

A G R E E M E N T

SOURCE	AECL		
EFF.	92	04	01
TERM.	94	03	31
No. of EMPLOYEES	350		
NOMBRE D'EMPLOYÉS	D.L.		

- between -

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

and

The Several Unions Listed Herein

through

The Atomic Energy Allied Council (CRL)

AFL-CIO, CLC and CFL

for the period

1992 April 01 - 1994 March 31

Chalk River, Ontario

1992 April

SEP 23 1992

Coded ~~11~~

AGREEMENT

between

ATOMIC ENERGY OF CANADA LIMITED

and

THE SEVERAL UNIONS LISTED HEREIN

through

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

for the period

1992 April 01 - 1994 March 31

1992 APRIL

53

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

Union Shop Steward

Union Shop Steward

Union Shop Steward

Union Shop Steward

Union Shop Steward

54

C O N T E N T S

ARTICLE	TITLE	PAGE
1	RECOGNITION.....	3
2	ALLIED COUNCIL MEMBERSHIP.....	3-4
3	REPRESENTATIONAL DISPUTES.....	4
4	LEGISLATION.....	4
5	NATIONAL SECURITY.....	4
6	RESERVATION OF MANAGEMENT RIGHTS.....	4-5
7	COMPANY RULES.....	5
8	UNION ACTIVITY.....	5-7
.02	No Discrimination or Coercion by Company or Unions.....	5
.03	Permission, and Compensation, for Duties Performed As Union Representatives.....	6
.04	Non-Employee Union Representatives on the Plant.....	6
.05	Leave of Absence for Union Business.....	6
.06	Bulletin Boards.....	7
.07	Protection of the Plant.....	7
.08	Crossing Picket lines.....	7
9	NO STRIKES OR LOCKOUTS.....	7
10	MANAGEMENT-ALLIED COUNCIL CO-OPERATIVE HEALTH AND SAFETY COMMITTEE.....	7-8
11	APPRENTICES.....	8 •
12	GRIEVANCES.....	8-13
.01	Definition of Employee Grievance.....	8
.02	General Grievance Regulations.....	8-9
.03	Normal Employee Grievance Procedure.....	10-11
.04	Discharge and Disciplinary Suspension Grievance Regulations.....	11
.05	Discharge Grievance Procedure.....	11-12
.06	Disciplinary Suspension Grievance Procedure.....	12
.07	Company Grievance Procedure.....	12
.08	Union or Council Grievance Procedure.....	13
13	ARBITRATION.....	13-14

C O N T E N T S
(continued)

ARTICLE	TITLE	PAGE
14	SENIORITY. PROMOTION. LAYOFF. RECALL AND TRANSFER	14-18
.01	Governing Principles.....	14-15
.02	Seniority.....	15-17
.03	Layoff.....	17-18
.04	Recall.....	18
.05	Transfers.....	18
15	EMPLOYEE WELFARE PLANS.....	19-21
.01	Hospital and Medical Plans.....	19
.02	Disability Income Protection Program	19-20
.03	Intermediate Term Sickness/Disability	20
.04	Long Term Disability.....	20
.05	Group Life Insurance.....	20-21
.06	Dental Insurance Plan.....	21
16	SUPERANNUATION AND RETIREMENT COMPENSATION.....	21
17	COMPANY HOLIDAYS.....	21-22
.01	Company Holidays.....	21-22
.02	Compensation for Company Holidays.....	22
18	VACATION WITH PAY PLAN.....	23-25
.01	General Regulations.....	23-24
.02	Vacation Leave.....	24
.03	Advance Payment.....	24-25
.04	Payment in Case of Termination of Employment.....	25
19	LEAVE OF ABSENCE.....	26-28
.01	Special Leave.....	26-27
.02	Personal Business Day.....	27
.03	Court Leave.....	27
.04	Veteran's Examination.....	27
.05	Medical Examinations.....	27-28
20	HOURS OF WORK.....	28-29
.01	Work Week.....	28
.02	Rest Periods.....	28
.03	Alternate Work Schedules.....	28-29
.04	Day Employees.....	29
.05	Drivers.....	29
.06	Shift Employees.....	29

