



SOURCE	<i>Atomic</i>		
EFF.	<i>90</i>	<i>06</i>	<i>01</i>
TERM.	<i>92 03 31</i>		
No. OF EMPLOYEES	<i>375</i>		
NO. DE D'EMPLOYÉS	<i>D.L.</i>		

# AGREEMENT

- between -

**ATOMIC ENERGY OF CANADA LIMITED  
(Chalk River Nuclear Laboratories)**

and

**The Several Unions Listed Herein**

through

**The Atomic Energy Allied Council (CRNL)**

**AFL-CIO, CLC and CFL**

for the period

1990 June 01 - 1992 March 31

Chalk River, Ontario

1990 April

*0639204*

**AGREEMENT**

**between**

**ATOMIC ENERGY OF CANADA LIMITED**

**and**

**THE SEVERAL UNIONS LISTED HEREIN**

**through**

**THE ATOMIC ENERGY ALLIED COUNCIL (CRNL)  
AFL-CIO, CLC AND CFL**

**for the period**

**1990 June 01 - 1992 March 31**

**1990 APRIL**

The Name of the Union Shop Steward in your working area is:

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A G R E E M E N T

- between -

ATOMIC ENERGY OF CANADA LIMITED

- and -

Local 93 of the United Brotherhood of Carpenters and Joiners of America ✓  
Local 742 of the International Brotherhood of Electrical Workers ✓  
Local 920 of the International Union of Operating Engineers ✓  
Local Lodge 1522 of the International Association of Machinists and Aerospace Workers ✓  
Local 71 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada ✓  
Teamsters, Chauffeurs, Warehousemen and Helpers Local Union 91, Affiliated with International Brotherhood of Teamsters ✓  
Local 327 of the Sheet Metal Workers International Association ✓  
Local 200 of the International Brotherhood of Painters and Allied Trades ✓

- through -

THE ATOMIC ENERGY ALLIED COUNCIL  
AFL-CIO, CLC and CFL



**A G R E E M E N T**

**BETWEEN:**

**ATOMIC ENERGY OF CANADA LIMITED**

a Company incorporated pursuant to  
the Atomic Energy Control Act,

hereinafter known as "the Company"

- and -

**THE SEVERAL UNIONS LISTED ON  
PAGE ONE**

- through -

**THE ATOMIC ENERGY ALLIED COUNCIL  
AFL-CIO, CLC and CFL**

hereinafter known as "the Council"

WHEREAS the Company and the Council and the Unions have a common understanding and sympathetic interest in the progress of the Chalk River Nuclear Laboratories; therefore, a working system and harmonious relations are necessary to maintain a good relationship between the Company, the Council, the Unions and the Canadian Public. Progress in the Atomic Energy program demands a mutuality of confidence between the Company, the Council, and the Unions. All will benefit by a continuous peace, by a workplace free of harassment and discrimination, and by adjusting any differences by rational methods. Now therefore this Agreement witnesseth and it is hereby agreed between the parties hereto as follows:

ARTICLE 1 - RECOGNITION

1.01 The several Unions, parties to this Agreement, have been certified by the Canada Labour Relations Board or recognized by the Company by letter as bargaining agents for certain employees of the Company at Chalk River and Deep River.

1.02 The several Unions having constituted an administrative organization known as the Atomic Energy Allied Council, AFL-CIO, CLC and CFL have authorized the said Council to become a party to this Agreement and to function on behalf of each of the said Unions for the purpose of administering this Agreement and negotiating renewals or changes in it from time to time, and have delegated to the said Council authority to act on behalf of each of the said Unions with respect to the several matters indicated by the provisions of this Agreement.

1.03 This Collective Agreement covers all full time, ~~part-time~~ and short term employees of the Company at Chalk River and ~~Deep River~~ except foremen and employees of higher rank, office staff, scientific staff, hospital nurses, students, and other employees not represented by the unions signatory to this agreement.

1.04 Part-time employees are those employees who work a portion of the standard hours for full time bargaining unit employees.

1.05 Short term employees are those employees who are hired to carry out special short term jobs which require them to observe the standard work week, but who cease to be employed when the job for which they are hired has been completed.

1.06 Working conditions, ~~benefits, leave, and overtime~~ administration for part-time and short term employees will be as specified under ~~SPP RCW-2.05.~~ *JSC* *JSC*

1.07 The masculine pronouns throughout this agreement refer equally to females and males.

ARTICLE 2 - ALLIED COUNCIL MEMBERSHIP

If any additional Union is later recognized or certified to represent a group of employees of the Company, or if any Union should be substituted for any one of the Unions party to this Agreement, the Council will, if it is appropriate, make provision for such Union to become a member of and to participate in the activities of the Council if the said Union agrees to the terms and conditions of membership in the Council.

### ARTICLE 3 - REPRESENTATIONAL DISPUTES

Any difficulty arising out of a representational dispute between any member Unions of the Council shall be adjusted by the Council in conformity with the regulations covering such matters made by the AFL-CIO, CLC and CFL and without interfering in any way with the Company's operations, and the several Unions agree that the Company will not be involved in any such dispute. However, in any case where the Council is unable to resolve any such dispute without delay, then the Company will specify by which of the claimant Unions the employee or employees concerned will be represented, and this will determine the matter until the Council reports to the Company that it has been resolved, either by agreement of the Unions concerned or pursuant to the regulations of the AFL-CIO, CLC and CFL.

### ARTICLE 4 - LEGISLATION

Should any provision of this Agreement be found to be in conflict with an applicable statute, then the parties shall meet and arrive at a satisfactory settlement of the provision in conformity with the statute; the remaining provisions shall continue to be operative and binding on both parties.

### ARTICLE 5 - NATIONAL SECURITY

In the event that an employee is discharged for national security reasons, the Company agrees to notify the President of the Council, and will divulge information on which the discharge is based to the extent possible by law.

### ARTICLE 6 - RESERVATION OF MANAGEMENT RIGHTS

The Council acknowledges that it is a function of the Company, subject to the provisions of this Agreement, to:

(a) Maintain order and efficiency, and to this end to make and alter from time to time reasonable rules and regulations to be observed by the employees. The Company agrees, however, to discuss changes in rules and regulations which apply to members of the bargaining units with the Council.

(b) Hire, retire, discharge, transfer, promote, demote, suspend, lay off, or discipline employees, provided that a claim of discriminatory promotion, demotion, transfer, or a claim that an employee has been discharged or disciplined without just

cause, including the extent of the penalty, may be the subject of a grievance, and dealt with in the grievance and arbitration procedures. In the interest of mutual understanding and the efficient administration of this function the Company agrees that in case of demotion, suspension, lay off or discharge, it will notify an Executive Officer of the Council, normally the President, and an Executive Officer of the Union concerned of the action taken and the reason for it.

(c) Generally manage the enterprise in which the Company is engaged, and without restricting the generality of the foregoing to determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedule of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of material and parts to be incorporated in the products produced.

#### ARTICLE 7 - COMPANY RULES

7.01 The Company will forward to the Secretary of the Council one copy and two copies to each member local of all General Notices and all Standard Policies and Procedures and amendments thereto, affecting members of the bargaining units, immediately they are issued.

7.02 New and revised Standard Policies and Procedures that affect working conditions will be discussed with the Council in advance of publication where this is practicable and, when issued, will be posted on bulletin boards by the Company for 10 working days.

#### ARTICLE 8 - UNION ACTIVITY

8.01 The Council and Unions agree that there will be no Union activity or meetings on Company premises except as provided for in this Agreement.

8.02 No Discrimination or Coercion by Company or Unions

There will be no discrimination, interference, restraint, intimidation or coercion exercised or practised by any representative of the Company or Unions with respect to any employee because of his participation or non-participation in Union activities.

8.03 **Permission, and Compensation, for Duties Performed As Union Representatives**

(a) The Company acknowledges that from time to time it will be necessary for employees serving as Council or Union Officers or Stewards to ~~leave their work~~ in order to perform functions provided for in this Agreement on behalf of the Council or a Union. The Council agrees that such employees will not leave their duties without first obtaining the permission of their immediate supervision. Permission will not be unreasonably withheld. On completion of the function for which permission to leave was granted, they will report to their immediate supervision before resuming work.

(b) In accordance with the above understanding, the Company will compensate Council and Union Officers and Stewards for the time spent in handling grievances of employees, to a reasonable amount of time in any week, at their regular rate of pay but this will not apply to time spent on such matters outside of their regular working hours.

8.04 **Non-Employee Union Representatives on the Plant**

Designated non-employee representatives of member Unions requiring to visit CRNL in connection with this Agreement will be allowed to do so, but the visit must be confined to the specific purpose and areas for which permission is granted.

8.05 **Leave of Absence for Union Business**

(a) Leave of absence without pay to a reasonable extent each year shall be allowed for the Executive Officers of the Council and for a reasonable number of members of each of the signatory Unions, at any one time, for the purpose of ~~participation in training courses or attending to local Union business distant from the Plant, subject in each case to Plant conditions permitting.~~ Requests for such leave must be made in writing by an officer of the Union to the Manager, Employee Relations and Benefits, and should be submitted, where possible, at least 2 weeks in advance.

(b) Leave of absence without pay, for a period of up to approximately one year will be granted to employees elected or appointed to a full time Union office, provided that no more than two are on such leave at any one time. Requests for one year extensions during a (first) term of office will be considered, but leave without pay will in no case be granted to an employee for more than 4 consecutive years.

**8.06** Bulletin Boards

The Company agrees to provide bulletin boards for the use of member Unions, but no notice shall be placed on these boards by a Union without the permission of the Superintendent of the area in which the board is located.

**8.07** Protection of the Plant

If at any time the employees represented by any one of the several unions should engage in a stoppage of work the union concerned, the Council Executive and the Company will meet in advance to discuss how to ensure that Company property and long-term mutual interests are protected.

**8.08** Crossing Picket Lines

The Company will not expect an employee to cross a picket line if to do so would place his life, limb or personal property in jeopardy.

ARTICLE 9 - NO STRIKES OR LOCKOUTS

It is agreed that there shall be no strikes, walkouts, lockouts, slowdowns or other similar interruptions of work so long as this Agreement continues in force.

ARTICLE 10 - ~~MANAGEMENT-ALLIED~~ COUNCIL CO-OPERATIVE ~~HEALTH AND SAFETY COMMITTEE~~

10.01 The Company and the Council recognize that co-operation between the Company and the employees is indispensable to the accomplishment of the public purposes for which the Chalk River Nuclear Laboratories have been established.

