or revoked as per the applicable provincial labour and employment standards legislation and its amendments from time to time. Also, these jobs are non-eligible only if they fall within the exceptions as stipulated in the applicable legislation or policies of the applicable Ministry of Labour)</i>	Eligible jobs
Ontario	<p>All jobs of a managerial or supervisory nature, including</p> <ul style="list-style-type: none"> - Managers - Supervisors - Consulting type jobs - Project leadership jobs <p>Jobs of a professional nature (i.e. Engineers)</p> <p>Outside sales representative jobs</p> <p>Jobs that are filled by students-in-training for professional designations</p>	All other jobs.
Manitoba	Employees who perform management functions primarily and employees who substantially control the hours of work and earn twice the Manitoba average industrial wage	All other jobs.

Hours of Operation Work Agreements

The governments of Ontario and Manitoba have passed rules about working excess daily or weekly hours.

Ontario:

If an employer wants an employee to work in excess of 48 hours to a maximum of 60 hours per week, Leica must:

- (1) Obtain written agreement from the employee
- (2) Provide an information sheet about this entitled “Information for Employees about Hours of Work and Overtime Pay”

You may revoke your consent under this agreement on 2 weeks notice and Leica may revoke this agreement on reasonable notice.

Note: Leica will continue to pay overtime for any hours worked over 44 hours per week in Ontario, but this specific agreement is in relation to hours worked above 48 to a maximum of 60.

- Leica generally cannot permit you to work in excess of 48 hours in a week, even with an agreement in place, unless Leica has received the approval of the Director of Employment Standards and certain other conditions have been met
- Despite these agreements you cannot work in excess of 60 hours per week. To do so violates Ontario’s *Employment Standards Act*
- Leica is responsible for the overtime hours that our employees work; therefore each manager and eligible employee must discuss any overtime hours in advance of those hours being worked

Manitoba:

The standard daily hours of work can be increased if permitted by the Director of Employment Standards or by regulation.

The standard weekly hours of work can be increased if permitted by the Director of Employment Standards or by regulation.

The Director of Employment Standards may increase the hours as he or she considers fair and reasonable.

Travel Time

Application

This travel time policy applies to all eligible employees; namely, those employees who are employed by Leica in jobs that are not exempt from the hours of work and/or overtime provisions of Ontario’s *Employment Standards Act* (the “ESA”) and the Manitoba *Employment Standards Code* (“ESC”)

Policy

With the exception of Commuting Time, any time that an eligible employee legitimately spends travelling to, or from, an off-site location for the purpose of performing work at that location on behalf of Leica is considered to be eligible travel time and, as such, work time under the ESA and ESC.

Commuting Time is the time spent by an employee travelling to his/her usual workplace at the beginning of the workday and the time spent by that employee travelling from his/her workplace at the end of the workday, except where:

- Leica requires that employee to take a work vehicle home in the evening for Leica's convenience
- Leica requires that employee to transport other employees or supplies to, or from, the workplace

in which case the Commuting Time would be eligible travel time under this policy.

Leica expects its employees to make diligent and reasonable efforts to reduce the amount of eligible travel time consistent with our Travel Policy. Employees should use alternatives to face-to-face meetings requiring travel time, whenever possible, such as email transmissions, telephone calls and/or teleconferences.

Where travel time is necessary, Leica expects its employees to adjust their scheduled working hours, whenever possible, to avoid working excess weekly hours (i.e. more than 37.5 or 40 hours in a given workweek) as a result of travel time. Employees are also expected to use the most efficient mode of transportation in the circumstances and, where possible, to perform work for Leica during travel time.

During work-related travel, any time not considered travel time or any time where the employee is not performing work or the employee is not receiving training is the employee's own time and will not be considered as hours worked. For example, while an employee is on lunch or dinner and, where an employee is required to remain overnight, any time in the evening or on the weekend, is the employee's own time.

Work-related travel will not be approved where reasonable alternatives exist.

To ensure compliance with this policy, please speak with your manager.

Travel Reimbursement

For further information about travel reimbursement, please refer to Leica's "Travel and Entertainment" policy, which was provided to you upon hire or may also be found on Focal Point.

When You're Not at Work

Attendance and Absenteeism

Employee attendance is crucial to the success of Leica. As a result, it is an essential term and condition of your employment with Leica that you maintain a satisfactory attendance record and, in doing so, avoid unapproved absences.

Medical documentation from an authorized medical practitioner will be required for any absences of 3 or more consecutive working days. This documentation should be submitted to the Human Resources Department on the 4th day of absence via fax, personal designate, or in person. Any days missed after such time is under the category of short-term disability.

Approved Absences

It is recognized that there are circumstances that will make it necessary for you to be absent from work. Leica has established policies governing such things as Emergency Leave, Vacation, Company Holidays, Religious Holidays, Pregnancy Leave, Parental Leave, Casual Sick Time, Short Term and Long Term Disability Leave, Bereavement Leave, Court Leave, Personal Leave and Family/Medical Leave. Any approved, legitimate absence from work that is permitted under these policies will be an "approved" absence. These Policies are located in this Section for your reference.

Please note that legitimate absences resulting from personal illnesses or other chronic medical conditions that require frequent (but not necessarily consecutive) time off work may also be classified by the Human Resources Department as "approved" absences upon receipt of appropriate supporting evidence confirming the nature of the illness/medical condition and prognosis. An employee experiencing personal medical problems which affects attendance is expected to notify his/her manager, or alternatively the Human Resources Department, of such medical problems.

Unapproved Absences

All other absences will be "unapproved" absences. This includes, but is not limited to, all absences where the employee has failed to provide appropriate notice to their manager or where the employee has failed to satisfactorily demonstrate to Leica that he/she is entitled to an approved absence under that policy.

An employee's unapproved absenteeism record will be taken into consideration by Leica when it makes employment-related decisions about such things as transfers, promotions, retention, training, merit increases, etc. In addition, unapproved absences are grounds for serious disciplinary action, up to and including immediate termination of employment for cause.

Attendance Management

Employees with recurring attendance issues will be counseled at an early stage by their manager and/or Human Resources be given an appropriate amount of time to demonstrate improvement.

Notification Requirements

As an important member of the Leica team, you are missed when you are not here. You are responsible for notifying your manager on the day of your absence, prior to your normal start time, that you will be absent that day (each day of the absence) and advising them when you will be back to work. Should your manager not be available, please call reception and leave a message. Please also notify reception if you are not in the office due to travel. They will reroute your message for you. Unexplained and/or excessive absences can be cause for progressive corrective action and may result in the termination of your employment at Leica for cause.

If you become sick or must otherwise unexpectedly leave the workplace during your scheduled work day, you must notify your manager before leaving the workplace. If the manager is not available, then you must notify another member of Leica's management.

If an employee is going to be absent from work (for any reason), that employee must follow the specific notification policy outlined in the section below.

Note: If you are going to be away from the office on business, please notify your manager.

At all times and in the event you are driving and know that due to traffic you will be late for work, please remember that you must abide by the Company's "Cell Phone Use/Use of Handheld Devices" below. This Policy prohibits you from using a cell phone or handheld device while driving even if you have a hands free device. Where you need to phone into work you are required to pull over, where you consider it safe to do so, and contact your manager to advise them that you will be late. Please do not take any risks with your safety. Please note, we do not recommend that you pull over on the side of a highway. Recommended pull over locations include parking lots or service areas.

Supporting Evidence

Leica reserves the right to require that an employee provides evidence, reasonable in the circumstances, that supports the stated reason given by that employee for his/her absence from work.

Furthermore, if an employee has been absent from work for three or more consecutive workdays due to a personal illness/injury, the employee must obtain a report from a licensed physician, authorizing the medical absence and stating when the employee is expected to return to work. This documentation should be submitted to the Human Resources Department via fax, PDF file, personal designate or in person. Any days missed in excess of the consecutive workdays is classified as short-term disability.

If that employee's absence due to this illness/injury exceeds the expected return-to-work date on the original medical report, Leica reserves the right to request further medical information in support of that extended leave of absence, in addition to other information pertaining to return to work assessments and accommodations.

All associated costs for such documentation will be at the employee's expense.

Leaves of Absence With or Without Pay

Policy

Under certain circumstances, Leica will grant paid or unpaid leaves of absence to employees. Such leaves will not be granted automatically; authorization of absence will be based upon the reason for the request, the needs of the Company and other relevant factors. You must provide up to 4 weeks notice (depending on type of leave requested) in writing of the commencement of such leave to your manager unless there is a valid reason why notice cannot be given.

A. Authorized absences <u>with</u> pay include	B. Authorized absences <u>without</u> pay include
<ol style="list-style-type: none">1. Casual Sick Time2. Short Term Disability Leave3. Company Holidays4. Bereavement Leave5. Court Leave6. Vacation	<ol style="list-style-type: none">1. Pregnancy / Parental Leave2. Long Term Disability Leave3. Emergency Leave4. Family / Medical Leave5. Compassionate Care Leave6. Family Responsibility Leave7. Religious Holidays8. Personal Leave9. Inclement Weather

Note: If you are unsure on the handling of any particular absence situation, please contact Human Resources.

A. Leaves of Absence with Pay

The following section provides additional information regarding these types of absences.

1. Casual Sick Time

Medical documentation from an authorized medical practitioner will be required for any absences of 3 or more consecutive working days. This documentation should be submitted to the Human Resources Department on the 4th day of absence via fax, personal designate, or in person. Any days missed after such time is under the category of short-term disability.

2. Short Term Disability

Leica is committed to providing our employees with income coverage in the event of illness or disability. A summary of our Short-Term Disability policy is set out below. To the extent that this summary differs from the actual benefit plan, the terms and conditions in that plan govern.

Eligibility

All regular full-time and regular part-time employees are eligible.

Provisions

The employee and his/her physician will be required to complete forms to verify the details of the illness or disability and the duration of the required absence.

Definition of Total Disability

Disability is assessed on the basis of the duties the person regularly performed for Leica before the disability started. The employee is considered disabled if, because of disease or injury, there is no combination of duties he/she can perform that regularly took at least 60% of his/her time at work to complete.