C O N T E N T S
(continued)

ARTICLE	TITLE	PAGE
21	OVERTIME.....	30-33
.01	General.....	30
.02	Day Employees.....	30
.03	Shift Employees.....	31
.04	Pre-arranged Overtime.....	31
.05	Callouts.....	31-32
.06	Meals.....	32
.07	Distribution of Overtime.....	32-33
.08	Travelling to and from Outside Assignments.....	33
.09	Conventions.....	33
22	WAGES.....	34-36
.01	Rate of Pay.....	34
.02	Classification Grouping.....	34
.03	Evening and Night Shift Differentials.....	35
.04	Premium for Scheduled Saturday and Sunday Shift Work.....	35
.05	Off-site Assignment.....	35
.06	Lead Hand Rates.....	35
.07	Progression Within Guard - Protective Services B Classification.....	36
.08	Payment for Work Within Dual Classifications.....	36
.09	Limitation on Payment of Premium Rates.....	36
.10	Payment of Wages.....	36
.11	Acting Pay.....	36
23	SHIFT WORK.....	37
.01	Limitations on Scheduling of Shifts.....	37
.02	Holdover.....	37
.03	Short Change Premium.....	37
24	TERMINATION COMPENSATION.....	37-38
.01	General.....	37-38
.02	Death.....	38
.03	Layoff.....	38
.04	Voluntary Resignation Before Retirement.....	38
.05	Retirement.....	38
25	UNION SECURITY.....	39
.01	Deductions from Wages.....	39
.02	New Employees.....	39

C O N T E N T S
(continued)

ARTICLE	TITLE	PAGE
26	TECHNOLOGICAL CHANGE.....	39
27	PERFORMANCE REVIEW.....	40
28	DURATION AND AMENDMENT OF AGREEMENT.....	52-53
	VACATION TABLE	35
	TABLE OF FAMILIES.....	40
	CLASSIFICATION GROUPINGS.....	41
	WAGE/SALARY TABLES.. ..	42
	APPRENTICE TABLES.....	43-49
	PROGRESSION SCHEDULE.....	50-51

ATTACHMENTS:

SUPPLEMENTARY LETTER

APPENDIX A - 12 HOUR SHIFT AGREEMENT

APPENDIX B - 10 HOUR SHIFT AGREEMENT

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
- ✓ Sheet Metal Workers' International Association Local 47
- ✓ Local 200 of the International Brotherhood of Painters and Allied Trades

- through -

THE ATOMIC ENERGY ALLIED COUNCIL (CRL)
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 (CRL)
AFI-CIO, CLC and CFL

hereinafter known as "the Council".

INTRODUCTION

The purpose of the agreement which follows is to establish the basis of a **working** relationship between the parties that will provide **meaningful** work, job satisfaction, and fair and competitive **wages** for employees, and support an efficient and competitive business in **world class** Nuclear Science and Technology **for** the maximum benefit of Canada.

We believe that we must work together to **build** and maintain a harmonious relationship. In **administering** this agreement, we will exhibit mutual trust, **understanding** and sincerity, and avoid confrontational tactics. Should differences or misunderstandings occur, we will resolve them promptly through full and open discussions within the terms of our dispute resolution process.

We support and encourage policies and practices that reflect our commitment to the following principles and values:

- continuous improvement in quality and efficiency;
- working together as a team to maintain a safe viable business;
- freedom from harassment and discrimination;
- recognition of the full worth and integrity of all employees.

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, short term and as-required 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.

Other than for maternity/child care leave replacement purposes for which the appointment will be for the duration of the leave granted, employment may be continued beyond a period of 6 months from the date of last hiring by agreement between the Union and the Company.