10.02 In accordance with this declaration, the existing Co-operative Health and Safety Committee is reaffirmed. Council representation shall consist of one member from each of the Unions and two representatives from the Council. The Company shall have members at its discretion. A meeting will normally be held each month and the subjects for discussion shall be provided in writing to the Secretary of the Committee at least one week in advance of each meeting. Discussions will normally be limited to agenda items. Minutes of all meetings will be kept, and each meeting shall be limited to a period of no longer than two hour duration, except by mutual agreement.

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10.03 The Co-operative Section shall give consideration to matters of mutual interest to the Company and the Council affecting those employees covered by this Agreement, including the promotion of education and training, the betterment of employment conditions, changes that affect employees that cannot be dealt with effectively at the supervisory or Branch level, and matters affecting employee welfare.

10.04 The Safety Section shall give consideration to matters of safety of ~~mutual interest~~ to the Company and the Union, including the safeguarding of health and safety of employees and the workplace environment, and the prevention of hazards to life and property.

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ARTICLE 11 - APPRENTICES

The Company and the Council acknowledge that they have a mutual interest in the promotion of apprenticeship training and to this end agree to maintain a joint committee with equal representation (up to five members named by each of the Company and Council) to co-ordinate and participate in the selection and training of apprentices.

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ARTICLE 12 - GRIEVANCES

12.01 Definition of Employee Grievance

For the purpose of this Agreement, a grievance of employees is defined as a dispute or controversy between the Company and one or more of its employees which:

(a) Affects such employees in their work, pay or relations with the Company and arises under and by virtue of the application or interpretation of the provisions of this Agreement as to wages, hours, working conditions, or the terms of their employment, or

(b) Arises from alleged abuse of discretion by Company supervisors in their treatment of employees with respect to matters provided for in this Agreement, or

(c) Alleges that the Company has discriminated in respect of promotion, demotion, transfer, or has discharged or disciplined an employee without just cause except when the discharge is for reasons of national security or when the employee concerned is not on a seniority list. In the interests of mutual understanding and efficient administration the Company agrees that in cases of demotion, suspension, layoff or discharge, it will notify an Executive Officer of the Council, normally the President, and an Executive Officer of the Union concerned of the action taken and the reason for it.

12.02 General Grievance Regulations

(a) The word "days" as used in this Article shall mean working days, except as otherwise provided.

(b) The Company may request a more specific statement of a grievance or of subsequent replies if the statement or reply does not clearly and sufficiently state the problem or the reasons. The Council and Unions agree that the discussion on each grievance shall be limited to the subject specified in the written grievance as filed or as amended pursuant to the Company's request.

(c) Grievance forms shall be provided by the Council and triplicate copies shall be made of each grievance. After final disposition of a grievance is effected, the Company, the Union and the Council shall each have a copy.

(d) Employee grievances alleging improper application of Article 14.01(b) or (c) in a competition shall be submitted at Step 2 to the Manager of the Branch that conducted the competition, and thereafter dealt with under the Normal Employee Grievance Procedure.

(e) Any grievance not filed in writing with the foreman or supervisor within ten days after the employee and/or the Union has the opportunity to be aware of the incident, which is the basis of the grievance, shall be deemed to have been waived and shall not be considered. (Grievances relating to discharge or disciplinary suspension must be filed within five days - see Article 12.04(b).)

(f)(i) Failure to take any successive steps herein provided for, within the specified number of days from the day the written decision on the grievance is presented to the representative, shall be deemed as acceptance of such decision, as final.

(ii) Withdrawal of a grievance or failure to meet specified time limits will not bar or prejudice a subsequent grievance on a similar question.

(iii) If the Company representative fails to reply to a grievance within the specified time limit, at any step, the grievance may proceed to the next step.

(g) Wage or classification adjustments granted as a result of a presentation of a grievance shall not be made retroactive beyond the date on which the grievance was filed in writing at Step 2.



(h) The Company and the Council agree that no meeting shall last more than two hours.

(i) Any or all of the time limits applicable to grievance procedures may be extended by mutual agreement of the Union and the Company.

12.03 Normal **Employee Grievance Procedure**

The normal employee Grievance Procedure shall be as follows:

Step 1 Discussion of Complaint;

A complaint must be discussed orally with the foreman or supervisor by the aggrieved employee either alone or, at the request of the employee, in the presence of a Union representative. If the employee does not request the presence of a Union representative at this time, the representative shall have the opportunity of discussing the matter with the foreman or supervisor and the employee before proceeding to Step 2. In the event the complaint is not settled in this manner, it then becomes a grievance.

Step 2 Written Submission to Foreman or Supervisor;

(a) The grievance shall be reduced to writing on a standard grievance form in triplicate setting out the date of the events giving rise to the grievance, the names of any persons involved, other relevant facts and the remedial action requested. The grievance shall be signed by the employee and a Union representative and then presented to the foreman or supervisor by the Union representative.

(b) Within two days of receipt of a grievance a meeting shall be held with the Branch Manager or designate. The Branch Manager or designate shall write his decision on, sign and return the forms to the Union representative within two further days.

(c) Within two days after the Union representative has received an answer from the Branch Manager or designate, the grievance forms shall be returned to the Branch Manager by the Union representative appropriately marked as satisfactory or unsatisfactory.

Step 3 Company - Council:

(a) Should the reply in the second step be unsatisfactory to the Union, it will then refer the matter to the Council Executive which shall decide whether to process the grievance further. If the Council Executive decides to process further, then the local Union shall, within fifteen days of the date of the second step answer, submit a request, countersigned by a member of the Council Executive, for a Company-Council meeting within 20 days of the request.

(b) The Council will be represented by the Council Executive Officers. The aggrieved employee, his local Union representatives as necessary and a National or International representative of the Union concerned may attend.

(c) A written decision, addressed to the Council President, shall be made within ten days after the meeting. If a local Union initiated the grievance, a copy shall also be forwarded to the Union President.

(d) If no response is made by the Council to this decision within ten days, the grievance shall be considered as settled.

12.04 Discharge and Disciplinary Suspension Grievance Regulations

(a) In any case of discharge (except for reasons of national security) or disciplinary suspension, the employee shall be advised of the reason. In addition, an Executive Officer of the Union concerned and an Executive Officer of the Council (normally the President), shall be advised of the action taken and the reason for it, not later than the time the employee is informed of the action being taken.

(b) Cases of claimed unjust discharge or disciplinary suspension shall be final and not entitled to consideration or made the basis of a grievance unless filed within five days after the employee and his Union representative have received notification (or all reasonable steps have been taken to notify the employee) of the discharge or disciplinary action.

(c) It is understood that a layoff due to lack of work, or suspension of operations, in any part of the Chalk River Nuclear Laboratories does not constitute a discharge or disciplinary suspension.

(d) The sole question to be determined by the following procedures shall be whether or not the employee was discharged or suspended for just cause. If it is decided that the employee was wrongfully discharged or suspended, he shall be awarded reinstatement to his former job without loss of seniority and with full compensation for time loss at his regular wage rate, less any earnings received by him from other sources during the period of discharge or suspension. The grievance may also be settled by deciding that the discharge or suspension given was for just cause. It is also understood that such a grievance may be settled by deciding that the penalty given to the employee was excessive, and that he should be reinstated with partial compensation for time lost.

#### 12.05 Discharge Grievance Procedure

The grievance procedure in all cases of claimed wrongful discharge shall be as follows:

(a) The alleged grievance shall be reduced to writing, signed by the employee, and submitted to the Director, Human Resources Division, or other designated Company representative.

(b) A hearing shall be called by the Company. A National or International representative of the Union, and Executive Officer of the Council, local Union representatives as necessary, and the aggrieved employee may attend. If the employee, due to conditions beyond his control and through no fault of his own, is unable to present the grievance in person, his Union representative may act for him.

(c) The Company representative will submit a written decision to the Union representative within two days after the matter is presented to him.

(d) Should the decision be unsatisfactory to the Union, it will then refer the matter to the Council. A written Council reply shall be submitted to the Director, Human Resources Division, within five days, stating whether the decision is satisfactory or unsatisfactory.

#### 12.06 Disciplinary Suspension Grievance Procedure

The grievance procedure in all cases of claimed wrongful disciplinary suspension shall be as follows:

(a) The alleged grievance shall first be discussed by the employee with his foreman or supervisor. If the matter is not settled the alleged grievance shall be reduced to writing, signed by the employee, and submitted to his Branch Manager.

(b) The normal employee grievance procedure will thereafter apply, starting at Step 2. If the employee due to conditions beyond his control and through no fault of his own, is unable to present the grievance in person, his Union representative may act for him.

**12.07 Company Grievance Procedure**

(a) It is understood that the Company may request a meeting with the Council Officers for the purpose of presenting any complaint with respect to the conduct of the Council or of a member Union or may present such a complaint at any meeting held with the Council.

(b) If such a complaint by the Company is not settled it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

**12.08 Union or Council Grievance Procedure**

Any difference arising directly between a Union or the Council and the Company involving the interpretation or alleged violation of this Agreement that:

(a) cannot be dealt with under Article 12.03 or 12.04 because of the inability or refusal of an employee to submit a grievance, or

(b) concerns employees working under different foremen or supervisors may be submitted in writing by the Union or Council at the second step and dealt with as a normal grievance. It is understood that if the foremen or supervisors concerned are in different Branches but within the same Division, the grievance at Step 2 will be handled by the Division Manager; if they are in different Divisions the grievance will be handled by the Manager, Employee Relations and Benefits.

**ARTICLE 13 - ARBITRATION**

**13.01** Within ten days after a final decision or disagreement has been announced on any grievance properly processed under the grievance procedure and involving the application or interpretation of any provision of this Agreement, and one of the parties hereto is not satisfied with the same, a request for arbitration may be made of the other party. Notice requesting arbitration in a case against the Company shall be served by mailing a copy to the Director, Human Resources Division, and in a case against the Council, by mailing a copy to the President of the Council.

13.02 Wages (except as provided for in Article 22.02(c)), negotiations, modification of the Agreement, and questions not involving the application or interpretation of the Agreement shall not be arbitrable.

13.03 The matter to be arbitrated is the issue raised in the grievance.

13.04 Within ten days after any specific issue has been Properly submitted for arbitration, each of the parties hereto shall appoint and compensate one arbitrator, and the two arbitrators so appointed shall endeavour to agree on a Chairman.

13.05 Upon failure to agree on the selection of the third arbitrator, the matter shall be referred to the Minister of Labour of the Government of Canada, with the request that he appoint the third arbitrator who shall act as Chairman.

13.06 The cost of the services of the third arbitrator and, all other incidental costs shall be borne equally by both parties.

13.07 The decision of any two arbitrators shall be final and binding on all parties concerned. In the case that a majority decision of any two arbitrators cannot be rendered, the decision of the Chairman shall be considered the decision of the Arbitration Board, and will also be final and binding.