Note: Leica reserves the right to have Short-Term Disability Claims adjudicated by our benefit provider Great-West Life. All claims with time away from work anticipated to be in excess of 10 working days will be adjudicated by Great-West Life. While awaiting a ruling to be provided by Great-West Life, Leica will reserve the right to decide whether or not to pay the benefits for those claims sent for adjudication. Additionally, after considering the ruling provided by Great-West Life, Leica continues to reserve the right to manage its own Short-Term Disability program and make its own decisions on payment continuance or discontinuance during the full 17 week coverage period.

How to Make a Claim

In an unfortunate circumstance that the employee is unable to work as a result of a disabling condition, it is essential that they take the following steps to ensure the continuation of benefits.

- (1) Immediately notify their manager and Human Resources how long they expect to be away from work.
- (2) Upon notification, the employee will be required to provide Human Resources with a medical note from a certified physician, following which, the employee is to personally file a claim with Great West Life.

Any questions pertaining to STD, please consult with Human Resources.

3. Company Holidays

Leica will observe the following provincially-recognized holidays subject to and in accordance with Ontario's *Employment Standards Act*, the Manitoba *Employment Standards Code* and the Manitoba *Remembrance Day Act*. To qualify for a paid holiday, an employee must meet the requirements of Ontario's *Employment Standards Act*, the Manitoba *Employment Standards Code* and the Manitoba *Remembrance Day Act*, as applicable. The holiday will be paid in accordance with the applicable legislation.

Please note that those employees governed under Ontario law will only be eligible for Ontario statutory holidays and, similarly, those employees governed under Manitoba law will only be eligible for Manitoba statutory holidays.

HOLIDAY	ON	MB
New Year's Day	Yes	Yes
Family Day (3 rd Monday in February)	Yes	N/A
Louis Riel Day (3 rd Monday in February)	N/A	Yes
Good Friday	Yes	Yes
Victoria Day	Yes	Yes
Canada Day	Yes	Yes
1st Monday in August *	Yes	N/A
Labour Day	Yes	Yes
Thanksgiving	Yes	Yes
Remembrance Day **	N/A	Yes
Christmas Day	Yes	Yes
Boxing Day	Yes	Yes

* The 1st Monday in August is not required by law, but Leica will provide Ontario employees with this holiday.

** In Manitoba, if Remembrance Day falls on a weekend, Leica will observe the holiday either on the Friday before Remembrance Day or on the following Monday. The substitute date for Remembrance Day will be designated on the annual company holiday schedule set by Leica each year.

The Human Resources Department publishes and distributes a list of holidays for each calendar year.

For further clarity, Leica has a holiday schedule published every December. For a copy, please go to Focal Point.

Work on Public Holidays

Leica recognizes the importance of public holidays to our employees and their families. As a result, Leica will not, except in very unusual circumstances, schedule work on these days. However, if there is a circumstance that requires you to work on a public holiday, and you agree in writing to do so, you will be paid your regular salary for that holiday, plus you will receive an alternate day off with public holiday pay. This alternate day off work must be taken within three (3) months (if you work in Ontario) or within thirty (30) days (if you work in Manitoba) after the actual public holiday on which the employee worked.

Rather than taking an alternate day off, you may choose to be paid holiday pay plus premium pay in lieu of the day off. Please discuss your options with your manager.

4. Bereavement Leave

Leica provides its regular full-time and regular part-time employees with paid time off work in the event of the death of an immediate family member. For the purposes of this policy, an "immediate family member" means an employee's: father; mother; step-father; step-mother;

legal guardian; current spouse or common law spouse, same-sex or domestic partner; brother; sister; step-brother; step-sister; child; step-child; current mother-in-law; current father-in-law; current brother-in-law; current sister-in-law; grandparent; step-grandparent; grandchild; or step-grandchild.

Leica's practice for any family member not listed above will be to grant 1 paid day off work to attend the funeral.

The maximum amount of paid time off work in the event of the death of an immediate family member is:

- Three paid days off work to permit an employee to make arrangements for, and attend, a local funeral (i.e. a funeral which takes place no more than 350 kilometers from the employee's workplace or home, whichever is closer to the funeral) for his/her immediate family member; or
- Five paid days off work to permit an employee to make arrangements for, and attend, an out-of-town funeral (i.e. a funeral which takes place more than 350 kilometers from the employee's workplace or home, whichever is closer to the funeral) for his/her immediate family member
- If you need any further time away from work, an arrangement must be made between you and your manager

An Ontario employee who requires time off work in excess of the above amounts and/or for the death of an individual not listed above, may be entitled to unpaid emergency leave (see this section of the Handbook for details) in respect of that time off work (so long as he/she has not already used his/her full entitlement to 10 emergency leave days in that calendar year) or may otherwise apply for an unpaid personal absence.

A Manitoba employee who requires time off work for the death of an individual not listed above may be entitled to up to three (3) unpaid bereavement leave days. This includes unpaid bereavement leave days for the death of an aunt, uncle, niece, nephew or an individual who is not related but considered a family member.

5. Court Leave

Occasionally, you may be legally required to attend for jury duty, or subpoenaed as a court witness. In these situations, a leave of absence with pay will be granted.

If a regular full time or regular part time employee requires court leave under this policy, that employee must provide his/her manager with a written request for time off as soon as possible before the start of the court leave and, when that is not possible, as soon as possible after it starts. The employee must also attach the jury duty notice, or the witness subpoena or summons, as the case may be.

Employees on witness or jury duty must report to work on workdays, or parts of workdays, when they are not required to perform this duty. For greater certainty, **if an employee is**

excused from jury or witness duty before the completion of his/her regularly scheduled work day, that employee must return to work (unless there are less than 4 hours remaining in that work day). Otherwise, the employee will be required to return to work at the start of his/her next regularly scheduled work day.

6. Vacation Policy

All employees accrue vacation time under this policy. Leica recognizes the importance of vacation as a period of rest and relaxation for its employees. Therefore, Leica strongly encourages all employees to take their full vacation entitlement. Leica also encourages all managers to ensure that employees are given appropriate time away from work.

Vacations must be scheduled in advance and with prior written approval by your manager. Employees are required to submit a Vacation Request Form to their manager for approval with as much advanced notice as possible. Your manager will attempt to grant your vacation request at the time you wish to take it, subject to business needs. Where conflicts develop, you and your manager must attempt to resolve the issue accordingly and as fairly as possible.

Vacation is accrued on a biweekly basis and available each calendar year, January 1st through December 31st. During an employee's first year of employment, vacation is calculated on a pro-rated basis from the date of hire to the end of the calendar year.

Employees will accrue the following vacation time and vacation pay for each year of service at Leica:

Ontario Vacation Entitlement Chart

Years of Service	Annual Vacation Time Entitlement	Biweekly Vacation Time Accrual	Vacation Pay Entitlement
Day 1 to < 5 years	2 weeks (75 hours)	2.88 hours	4% of wages
5 years to < 15 years	3 weeks (112.50 hours)	4.33 hours	6% of wages
15 years or more	4 weeks (150 hours)	5.77 hours	8% of wages

Manitoba Vacation Entitlement Chart

Years of Service	Annual Vacation Time Entitlement	Biweekly Vacation Time Accrual	Vacation Pay Entitlement
Day 1 to < 5 years	2 weeks (80 hours)	3.08 hours	4% of wages
5 years to < 15 years	3 weeks (120 hours)	4.62 hours	6% of wages
15 years or more	4 weeks (160 hours)	6.15 hours	8% of wages

An employee's annual vacation time entitlement, corresponding biweekly vacation time accrual and vacation pay entitlement increases with an employee's years of service. The increase based upon years of service becomes effective on the employee's applicable anniversary date. For example, if an employee in Ontario reaches five (5) years of employment on their anniversary date of June 1st, the employee's annual vacation time entitlement would immediately increase from 2 weeks to 3 weeks, the corresponding biweekly vacation time entitlement would increase from 2.88 hours to 4.33 hours and the vacation pay entitlement would increase from 4% of wages to 6% of wages on a prorated basis for the remainder of the calendar year.

Full-time employees are eligible for vacation time and vacation pay entitlement in accordance with the applicable Ontario and Manitoba Vacation Entitlement Charts. While the applicable Ontario and Manitoba Vacation Entitlement Charts will apply to part-time employees, the vacation time and vacation pay entitlement will be pro-rated based on the number of hours the part-time employee works.

If you have an employment agreement with Leica, your vacation entitlement will be in accordance with the terms of the employment agreement. If and when your years of service

would result in an increase in vacation time and pay based on the applicable Vacation Entitlement Chart, then at that time your vacation entitlement will be in accordance with the applicable Vacation Entitlement Chart.

The Vacation Entitlement Chart will not apply to any Leica employee who has been “grandfathered”. A “grandfathered” employee who achieved five (5) weeks vacation on or prior to December 31, 2006 will continue to receive five (5) weeks vacation time at a bi-weekly vacation time accrual of 7.21 hours for Ontario employees and 7.69 hours for Manitoba employees with a vacation pay entitlement at 10% wages.

Leica requires all employees to take their full vacation entitlement during each year of employment as described above. If it does not appear that an employee will be taking their annual vacation time entitlement in a calendar year, Leica may schedule these days and require the employee to take them.

Please note that the first amount of annual vacation time entitlement and corresponding biweekly vacation time accrual taken will automatically count towards an employee’s minimum vacation time entitlement under the applicable legislation. Accordingly, for clarification purposes, an employee must take his/her minimum vacation time before he/she can take any remaining amounts of vacation time entitled during the calendar year.

Leica, at its discretion, may have a company shut down. Advanced notice of the shut down will be provided. Employees will be required to use their annual vacation time entitlement during the period of the shutdown. If an employee has no remaining annual vacation time entitlement, the employee must take additional unpaid time during the period of the shut down.