1.06 As-required employees are those employees hired on a roster for a period of 12 months and are only paid for the days worked.

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

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 *Act*

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, layoff, 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 interests of mutual understanding and the efficient administration of this function the Company agrees that in case 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.

(c) Generally manage the enterprise in which the Company is engaged, and without restricting the generality of the foregoing to determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules 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 sufficient copies for each member local of all General Notices, Standard Policies and Procedures and amendments thereto affecting members of the Bargaining Unit, immediately as 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 the employee's 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 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 supervisor. Permission will not be unreasonably withheld. On completion of the function for which permission to leave was granted, they will report to their immediate supervisor 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 desiring to visit CRE 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**

63/3
(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 management permitting. Requests for such leave must be made in writing by an officer of the Union to the Manager, Employee Relations & Organizational Development, and should be submitted, where possible, at least 2 weeks in advance.

63/3
(b) Leave of absence without pay, for a period of up to approximately one year, will be granted to employees 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 use of member unions. It is understood that postings which may be of a controversial nature will be discussed with Employee Relations staff before posting.

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 the employee's 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 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 hours duration, except by mutual agreement.

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.

66/1
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.

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 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 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 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 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 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 the 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, the employee's 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 the employee's 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 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, the employee shall be awarded reinstatement to the employee's former job without loss of seniority and with full compensation for time loss at the employee's regular wage rate, less any earnings received by the employee from other sources during the period of discharge or suspension. The grievance may also be settled by deciding that the discharge or suspension given was for just cause. It is also understood that such a grievance may be settled by deciding that the penalty given to the employee was excessive, and that the employee should be reinstated with partial compensation for time lost.

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 the employee's control and through no fault of the employee, is unable to present the grievance in person, the employee's Union representative may act on the employee's behalf.

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

(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 the employee's supervisor. If the matter is not settled the alleged grievance shall be reduced to writing, signed by the employee, and submitted to the employee's Branch Manager.

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

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 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 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 Organizational Development.

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 Chairperson.

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 Chairperson.

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 Chairperson 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, provided that senior employees are qualified and can perform, after a reasonable period of familiarization, the remaining work.

(b) The skill and experience of an employee and the employee's 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 six days. First consideration will be given to internal applicants of the Council. The Council will consider entering into a reciprocal agreement when and if all other bargaining units at CRL agree to enter into same. 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.

(d) Temporary Lead Hand positions will be staffed on an as required basis from a pool of qualified personnel (normally two or more) within the work unit. The pool will be determined through a semi-annual competition process

internal to the branch. Assignments may be continued beyond a period of six months from date of assignment by agreement between the Union and the Company. It is agreed that temporary Lead Hand assignments will be distributed as equitably as practicable within the pool.

(e) In the interest of improved productivity and greater return on training costs for people in new positions it is agreed that employees should normally remain in positions acquired through internal or external competition for a period of twelve (12) months before applying for other internal competitions. Either party may request exemption due to special circumstances. Such exemptions will be discussed with the Union and not unreasonably denied. This provision is not intended to restrict normal career development.

14.02 Seniority

(a) Effective Date

(i) An employee shall be on probationary service until the employee has worked 120 days or 960 hours (excluding overtime), whichever comes first, following the employee's initial hire. On completion of this period the employee 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 within the Bargaining Unit, a 30 day familiarization 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 the employee's full period of service in the employee's 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 Laboratories with the Company or its predecessor, since

8
20/20

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 A/ECL employment will be deemed senior.
- (3) An employee with the greater length of non-continuous A/ECL employment will be deemed senior.
- (4) Seniority will be determined by the process of chance through the drawing of names. The 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 3 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

(i) For Apprenticeship Service

On entering the classification or family for which the employee was training. immediately upon completion of the apprenticeship with no break in service, the graduating apprentice will be credited, for seniority purposes, with actual continuous CRL 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.