13.08 The decision of the Arbitration Board shall be rendered within ten days of the completed hearing.

13.09 The arbitrators shall have no power to add to nor to subtract from nor to modify the terms of this Agreement or any Agreement made supplementary hereto, and shall render a decision not inconsistent with the terms of this Agreement. In cases of discharge or disciplinary suspension, the Board shall have the same discretion to make an award as is provided in Article 12.04(d).

#### ARTICLE 14 - SENIORITY, PROMOTION, LAYOFF, RECALL, AND TRANSFER

##### 14.01 Governing Principles

(a) Layoffs will be in the reverse order of seniority in the classification concerned, except to maintain target group representation as noted below, provided that senior employees are qualified and can perform, after a reasonable period of familiarization, the remaining work. However, in consideration of retaining Employment Equity target group representation, Employment Equity target group members will be protected such that a layoff will not result in a reduction of the percentage representation in the classification(s) involved.

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(b) The skill and experience of an employee and his capacity to perform the required task shall be the determining factors in all cases of appointment, promotion, transfer and the advancement of an employee to a higher classification covered by this Agreement, but when these are approximately equal, seniority within the classification will be the deciding factor.

(c) Competitions for positions, including temporary positions, will be posted for a minimum of five days and, where practicable, seven days. First consideration will be given to internal applicants. In order to meet target group representation as specified by Canadian Human Rights Commission, after consultation with, and agreement of the Council and Union involved, a competition may be limited to target group applicants. 15/1

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(d) Vacancies for Lead Hand positions will be posted when the position is expected to continue for six months or more. Requirements for Lead Hands on shorter assignments will be met by 'detailing.'

14.02 Seniority  
(a) Effective Date

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An employee shall be on probationary service until he has worked 55 days following his initial hire. On completion of this period he shall be placed on a seniority list and shall then be credited with service since date of hire.

There will be no change in an employee's classification during this probationary period without prior discussion with the Allied Council and the Union(s) involved. On any subsequent transfer to a different classification a 30 day probationary period will also be served, during which time the employee may elect to return to his/her former classification, or the employer may reassign the employee to such former classification without loss of seniority, such reassignment shall be subject to the grievance procedure.

(b) Seniority Lists

(i) A seniority list shall be maintained by the Company for each classification or family of classifications. The seniority of an employee shall include his full period of service in his current classification excluding periods while on Leave Without Pay for more than six months as provided for in Supplementary Letter Item 15 - Absenteeism and, if this is in a family of classifications, similar service within the family (see Article 14.02(c) below), at the Chalk River Nuclear Laboratories with the Company or its predecessor, since 1947 February 01. Such service must be unbroken by termination except as provided for in Articles 14.03(e) and 14.04.

(ii) The establishment or revision of seniority dates, for special cases including those raised where seniority has ceased to accrue under (i) above, will be determined by the Company, the Council and the Union concerned.

(iii) Should two or more employees have the same seniority date, seniority standing will be established by the following criteria which will be considered in the listed order until seniority is established.

- (1) An employee hired in the morning will be deemed senior to the employee hired in the afternoon.
  - (2) An employee with the greater length of continuous AECL employment will be deemed senior.
  - (3) An employee with the greater length of non-continuous AECL employment will be deemed senior.
  - (4) Seniority will be determined by the process of chance through the drawing of names. The employees and their respective union representative involved will be present at such drawing of names.
- (iv) The current seniority list will be made available semi-annually, on request, to each Union for classifications they represent.

**(c) Families of Classifications**

Families of classifications, as designated in the Table of Families, Page 51, have been established where there is a recognized line of progression between classifications. Also Lead Hands, Class 2 and Class B levels form separate classifications which are included in a family with their basic classification. except as provided for in Article 14.03(d).

**(d) Seniority Credits**

**(1) For Apprenticeship Service**

On entering the classification or family for which he was training, immediately upon completion of his apprenticeship with no break in service, the graduating apprentice will be credited, for seniority purposes, with actual continuous CRNL service as an apprentice in the classification concerned. This provision will only apply to those apprentices who graduate on or after 1978 June 01. Apprentices graduating prior to this date will receive the seniority credit specified in the pertinent Collective Agreement.

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(ii) For Trainee Service

On entering the classification or family for which he was training an employee will be credited for seniority purposes with 30 days, or two years and six months, whichever is the lesser, of actual CRNL service as a trainee to the classification concerned.

(e) An employee transferred or promoted from one classification or family to another classification or family shall retain in his immediately former classification or family the seniority he had, to a maximum of 5 years, in that former classification or family for a period of time equal to that seniority or 5 years whichever is the lesser.

(f) An employee transferred or promoted to a temporary position in another classification will continue to accrue seniority in his former classification or family.

14.03 Layoff

(a) No employee on a seniority list will be laid off while a probationary employee is retained in the classification.

(b) Families of Classifications

An employee in a classification which is part of a family and who is designated for layoff in accordance with Article 14.01(a) will have the alternative of being laid off, or in descending order of classifications displacing an employee with less seniority in a lower wage rated classification within the family provided he is qualified to perform the remaining work.

(c) An employee who is designated for layoff, but who retains seniority in a former classification or family in accordance with Article 14.02(a), will have the alternative of being laid off or displacing an employee with less seniority in that former classification or in descending order, a lower wage rated classification in the family provided he is qualified to perform the required work.

(d)(i) In the case of a layoff in his basic classification, a Lead Hand with less than one year's service as a Lead Hand shall be considered to be in his basic classification.

(ii) In the case of a layoff in a Lead Hand classification the seniority of employees for this purpose will be considered to include only their period of service in the Lead Hand classification.



(e) For the purpose of this Article, the provisions of 14.04(a) and (c) will apply to an employee who is offered and elects reclassification to alternate work in lieu of layoff, and while on a recall list he will retain his seniority standing.

(f) Where practicable, employees who are laid off will be given their Unemployment Insurance record form, OHIP transfer form, wages and vacation pay owing on the day of termination.

14.04 Recall

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(a) When an employee on a seniority list is laid off due to lack of work or suspension of operations and does not otherwise voluntarily resign, he shall be retained on a recall list for a period equal to his seniority, but not exceeding 2 years, unless recalled to work within that period.

(b) While on a recall list he will retain his seniority standing but will not be considered as an employee for the purpose of this Agreement.

(c) A recall list shall be maintained for each classification in which a layoff due to lack of work has occurred in the preceding 2 years and recalls will be made from the list in order of seniority to any job within that classification or to a lower wage rated classification in the family provided he is qualified to perform the work.

(d) Notification of recall will be by registered letter to the last known address of the person concerned. If he does not report for work within 10 working days after recall, without reasonable excuse, he shall be terminated. It is the responsibility of those on recall lists to keep the Employment Office informed of their current addresses.

14.05 Transfers

The Company agrees to record and acknowledge written requests of employees for transfer to specific jobs.

ARTICLE 15 - EMPLOYEE WELFARE PLANS

15.01 Hospital and Medical Plans

The Company will pay a monthly Medical-Hospital Allowance of \$4.50 (single) and \$12.00 (family) to employee subscribers in the Company groups of the Ontario Health Insurance Plan and the Blue Cross Extended Health Care Plan (including Semi-Private Hospital Coverage).

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(a) General

Sick Leave is for use only where an employee is unable to work due to illness and for medical/dental appointments. If the absence exceeds three consecutive days the employee must submit a medical/dental certificate signed by the attending physician/dentist. A maximum of ten days without a medical certificate is allowable during each fiscal year.

Supervisors may also require employees to provide medical certification for shorter periods of time. Absence due to illness should be reported to the immediate supervisor no later than two hours after the normal start of the work period.

Employees may elect to use sick leave in minimum increments of one-half hour for medical/dental appointments. All such appointments must be certified.

(b) Rehabilitative Employment

Rehabilitative employment is considered a viable method of returning employees to the workforce following illness or injury, subject to appropriate medical approval. If the rehabilitative employment would result in the assignment of an employee to a classification represented by another Union of the Council or another Union on the Company property it will require the prior approval of such Union. Such assignments are not expected to exceed six months, and will not result in a change in his basic classification.

However, where an employee is no longer able, for medical reasons, to perform duties of his position the Company in consultation with the Council and the Union involved, will endeavour to find alternative employment for which he is qualified, or could perform with limited retraining.

(c) Short Term Sick Leave

Each employee will receive a credit of five days of (00) paid sick leave on each April 1. Employees hired during the fiscal year will have sick leave credited at the time of hire on the following basis:

- hired prior to July 01; full credit
- hired July 01 to September 30 inclusive; 3.75 days
- hired October 01 to December 31 inclusive; 2.5 days
- hired January 01 to March 31 inclusive; 1.25 days

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Employees who are absent on long term disability benefits referred to in Article 15.04 on April 1 will not be credited with the five days until the April 1 following their recovery and return to work: the credit will be 5 days if the employee returns to work on or before October 1, 2.5 days if after. Any short term sick leave unused at the end of the leave period may be carried over to the next leave period.

15.03 Intermediate Term Sickness/Disability

Employees who have exhausted all sick leave credits under Article 15.02 will be eligible for 75% of their basic wages during necessary absences due to sickness or disability to a maximum of 26 weeks. This benefit will be re-established after a return to work of at least two weeks in the case of a recurrence of the same disability, or at least one day in the case of a new disability.

Employees must provide medical certification acceptable to the Company as specified in SPP RCW-2.39 section 2(a).

15.04 Long Term Disability ~~705 999~~ ~~74~~ ~~075 995~~

The Long Term Disability Plan will apply to all employees of the Allied Council hired on or after 1980 September 02, and those on strength prior to this date who were eligible for and who elected for coverage. Upon expiration of coverage under Article 15.02 (Short Term Sick Leave) and 15.03 (Intermediate Term Sickness/Disability), covered employees are eligible to receive long term disability benefits in accordance with Mutual Life Policy G960 (replacing Canada Life Policy H.11855-501). The Company will pay 50% of the premium cost of this plan.

15.05 Group Life Insurance ~~700~~ ~~050~~ ~~75~~ ~~999999X~~

Life insurance will be provided as follows:

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(i) The cost of the first annual earnings coverage is paid by the Company and participation in the plan is compulsory. If the basic annual salary is not a multiple of \$250 the benefit is adjusted to the next higher multiple of \$250.

(ii) The cost of the second annual earnings coverage is shared by the Company and the employee and participation in the plan is compulsory. The shared cost is 1/6 paid by the Company and 5/6 paid by the employee. If the basic annual salary is not a multiple of \$250 the benefit is adjusted to the next higher multiple of \$250. Commencing at age 61, the benefit declines at the rate of 10% per year continuing

until age 70 when there will be no benefit remaining except a \$500 paid-up death benefit. At age 65 employees are eligible for a paid-up benefit of \$500 without further contributions.