Carryover

All vacation time accrued must be taken during the calendar year in which it was earned. No carryover of vacation time entitlements from one calendar year to the next is permitted, except in exceptional circumstances. Leica may agree to allow an employee to carry over unused vacation time to the following calendar year at its discretion. An employee may make a written request to his/her direct manager to carry over his/her remaining unused vacation time that has accrued in that same year of employment (**subject to a maximum carryover of five days unused vacation time**) into the immediately following year of employment. Such request must be made by no later than 1 month before the end of the year of employment in which the unused vacation time will accrue, and will be reviewed on its own merits.

Vacation Pay

An employee’s vacation pay entitlement is based on the percentage of the employee’s wages as set out in the applicable Ontario and Manitoba Vacation Entitlement Charts. Leica pays an employee’s vacation pay entitlement on a biweekly basis on each paycheque. The payment of vacation pay on a paycheque will be associated with the wages earned during the corresponding pay period. When an employee takes vacation time, there will not be a separate

payment for vacation pay, since the vacation pay is being paid to the employee on a regular basis with each paycheck.

Entitlement to Accrued Vacation Time

Employees are not required to wait until the completion of each year of employment to take the vacation time that has accrued during that year of employment. Instead, employees are entitled to take their biweekly vacation time accrual as it accrues during each year of employment, so long as they have successfully completed their probationary period. Employees cannot borrow vacation from future vacation accrual without his/her manager's written approval and with confirmation from Human Resources.

If an employee has taken vacation time before it is earned, the employee will not receive an additional payment for vacation pay. In the event of a resignation or termination of employment, any vacation time taken before it is earned will be treated as an unpaid leave of absence.

Non-Active Periods of Employment

During non-active periods of employment, employees will continue to accrue vacation time, but not vacation pay. Non-active periods of employment include, but are not limited to, unpaid leaves of absences, pregnancy and parental leaves, sickness or disability leaves.

If you are hospitalized while on vacation, the period of hospitalization and required recovery time as prescribed by an authorized physician may be eligible under short-term disability benefits. If you become ill while on vacation but are not hospitalized, you must demonstrate by way of supporting medical documentation that you were legitimately ill while off work on vacation. For the number of days that you can demonstrate that you were ill, these days will not count as vacation. Your vacation record will then be credited.

Public Holiday

If a statutory holiday occurs during your vacation, it is not counted as a vacation day.

B. Leaves of Absence without Pay

1. Pregnancy and Parental Leave

Leica will grant unpaid pregnancy and/or parental leaves in accordance with, and subject to, the pregnancy/maternity and parental leave provisions in Ontario's *Employment Standards Act* and Manitoba's *Employments Standards Code*.

For greater certainty, please refer to the chart below that outlines the amount of time employees are entitled to in each province where the Company has an office. This chart also outlines when the employee is entitled to take Pregnancy/Parental leave as well as the amount of notice employees are required to give the Company prior to commencing these leaves.

Province	Leave	Length	Qualifying Period for Eligibility	Notice Prior to Leave
Manitoba	Maternity	17 weeks	You must have worked at the Company for 7 consecutive months.	4 weeks written notice and a medical certificate is required.
	Parental	37 weeks	You must have worked at the Company for 7 consecutive months. You must start your leave no later than 52 weeks after birth or adoption.	4 weeks written notice is required.
Ontario	Pregnancy	17 weeks	Employee must have worked at the Company for 13 weeks prior to the due date of the child.	2 weeks written notice is required along with a medical certificate.
	Parental	35 weeks for birth mothers who have taken pregnancy leave 37 weeks for all other parents	Employee must have worked at the Company for 13 weeks prior to the due date of the child. Employee must begin leave no later than 52 weeks after the child is born or comes into the employee's custody.	2 weeks written notice is required.

For example, an employee in Ontario who wishes to take pregnancy leave must provide Human Resources with at least 2 weeks written notice before the date that she intends to begin her leave. The written notice must indicate the date that her leave will begin and should also indicate the date that she intends to end her leave. The employee must also provide a medical certificate confirming her child's expected birth date.

The date upon which an employee's pregnancy and/or parental leave will begin or will end can be changed by the employee, so long as the employee provides notice of such change in accordance with the requirements of Ontario's *Employment Standards Act* and Manitoba's *Employments Standards Code*.

During pregnancy leave, an employee will also continue to accrue credit towards service, seniority and length of employment.

Following the employee's Pregnancy/Parental leave, the employee will be reinstated to the position that he/she most recently held at Leica before the leave began or, where that position no longer exists, to a comparable position with at least the same wages and benefits. These reinstatement obligations do not, however, apply if the employee's employment is ended solely for reasons unrelated to the Pregnancy/Parental leave (e.g. job performance; shortage of work; etc.) and Leica reserves the right to advise the employee of this fact during his/her

Pregnancy/Parental leave in order to provide him/her with the best opportunity to find a suitable comparable position at Leica or elsewhere.

An employee will continue to accrue vacation time during his/her Pregnancy/Parental leave. Prior to the leave commencing, the employee should discuss with Human Resources the amount of vacation time that the employee will accrue during his/her leave. As a Leica practice, the employee will be expected to use that accrued vacation immediately at the end of the Pregnancy/Parental leave and prior to returning to work.

2. Long Term Disability Policy

Leica is committed to providing our employees with insurance coverage in the event of illness or disability. A summary of our Long-Term Disability plan is set out below. To the extent that this summary differs from the actual benefit plan, the terms and conditions in that plan govern.

Eligibility

All regular full-time and regular part-time employees are eligible.

Provisions

The employee and his/her physician will be required to complete forms to verify the details of the illness or disability and the duration of the required absence and likelihood of healthy return to work.

Definition of Total Disability

Disability is assessed on the basis of the duties the employee regularly performed for Leica before the disability started. The employee is considered totally disabled if, during the waiting period and the next 24 months, the employee is unable, because of injury or disease, to perform substantially all of the duties of his/her occupation and, thereafter, is unable because of injury or disease, to do any work for which he/she is or becomes reasonably qualified by education, training or experience, and, which would provide earnings of at least 60% of replacement income in effect at the commencement of total disability.

Proof of Claim

For long-term disability benefits to become payable, written proof satisfactory to Great-West Life, signed by the licensed physician treating the insured person must be received by Great-West Life:

- while the insured person is totally disabled
- within 12 months after the end of the waiting period (17 weeks)

Otherwise, the claim for long-term disability benefits will be invalid

Great-West Life at any time may request written proof of the continuance of total disability and may request the insured person to submit to and co-operate in examination by Great-West Life's medical and other advisors. If the employee fails to furnish proof satisfactory to Great-

West Life within three months following the request or refuses to submit to and co-operate in examination by Great-West Life's medical and other advisors, the employee will be considered to have ceased to be totally disabled immediately prior to the date such request was made.

How to Make a Claim

As this coverage is integrated with the Short-term Disability program, claims will be considered and administered by Great-West Life as part of the ongoing disability management process.

Any questions pertaining to LTD, please consult with Human Resources.

3. Emergency Leave

Please note this section applies exclusively to Ontario employees

The following section describes the minimum provision under Emergency Leave – Please engage Human Resources prior to granting or taking leave of this kind.

In accordance with the Emergency Leave provisions of Ontario's *Employment Standards Act*, all employees are entitled to receive up to 10 unpaid days off work each calendar year as Emergency Leave. Emergency leave is defined as:

- (i) Each day absent from work because of the employee's own personal illness, injury or medical emergency; or
- (ii) Each day absent from work because of the death, illness, injury, medical emergency or other urgent matter concerning any of the following people:
 - the employee's spouse or same-sex partner
 - the employee's parent, step-parent or foster parent
 - a parent, step-parent or foster parent of the employee's spouse or same-sex partner
 - the employee's child, step-child or foster child
 - a child, step-child or foster child of the employee's spouse or same-sex partner
 - the employee's grandparent, step-grandparent, grandchild or step-grandchild
 - a grandparent, step-grandparent, grandchild or step-grandchild of the employee's spouse or same-sex partner
 - a spouse or same-sex partner of the employee's child
 - the employee's brother or sister
 - any other of relative of the employee, if such relative is dependent on the employee for care or assistance

Please note that an absence from work as a result of death may, in fact, be paid in accordance with the Bereavement Leave policy, subject to the “Interaction with Other Leave of Absences Policies” section below.

Urgent Matters

For greater certainty, in order for an absence from work due to an “urgent matter” to be classified as approved emergency leave, the urgent matter must have been unplanned and not reasonably foreseeable by the employee. For example, an absence from work due to childcare issues on professional development days or school holidays is not an urgent matter.

A manager or Human Resources must, in all cases, review and approve the reason (as well as the supporting evidence provided) for each absence from work relating to an “urgent matter” before it can be classified as an approved absence under our Emergency Leave Policy.

Classification of Absence

Each legitimate day absent from work that is permitted under these emergency leave provisions will count as one day of “approved” absence, once the employee provides Leica with satisfactory evidence to support the need for the emergency leave. Leica also reserves the right (at its sole discretion) to classify a partial emergency leave day as one full emergency leave day under this policy.

Failure to provide the required evidence will result in the absence from work being classified by Leica as an unapproved absence.

Similarly, if an employee uses his/her full entitlement to 10 emergency leave days under Ontario’s *Employment Standards Act* in any calendar year, each subsequent absence (i.e. arrive to work late, leave work early or fail to report to work at all) in that calendar year will be recorded as an unapproved absence on that employee’s attendance record, unless such absence is approved and taken in accordance with Leica’s other leave of absence policies --- Religious Holidays, Pregnancy/Parental Leave, Personal Leave, Medical Leave, Bereavement Leave, Court Leave and/or Family Medical Leave etc.

Interaction with Other Leave of Absence Policies

Leica’s policies already allow employees to be absent from work in many of the same circumstances that qualify as permissible emergency leave under Ontario’s *Employment Standards Act*. Therefore, to the extent that an employee qualifies for an approved absence from work under both this Emergency Leave policy and any of the following other leave of absence policies in this Handbook, the employee’s entitlement under both types of leave will be reduced accordingly.

For example, if an employee has taken no emergency leave days to date in the calendar year, but must now take 3 working days off work in order to attend his grandmother’s local funeral, the employee will receive 3 days of paid bereavement leave under the Bereavement Leave

policy. The employee's emergency leave entitlement for the calendar year will be reduced from 10 unpaid days to 7 unpaid days.