(ii) For Trainee Service 25a

On entering the classification or family for which the employee was training an employee will be credited for seniority purposes with 50%, or two years and six months, whichever is the lesser, of actual CRL 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 the employee's immediately former classification or family the seniority the employee 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 the employee is qualified to perform the remaining work. 27c

(c) An employee who is designated for layoff, but who retains seniority in a former classification or family in accordance with Article 14.02(e), 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 the employee is qualified to perform the required work.

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

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

14.04 Recall *27d*

(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, the employee shall be retained on a recall list for a period equal to the employee's seniority, but not exceeding 2 years, unless recalled to work within that period.

(b) While on a recall list the employee will retain a 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 the employee 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 the employee does not report for work within 10 working days after recall, without reasonable excuse, the employee shall be terminated. It is the responsibility of those on recall lists to keep the Employment Services 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). Effective 1993 April 01, this allowance will increase to be equivalent to 50% of the Extended Health Care Premium.

15.02 Disability Income Protection Programs

(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 six days without a medical certificate is allowable during each fiscal year.

In situations where abuse is suspected, 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 as soon as practicable and normally no later than the commencement 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 the employee's basic classification.

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

73
06997

(c) Short Term Sick Leave

Each employee will receive a credit of six days of 100% paid sick leave on each April 01. 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: 4.5 days
- hired October 01 to December 31 inclusive: 3 days
- hired January 01 to March 31 inclusive: 1.5 days

Employees who are absent on long term disability benefits referred to in Article 15.04 on April 01 will not be credited with the six days until the April 01 following their recovery and return to work - the credit will be 6 days if the employee returns to work on or before October 01, 3 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

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

Life insurance will be provided as follows:

- (1) 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.

10c
1/3

72
999

(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 \$300 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

$\frac{71}{a}$ $\frac{700}{100}$

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) (i) 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.

$\frac{53}{11}$

(ii) Effective 1993 April 01, there shall be twelve (12) Company Holidays each calendar year. Except as provided for in Article 17.01(b) the Company Holidays will be observed as follows:

- Good Friday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- New Year's Day

$\frac{53}{120}$

The remaining three (3) days will be considered as individually floating holidays which may be taken at the request of the employee subject to operational requirements. Unused Company Holidays cannot be carried over to the next fiscal 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 A&C 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 supervisor. If an employee is working in a dual classification the employee 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 the employee's 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 the employee 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.

(k) Each day of vacation taken by an employee will be paid at the employee's current salary for the employee's normal working hours for that day. No premium or bonuses will, however, apply.

(l) 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.

(m) 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.

(n) One (1) day of the annual vacation leave granted may be used in minimum increments of one-half (1/2) hour.

18.02 Vacation Leave

Vacation leave is credited to continuing employees on the following basis and regulations governing this leave are specified in SPP RCW-2.37.

(i) New employees earn vacation leave at the rate of one and one-quarter days per month. After 6 calendar months of service they are credited with vacation leave to the extent of the amount that they will earn to the end of the vacation year (March 31). Employees who have been rehired are credited with the period or periods of previous AECL service for vacation purposes and will earn vacation at the appropriate rate for their total eligible AECL service in accordance with SPP RCW-2.37.

(ii) If, at the end of a vacation year, an employee's entitlement to vacation leave includes a fractional entitlement of 1/4 or 3/4 day, the entitlement shall be increased to the nearest one-half (1/2) day or full day respectively.

(iii) Employees who have completed 6 months or more service in their current period of employment by April 01 will be credited with annual vacation in accordance with the following Vacation Table (Page 24).

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 C&L-137) at least ten calendar days prior to the employee's 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 the employee terminates.