15.06 **Dental Insurance Plan**

The company agrees to provide the AECL Corporate Dental Plan to all employees and will pay 100% of the premium cost of this plan.

ARTICLE 16 - SUPERANNUATION AND RETIREMENT COMPENSATION

Employees will be covered by the ~~Public Service Superannuation Act (Parts I and III), the Supplementary Retirement Benefits Act, and the Statute Law (Supplementary Retirement Benefits) Amendment Act of 1973,~~ the terms of which are not subject to collective bargaining. Any changes made in these Acts shall be considered under Article 4.

ARTICLE 17 - COMPANY HOLIDAYS

17.01(a) There shall be eleven (11) Company **Holidays** each calendar year to fall on Monday to Friday inclusive, except as provided in Article 17.01 (b). The Company will publish dates for the observance of Company Holidays after consultation with major employee groups. This consultation will normally take place annually during the last quarter of the calendar year.

(b) For shift employees, the Company Holidays for New Year's Day, Canada Day, Christmas Day and Boxing Day will be considered to be on January 01, July 01, December 25 and December 26 respectively when they fall on a Saturday or Sunday. In those circumstances, shift employees required to work on the corresponding holiday for day workers specified in 17.01(a) will receive normal pay for normal hours, including shift premium if applicable.

17.02 **Compensation for Company Holidays**

In order to be eligible for Company Holidays, employees must be entitled to be paid for any of the 16 calendar days immediately preceding the holiday, or return to work, after illness or injury, on the working day next following the holiday. Eligible employees will be compensated for Company Holidays on the following basis:

**(a) Day Employees**

(i) Day employees who are not required to work on Company Holidays will receive their normal pay for normal hours.

(ii) Day employees who are required to work on Company Holidays will receive normal pay for normal hours as in (a)(i) above in addition to overtime pay.

**(b) Shift Employees**

(i) Shift employees who are on a scheduled day of rest on a Company Holiday are entitled to a holiday with pay at some other time which may be by way of addition to annual vacation or granted as a holiday with pay at a time convenient to the employees and the Company.

(ii) Shift employees who are scheduled to work on Company Holidays and do work will receive time and one-half both normal rate and shift premium if applicable for the hours worked, subject to 21.01(b) and 21.03(a)(i), and are entitled to a paid holiday at some other time which may be by way of addition to annual vacation or granted as a holiday with pay at a time convenient to the employees and the Company.

(iii) Shift employees required to work overtime on a Company Holiday that is also a scheduled day of rest are entitled to the applicable overtime pay times both normal rate and shift premium if applicable plus one alternate paid holiday as in (b)(i) above.

**ARTICLE 18 - VACATION WITH PAY PLAN**

**18.01 General Regulations**

For the purposes of the vacation with pay plan the following regulations will apply:

(a) The vacation year shall extend from April 01 to March 31 of the following year.

(b) Continuous employment shall date from 1947 February 01, or date of employment, whichever is the later. However, employees who have been rehired will be credited for vacation purposes with the period or periods of discontinuous AECL service, or the portion of such service, that occurred subsequent to 1947 February 01 on the April 01 following rehire.

(c) One week shall consist of five days for both day and shift employees.

(d) Scheduling of vacation is subject to Plant conditions and therefore requires the approval of the employee's supervision. If an employee is working in a dual classification he shall be considered to be in the higher of the two classifications for the purpose of scheduling the vacation with pay plan.

(e) Normally vacation shall not be divided, except with the consent of the employee and his foreman or supervisor.

(f) It is not permissible to omit all or part of the vacation and draw vacation pay in lieu thereof.

(g) An employee may not draw vacation pay for a period of absence for which he is receiving short term or intermediate term sickness/disability benefits under Articles 15.02 or 15.03.

(h) Employees who have not used all of their vacation leave credits by the end of a vacation year (March 31) will be allowed to ~~carry over~~ to the following vacation year such unused credits provided that the number of days carried forward does not exceed the number of days vacation earned during the vacation year just completed.

(i) Employees who have exhausted their short term and intermediate term sickness/disability benefits and have not returned to work will cease to accrue vacation leave credits.

(j) Subject to operational requirements, up to 3 days vacation leave may be advanced to meet unforeseen emergency needs. An employee must have exhausted all vacation credits prior to such an advance being considered.

18.02 Compensation for Vacation

(a) Employees shall receive vacation leave according to length of service as set out in either Vacation Table "A" or Vacation Table "B" as appropriate, Pages 39 to 41.

(b) Each day of vacation taken by an employee will be paid at his current rate(s) for his normal working hours for that day. No premiums or bonuses will, however, apply.

(c) Employees who are in dual classifications will receive vacation pay in the current vacation year based on the higher classification if they had worked in excess of 40% of their time in the higher classification in the preceding vacation year.

(d) Pay for vacation taken but not earned will be recovered on termination of employment except where the termination is due to death, disability or layoff. In the case of layoff of personnel hired to perform specific short-term work assignments, pay for vacation taken but not earned will be recovered.

**18.03 Advance Payment**

Payment in advance for vacation shall be made, subject to the following conditions:

(a) The employee must make written application for the vacation and wage advance, on the appropriate form (currently CRNL-137) at least ten calendar days prior to his last day of work.

(b) The period of vacation must be for the full time available to the employee in the vacation year, if this is one week or less, or for at least one week in the case of employees who are entitled to two weeks or more in the year.

**18.04 Payment in Case of Termination of Employment**

An employee who is terminated, or is laid off indefinitely, will be paid at the time of separation:

(a) Any earned vacation compensation in accordance with Article 18.02, which he has not received, and

(b) Compensation on a pro-rata basis for vacation earned during the vacation year in which he terminates.

**ARTICLE 19 - LEAVE OF ABSENCE**

**19.01 special Leave**

**(a) General**

Special leave provides limited leave with pay when it is necessary for an employee to be absent under specified circumstances.

Wages paid to an employee for a period of special leave shall be at the rate of normal pay for work performed during normal hours on the day preceding the special leave but not more than the wages that would have been paid to the employee if he had worked a normal number of working hours on the day or days of special leave.

Employees shall, to the extent specified below, be granted leave with pay in the following circumstances:

(b) Death in the Family

(i) In the case of death in the immediate family, employees are entitled to and will be granted special leave on any of their normal working days that occur during the three days immediately following the day of death. Additional days may be granted if and to the extent required to permit the employee to make arrangements and/or to attend the funeral, memorial or interment service, etc. In no case will the total special leave exceed three working days except as provided below.

Immediate family is defined for this purpose as father, mother, foster parents, brother, sister, spouse or child of the employee, father or mother of the employee's spouse; or other relatives living in the same household with the employee.

An employee may, subject to prior approval, defer taking one or more of the days of leave entitlement to attend the funeral, memorial or interment service in the event that it takes place later than three days after the death or, within twelve months of the death, in order to settle the estate. The period of leave may also be advanced in order to include the day of death.

Where necessary, up to three additional days of special leave may be granted to settle the estate within one year of death, provided the employee receives no fee or remuneration for this.

Where the employee must miss more than the entitled days, due to the length of the trip required to attend the funeral, memorial or interment service and/or settle the estate, additional special leave may be granted. Leave for travel will not exceed a total of two days.

(ii) In the case of death of an employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, leave not exceeding one day will be allowed to attend the funeral. Additional special leave, not exceeding one day, may be granted due to the length of the trip involved to attend the funeral.

(c) Marriage

Marriage leave shall be granted in accordance with SPP RCW-2.40.

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(d) Birth or Adoption of Child **63ef**

Employees shall be granted up to one day's leave with pay, if required, when their spouse gives birth or to arrange for the adoption of a child.

19.02 Personal Business Day **63N**

One day paid leave per fiscal year (8 hours) will be credited to employees for use in personal or special circumstances. The granting of such personal leave will be subject to normal approval by supervision subject to operational requirements, and will not be unreasonably withheld. Any unused leave (to a maximum of 10 days) may be carried over to the next fiscal year. At the time of termination or retirement any unused day(s) to the employees credit (to a maximum of 10) will be paid at the current rate of pay in effect at the time.

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Court Leave

Court leave will

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Veteran's Exam

Veteran's Examination

An employee who is a veteran and who is required to report for D.V.A. or pension examination shall be paid the difference between his regular rate and the amount paid by D.V.A. for up to three days' absence.

19.05 Medical Examinations

If an employee is required by the Company to take a non-CRNL medical examination, such examination will be arranged and paid for by the Company. The employee will be paid at his normal rate for regular working hours missed due to this cause.

Employees required by outside agencies to take periodic, work-related medical examinations may, if permitted by the agency, elect to have such examinations performed during working hours by a CRNL doctor without cost.

If necessary, the Company will, in either situation, allow such employees leave without pay for the purpose of being examined by another doctor, at the employee's expense, should the Union desire a second opinion.

ARTICLE 20 - HOURS OF WORK

20.01 Work Week

The CRNL work week shall commence at 0005 hours Sunday and extend to 0005 hours the following Sunday. Nothing in this Article shall be construed as a guarantee of work.

20.02 Rest Periods

The Company agrees to provide one ten minute rest period for each one-half shift worked. Refreshments may be consumed during rest periods subject to their availability and health considerations. It is understood that the time to obtain refreshments is included in the ten minute allowance.

20.03 Modified Work Schedules

Notwithstanding any reference to commencement/ departure times in Articles 20.04 and 20.06, the parties recognize the need for flexibility with regards to commencement/departure times when it can be demonstrated that increased operational efficiency and cost effectiveness would occur. It is understood that the nature of the work may prohibit the participation of some employees in alternative work schedules to ensure that safety or the overall efficiency of the site is not adversely affected. To that end, the following alternate work schedules may be used:

(a) Changes in commencement/departure times scheduled by supervision, will not exceed 2 hours, will be discussed by the parties a week in advance and will be in effect for a week or more, unless otherwise agreed.

(b) Employees may request to reschedule the standard day as defined in Article 20.04(b) by up to two hours subject to approval by supervision.

20.04 Day Employees

(a) The regular work week for day employees other than Drivers shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour days, Monday to Friday inclusive.

(b) The regular work day will be from 8:05 a.m. to 4:35 p.m. with the exception of a lunch period of one-half hour, normally from 11:45 a.m. to 12:15 p.m.

20.05 Drivers

(a) The regular work week for Drivers assigned to bus duty shall be forty (40) hours, consisting of four (4), ten (10) hour days as assigned between Monday and Friday.

(b) The regular work day will be from 7:00 a.m. to 5:30 p.m. with the exception of a lunch period of thirty minutes, as assigned between 11:30 a.m. and 1:00 p.m.