Emergency Leave Management

Each manager should refer to Leica's Attendance Management Guidelines, which provides guidance on the management of employee absenteeism with a specific emphasis on emergency leave and other legitimate absenteeism issues.

Supporting Evidence for Emergency Leave

If an employee is going to be absent from work for any reason permitted under this policy, that employee must provide Leica with satisfactory evidence to support the need for the emergency leave.

4. Family Medical Leave

Please note this section applies exclusively to Ontario employees

This is a minimum requirement – please engage Human Resources prior to taking or granting leave of this kind

In accordance with the Family Medical Leave provisions of Ontario's *Employment Standard's Act*, Leica provides its employees with unpaid time off work as Family Medical Leave in the following circumstances:

A qualified health practitioner may issue a certificate stating that one of the following individuals has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or less:

- brother or sister of the employee
- grandparent of the employee or of the employee's spouse
- grandchild of the employee or of the employee's spouse
- father-in-law or mother-in-law of the employee
- brother-in-law or sister-in-law of the employee
- son-in-law or daughter-in-law of the employee or of the employee's spouse
- uncle or aunt of the employee or of the employee's spouse
- nephew or niece of the employee or of the employee's spouse
- spouse of the employee's grandchild, uncle, aunt, nephew or niece
- foster parent of the employee's spouse
- a person who considers the employee to be like a family member
- Any other individual prescribed as an employee's family member under the family medical leave provisions of Ontario's *Employment Standards Act*

In the event of the issuance of such certificate, an employee is entitled to take an unpaid family medical leave from Leica in order to provide care or support to the individual referenced in that certificate. An employee may, however, receive benefits from the federal government in respect of part of such leave under the *Employment Insurance Act*.

The maximum duration of this family medical leave is 8 consecutive weeks. However, if two or more employees of Leica take an unpaid family medical leave during the period referenced in the certificate in order to provide care and support to the same individual, the total combined duration of all such leaves cannot exceed 8 weeks.

An employee may choose the date on which he/she will begin his/her family medical leave, so long as that date is no earlier than the first day of the week in which the period referenced in the certificate begins and no later than the earlier of: (a) the last day of the week in which the individual referenced in the certificate dies; or (b) the last day of the week in which the period referenced in the certificate ends. Unless otherwise agreed by Leica, the employee must take family medical leave only in periods of entire weeks.

An employee who wishes to take a family medical leave must provide Human Resources with written notice before the leave commences and, where that is not possible, as soon as possible thereafter. The written notice must indicate the date that the leave will begin and should also indicate the date that he/she intends to end that leave. The employee must also provide a copy of the certificate referenced in the paragraph above.

During a family medical leave, an employee will also continue to accrue credit towards service, seniority and length of employment.

Following the employee's family medical leave, the employee will be reinstated to the position that he/she most recently held at Leica before the leave began or, where that position no longer exists, to a comparable position with at least the same wages and benefits. These reinstatement obligations do not, however, apply if the employee's employment is ended solely for reasons unrelated to the family medical leave (e.g. job performance; shortage of work; etc.) and Leica reserves the right to advise the employee of this fact during the leave in order to provide him/her with the best opportunity to find a suitable comparable position at Leica or elsewhere.

An employee's entitlement to family medical leave will not reduce his/her entitlement to 10 emergency leave days under Ontario's *Employment Standards Act* (see Section on Emergency Leave). Furthermore, if an employee's family member does not die within the period referenced in that certificate, the employee can take another family medical leave thereafter in respect of that family member (so long as the above requirements are again followed by the employee).

The employee will continue to accrue vacation time during his/her family medical leave.

Prior to the leave commencing, the employee should discuss with Human Resources the amount of unpaid vacation time that the employee will accrue during the leave.

5. Compassionate Care Leave

Please note this section applies exclusively to Manitoba employees

The following section describes the minimum provision under Compassionate Care Leave – Please engage Human Resources prior to granting or taking leave of this kind.

In accordance with the Compassionate Care Leave provisions of Manitoba's *Employment Standards Code*, all employees are entitled to receive up to 8 unpaid weeks off work (in a 26-week period) each calendar year as Compassionate Care Leave. Compassionate Care is defined as:

- (i) Each day absent from work in order to provide care or support to any of the following terminally ill family members:
- the employee's spouse or common-law partner
 - the employee's child or child of the spouse or common-law partner
 - the employee's parent or parent of the spouse or common-law partner
 - the employee's brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent or that of the same for the employee's spouse or common-law partner
 - a parent of the employee's spouse or common-law partner
 - a current or former foster parent of the employee or of the employee's spouse or common-law partner
 - a current or former foster child, ward or guardian of the employee or of the employee's spouse or common-law partner
 - the spouse or common-law partner of a person mentioned above
 - any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship
 - any other person who is prescribed by regulation

Definition of "common-law partner"

A "common-law partner" means the person who, not being married to the other person, is cohabiting with him or her in a conjugal relationship of some permanence, which includes a person whose common-law relationship has been registered under *The Vital Statistics Act*.

Eligibility and notice requirements

Employees who have worked with Leica for at least thirty (30) days qualify for this leave.

Qualifying employees are eligible for eight (8) weeks of leave in a 26-week period and will be reinstated at the end of the leave.

The employee is required to provide notice of at least one pay period, that he or she requires the leave. Written notice should be provided to Human Resources. An employee who wishes to take the leave must, as soon as possible, provide a medical certificate from the physician of the ill family member, verifying that there is a significant risk of death within 26 weeks and that care or support is required.

Unless otherwise agreed to, employees must provide 48 hours of notice if they return from their leave earlier than initially established. The period of leave must be at least one (1) week in duration.

Please note that an absence from work as a result of death will be paid in accordance with the Bereavement Leave policy.

6. Family Responsibility Leave

Please note this section applies exclusively to Manitoba employees

The following section describes the minimum provision under Family Responsibility Leave – Please engage Human Resources prior to granting or taking leave of this kind.

In accordance with the Family Responsibility Leave provisions of Manitoba's *Employment Standards Code*, all employees are entitled to receive up to 3 unpaid days off work to deal with personal illness or in relation to a family member.

Definition of "family member"

The definition of "family member" includes the same references as under Compassionate Care leave.

Definition of "common-law partner"

The definition of "common-law partner" is the same as under Compassionate Care leave.

Eligibility and notice requirements

Employees who have worked with the Leica for at least thirty (30) days qualify for this leave.

The employee is required to provide notice of at least one pay period, that he or she requires the leave.

Leica reserves the right to request medical documentation in support of an absence due to personal illness.

7. Religious Holidays

Leica recognizes that some employees may require additional time off work in order to observe their legitimate religious holidays. If you require such time off work, you must provide as much advanced written notice as possible to your manager. Leica will classify all such absences from

work as unpaid leaves of absence, unless you choose to use your outstanding accrued paid vacation leave for this time off work.

8. *Personal Leave*

If you wish to take an unpaid leave of absence from employment, you must provide at least four (4) weeks notice in writing of the commencement of such leave to your manager, unless there is a valid reason why notice cannot be given.

At the end of the leave of absence, if no jobs are available for you, or if you elect not to fill the available job, you will be deemed to have voluntarily resigned from your employment at Leica.

Information Technology (“IT”) Equipment and System Access while you are on extended leave

During periods of extended leave, e.g., STD, LTD, Maternity/Parental Leave and Personal Leave, you will be expected to return all Leica equipment to IT prior to your departure, or to ensure its return to IT shortly after your period of absence begins. Equipment includes, but is not limited to the following: cell phones, blackberries and/or laptops. Your system access will also be suspended during these longer periods of absence.

Emergency Conditions

Emergency conditions, such as severe adverse weather conditions, natural disasters and/or unsafe work facilities, may interfere with the ability of Leica employees to perform their usual duties. When such emergency conditions arise, Leica may need to suspend briefly some of its usual policies and implement this policy at that time. The decision to do so will be made by the manager at each affected site and/or Human Resources. The intent is to ensure the safety of Leica’s employees, while causing the least possible interruption to Leica’s operations.

From time to time, emergency conditions may prevent the operation of the workplace. Employees who are legitimately prevented from working their scheduled work day, because of emergency conditions will not be disciplined, nor will that time away from work be counted as an absence.

Where an employee knows (or reasonably ought to know) that potential emergency conditions may exist, that employee should not assume that Leica has or has not discontinued operations. Instead, the employee must contact their manager before the commencement of his/her scheduled work day to determine whether Leica has or has not discontinued operations and/or whether his/her scheduled work day has or has not been cancelled.

An employee who shows up for work when Leica has discontinued operations or cancelled his/her scheduled work day due to emergency conditions will generally not be paid for any part of that scheduled work day, except to the extent (if any) required by Ontario’s *Employment Standards Act* and the Manitoba *Employment Standards Code*. In some circumstances, Leica may decide (in its sole discretion) to compensate such employees for a reasonable amount of time for travel to and from the workplace.

9. Inclement Weather

Leica may close due to inclement weather from time to time. Inclement weather includes adverse weather conditions where employees will be expected to make more than a normal travel effort in order to get to work. Employees must abide by the decision made by management regarding operating status. We will not penalize an employee for lateness or absence due to inclement weather if a genuine effort has been made to get to work. When weather conditions are severe, our managers may choose to permit employees to leave early, without loss of pay. Work areas are not to close without prior consultation with management who will have reviewed the impact of closure across the organization.

During instances of inclement weather, those who do not report at all, fail to call their manager, come in late without notification or who request to leave early will have their absence charged to vacation or leave without pay.

Repeated failure to comply may result in disciplinary action up to and including termination of employment for cause.

Section

5

On the Job at Leica

Section 5 at a Glance.....

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- Rehiring Employees
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- Education Assistance, Tuition Reimbursement and Professional Association Memberships

Open Door Policy

We hope that you will enjoy your experiences with Leica. However, we realize that there could be occasions when you have concerns about your employment or problems or issues in the workplace or general questions. Leica intends to assist its employees in answering questions and resolving such concerns in a timely manner through internal communication. We also intend to achieve a positive work environment that encourages joint problem-solving between employees and management.