VACATION TABLE

(EFFECTIVE 1992 APRIL 01)

CREDITS	<u>SERVICE BY APRIL 01</u>	<u>EFFECTIVE APRIL 01</u>	VACATION
1/2 but less than 6 years	01 02		15 days
6 but less than 7 years	02 03		16 days
7 but less than 8 years	02 03-1		17 days
8 but less than 9 years	02 03-1		18 days
9 but less than 10 years	etc		19 days
10 but less than 15 years			20 days
15 but less than 17 years			21 days
17 but less than 20 years			22 days
20 but less than 23 years			23 days
23 but less than 25 years			24 days
25 but less than 26 years			25 days
26 but less than 28 years			26 days
28 but less than 30 years			27 days
30 but less than 32 years			28 days
32 but less than 34 years			29 days
34 years or more			30 days

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.

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 the employee 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

63a
1
(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 63 1/2

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

(d) Birth or Adoption of Child 63 1/2

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 63 1/2

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.

19.03 Court Leave 63 1/2

Court leave will be as specified in SPP RCW-2.42.

19.04 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 69 1/2

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

if 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 CRL 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 CRL 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 Alternate Work Schedules

Notwithstanding any reference to commencement/departure times in Articles 20.04, 20.05 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 alternate 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) In addition to the 8 hours per day regularly worked, employees may elect to work extra hours to accumulate up to a total maximum of 8 hours to be taken off at a later time. The accumulation of such extra hours must be on productive work with the prior approval of supervision, worked in minimum 30 minute periods and earned at the rate of hours accumulated equal to the actual extra

hours worked. The accumulated time may be taken as time off by the employee subject to advance approval by supervision.

(c) 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. Such requests will not be unreasonably withheld. 350

20.04 Day Employees 1 34
4600

(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. for ten (10) hour drivers and 8:05 a.m. to 4:35 p.m. for eight (8) hour drivers with the exception of a lunch period of thirty (30) minutes, normally between 11:20 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 # 1 (night) shift shall commence at 12:05 a.m. and end at 8:05 a.m.

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

(iii) The # 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. 36 930

(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 me-half subject to (b) immediately following.

370
18
9
(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.~~ (Meal periods, 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 work.

(c) For the purpose of this Article, the expression "normal hourly rate of pay" is defined to be 1/2080 of the employee's current annual salary based on a 40 hour week.

(d) An employee who is required to work beyond the employee's basic daily hours or normal shift will not be paid for periods of overtime work of an hour or less. However, should the overtime work period extend beyond one hour, it will be computed to the nearest thirty minutes and paid for at the applicable overtime rate.

21.02 Day Employees

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

370
08
(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.

370
0
(a) Work performed on their second day of rest (~~Sunday~~) shall be paid at the rate of double time.

(b) Work on Company Holidays

370
0
All work performed on a Company Holiday shall be paid at the rate of double time.

(c) Working During I 1 and I 3 Shifts

Whenever a day employee is required to work overtime encompassing a complete # 3 or # 1 shift as overtime, the employee will be paid at the rate of one and one-half times both the employee's 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 the employee's 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 employees 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 before the employee's normal starting time, the employee shall receive a minimum of four hours at time and one-half provided the employee does not continue into the employee's normal work period. The employee will be required to provide and pay for the employee's own transportation when on overtime assignments, except when the overtime worked is immediately after the regular working hours of the employee and the employee was not advised of the overtime prior to the start of the work period.

21.05 Callouts

An employee who has completed a regular work period and gone home, is called in for extra service before the employee's next regular work period, shall receive a minimum of four hours at time and one-half. Where the

48d

employee commences work less than four hours in advance of the employee's regular work period and continues without break into that period, the employee 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 the employee's regular work period then the employee 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) An employee will be entitled to take a thirty minute meal period which will be paid at the applicable overtime rate when the employee has been scheduled to work more than ninety minutes and that extends into a normal meal period. An employee who qualifies for a meal will have \$10.00 added to his time sheet. *390*

(b) Employees working overtime shall have \$10.00 added to their time sheet and paid for a one-half hour meal period at intervals of five hours beyond the end of the last previously assigned overtime meal period. *390*

(c) However, if an employee is unable to have a meal due to the urgency or location of the work, the employee shall receive an additional one-half hour at the employee's base rate of pay, plus the \$10.00 meal allowance. *390*

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

(e) Notwithstanding (a) above; a meal allowance will not be provided for pre-arranged overtime on days of rest unless the work extends into a second or subsequent meal period.