**20.06 Shift Employees**

(a) The average work week for shift employees will be forty hours, consisting of five 8 hour shifts as assigned:

(i) The E 1 (night) shift shall commence at 12:05 a.m. and end at 8:05 a.m.

(ii) The E 2 (day) shift shall commence at 8:05 a.m. and end at 4:05 p.m.

(iii) The E 3 (evening) shift shall commence at 4:05 p.m. and end at 12:05 a.m.

(b) A paid lunch period of one-half hour shall be provided on all shifts.

(c) Wherever practical, schedules will be arranged so as to give twenty shifts in each four week period.

(d) The Company will endeavor not to change an employee's normal shift schedule (i) without adequate notice, and (ii) except in extenuating circumstances.

**ARTICLE 21 - OVERTIME**

**21.01 General**

(a) Overtime work computed on a daily basis shall be paid at the rate of time and one-half subject to (b) immediately following.

(b) Overtime work in excess of 10 hours beyond the employee's basic scheduled work week shall be paid at the rate of double time. (Scheduled hours worked at time and one-half on Company Holidays and hours worked at time and one-half as short change premium do not constitute overtime.)

**21.02 Day Employees**

The following provisions are subject to 21.01(b) above:

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(a) Work on ~~Regular~~ Days of Rest

Work performed by day employees on ~~their~~ first day of rest (Saturday) up to eight hours, shall be paid at the rate of time and one-half. Work performed beyond eight hours shall be paid at the rate of double time.

Work performed on their second day of rest (Sunday) shall be paid at the rate of double time.

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(b) Work on **Company** Holidays

All work performed on a Company Holiday shall be paid at the rate of double time.

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(c) Working During # 1 and # 3 Shifts

Whenever a day employee is required to work overtime encompassing a complete # 3 or # 1 shift as overtime, he will be paid at the rate of one and one-half times both his normal rate and the appropriate shift differential. No shift differential shall apply in the case of any partial shifts worked as overtime by day employees.

21.03 Shift Employees

(a) The following provisions are subject to 21.01(b) above:

(i) Work on Scheduled Days of Rest

Shift employees who are required to work on their second or subsequent days of rest shall be paid at the rate of double time both their normal rate and ~~shift differential~~ (if any) for such work. All other work on ~~days of rest~~ shall be paid at the rate of time and one-half both their normal rate and shift differential (if any), subject to item (iii) below.

(ii) Holdover

Whenever a shift employee is required to work beyond the end of the normal shift, the extra time shall be paid at the rate of one and one-half times both his normal rate and the shift differential (if any) applicable to the shift involved, subject to item (iii) below.

(iii) Work on Company Holidays

Overtime work performed on a Company Holiday shall be paid for at the rate of double time.

(b) **Exception to Payment of Premium (Mutual Exchange)**

If by previous mutual agreement between the empl[oyee] concerned and the Company, arrangements are made for an exchange of shifts, straight time including shift differential shall be paid.

21.04 **Pre-arranged Overtime**

Where an employee by advance arrangement returns for overtime work, he shall receive a minimum of four hours at time and one-half provided he does not continue into his normal work period.

21.05 **Callouts**

An employee who has completed a regular work period and gone home, if called in for extra service before his next regular work period, shall receive a minimum of four hours at time and one-half. Where the employee commences work less than four hours in advance of his regular work period and continues without break into that period, he shall be paid for the four hours following the start of the callout at the rate of time and one-half. Provided, however, that if an employee is entitled to be paid double time for some or all of the work performed prior to his regular work period then he shall be so paid for such work but the balance of the four hour period will be paid at time and one-half.

21.06 **Meals**

(a)(i) Any employee on overtime (more than 50 minutes) which extends into a normal meal period shall be supplied with a meal and paid for a meal period of one-half hour.

(ii) However, an employee who reports for overtime work, which has been prescheduled to begin one hour or less before his regularly scheduled day or dayshift, or who works overtime, the duration of which is one and one-half hours or less after the end of his regularly scheduled day or dayshift, shall not be eligible for a meal or paid meal period in accordance with (a)(i) above.

(b) Employees working overtime shall be supplied with a meal and paid for the meal period of one-half hour at intervals of five hours beyond the end of the last previously assigned meal period.

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(c) However, if an employee is unable to have a meal due to the urgency or location of the work, he shall receive an additional half-hour at his normal rate of pay.

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(d) Employees working off-site will be eligible for an off-site overtime meal allowance of \$10.00 in lieu of a meal as specified in (a)(1) and (b) above.

21.07 Distribution of Overtime

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No employee will be required to work overtime when other qualified employees are willing and available for work.

(a) Subject to the above it is agreed that overtime should be distributed as equitably as practicable amongst qualified employees in the Branch concerned. It is further agreed that a monthly record of overtime worked will be made available, on request, to the local union representative responsible for the particular classification(s) concerned.

(b) Notwithstanding the above, a temporary employee, or a dual classification employee who is either not working in the higher classification or is assigned to work in his higher classification for one day only, will be assigned overtime only if other employees are not available to perform the required work. This overtime restriction for dual classification employees applies only with respect to overtime in his higher classification.

21.08 Travelling To and From Outside Assignments

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

(a) on a day that is not his day of rest he shall in addition to his normal wages be compensated at his regular rate for any travel time outside his normal hours to a maximum of 6 hours.

(b) on his day(s) of rest he shall be compensated at the applicable overtime rate for time worked if less than eight hours and at the standard overtime rate for travel time to a combined maximum of eight hours. For any additional time spent in travel in these circumstances, he will be compensated at his regular rate to a maximum of six hours.

If time worked exceeds eight hours, he will be paid at the applicable overtime rate for such time worked and, if this is less than 14 hours, at his regular rate for additional time spent in travel to a combined maximum of 14 hours.

(c) assignments in the local area (Pembroke to NPD and points between) do not constitute travel for the purpose of travel time.

21.09 Conventions

(a) When an employee is sent to a meeting, convention, conference, exhibition or training course to learn about new developments or equipment, or deliver a paper, he will receive full normal wages, but will be ineligible for overtime pay. Such cases will be discussed in advance with the Union.

(b) When an employee is sent by the Company to such convention, conference or exhibition to perform duties such as assembling, operating or acting as an attendant to a Company exhibit, overtime will be paid in accordance with the foregoing provisions of this Article.

ARTICLE 22 - WAGES

22.01 Rate of Pay

The wage rates which shall be paid during this Agreement for each grouping and each classification are set out in the Wage Table, Pages 44 and 45.

(i) Newly hired employees will be paid at the probationary step of their wage scale, if applicable.

(ii) Progression to the No. 1 step will be effective on the first working day following successful completion of the probationary period.

(iii) Progression to the No. 2 step will be effective on the first working day following satisfactory completion of six months of service at the No. 1 step.

(iv) Appointment to another classification within the bargaining unit will be at the No. 1 step with the exception of those classifications where the appropriate progression tables will be applied

22.02 Classification Grouping

(a) The classification groupings are set out in the Classification Grouping, Page 42.

(b) The parties agree that it may be necessary from time to time, during the life of this Agreement, to introduce new classifications or substantial changes in the duties of any existing classifications.

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(c) Under such conditions the Company will group the new or changed classification by the application of the principles and criteria that form the basis of the grouping of existing classifications, will inform the Council of its proposals and will consider any alternative suggestions the Council may make. The Company will also consider any similar proposals initiated by the Council.

(d) In the event that the Council or Union concerned does not accept the Company's decision regarding the grouping of a new or substantially changed classification, the matter shall be a subject for the grievance procedure and arbitration as detailed in Articles 12 and 13.

(e) No employee's rate shall be changed to a lower rate as a result of review under this Article.

(f) For the purpose of this Article the Board of Arbitration shall have the power to decide the matters hereinafter enumerated:

(i) Whether or not there has been substantial change, and if so,

(ii) In which group a substantially changed classification shall be slotted on the basis of the relationship it bears to other classifications in the group structure,

(iii) Whether or not a new classification has been correctly slotted, and if not,

(iv) The group in which it should be slotted on the basis of the relationship it bears to other classifications in the grouping structure.

22.03 Evening and Night Shift Differentials

An additional forty-five cents (forty-eight cents effective 1991 June 01) per hour shall be paid to shift employees for each hour worked during the #3 (evening) shift, and fifty-four cents (fifty-eight cents effective 1991 June 01) per hour for the #1 (night) shift.

22.04 Premium for Scheduled Saturday and Sunday Shift Work

(a) An additional fifty-seven cents (sixty cents effective 1991 June 01) per hour shall be paid to shift employees for each scheduled hour worked on Saturdays, as well as evening or night shift differentials, where applicable. An additional \$1.36 (\$1.45 effective 1991 June 01) per hour shall be paid to shift employees for each scheduled hour worked on Sundays, as well as evening or night shift differentials, where applicable.

44  
100045  
100048 9/06  
45  
100034  
100053 9/06

42  
100057  
100060 9/06  
43  
100136  
100145 9/06



(b) A shift employee who works a Saturday or Sunday shift following a short change shall be paid the appropriate premium and one and one-half times both his normal rate and the shift differential (if any).

(c) This premium shall not apply to a day worker who works on a Saturday or Sunday as overtime, to a shift worker who works on a day of rest, nor to overtime worked by a shift worker beyond a regular scheduled shift.

**22.05 Off-Site Assignment**

No employee will be required to take off-Site assignments when other qualified employees are willing and available to do the work.

Subject to the above, off-site assignments will be distributed as equitably as practicable amongst qualified employees.

When employees are assigned to work off-site for a minimum of one week, a pre-job discussion will be held to discuss travel and accommodation arrangements, work schedules and any special compensation that may be warranted for the job in question.

**22.06 Lead Hand Rates**

Lead Hand rates are as indicated in the Wage Table, Pages 44 and 45. A Lead Hand shall be paid the Lead Hand rate for his classification, or the Lead Hand rate for the highest rated classification supervised if more than 25% of the personnel in his crew (excluding apprentices) are in this higher-rated classification.

**22.07 Progression Within Guard - Protective Services B Classification**

As a principle governing progression, each employee will progress, subject to satisfactory performance, through the training stages specified in the applicable Progression Table, Page 50. On completion of the training program, each employee will be given the opportunity to qualify as a Guard - Protective Services.

**22.08 Payment for Work Within Dual Classifications**

Where it is not possible to employ an employee in one classification full time and where, in order to give him continuing employment, it is necessary to work in more than one classification, an employee will be paid no less than the rate for his basic classification, and on a day when he works in a

higher classification he will be paid at the higher rate for actual hours worked in the higher classification to the nearest higher hour worked with a minimum of four hours at the higher rate.