Therefore, if you have a question or serious concern about your employment or problems or issues in the workplace, you should follow the dispute resolution procedure set out below in dealing with the situation. Your concerns will be kept confidential to the maximum extent possible during this process.

- The first and best course of action is to speak directly with your manager about your concerns. Generally, your manager will be able to solve the concern or will be able to obtain help in solving your concern. In the event you do not feel comfortable speaking directly with your manager, you may contact Human Resources or you may call the Danaher Integrity and Compliance Helpline at 1-877-231-0852, or locate it online at www.danaherintegrity.com.
- Should you feel that you have not received an adequate response to your concern from your manager, you may then speak to the Human Resources Manager or Director. It would be prudent to bring with you any relevant notes, details or documentation that you may have relating to your concern.
- Should you still be dissatisfied with the response to your concern, you may make an appointment to speak to the VP Human Resources or to the President. The VP Human Resources or the President will discuss any questions or serious concerns that you may have, providing that you have already attempted to solve the situation with your manager or Human Resources Manager or Director in the above-noted fashion. Again, it would be prudent for you to bring with you any relevant notes, details or documentation that you may have relating to your concern. Any decision made by the President will then be considered as a final and binding solution to your concern.

Leica will not permit another employee to engage in any form of retaliation against you because you raised a bona fide concern about a workplace problem or issue under this dispute resolution procedure. However, if after investigating your concerns, Leica determines that your concerns were not bona fide or reported in good faith, or that you provided false information about the workplace problem or issue, disciplinary action may be taken against you.

Rehiring Employees

Leica may rehire an individual who was formerly employed by Leica only if that individual was determined by Leica (in its sole discretion and that of Human Resources) to be “eligible for

rehire” when the last cessation of employment occurred. This decision will be subject to performance and the following terms and conditions:

If the length of separation from Leica is greater than three (3) months, regardless of your employment term, there will be no reinstatement of service all purposes, including but not limited to benefits and vacation. The employee will be considered a new employee and the employee’s length of service will restart. Any prior service will not be recognized for any purpose, subject to legislative requirements.

Potential Conflict of Interest Situations

Employment of Relatives

Leica permits the employment of relatives by Leica only when that employment does not negatively interfere (or have the potential to negatively interfere) with Leica’s best interests or does not create a conflict of interest situation.

For all employees:

- Relatives may not hold a position where one relative directly supervises the work of another relative
- Relatives may not hold a position where one relative has the ability to hire, terminate, discipline, evaluate, promote, adjust compensation, determine bonuses or make any other employment-related decision regarding another relative or has the ability to provide input into, and/or otherwise influence, such employment-related decisions

Leica may further restrict the employment of relatives in other bona fide situations (i.e. where the employment of relatives will create an actual or perceived conflict of interest situation; where the employment of relatives will result in the disclosure of confidential information; where the employment of relatives does not provide equal employment opportunities for all employees).

For the purpose of this policy, “relatives” are any individuals who are related to one another in the following manner: spouses (by marriage or common law); same-sex or domestic partners; parent of, or child to, another individual by means of birth, marriage or adoption (i.e. includes stepparents and stepchildren); brother or sister to another individual by means of birth, marriage or adoption (i.e. includes stepbrothers and stepsisters); and other individuals with whom an employee has a close personal relationship.

Procedures to follow in the event of employment of a relative:

1. All applicants must inform Human Resources at the time of application, if they are aware that Leica employs an individual who is their relative. Similarly, all employees must inform Human Resources as soon as possible, if they are aware that an individual who is their relative has applied for employment with, or has become employed by, Leica.

2. In the event that Leica learns that two or more relatives are employed by Leica in a manner that conflicts with this policy, both Human Resources and Leica management will evaluate the situation to determine what action, if any, is to be taken. The situation will be evaluated not only from Leica's perspective, but from the perspective of the employees involved as well.

Relationships in the Workplace

This policy is designed to recognize various relationships that may exist between employees. It provides guidelines to manage these relationships to ensure conflict of interest situations do not arise.

Knowledge by Leica of the types of relationships where there may be a real or perceived conflict of interest allows appropriate action to be taken, when necessary, to protect both our employees and Leica's operations. The policy outlines the responsibilities of employees entering into friendships and/or consensual social relationships of a romantic nature with another employee.

Leica does not wish to prohibit employees from entering into such relationships, so long as the parties mutually and voluntarily consent to the relationship, and the relationship does not affect the performance of their duties or negatively impacts Leica's business.

To ensure that consensual social relationships do not violate the discrimination, harassment and violence in the workplace policies, employees who enter into such relationships must comply with the following steps:

- Declare to your manager or to Human Resources if you think the relationship may cause a real or perceived conflict of interest situation
- Review Leica's policies regarding discrimination, harassment and violence in the workplace
- Agree to possible reassignment if the social relationship involves a subordinate (be that in a direct or even in an indirect relationship)
- Avoid inappropriate behaviour in the workplace

For further examples of real or potential conflict of interest situations, please refer to Danaher's Code of Conduct in the Appendix of this handbook

Children in the Workplace

In order to ensure the health and safety of children, but also with a view of minimizing the disruption of work, we are obliged to formally state the following policy as it relates to children in the workplace.

Leica does not permit children under the age of 15 (of employees or non-employees) on Leica's premises for any extended period of time indoors (a guideline to 'extended' is more than 30 minutes). In addition, Leica does not permit children to be in restricted access areas at any

time (e.g., warehouse areas). In the interest of fairness to all employees, this policy applies to all employees, whether or not they are provided with an office. If required, the manager will direct the employee to remove the child from the workplace. It is each employee's responsibility to supervise the children under their care.

Please note children will be allowed in designated areas in the workplace for extended periods of time for company sponsored events such as "Take Our Kids to Work Day" or Leica's Children's Christmas Party (if held on site). Nevertheless, employees are responsible to ensure that the children they bring to these events are supervised at all times.

Appropriate Dress in the Workplace

Leica strives to project a professional image and atmosphere to our customers and visitors, while at the same time ensuring our employees are comfortable and feel positive about their work environment. Leica often has visitors, and to that end, Leica has adopted a dress code that meets both business and employee needs by combining 'business casual' and 'casual' attire. Notwithstanding the foregoing, an employee may be required to formal wear business attire from time to time in the workplace as and when deemed appropriate by the employee or manager.

If an employee is in any doubt as to the appropriateness of a particular garment for the workplace, that employee should not wear that garment unless he/she checks with their manager or Human Resources on its appropriateness.

In addition to being properly attired, all employees must practice good personal hygiene at all times. Any employee who reports to work without good personal hygiene may be sent home and directed to report to work with good personal hygiene.

Housekeeping at Leica

Lunchroom facilities are available at both the Manitoba and Ontario facilities. The Company provides refrigeration, microwaves, ice machines and coffee machines for the use of employees and visitors to Leica. Please remember to clean up after yourselves.

Changes in Personal Data

During your career at Leica, there will likely be changes in your personal information (i.e., change of residence, name, marital or family status). Often these personal changes impact your enrollment in any number of Leica programs and so we ask that you advise us of any personal information changes, by going into Focal Point.

Should you have a question about the type of changes we need to be advised of, please contact Human Resources.

Smoking in the Workplace

In keeping with our wellness philosophy, all of Leica's sites are smoke free.

If you have any questions, please speak with your manager or Human Resources.

Drugs and Alcohol in the Workplace

Leica is committed to ensuring a safe, healthy, productive and efficient work environment for its employees. It is, therefore, important that our customers and the public have confidence in how we conduct business at Leica.

Alcohol

While it is the general expectation that alcohol will not be consumed by employees while on Company property or during working hours due to Health and Safety considerations, it is recognized that in special circumstances, moderate consumption of alcohol may be acceptable. On Leica premises this would be limited to events sanctioned by Leica management (e.g. a reception for Leica staff or customers to mark a special occasion). Employees may consume alcohol off Leica premises during business events, such as sales or marketing teams who are participating with customers in an activity related to a Leica initiative (e.g. a reception at a trade show or a dinner with a customer). In each and every case, it is Leica's expectation that employees will not consume alcohol such that either their safety or that of third parties is put at risk. It is further Leica's expectation that employees will not consume alcohol such that their ability to represent Leica in a professional and competent fashion is impaired in any manner. Consumption of alcohol in a responsible and appropriate fashion requires each employee to exercise good judgment. In cases where such good judgment has not been exercised, Leica reserves the right to respond with a variety of actions or sanctions which may include counselling, prohibitions on further consumption of alcohol during business events or discipline up to and including termination as Leica deems necessary.

Employees must not manufacture, store, possess, transfer, distribute, or sell, alcohol while on Company property and/or during working hours.

Unauthorized Drugs

Employees must not manufacture, store, possess, transfer, distribute, sell, purchase, use, or be under the influence of, any unauthorized drugs while on Company property and/or during working hours.

"Unauthorized Drugs" include, but are not limited to, all controlled substances or precursors thereto, as well as all legally prescribed, over the counter or home-made drugs which are illegally obtained, used contrary to physician's or manufacturer's directions, used for an improper purpose or abused in any way when impairment of the user may result.

Authorized Drugs

Employees must not use or be under the influence of any authorized drug that may have the effect of adversely altering the employee's behaviour, physical ability or mental ability while on Company property or during working hours. Employees must immediately report to their manager and Human Resources the use of any such authorized drug before starting work.

If the employee does not report to Human Resources upon receipt of such a report, the manager must notify Human Resources who, after employee consent and consultation with the employee's physician, will determine the appropriate accommodation required.

"Authorized drugs" include, but are not limited to, all legally prescribed and over-the-counter drugs used for the treatment of a current specific medical or emotional condition which are legally obtained, used in accordance with physician's or manufacturer's direction, and used for the purpose for which they were manufactured.

Drug Paraphernalia

Employees must not manufacture, store, possess, transfer, distribute, sell, purchase or use any drug paraphernalia while on Company property and/or during working hours.