21.07 Distribution of Overtime *40/2*

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 full time qualified employees in the Branch concerned. It is further agreed that a monthly record of overtime worked including overtime refusals and unavailability 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 the

employee's 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 the employee's higher classification.

21.08 Travelling To and From Outside Assignments

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

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

(b) on the employee(s) day(s) of rest the employee 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, the employee will be compensated at the employee's regular rate to a maximum of six hours.

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

(c) assignments in the local area (Pembroke to NFD 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, the employee 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 - SALARIES

22.01 Rate of Pay

The salaries which shall be paid during this Agreement for each grouping and each classification are set out in the Wage/Salary Table page 40.

22.02 Classification Grouping

(a) The classification groupings are set out in the Classification Grouping, Page 39.

(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.

(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.

16/3 (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-eight cents~~ or \$3.84/shift (forty-nine cents or \$3.92/shift effective 1993 April 01) per hour shall be paid to shift employees for each hour worked during the #3 (evening) shift, and ~~fifty-eight cents~~ or \$4.84/shift (fifty-nine cents or \$4.72/shift effective 1993 April 01) per ~~hour~~ for the #1 (night) shift.

22.04 *Premium for Scheduled Saturday and Sunday Shift

(a) An additional ~~sixty cents~~ or \$4.80/shift (sixty-one cents or \$4.88/shift effective 1993 April 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 \$1.45 or \$11.60/shift (\$1.48 or \$11.84/shift effective 1993 April 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.

(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 the employee's 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, page 42. A Lead Hand shall be paid the Lead Hand rate for the employee's classification, or the Lead Hand rate for the highest rated classification supervised if more than 25% of the personnel in the employee's 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, pages 50/51. 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 the employee continuing employment, it is necessary to work in more than one classification, an employee will be paid no less than the rate for the employee's basic classification, and on a day when the employee works in a higher classification the employee 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 Rates**

Where an employee qualifies for payment at premium rates under more than one provision of this Agreement, the employee 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.

22.11 **Acting Pay**

Employees assigned to higher classifications within the bargaining unit on an acting basis, will be eligible for acting pay at the higher rate only if they are assigned for at least half of the full shift, in such cases they would be paid acting pay for the full shift.

7
4/01

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 the employee's normal shift, the employee 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 the employee 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 the employee has not received and compensation on a pro-rata basis for vacation earned during the year in which the employee terminates.

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

30
1

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

24.02 Death 31a/1

Following the death of an employee, the widow(er) or estate will be paid a death benefit equal to ~~12~~ 15 week's pay per completed year of continuous service, less any period in respect of which the employee was previously granted termination compensation, with a minimum of two week's pay and a maximum of 15 week's pay.

24.03 Layoff 31a/

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

(a) 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 the employee was previously granted termination compensation, up to a maximum of 30 weeks' pay. 32/10

(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 the employee was previously granted termination compensation, up to a maximum of 30 weeks' pay. 32/30

24.04 Voluntary Resignation Before Retirement 31c/1

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 the employee was previously granted termination compensation, up to a maximum of 15 weeks' pay.

24.05 Retirement 31d/1

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 the employee was previously granted severance pay, up to a maximum of 30 weeks' pay.

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.

(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 (CRL).

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 the employee's 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 the employee annually (normally in the 1st quarter of each fiscal 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.

Any disputed comments shall be subject to the grievance procedure.