22.09            **Limitation on Payment of Premium Rater**

Where an employee qualifies for payment at premium rates under more than one provision of this Agreement, he shall be paid under one provision only - that which provides the higher rate - and shall receive no additional compensation in respect to other provisions, except as specifically provided for in this Agreement.

22.10            **Payment of Wages**

Wages of employees shall be paid every second Thursday:

# 1 shift employees shall receive their pay cheques on # 1 shift Thursday of pay week.

# 2 shift employees shall receive their pay cheques on # 2 shift Thursday of pay week.

# 3 shift employees shall receive their pay cheques on # 3 shift Wednesday of pay week.

**ARTICLE 23 - SHIFT WORK**

23.01            **Limitations on Scheduling of Shifts**

(a) No double shifts shall be scheduled.

(b) Split shifts will be avoided insofar as possible but when such are necessary the shift schedule will be determined jointly by the Company and the member Union concerned.

(c) Steady evening and/or night shifts shall be avoided insofar as possible, but when such schedules are necessary, the employees concerned shall be entitled to rotation every four weeks.

23.02            **Holdover**

When an employee on shift is not relieved at the end of his normal shift, he shall remain at his station until relieved.

23.03 Short Change Premium

(a) Application

An employee who is required by the Company to work a full shift or day work period commencing less than thirteen hours after he has completed his last previous scheduled shift or work period shall be paid at the rate of time and one-half for hours worked in the second shift or work period.

(b) Limitation of Application

(i) This provision applies only in the case of employees who are working on a shift basis or are changing to or from shift work.

(ii) Where an employee assigned to day work is required to work all or part of a # 1 shift on a regular work day, this will be treated as overtime and the short change premium will not apply.

ARTICLE 24 - TERMINATION COMPENSATION

24.01 General

(a) An employee who is terminated, or is laid off will be paid at the time of separation any earned vacation compensation in accordance with Article 18.02 which he has not received and compensation on a pro-rata basis for vacation earned during the year in which he terminates.

(b) For the purpose of this Article, one week's pay is defined as the employee's basic hourly rate times 40.

(c) Compensation on termination, for reasons other than dismissal or abandonment of position, will be as follows

24.02 Death

*30 3 1/2 see below*

Following the death of an employee, the widow(er) or estate will be paid a death benefit equal to 1/2 week's pay per completed year of continuous service, less any period in respect of which he was previously granted termination compensation, with a minimum of two week's pay and a maximum of 15 week's pay.

24.03 Layoff

An employee who has one year or more of continuous service and is:

31a

31b

1a) laid off for the first time, will be paid an amount equal to two week's pay for the first and one week's pay for each succeeding completed year of continuous service, less any period in respect of which he was previously granted termination compensation, up to a maximum of 30 weeks' pay.

(b) laid off for a second or subsequent time, will be paid an amount equal to ~~one week's~~ pay for each completed year of continuous service, less any period in respect of which he was previously granted termination compensation, up to a maximum of 30 weeks' pay.

24.04 Voluntary Resignation Before Retirement

31c

An employee who has ten or more years of continuous service and who voluntarily resigns will be paid, subject to Article 24.05, an amount equal to one-half week's pay for each completed year of continuous service, less any period in respect of which he was previously granted termination compensation, up to a maximum of 15 weeks' pay.

24.05 Retirement

31d

An employee who on termination is entitled to an immediate annuity, or who has attained the age of fifty-five and is entitled to an immediate annual allowance, under the Public Service Superannuation Act, will be paid an amount equal to one week's pay for each completed year of continuous service, less any period of service in respect of which he was previously granted severance pay, up to a maximum of 30 weeks' pay.

32 TO 30

ARTICLE 25 - UNION SECURITY

25.01 Deductions From Wages

(a) The Company will deduct a sum equal to the regular monthly dues of the appropriate Union from the first pay of each month of all employees. However, if sufficient unencumbered earnings are not payable to the employee, the appropriate sum will be deducted from the first pay of the month in which there are sufficient unencumbered earnings. The Company will not collect arrears of Union dues in excess of three months, except in the case of an employee being transferred from one union to another and the deductions of the Union dues are not made, or not made to the proper Union.

(b) The Company will remit the sum deducted, together with a list of the employees from whom deductions have been made, to each of the several unions within fifteen days of the pay date and in any event no later than the 25th of the month.

15  
2  
1

(c) The Council and Unions will be responsible for informing the Company of the appropriate sum for each classification subject to the deduction, and the Union to which the deduction shall be remitted. In that regard, dues of employees appointed on a temporary basis through internal competition to classifications in another bargaining unit will be remitted in accordance with the agreement document dealing with that matter signed by the Company, the Atomic Energy Allied Council and the Atomic Energy Labour Alliance (CRNL).

25.02 **New Employees**

Each new employee on reporting for duty will be:

- (a) Furnished with a copy of the Collective Agreement.
- (b) Informed of the name of the Union and of the Union Steward who represents his classification (to the extent that the Union keeps the Company informed).
- (c) The Company will notify the Council of the name, classification, Union Affiliation and branch of the new employees, on a monthly basis.

**ARTICLE 26 - TECHNOLOGICAL CHANGE**

All questions relating to technological change that the parties are unable to resolve shall be dealt with under the provisions of the Canada Labour Code, Part V.

**ARTICLE 27 - PERFORMANCE REVIEW**

The performance of each employee will be reviewed and discussed with him annually (normally in the 3rd quarter of each calendar year). The employee shall be given the opportunity to read the completed review form and to sign the document at the conclusion of the discussion to indicate that its contents have been understood. Within a reasonable time (normally one week), the employee may add written comments to accompany the document.

VACATION TABLE

VACATION TABLE A

(EFFECTIVE 1989 APRIL 01)

EMPLOYEE'S LENGTH OF SERVICE AT START OF VACATION YEAR (APRIL 01)	54 07 - (-)	No. of Days Vacation Available In the New Vacation Year
1 1/2 years but less than 1 3/4		12
1 3/4 years but less than 2		13
2 years but less than 7		15
7 years but less than 8	02 - 03	16
8 years but less than 9	07 - 05 + 1	17
9 years but less than 10	08 - 05 + 2	18
10 years but less than 11	09 - 05 + 3	19
11 years but less than 15	04 - 05 + 4	20
15 years but less than 17	10 - 05 + 4	21
17 years but less than 20	15 - 04 + 1	22
20 years but less than 23	15 - 04 + 1	23
23 years but less than 25	17 - 04 + 2	24
25 years but less than 26	17 - 04 + 2	25
26 years but less than 28	20 - 04 + 3	26
28 years but less than 30	20 - 04 + 3	27
30 years but less than 32	23 - 04 + 4	28
32 years but less than 34	23 - 04 + 4	29
34 years or more	25 - 05	30

- NOTE: (i) For the purpose of this Plan, an employee who begins work on the first working day of the month will be considered to have started in the previous month.
- (ii) Effective April 01 in the year following employment, an employee will be entitled to vacation credits in accordance with the above Vacation Table, thereafter they will be credited with any eligible previous service.
- (iii) Employees hired on or after 1981 April 01 will be advanced vacation credits each April 01 based on the vacation credits they can earn to the end of the vacation year (March 31).

26 - 05 + 1  
 28 - 05 + 2  
 20 - 05 + 3  
 32 + 05 + 4  
 34 - 06

VACATION TABLE B - EFFECTIVE 1989 APRIL 01  
 (For Employees Hired on or Subsequent to 1981 April 01)

**SECTION I** - Employees having more than 6 but less than 12 months service by March 31 following date of hire.

Upon attaining 6 months of service prior to the end (March 31) of the vacation year of hire, employees will be credited with 5 days of earned vacation and in addition will be advanced the vacation which can be earned up to the end of the vacation year in accordance with the following schedule. On the April 01, following date of hire, and on each April 01 thereafter employees will be advanced vacation credits in accordance with Vacation Table A.

Length of Service by March 31 following date of hire	Started in Month of	Month in Which 5 Days Earned Vacation Is available	Additional Vacation Advanced to end of Vacation Year (March 31)	Total Vacation Days Available in Current Vacation Year
6 months but less than 7	September	March	0	5
7 months but less than 8	August	February	1	6
8 months but less than 9	July	January	2	7
9 months but less than 10	June	December	3	8
10 months but less than 12	April or May	October/November	4	9

**VACATION TABLE B - EFFECTIVE 1989 APRIL 01**  
 (For Employees Hired on or Subsequent to 1981 April 01)

**SECTION II** - Employees having less than 6 months service at April 01 following date of hire.

On April 01 employees will be credited with vacation earned. Upon obtaining 6 months of service they will in addition be advanced the vacation they can earn to the end of the then current vacation year (March 31) in accordance with the following schedule. On each subsequent April 01 employees will be advanced vacation credits in accordance with the schedule contained in Vacation Table A

Length of Service on April 01 following date of hire	Started in Month of	Vacation Days Earned to April 01	Month and No. of Days in Which Advanced Vacation Becomes Available	Total Vacation Days Available in Current Vacation Year
Less than 1 month	March	0	September 10	10
1 month but less than 2	February	1	August 10	11
2 months but less than 3	January	2	July 10	12
3 months but less than 4	December	3	June 11	14
4 months but less than 6	Oct. or Nov.	4	May or April 11	15

VACATION TABLE



WAGE TABLE

CLASSIFICATION GROUPING

<u>GROUP</u>	<u>Classification</u>	<u>GROUP</u>	<u>Classification</u>
12	Control Maintainer	7	Driver
11	Electrical Maintainer Mechanical Maintainer	6	Electrical/Mechanical Service Attendant Guard - Protective Services
10	Stationary Engineer Cl.2 (P.H.) Stationary Engineer Cl.2 (R&AC)/Refrigeration Operator Cl.A Building Maintainer Hoisting Engineer	5	Bus Operator Loader Operator Truck Driver Heavy
9	Automotive Body Mechanic Bricklayer Construction Equipment Mechanic Heat and Frost Insulator Maintenance Mechanic Motor Vehicle Mechanic Painter Stationary Engineer Cl.3 (P.H.) Stationary Engineer Cl.3 (R&AC)/Refrigeration Operator Cl.B	4	Do All Saw Operator/ Pantograph Operator Instrument Assembler Cl.2 Metal Working Operator Tool Crib Operator - Machine Shops
		3	Farm Tractor Operator Garage Service Attendant Helper Refrigeration Operator Trainee Cl.1 Stationary Engineer Trainee Cl.1 Tool Crib Operator Cl.1 Truck Driver
8	Instrument Assembler Stationary Engineer Cl.4 (P.H.) Stationary Engineer Cl.4 (R&AC) Tractor Operator (Grader)	2	Tool Crib Operator Cl.2
		1	Refrigeration Operator Trainee Cl.2 Stationary Engineer Trainee Cl.2