Application

Any employee found in violation of any provision of this policy will generally be subject to disciplinary action up to and including termination of employment for cause and/or may be required to satisfactorily complete a substance use/abuse counseling or rehabilitation program as a continued condition of employment.

Leica reserves the right (subject to Ontario's *Human Rights Code* and the Manitoba *Human Rights Code*) to require that an employee submit to drug/alcohol testing, if it reasonably suspects that the employee may be under the influence of alcohol or drugs while on Company property or during working hours. Failure by an employee to submit to this testing may result in disciplinary action, up to and including termination of employment for cause.

Leica will, in appropriate circumstances, accommodate an employee with a drug and/or alcohol dependency. Such accommodation may include an unpaid leave of absence for the employee to obtain appropriate treatment and rehabilitation.

If an employee suspects that he/she has an alcohol and/or drug dependency, that employee should promptly seek professional advice and follow appropriate treatment before performance or other related problems occur. No employee will be disciplined or terminated because he/she voluntarily requests the assistance of Leica in overcoming an alcohol and/or drug dependency. However, an employee who refuses to undergo appropriate treatment and rehabilitation, after a formal medical recommendation to do so, will be subject to disciplinary action up to and including termination of employment for cause.

An employee's request for, and involvement in, a rehabilitation program under this policy will be held in the strictest confidence by those employees who have a business right or need to know. Every effort will be made to protect an employee's privacy.

Leica reserves the right to report any violators of this policy to the appropriate law enforcement agency. Any alcohol, unauthorized drugs or drug paraphernalia confiscated by Leica will be surrendered to the appropriate law enforcement agency.

For the purposes of this policy, Leica considers its property to include all Company supplied vehicles and/or other equipment.

Computer/Technology Usage

Policy

This policy sets forth Leica's policy regarding the use of its electronic communications systems ("systems"), which include but are not limited to electronic mail, voice mail, facsimiles, computers and related equipment, the intranet, and the Internet and the World Wide Web. All those who use Leica's systems agree by such use to comply with the rules outlined in this policy. Use of Leica's systems is a privilege that may be revoked in Leica's sole discretion, and one that automatically terminates upon your departure from Leica.

Ownership of Information and Employee Responsibility

Leica's systems and all information stored on them are Leica property. All information and messages that are created, sent, received, accessed, or stored using Leica's systems constitute Leica records. Leica owns all information on its systems as well as all information related to Leica business stored on your own personal computer. Upon employment, each individual permitted to use Leica's computer network becomes responsible for protecting the resources and data over which he or she has control. This includes protection of physical property and electronic data, regardless of how the data is collected or stored. The unauthorized use, modification, or destruction of data or other computing resources is prohibited. Employees must respect the rights of other computer network users. Knowingly accessing or sharing data files without the owner's permission is prohibited. It is the employee responsibility to report loss of, or damage to, any Leica computer or information. Individual users are also responsible for their own computer files and protecting Leica passwords. Users should not circumvent normal resource limits, logon procedures, or security provisions.

Business Use

Leica's systems are provided at Leica's expense and should be used to conduct Leica business. Your use of Leica's systems should not interfere with the performance of your job or with others' performance of their jobs, should not otherwise interfere with Leica business, and should not otherwise violate this Policy or other Leica policies.

Security of Electronic Communications

Because electronic communications are not inherently secure, you should not send confidential, proprietary, or sensitive information to third parties through e-mail, the Internet, or the World Wide Web without prior authorization from your supervisor/manager or without first encrypting such messages using Leica-authorized encryption.

No Presumption of Privacy / Leica's Right to Monitor Messages

Communications on Leica's systems are not private. Any passwords or user IDs used to access Leica's systems are designed to protect Leica's confidential information from outside third parties, not to provide users of Leica's systems with personal privacy in the messages. You should also recognize that all connections and sites you visit in surfing the Internet and World Wide Web may be monitored and recorded. Leica reserves the rights to monitor, access, retrieve, and read all messages created, sent, accessed, received, or stored on Leica's systems without prior notice to the originators and recipients of such messages. Leica may also disclose such messages to law enforcement officials, to other third parties when Leica is legally required to do so, and to third parties and authorized Leica personnel where required for business purposes. Without limitation to the above, Leica also reserves the right to monitor chat rooms and newsgroups, and may examine any material you have uploaded from or downloaded to any of Leica's systems. Leica may at any time monitor, access, retrieve, read, and disclose your electronic communications involving any of Leica's systems under the following circumstances:

- When Leica has a legitimate business need to do so
- When Leica suspects that a Leica systems user has engaged, or is about to engage, in inappropriate conduct using any of Leica's systems, including violating this policy or any other Leica policy
- When required by law, by legal duties to third parties, or in order to protect Leica's own interests
- When the Leica systems user in question is unavailable (e.g., ill, on vacation or leave, no longer working for Leica)

Leica reserves the right to keep your e-mail address active for a reasonable period of time following your departure from Leica to ensure that important business communications reach Leica.

Message Restrictions

Communications on Leica's systems may not contain content that a reasonable person would consider to be defamatory, offensive, profane, abusive, obscene, threatening, harassing, disruptive, or derogatory, including but not limited to sexual comments or images, racial or ethnic slurs, or other comments or images that would reasonably offend someone on the basis of race, color, religion, national origin, citizenship status, veterans' status, sex, sexual orientation, marital status, disability, age, or any other characteristic protected by law.

Prohibited Activities

You may not use Leica's systems to:

- Upload, download, or otherwise transmit copyrighted, trademarked, or patented material; trade secrets; or other confidential, private, or proprietary information or materials in violation of the law
- Upload, download, or otherwise transmit any illegal information or materials, or otherwise engage in any illegal activity
- Upload, download, access, create, distribute, or otherwise transmit sexually explicit materials
- Upload, download, access, create, distribute or otherwise transmit materials that advocate violence, hatred, or discrimination toward other people
- Gain unauthorized access to remote computers or other systems, or damage, alter, or disrupt such computers or systems in any way
- Use someone else's code or password, or disclose anyone's code or password, including your own
- Create, distribute, or otherwise transmit chain letters, junk e-mail or faxes, or any other electronic communications that could constitute a nuisance or violate the law;
- Falsify addressing information to conceal the sender's or recipient's identity or otherwise create or distribute anonymous messages
- Enable unauthorized third parties to have access to or use Leica's systems, or otherwise jeopardize the security of Leica's systems
- Pass off your views as representing those of Leica or commit Leica to a particular position without appropriate authorization
- Post information, opinions, or comments to Internet discussion groups, subscriber lists, and other such forums unless such postings are related to a legitimate business activity of Leica; are professional (e.g., must not disparage a competitor or competitor product), accurate, and not contrary to any Leica interests or policy; and do not contain confidential or otherwise inappropriate details about Leica product plans, customers, or technology
- Additionally, you may not use any non-Leica authorized encryption in connection with any of Leica's systems
- Send inappropriate jokes or other offensive communications; political causes; football pools or other sorts of gambling; subscription lists for non-Leica purposes; or solicitations or advertisements for non-Leica purposes

Message Creation

Although electronic communications seem transitory, like a phone call, they are in fact remarkably permanent. Because creating electronic messages is very much like using electronic

letterhead that carries your name and Leica's name, you must use great care in creating and transmitting messages on Leica's systems. Even when a message has been deleted, it may still exist on a back-up system, may be recreated, may have been printed out, may have been forwarded to someone else, or may have been viewed by someone other than your intended recipient (whose own e-mail communications may be monitored by an employer, for example). The electronic messages that you are creating today may some day have to be produced by Leica in connection with a lawsuit. Always remember that all of your electronic communications reflect on Leica, despite any disclaimers that you may make.

Record Retention and Deletion

As with paper documents that you create and receive, it is your responsibility to ensure that electronic messages are saved or deleted according to Leica's record retention policies. Any related questions should be directed to your supervisor/manager.

Viruses and Tampering

Any files downloaded from the Internet, attachments to e-mail messages, and computer disks received from non-Leica sources must be scanned with virus detection software before installation, execution, or use. Introduction of viruses, attempts to breach system security, or other malicious tampering with regard to any of Leica's systems are expressly prohibited. You must immediately report any viruses, tampering, or other breaches of any of Leica's systems to your supervisor/manager.

Selling and Purchasing

Leica's standard purchase and sales policies apply to all purchase and sales related activities conducted via Leica's systems. Absent permission from your supervisor/manager, you may not use Leica resources to pay Internet/World Wide Web subscription fees or access charges, including but not limited to independent Internet service provider subscription fees.

Monitoring

Keep in mind that computers and related software and equipment are Company property. To prevent problems and protect us from liability, Leica reserves the right to examine all files, e-mail directories and other information stored on our computers, tapes and disks.

Violations

Employees should report any violations of this policy to their Supervisor. Violations of this policy, including breaches of confidentiality or security, may result in suspension of systems privileges and disciplinary action, up to and including termination. To the extent that violations of this policy may also constitute violations of other Leica policies or various laws, Leica reserves the right to take additional action in accordance with such policies or laws. Leica reserves the right to hold you personally liable for any violations of this policy.

Any employee who fails to comply with this policy will be subject to serious disciplinary action, up to and including immediate termination of employment for cause.

Cell Phone Use/Use of Handheld Devices

Purpose

To provide guidelines on proper cell phone use and use of handheld devices and etiquette.