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&AC)/
Refrigeration Operator, Class A
Stationary Engineer Class 3 (R&AC)/
Refrigeration Operator, Class B
Stationary Engineer Class 4 (R&AC)
Refrigeration Operata- Trainee
- (d) Hoisting Engineer
Tractor Operator (Grader)
Loader Operator

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
10	Stationary Engineer Cl.2 (P.H.) Stationary Engineer Cl.2 (R&AC)/Refrigeration Operator Cl.A Building Maintainer Hoisting Engineer Vehicle Maintainer	5	Bus Operator Loader Operator
		4	Do All Saw Operator/ Pantograph Operator Tool Crib Operator - Machine Shops
9	Heat and Frost Insulator Stationary Engineer Cl.3 (P.H.) Stationary Engineer Cl.3 (R&AC)/Refrigeration Operator Cl.B Bricklayer	3	Helper Garage Service Attendant Refrigeration Operator Trainee Cl.1 Stationary Engineer Trainee Cl.1 Tool Crib Operator
8	Instrument Assembler Stationary Engineer Cl.4 (P.H.) Stationary Engineer Cl.4 (R&AC) Tractor Operator (Grader)	2	N/A
		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
 Vehicle Maintainer : Automotive Body Mechanic, Construction Equipment Mechanic, Motor Vehicle Mechanic

50A
1

WAGE/SALARY TABLE

CLASS. GROUP.	RATE	EFFECTIVE 1992 APRIL 01		SALARY
		SALARY	LH RATE	
12	20.21	42,040	21.32	44,350
11	19.93	41,455	21.02	43,725
10	19.45	40,460	20.52	42,685
9	18.74	38,980	19.77	41,125
8	16.94	35,240	17.87	37,170
7	15.86	32,990	16.73	34,800
6	15.73	32,720	16.60	34,530
5	15.54	32,325	16.39	34,095
4	14.89	30,975	15.71	32,680
3	14.27	29,685	15.06	31,325
2	N/A	N/A		N/A
1	<i>Base</i> 13.08	27,210	13.80	28,705

CLASS. GROUP.	RATE	EFFECTIVE 1993 APRIL 01		SALARY
		SALARY	LH RATE	
12	20.61	42,870	21.74	45,220
11	20.33	42,290	21.45	44,620
10	19.84	41,270	20.93	43,535
9	19.11	39,750	20.16	41,935
8	17.28	35,945	18.23	37,920
7	16.18	33,655	17.07	35,510
6	16.04	33,365	16.92	35,195
5	15.85	32,970	16.72	34,780
4	15.19	31,600	16.03	33,345
3	14.56	30,285	15.36	31,950
2	N/A	N/A	N/A	N/A
1	<i>Base</i> 13.34	27,750	14.07	29,270

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 sixty-two cents (sixty-three cents effective 1993 April 01) per hour. Such employees will not be eligible to receive shift and weekend premiums as defined in Articles 22.03 and 22.04.

SALARY TABLE FOOTNOTES

- (i) Employees who are scheduled to work on a continuous rotating shift schedule for a minimum of 6 months will have their basic salary increased by \$1290 (\$1360 effective 1993 April 01) for the duration of their shift assignment. Such employees will not be eligible to receive shift and weekend premiums as defined in Articles 22.03 and 22.04.
- (ii) Part-time employees will be paid on the basis of an hourly rate equal to 1/2080 times the appropriate annual salary of the classification for which they were hired.