Maintainer classifications consist of the following trades skills:

Control Maintainer : Control Mechanic  
 Electrical Maintainer: Instrument Mechanic, Electrician, Power Lineman,  
 Construction Lineman  
 Mechanical Maintainer: Toolmaker, Millwright, Plumber & Steamfitter,  
 Layout Worker, Power House Mechanic,  
 Refrigeration and Air Conditioning Mechanic,  
 Sheet Metal and Plate Worker, Welder, Leadburner  
 Building Maintainer : Carpenter, Painter, Bricklayer

WAGE TABLE

CLASS. GROUP.	RATES EFFECTIVE 1990 JUNE 01			
	P.R.	#1	#2	LA
12	\$17.67	\$18.22	\$18.41	\$19.42
11	17.42	17.97	18.15	19.15
10	17.01	17.54	17.72	18.69
9	16.38	16.90	17.07	18.01
8	14.81	15.28	15.43	16.28
7	13.86	14.30	14.44	15.23
6	-	14.18	14.33	15.12
5	13.59	14.01	14.15	14.93
4	13.02	13.43	13.57	14.31
3	12.48	12.87	13.00	13.71
2	11.96	12.34	12.46	13.15
1	11.44	11.80	11.92	12.57

CLASS. GROUP.	RATES EFFECTIVE 1990 OCTOBER 01			
	P.R.	#1	#2	LH
12	\$18.20	\$18.77	\$18.96	\$20.00
11	17.95	18.51	18.69	19.72
10	17.52	18.07	18.25	19.25
9	16.88	17.40	17.58	18.55
8	15.26	15.73	15.89	16.77
7	14.28	14.73	14.87	15.69
6	-	14.61	14.76	15.57
5	13.99	14.43	14.58	15.38
4	13.41	13.83	13.97	14.74
3	12.85	13.25	13.39	14.12
2	12.32	12.71	12.84	13.54
1	11.78	12.15	12.27	12.95

WAGE TABLE FOOTNOTE

Employees who are scheduled to work on a continuous rotating shift schedule, for a minimum of 6 months will have their basic wage rate increased by fifty-eight cents (sixty-two cents effective 1991 June 01) per hour. Such employees will not be eligible to receive shift and weekend premiums as defined in Articles 22.03 and 22.04.

WAGE TABLE

CLASS. GROUP.	RATES EFFECTIVE 991 APRIL 01			
	P.F.	#1	#2	LH
12	\$18.93	\$19.52	\$19.72	\$20.80
11	18.66	19.25	19.44	20.51
10	18.22	18.79	18.98	20.02
9	17.55	18.10	18.28	19.29
8	15.87	16.36	16.53	17.44
7	14.85	15.31	15.47	16.32
6	-	15.19	15.35	16.19
5	14.55	15.01	15.16	15.99
4	13.95	14.39	14.53	15.33
3	13.37	13.78	13.92	14.69
2	12.82	13.22	13.35	14.08
1	12.25	12.64	12.77	13.47

CLASS. GROUP.	RATES EFFECTIVE 1991 OCTOBER 01			
	P.F.	#1	#2	LH
12	\$19.40	\$20.01	\$20.21	\$21.32
11	19.13	19.73	19.93	21.02
10	18.67	19.26	19.45	20.52
9	17.99	18.55	18.74	19.77
8	16.26	16.77	16.94	17.87
7	15.22	15.70	15.86	16.73
6	-	15.57	15.73	16.60
5	14.92	15.38	15.54	16.39
4	14.30	14.75	14.89	15.71
3	13.70	14.13	14.27	15.06
2	13.14	13.55	13.68	14.44
1	12.56	12.95	13.08	13.80

WAGE TABLE FOOTNOTE

Employees who are scheduled to work on a continuous rotating shift schedule, for a minimum of 6 months will have their basic wage rate increased by fifty-eight cents (sixty-two cents effective 1991 June 01) per hour. Such employees will not be eligible to receive shift and weekend premiums as defined in Articles 22.03 and 22.04.

TRADE APPRENTICE RATES ✓  
SECTION I - Regulated, Compulsory-Certified Trades (8000 to 9000 Hours)

GROUP 10 TRADES

(Electrician, Plumber and Steamfitter, Refrigeration and  
Air Conditioning Mechanic and Sheet Metal and Plate Worker)

(May also apply to Instrument Mechanic, Millwright, Toolmaker and  
Welder trades between 8050 and 9000 hours.)

TRAINING PERIOD #

EFFECTIVE DATE	1* (60%)	2 (64%)	3 (68%)	4 (72%)	5 (76%)	6 (80%)	7 (84%)	8 (88%)	9 (92%)
90-06-01	\$10.63	\$11.34	\$12.05	\$12.76	\$13.47	\$14.18	\$14.88	\$15.59	\$16.30
90-10-01	10.95	11.68	12.41	13.14	13.87	14.60	15.33	16.06	16.79
91-04-01	11.39	12.15	12.91	13.67	14.42	15.18	15.94	16.70	17.46
91-10-01	11.67	12.45	13.23	14.00	14.78	15.56	16.34	17.12	17.89

GROUP 9 TRADES

(Motor Vehicle Mechanic and Automotive Body Mechanic)

TRAINING PERIOD #

EFFECTIVE DATE	1* (60%)	2 (64%)	3 (68%)	4 (72%)	5 (76%)	6 (80%)	7 (84%)	8 (88%)	9 (92%)
90-06-01	\$10.24	\$10.92	\$11.61	\$12.29	\$12.97	\$13.66	\$14.34	\$15.02	\$15.70
90-10-01	10.55	11.25	11.95	12.66	13.36	14.06	14.77	15.47	16.17
91-04-01	10.97	11.70	12.43	13.16	13.89	14.62	15.36	16.09	16.82
91-10-01	11.24	11.99	12.74	13.49	14.24	14.99	15.74	16.49	17.24

\* Adjustment of hours resulting from an abatement will occur during the first

100

SECTION II - Non-regulated and Regulated Voluntary-Certified Trades (8000 Hours)

GROUP 10 TRADES

(Instrument Mechanic, Millwright, Toolmaker and Welder)

EFFECTIVE DATE	TRAINING PERIOD #							
	1 (60%)	2 (65%)	3 (70%)	4 (75%)	5 (79%)	6 (83%)	7 (87%)	8 (91%)
90-06-01	\$10.63	\$11.52	\$12.40	\$13.29	\$14.00	\$14.71	\$15.42	\$16.13
90-10-01	10.95	11.86	12.78	13.69	14.42	15.15	15.88	16.61
91-04-01	11.39	12.34	13.29	14.24	14.99	15.75	16.51	17.27
91-10-01	11.67	12.64	13.62	14.59	15.37	16.14	16.92	17.70

GROUP 9 TRADES

(Leadburner)

EFFECTIVE DATE	TRAINING PERIOD #							
	1 (60%)	2 (65%)	3 (70%)	4 (75%)	5 (79%)	6 (83%)	7 (87%)	8 (91%)
90-06-01	\$10.24	\$11.10	\$11.95	\$12.80	\$13.49	\$14.17	\$14.85	\$15.53
90-10-01	10.55	11.43	12.31	13.19	13.89	14.59	15.29	16.00
91-04-01	10.97	11.88	12.80	13.71	14.44	15.17	15.90	16.63
91-10-01	11.24	12.18	13.12	14.06	14.80	15.55	16.30	17.05

SECTION III - Regulated, Voluntary Certified Trades (7200 Hours)

GROUP 9 TRADES

(Carpenter on Modular Program)

EFFECTIVE DATE	TRAINING PERIOD #						
	1 (60%)	2 (65%)	3 (70%)	4 (75%)	5 (79%)	6 (83%)	7 (87%)
90-06-01	\$10.24	\$11.10	\$11.95	\$12.80	\$13.49	\$14.17	\$14.85
90-10-01	10.55	11.43	12.31	13.19	13.89	14.59	15.29
91-04-01	10.97	11.88	12.80	13.71	14.44	15.17	15.90
91-10-01	11.24	12.18	13.12	14.06	14.80	15.55	16.30

GROUP 9 TRADES

(Painter)

EFFECTIVE DATE	TRAINING PERIOD #						
	1 (60%)	2 (65%)	3 (70%)	4 (75%)	5 (79%)	6 (83%)	7 (87%)
90-06-01	\$10.24	\$11.10	\$11.95	\$12.80	\$13.49	\$14.17	\$14.85
90-10-01	10.55	11.43	12.31	13.19	13.89	14.59	15.29
91-04-01	10.97	11.88	12.80	13.71	14.44	15.17	15.90
91-10-01	11.24	12.18	13.12	14.06	14.80	15.55	16.30

SECTION IV - Regulated, Compulsory-Certified Trades (6000 Hours)

G R O U P 9 T R A D E S

Hoisting Engineer (Mobile Crane Operator)

EFFECTIVE DATE	TRAINING PERIOD #		
	1* (60%)	2 (70%)	3 (80%)
90-06-01	\$10.24	\$11.95	\$13.66
90-10-01	10.55	12.31	14.06
91-04-01	10.97	12.80	14.62
91-10-01	11.24	13.12	14.99

\* Training periods for this classification equal 2000 hours.

## GUARD - PROTECTIVE SERVICES

## PROGRESSION SCHEDULE

STAGE		1	2	3
WAGE GROUP		1	2	3
RATE	90-06-01	\$11.92	\$12.46	\$13.00
	90-10-01	12.27	12.84	13.39
	91-04-01	12.77	13.35	13.92
	91-10-01	13.08	13.68	14.27

NOTE: Following entry into the classification, a minimum of 6 months is required at each training stage. However, Guards "B" with prior training at either the Ontario Police College, or the RCMP training centres in Ottawa or Regina will be credited with one 6 month (one training period) abatement and will start at Stage 2.



TABLE OF FAMILIES

TABLE OF FAMILIES

FAMILIES OF CLASSIFICATIONS

The families of classifications, referred to in Article 14, are listed below. Within each family, the classifications are listed in descending order of wage rates.

- (a) Control Maintainer  
Electrical Maintainer
- (b) Stationary Engineer Class 2 (P.H.)  
Stationary Engineer Class 3 (P.H.)  
Stationary Engineer Class 4 (P.H.)  
Stationary Engineer Trainee
- (c) stationary Engineer Class 2 (R&C)/  
Refrigeration Operator, Class A  
Stationary Engineer Class 3 (R&C)/  
Refrigeration Operator, Class B  
Stationary Engineer Class 4 (R&C)  
Refrigeration Operator Trainee
- (d) Hoisting Engineer  
Tractor Operator (Grader)  
Loader Operator  
Farm Tractor Operator

ARTICLE 28 - DURATION AND AMENDMENT OF AGREEMENT

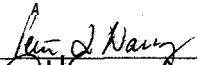





28.01 This Agreement and the Supplementary Letter thereto dated 1990 June 14 which forms part of the Agreement, when signed by the parties hereto, shall become effective on 1990 June 01, except as otherwise specified herein, and shall remain in full force and effect until 1992 March 31 and from year to year thereafter, unless amended or terminated in the manner herein provided.