Policy

1. To assist you with your job, we may provide you with either a cell phone or a handheld device or an allowance. This device is to be used for business purposes only and not for personal calls.
2. We expect you to use your cell phone or a handheld device responsibly. This includes not driving while on the phone, even if you have a hands-free phone or a headset. If you receive a phone call while you are driving, either let it go to voice mail or refrain from answering it until you are safely pulled over. No call is important enough to compromise either your safety or the safety of others.
3. You are responsible for any tickets that you receive for traffic offences relating to your use of the cell phone or a handheld device while driving.
4. Please observe good cell phone or handheld device etiquette:
 - If you are meeting with others, turn your cell phone or a handheld device off. If you take a call during a meeting, you're sending a message to the others that you do not respect them or value their time or that they are not as important as the person who has called
 - If there is a call you absolutely must take (which should be rare), advise the people you are meeting with in advance that you must take the call. Set the phone to vibrate and when it rings, excuse yourself from the room while you take the call. Keep the call as brief as possible
 - Cellular transmissions can be intercepted by others and are not confidential. Accordingly, do not engage in confidential or sensitive discussions on a cell phone
 - When talking on a cell phone, do not disrupt the others around you. Move to a secluded spot and speak in a normal voice. There is no need to shout into the cell phone
 - Set your cell phone or a handheld device to a quiet, normal ring. Using songs to announce a call is unprofessional and annoying to others
 - Do not leave your cell phone or a handheld device turned on when you are in public places, such as restaurants and movie theatres
 - Above all, show consideration for others. Most people do not appreciate having someone's cell phone ring or enduring phone conversations unnecessarily

5. If you have a personal cell phone or a handheld device, please turn it off during working hours. Personal cell phones and handheld devices must be used responsibly during working hours
6. Camera phones may not be used to record confidential or proprietary information or to photograph Leica's employees or premises

Travel and Expense Reimbursement

Leica has extensive travel and reimbursement guidelines. These guidelines ensure reimbursement of all necessary and reasonable business expenses, while effectively managing our business travel costs. Furthermore, these guidelines have been designed to simplify the expense reporting and reimbursement process, protect our employees (e.g. safety, liability, and insurance) and minimize the frustrations often associated with business travel.

Expense reports must be approved by your manager before forwarding for reimbursement.

As with all our corporate guidelines, any special requirements or planned departure from the guideline should be reviewed and approved in advance by your manager.

For further information about these guidelines, please refer to Leica's "Travel and Entertainment" policy, which was provided to you upon hire or may also be found on Focal Point.

Educational Assistance, Tuition Reimbursement and Professional Designations/Association Memberships

Educational Assistance and Tuition Reimbursement

This policy excludes those programs, courses or conferences that Leica has required you to attend and/or complete as part of your work assignment or development plan.

Leica will reimburse the tuition paid by all regular full-time employees when taking approved accredited educational courses subject to, and in accordance with, the following terms and conditions:

1. Only regular full-time employees, who have completed at least six (6) months of continuous employment with Leica and who have a history of good performance, conduct and attendance, may apply for tuition reimbursement under this policy. Employees must not have received any written performance counseling within the twelve (12) months prior to the application for tuition assistance. Benefits may, however, be approved for courses that are remedial in nature and supportive of improved current performance.
2. Normally, approved courses shall be taken outside of the Employee's regularly scheduled working hours.

3. To be eligible for tuition reimbursement for an educational course, all of the following criteria must be met:
- (a) The educational course must be approved by your manager and reviewed by Human Resources;
 - (b) The employee must obtain the prior written approval of his/her manager before enrolling in the educational course and/or program and each situation should be reviewed by Human Resources. To do so, the employee must submit a written request to Human Resources. The written request must contain information about the course along with the expected start date and completion date of the course. The employee may also be required to provide his/her department manager and/or Human Resources with a copy of the course description before such course will be approved;
 - (c) The course must be offered by a fully accredited college, university, trade or technical school;
 - (d) The course must be, in the opinion of Leica's management, reasonably related to current or future employment with Leica. In particular, the course must be:
 - In a subject area that relates to the employee's current position at Leica or that will prepare him/her for more advanced positions within Leica if that course is not required to complete a degree or certificate program
 - Required to complete a degree or certificate program that is in a subject area that relates to the employee's current position at Leica or that will prepare him/her for more advanced positions within Leica if that course itself is not in a subject area that relates to employment with Leica. For example, if an employee is pursuing a degree in computer programming, he/she may be required to take an English composition course
 - (e) The employee must provide an itemized receipt to Human Resources, within thirty (30) calendar days after the end of the approved educational course, from the institution from which the employee took the course showing the actual amount of the tuition that the employee paid for such course;
 - (f) The cost of fees including, but not limited to, admission tests, periodicals, postage, parking, travel, lodging, meals, student activities, etc. will not be reimbursed;
 - (g) The employee must provide an official transcript to Human Resources within 30 calendar days after the end of the approved educational course or as soon as results are received, from the institution from which the employee took the course showing that he/she has successfully completed such course by obtaining a passing grade;

- (h) Between the date of the approval of the employee's request for tuition reimbursement and the date that the tuition reimbursement is made to the employee, the employee must remain a regular full-time employee of Leica and must continue to have good performance, conduct and attendance; and
 - (i) The employee must not terminate his/her employment with Leica at any time during the 24-month period following the date that the tuition reimbursement is made to him/her. The employee will be required to sign a Promissory Note.
- 4. If eligible for tuition reimbursement for a specific course and upon receipt of the itemized receipt and official transcript required above in respect of that course, Leica will reimburse 100% of the tuition for that course upon successful completion.
- 5. Upon receipt of tuition reimbursement for a specific course, an employee must sign a Tuition Reimbursement Promissory Note indicating that the employee will immediately repay to Leica the amount of all tuition reimbursement that the employee received from Leica under Paragraph 3 above if the employee leaves within 24 months of receiving the reimbursement. This Tuition Reimbursement Promissory Note will state that Leica may deduct such amount from the employee's final paycheque to the extent allowable by law.
- 6. If an Employee voluntarily withdraws from a course before completing it, he/she will not be eligible for refund of any part of the cost incurred. However, if an Employee's work schedule changes at the Company's request and he/she must withdraw from a previously approved course, the immediate supervisor, with concurrence from the Human Resource Department, may approve reimbursement if it is deemed appropriate under the circumstances.

Note: While the program/course taken can qualify someone to earn a Professional Designation, any expense incurred applying for, or renewing, such designation is the responsibility of the individual.

Note: If you would like to take a course or program and there are extenuating circumstances that prevent you from doing so, please see your manager or your Human Resources consultant.

Professional Designations/Association Memberships

Leica will directly pay for the costs of you taking required qualification courses, including designation exams to attain your professional designation, provided that designation is related to your current or future work at Leica.

Section

6

Discipline and Termination

Section 6 at a Glance.....

- Employee discipline
- Termination
- Temporary layoff
- Resignation

Employee Progressive Disciplinary Action

Purpose

To help ensure an efficient, productive and harmonious working environment, Leica has implemented a progressive discipline system. It is designed to let you know what is expected of you so that you can meet those expectations.

Policy

1. General

- (1) If you violate our policies, you may be subjected to discipline or termination.
- (2) Leica reserves the right to determine the appropriate level of discipline at all times.

2. Disciplinary Measures

- (1) Our disciplinary measures include:
 - (a) *Verbal warnings:* You will be counseled verbally as to the nature of the infraction and the action you must take to correct it. Verbal warnings will be recorded in your file.
 - (b) *Written warnings:* You will be given a written warning that will list the nature of the infraction and the action necessary to correct it.
 - (c) *Suspensions:* You may be suspended from your employment without pay for one to five days, depending on the severity of the misconduct. You may not use vacation days or lieu time to cover the period of suspension.
 - (d) *Termination for cause:* If reasonable efforts to change your conduct fail, or if you commit a Level Three infraction, we may terminate your employment for just cause. If we terminate your employment for just cause, you will not be entitled to notice of termination, pay in lieu of notice or severance pay.
- (2) The type of discipline imposed will depend on the nature of the problem and your disciplinary record. If the matter is serious, we may proceed to a higher level of discipline or termination.
- (3) Your employment may be terminated for cause if repeated efforts to correct your conduct fail or you have committed a first offence of a serious nature.
- (4) All forms of discipline will become a permanent part of your file. You will have an opportunity to make comments regarding the discipline. If you refuse to sign the

discipline notice, we will mark it as “refused to sign” but you will still be bound by it.

- (5) Where circumstances warrant, we may place an acknowledgement of improvement in your file, but the disciplinary record will remain.

3. Infraction Levels

- (1) For greater clarity, we have established general guidelines as to what types of conduct warrant disciplinary sanctions. These are examples only and should not be considered an exhaustive list of all possible disciplinary matters.
- (2) Please note: We may proceed to a higher level of discipline even if the infractions are different. For example, if you were to violate our dress code policy on one occasion, and interfere with the work of others at a later date, we might apply a higher level of discipline to the second infraction, even though they were both Level One infractions.

Level One Infractions

Level One infractions are less serious. Disciplinary measures for these types of infractions will generally progress from verbal warnings to written warnings, to suspensions and ultimately to a termination for cause for repeated violations. If the misconduct is serious enough, we may proceed to a higher level of discipline immediately.

Examples of Level One infractions include but are not limited to:

- unauthorized absenteeism and lateness
- failing to abide by our dress code policy
- leaving work without authorization, including leaving before the end of a shift or not being ready to work at the beginning of a shift
- interfering with the work of others, including excessive non-work related conversations, e-mails etc.
- poor productivity and work quality, including failing to meet acceptable job standards and inattention to your job duties
- failure to maintain your work area, including tidiness and sanitary conditions
- engaging in excessive personal activities during working hours
- being on Company premises or bringing guests to the workplace without a legitimate reason, in a manner that is disruptive to others

Level Two Infractions

Level Two infractions are moderate violations for which we will generally apply more serious discipline, such as a written warning or suspension. If the misconduct is serious enough, we may immediately proceed to a higher level of discipline.

Examples of Level Two infractions include but are not limited to:

- dishonesty
- insubordination, including failure to abide by a reasonable workplace directive
- disorderly conduct on Company property
- abuse of Company e-mail and Internet access
- malicious gossip and spreading rumours about other employees
- serious failure to attend to job duties, which causes or may cause a disruption to productivity, loss or damage to equipment or any other disruption

Level Three Infractions

Level Three infractions are the most serious violations. In most instances, we will either suspend or fire an employee who commits a Level Three infraction.

Examples of Level Three infractions include but are not limited to:

- code of conduct violations
- possession of weapons, including firearms and knives, on Company property
- willful destruction of Company property
- failing to comply with Company security procedures
- violent behaviour, including fighting and making threatening statements
- harassment or bullying
- health and safety violations
- job abandonment, including failing to return to work after a scheduled absence (such as a vacation or sick leave) and failing to report to work as scheduled, without a reasonable excuse or without notifying Leica
- failing to comply with Company requests for documents in support of an absence from work, such as medical notes
- falsifying work records
- time theft, which includes excessive amounts of personal computer while on Company time
- theft or misappropriation of Company property, documents and trade secrets

- violation of our conflict of interest and confidentiality policies
- possessing or consuming alcohol or illicit drugs in the workplace
- visiting pornographic websites

Termination

Purpose

While we wish to avoid terminating employees, there may be times when it is necessary. This policy outlines the considerations applicable to employee termination.

Policy

1. If we terminate your employment without having legal cause to do so, we will provide you with a termination package. If you have signed an employment agreement, the termination package will be in accordance with the terms of your employment agreement.
2. We may terminate your employment without notice or payment in lieu of notice, if your conduct constitutes just cause for dismissal, as defined by this policy, your employment agreement or by law.
3. Just cause includes but is not limited to:
 - failing to abide by our employment policies
 - unacceptable performance standards
 - dishonesty, theft or misappropriation of Company property
 - intentional destruction, improper use or abuse of Company property
 - falsifying records
 - assaulting or endangering others
 - obscene conduct on Company property or during work-related functions
 - harassment of your co-workers, supervisors, managers, suppliers or clients of Leica
 - insubordination
4. Immediately upon termination, you must return all property belonging to Leica. You may not retain, reproduce or use any confidential or proprietary information or property belonging to us.
5. If you resign from your employment, we may ask to meet with you in an exit interview to better understand your reasons for leaving.

Temporary Layoff

Purpose

To outline the conditions pursuant to which employee may be temporarily laid off.

Policy

1. While we hope that it will not be necessary, there may be times when we will have to lay off employees temporarily.
2. Temporary Layoffs will be conducted in accordance with the provisions of the Ontario *Employment Standards Act*, 2000, as amended ("ESA") and the Manitoba *Employment Standards Code* ("ESC").
3. Our decision with respect to who will be laid off and for how long will be based on the needs of our organization and may or may not take seniority into consideration.
4. We will provide you with a Record of Employment as required, so that you may apply for employment insurance benefits, if you are eligible.
5. You are required to keep us apprised of any changes to your address or telephone number while on temporary layoff. If you fail to notify us of changes, you may be considered to have abandoned your recall rights and your position.
6. If you do not return to work within the period stipulated in the ESA and ESC after being recalled, you will not be entitled to any notice of termination or termination pay.
7. If your layoff continues for more than the temporary layoff period outlined in the ESA and ESC, it will become a termination and you will receive appropriate termination entitlements.

Resignation

Purpose

To establish a formal procedure for employee resignations.

Policy

8. If you wish to resign from your employment, we require at least two (2) weeks written notice. If you are in a management position, we require at least four (4) weeks written notice.
9. In order to resign, Leica requires a letter of resignation providing your reasons for resignation. You are also required to participate in an exit interview, so that we may obtain important feedback from you and so that you may ask any questions you may have about the finalization of your employment.

10. If you fail to provide adequate notice, you will only receive outstanding wages, vacation pay or overtime pay that accrued to the date that you resign. Failure to provide adequate notice of termination will be recorded in your personnel file and may result in the denial of future employment with Leica. It may also be reflected in any reference we are asked to provide on your behalf.
11. We may, at our discretion, choose not to have you continue working during the notice period. If we choose not to continue your employment, we will pay you to the end of the notice period outlined in paragraph one above.
12. You are required to return any property belonging to Leica (e.g., computer, cell phones etc.) before your final day of work.

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Canada Vacation Request Form

For vacation requests under the Vacation Policy.

Employee Name: _____

Position: _____

Manager Name: _____

Date: _____

Vacation Dates Requested

Vacation Start Date	Vacation End Date	Total Vacation Days	Approved

Initials of Manager

Signature of Employee

Date

Approval:

Signature of Manager

Date

Vacations must be scheduled in advance and with prior written approval by your manager. This Vacation Request Form must be submitted to your manager for approval with as much advanced notice as possible. Your manager will attempt to grant your vacation request at the time you wish to take it, subject to business needs.

Canada Straight Time and Lieu Time Request Form

For straight time and lieu time requests under the Overtime Policy.

Employee Name: _____

Position: _____

Province: _____

Manager Name: _____

Date: _____

Straight Time and Lieu Time Dates Requested

Date of Time Off	Number of Hours	Approved

Initials of Manager

Signature of Employee

Date

Approval:

Signature of Manager

Date

Ontario employees earn straight time at 1 hour for each hour of straight time worked. Manitoba employees earn lieu time at 1.5 hours for each hour of lieu time worked. Time off for straight time or lieu time must be scheduled in advance and with prior written approval by your manager. This Straight Time and Lieu time Request Form must be submitted to your manager for approval with as much advanced notice as possible. Straight time or lieu time must be taken during your regular working hours at a time that makes good business sense for your business area.

Canada Harassment and Discrimination Complaint Form

For Complaints made under the Harassment and Discrimination Policy

<u>Complainant Information</u>	
Name:	
Job Title:	
Department:	
Name(s) of the Individual(s) the Complaint is About:	
Description of the Harassment or Discrimination: <i>Include as much information as possible, including dates, times, places and conduct you are complaining about. Attach additional sheets if necessary.</i>	
If the Harassment or Discrimination may be Based on a Protected Ground, List the Protected Ground(s): <i>The Protected Grounds include race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, and disability. A record of offence is a prohibited ground only in Ontario.</i>	
Names of Witnesses: <i>This includes the names of any individuals who may have information about the complaint or who witnessed any incidents.</i>	
Other Information: <i>Include any additional information you have including whether you have brought any of these incidents to the attention of employees, supervisors or managers and whether you have mentioned anything to the individual(s) whom the complaint is about.</i>	
_____ Employee Signature	_____ Date

Canada Violence Complaint Form

For Complaints made under the Violence in the Workplace Policy

<u>Complainant Information</u>	
Name:	
Job Title:	
Department:	
Name(s) of the Individual(s) the Complaint is About:	
Description of the Workplace Violence or Domestic Violence Incident(s): <i>Include as much information as possible, including dates, times, places and conduct you are complaining about. Attach additional sheets if necessary.</i>	
Did any Working Condition Contribute or Cause the Incident(s)?	
Names of Witnesses: <i>This includes the names of any individuals who may have information about the complaint or who witnessed any incidents.</i>	
Other Information: <i>Include any additional information you have including whether you have brought any of these incidents to the attention of employees, supervisors or managers and whether you have mentioned anything to the individual(s) whom the complaint is about.</i>	
_____ Employee Signature	_____ Date

Canada Violence Incident Report Form

<u>Complainant Information</u>	
Name:	
Job Title:	
Department:	
Date of Incident:	Time of Incident:
Type of Incident Physical <input type="checkbox"/> Verbal <input type="checkbox"/> Other <input type="checkbox"/>	
Description of Incident:	
Location of Incident:	
Allegations made by Complainant:	
Medical Attention required (Please provide details):	
Police Called Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide details:	WSIB report issued: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide details:
Investigation conducted Yes <input type="checkbox"/> No <input type="checkbox"/> Names of investigators involved:	Reported to Manager Yes <input type="checkbox"/> No <input type="checkbox"/> Name of Manager:

<u>Respondent Information</u>			
Employee <input type="checkbox"/>		Customer <input type="checkbox"/>	Visitor <input type="checkbox"/>
Former employee <input type="checkbox"/>		Supplier <input type="checkbox"/>	
Other <input type="checkbox"/> (please specify) _____			
Male <input type="checkbox"/>		Female <input type="checkbox"/>	
Age	Weight	Height	Complexion
Name (<i>if known</i>):			
Job Title (<i>if employee</i>):			
Department (<i>if employee</i>):			
Respondent's Response to Allegations:			
Has the Respondent been involved in any previous incidents with employees? If yes, provide details.			
Did any working condition contribute to the incident?			
Names of witnesses:			
1.		3.	
2.		4.	
Please provide any other information you think is relevant:			
_____		_____	
Date		Signature	
Job Title:		Print Name:	

Canada Employee Handbook Acknowledgment Form

I have received a copy of Leica's "Employee Handbook" and have reviewed it carefully. I understand these policies and agree to abide by them. I agree that if there is any policy which I do not fully understand, I will seek clarification from Leica.

I understand that these policies are constantly being evaluated and that they may be revised or added to from time to time. I understand that choosing to remain with Leica after being given reasonable notice of such changes means that I have accepted these changes and agree to abide by them.

I also understand that if I violate Leica's policies I may be disciplined or terminated.

By signing this Employee Acknowledgment Form, I agree to abide by the policies and procedures contained in this Employee Handbook. In particular, I am aware of the Company's Discrimination, Harassment and Violence in the Workplace policies, its Employee Progressive Disciplinary Action policy as well as Danaher's Standards of Conduct and acknowledge that a failure to abide by these policies and procedures may result in disciplinary action and/or dismissal.

By my signature below, I acknowledge and agree that during my employment with Leica, I will take my yearly vacation time during the year in which I earn it and I acknowledge and agree that this is to my benefit. Furthermore, by my signature below, I authorize Leica to pay me my vacation pay entitlement associated with the wages earned during each pay period on each corresponding paycheque. I understand this means that when I actually take my vacation time, I will not be receiving any vacation pay or other compensation from Leica.

By my signature below, I agree that any straight time or lieu time that I work will be taken as paid time off from work. This time off from work must be approved by my manager and must be taken within 3 months from when it is earned.

Please note that failure or refusal to sign the Employee Acknowledgment will not release an employee from being bound by the policies contained in this Employee Handbook. All employees, by virtue of their acceptance of employment with the Company, are bound by the policies contained herein.

Note: Please return this form to your manager, to be put into your human resources file.

Employee Name: _____ **Position:** _____

Manager: _____ **Date:** _____