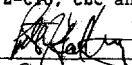
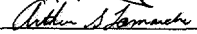
28.02 If either the Company or the Council desires to amend or terminate this Agreement, it must notify the other party in writing between 1992 January 01 and 1992 March 31, inclusive. Whenever notice is given, the proposed amendments must be specified in the notice and until satisfactory conclusion is reached in the matter of proposed amendments, the original provisions shall remain in effect.

28.03 IN WITNESS WHEREOF the parties hereto have, this 14th day of June 1990, executed this Agreement by the hands of their proper officers.

ON BEHALF OF ATOMIC  
ENERGY OF CANADA  
LIMITED

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  


ON BEHALF OF THE  
ATOMIC ENERGY  
ALLIED COUNCIL,  
APL-CIG, CLC and CFL

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

Local 93 of the United  
Brotherhood of Carpenters  
and Joiners of America

John A. Quinn

Local 742 of the International  
Brotherhood of  
Electrical Workers

R.A. Hegaloren  
Douglas K. Steeno

Local 920 of the International  
Union of Operating Engineers

G. Fayla

Local Lodge 1522 of the  
International Association of  
Machinists & Aerospace Workers

V. Morel  
Barclay J. Ferris

Local 71 of the United  
Association of Journeymen and  
Apprentices of the Plumbing  
and Pipe Fitting Industry of  
the U.S. and Canada

W.R. Blundell

Drivers, Chauffeurs,  
Truckmen and Helpers  
Local Union 91, Affiliated  
with International Brotherhood  
of Teamsters

A.V. Field

Local 327 of the Sheet  
Metal Workers  
International Association

Murray Egan  
Ronald LeBelle

Local 200 of the  
International Brotherhood  
of Painters and Allied Trades

Earl Kuehl  
Ben Hamblin

→  
Atomic Energy  
of Canada Limited  
Research Company  
Chalk River  
Nuclear Laboratories

Énergie atomique  
du Canada, limitée  
Société de recherche  
Laboratoires Nucléaires  
de Chalk River  
HUMAN RESOURCES DIVISION

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Mr. P.J. Galinski, President  
The Atomic Energy Allied Council  
41 Selley Street  
PETAWAWA, Ontario  
K8H 3G9

1990 June 14

Dear Mr. Galinski:

This is to record agreement between Atomic Energy of Canada Limited and the Atomic Energy Allied Council on matters which are supplementary to the Collective Agreement covering the period 1990 June 01 - 1992 March 31.

1. Grievance and Arbitration

The provisions of this supplementary letter shall be considered part of the Agreement for the purpose of the grievance and arbitration procedures.

2. Benefits Review committee

Subject to approval by all Research Company Bargaining Units, the Company intends to reconstitute the Benefits Review Committee of 1989 to review Company-wide insured benefit plans by 1990 December 31 and make recommendations for improvements. The original terms of reference for this Committee will be reviewed and amended as necessary by the groups involved.

3. Apprentices Awaiting Results of Apprenticeships

Where an apprentice has completed his apprenticeship and written a Ministry of Skills Development exam but he is not being offered continuing employment and has not received his test results where applicable, he will be retained, without change in rate of pay and without seniority rights, for five working days following notification that he has passed the requirements. Where an apprentice is advised that he has failed the trades requirements, he may be retained, without change in rate of pay and without seniority rights, to rewrite the failed Ministry of Skills Development test where applicable.

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4. Employees Receiving the #3 Rate

Employees who were in receipt of the #3 rate on date of ratification will continue to receive a rate 2% higher than the basic rate of their classification for the duration of this agreement provided they continue to perform the work for which the #3 rate was awarded.

5. Performance of Work by Supervisory and Salaried Staff

3/1 Supervisory and salaried staff have duties and responsibilities which are normally distinct from those of bargaining unit employees, and will not do work regularly performed by bargaining unit classifications.

6. Contracting Out

It is the intent of the Company that contracting out will not adversely affect employees in the bargaining unit. If any dispute arises with respect to this policy, the matter will be discussed forthwith by representatives of the Company and Council.

5/1 In the event the Company and Council are unable to resolve or otherwise dispose of the matter, any subsequent grievance will be dealt with under the grievance procedure as outlined in Article 12, commencing at the third step.

Whenever practicable the Company will notify the Allied Council, normally at the MACC and SC meeting, of its intention to contract out on-site work.

7. Ontario Health Insurance Review Committee

It is the Company's intent that an Ontario Health Insurance Review Committee, similar to that which met in 1976, be convened from time to time as appropriate, to review supplementary health insurance coverage for employees resident in Ontario and to make recommendations to the employees in the province.

8. Outside Assignments

The Company will not require a driver to lay-over without pay while on an outside assignment.

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9. Progression

Failure to pass any qualifying stage referred to in Article 22.07 will be thoroughly discussed between the employee (and a Union representative, if the employee so wishes) and his supervision, with a view to improving his performance. He will then be allowed to be re-examined for this stage once during the six month period following the failure at a mutually agreed time. However for the final qualifying stage, one additional attempt at qualifying will be allowed at a mutually agreed-upon time during the six month period following the initial failure.

10. Compensation for Work Related Injury or Illness (Effective 1988 January 01)

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- (a) When an employee is unable to work due to an injury or industrial illness arising from work performed for the Company that is accepted as compensable by the applicable Workers' Compensation Board, the Company will pay to such an employee an amount which will maintain the employee's basic wages net of income tax. Such payments shall be made without loss of the employee's short term and intermediate term sickness/disability benefits and shall cease when the disability has been declared permanent and the Compensation has been taken over completely by the applicable Workers' Compensation Board at provincial rates.
  - (b) Pending acceptance by the Workers' Compensation Board of such a claim as compensable, the employee will be maintained on payroll at 75% of basic wages (less normal payroll deductions).
  - (c) When such a claim is accepted by the Board as compensable, the employee's wages will be adjusted as provided in (a) above retroactive to the commencement of the absence due to the injury or illness.
  - (d) If the Board rejects the claim, the employee will be notified and will have to submit a claim under the Short Term and/or Intermediate Term Sickness/Disability plans.

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11. Joint Productivity undertaking

The Company and Council agree that they have a mutual interest in improved productivity and to that end agree to participate in an all-union/Company committee to consult on issues contributing to improved productivity and attempt to resolve issues relating to the assignment of work.

12. Transition to Maintainer Concept

- (a) The parties agree that all employees currently classified in the classifications that will be replaced by the Control Maintainer, Electrical Maintainer, Mechanical Maintainer and Building Maintainer classifications will be reclassified effective on date of ratification or 1989 September 10, whichever is later, provided they are actively at work on date of ratification and are under no medical or physical limitations with respect to performance of full duties. Employees who are excluded for the reasons above will be reclassified to the appropriate maintainer classification on return to normal duties without physical or medical limitations and will be paid at the Group 10 rate or Group 9 rate as applicable.
- (b) Persons hired into the maintainer classifications will either hold a journeyman status, or have equivalent training and experience and have passed an AECL trades test.
- (c) Duties assigned in other than the primary trade will normally be to assist fully qualified tradesmen, or to perform duties that are within their competency, subject to regulatory and safety considerations.
- (d) The primary trade will determine Union affiliation and apprentices will belong to the Union that normally represents their trade.
- (e) The Company will endeavour not to reduce the numbers of employees in the primary trade areas from those that currently exist subject to operational requirements.

13. Maintainer Seniority

Seniority for the purposes of internal competitions as defined in Article 14 will be service in the Mechanical, Electrical or Building Maintainer classifications, however the major determining factor in layoff will be the remaining work requirements by primary trades skills. Seniority in the primary trades will be considered in such cases.

14. Driver Classification

All drivers currently on full time strength will be given an opportunity to qualify, through in-house training, for the necessary licenses required to qualify for the single driver classification. In the event a layoff should occur before the training opportunity has been provided, that lack of training opportunity will not be cause for layoff.

If an employee does not qualify for the single driver classification after training, he will revert to his previous classification (Truck Driver, Truck Driver (Heavy) or Bus Operator), and revert to the applicable wage rate for that classification. In the event of a layoff following training, employees in any of the Truck Driver, Truck Driver (Heavy) or Bus Operator classifications, may be laid off before employees in the Driver classification.

15. Absenteeism

The parties to this Collective Agreement agree to work together to eliminate any possible abuse of the Employee Welfare Plans, particularly in regard to time lost from work.

The revision of seniority dates for special cases of extended absenteeism will be jointly determined by the Company, the Council and the union concerned.

16. Issue of Uniforms to Bus Operators

On a trial basis for the duration of this agreement. the practice with respect to uniforms will be as follows:

- (1) An initial uniform issue will be made to Bus Operators following hire. It will consist of one tunic, two pairs of trousers, one forage cap, four shirts, two neckties, one parka, and one raincoat.



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- (2) Replacement uniforms or portions thereof will be issued on an "as required" basis, but no more often than every two years.
- (3) Outerwear will be issued on an "as required" basis but no more often than every fourth year.

17. Issue of Uniforms to Security Guards

On a trial basis for the duration of this agreement, the practice with respect to uniforms will be as follows:

- (1) An initial uniform issue will be made to Security Guards following hire. It will consist of four pair of trousers, one forage cap, six shirts, two neckties, and one three-in-one jacket.
- (2) Replacement uniforms or portions thereof will be issued on an "as required" basis.
- (3) The three-in-one jacket will be issued on an "as required" basis but no more often than every fourth year.

18. Wages

Rates of pay will be effective 1990 June 01 or the date of ratification, if prior to June 01.

19. Maternity Leave

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CPA  
Eligible employees shall be granted maternity leave in accordance with the provisions of SPP RCW-2.41. It is understood that this provision is not payable during a labour dispute or while on Layoff.

20. Company Holidays

A meeting to determine company Holidays will follow an exchange of preferred dates between the employee groups participating. Dates will be established based on majority preferences submitted relative to group size.

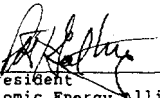
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If you agree that this letter adequately covers the points in  
question, I would appreciate your signature of acceptance in the  
space provided below:

Yours sincerely,

  
D.K. Beeching,  
Director

reads:   
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President  
Atomic Energy Allied Council