250
|

A P P R E N T I C E T A B L E

T R A D E A P P R E N T I C E R A T E S

SECTION I - Regulated, Compulsory-Certified Trades (8000 to 9000 Hours)

G R O U P 1 0 T R A D E S

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

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

T R A I N I N G P E R I O D #

EFFECTIVE DATE	1* (60%)	2 (64%)	3 (68%)	4 (72%)	5 (76%)	6 (80%)	7 (84%)	8 (88%)	9 (92%)
92-04-01	\$11.67	\$12.45	\$13.23	\$14.00	\$14.78	\$15.56	\$16.34	\$17.12	\$17.89
	24,275	25,900	27,520	29,120	30,745	32,365	33,990	35,610	37,215
93-04-01	\$11.90	\$12.70	\$13.49	\$14.28	\$15.08	\$15.87	\$16.67	\$17.46	\$18.25
	24,755	26,420	28,060	29,705	31,370	33,010	34,675	36,320	37,960

|
W
|

APPRENTICE TABLE

TRADE APPRENTICE RATES

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%)
92-04-01	\$11.24	\$11.99	\$12.74	\$13.49	\$14.24	\$14.99	\$15.74	\$16.49	\$17.24
	23,380	24,940	26,500	28,060	29,620	31,180	32,740	34,300	35,860
93-04-01	\$11.46	\$12.23	\$12.99	\$13.76	\$14.52	\$15.29	\$16.05	\$16.82	\$17.58
	23,840	25,440	27,020	28,625	30,205	31,805	33,385	34,990	36,570

* Adjustment of hours resulting from an abatement will occur during the first training period.

APPRENTICE TABLE

TRADE APPRENTICE RATES

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

GROUP 10 TRADES

(Instrument Mechanic, Millwright, Toolmaker and Welder)

TRAINING PERIOD #

EFFECTIVE DATE	1 (60%)	2 (65%)	3 (70%)	4 (75%)	5 (79%)	6 (83%)	7 (87%)	8 (91%)
92-04-01	\$11.67	\$12.64	\$13.62	\$14.59	\$15.37	\$16.14	\$16.92	\$17.70
	24,275	26,295	28,330	30,350	31,970	33,575	35,195	36,820
93-04-01	\$11.90	\$12.89	\$13.89	\$14.88	\$15.68	\$16.46	\$17.26	\$18.05
	24,755	26,815	28,895	30,955	32,615	34,240	35,905	37,545

I
m
I

A P P R E N T I C E T A B L E

T R A D E A P P R E N T I C E R A T E S

G R O U P 1 0 T R A D E S

(Leadburner)

T R A I N I N G P E R I O D #

EFFECTIVE DATE	1 (60%)	2 (65%)	3 (70%)	4 (75%)	5 (79%)	6 (83%)	7 (87%)	8 (91%)
92-04-01	\$11.67	\$12.64	\$13.62	\$14.59	\$15.37	\$16.14	\$16.92	\$17.70
	24,275	26,295	28,330	30,350	31,970	33,575	35,195	36,820
93-04-01	\$11.90	\$12.89	\$13.89	\$14.88	\$15.68	\$16.46	\$17.26	\$18.05
	24,755	26,815	28,895	30,955	32,615	34,240	35,905	37,545

A P P R E N T I C E T A B L E

T R A D E A P P R E N T I C E R A T E S

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

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

(Carpenter on Modular Program)

TRAINING PERIOD #

EFFECTIVE DATE	1 (60%)	2 (65%)	3 (70%)	4 (75%)	5 (79%)	6 (83%)	7 (87%)
92-04-01	\$11.24	\$12.18	\$13.12	\$14.06	\$14.80	\$15.55	\$16.30
	23,380	25,335	27,290	29,245	30,785	32,345	33,905
93-04-01	\$11.46	\$12.42	\$13.38	\$14.34	\$15.10	\$15.86	\$16.63
	23,840	25,835	27,835	29,830	31,410	32,990	34,595

APPRENTICE TABLE

TRADE APPRENTICE RATES

GROUP 9 TRADES

(Painter)

EFFECTIVE DATE	TRAINING PERIOD #						
	1	2	3	4	5	6	7
92-04-01	\$11.24 (60%)	\$12.18 (65%)	\$13.12 (70%)	\$14.06 (75%)	\$14.80 (79%)	\$15.55 (83%)	\$16.30 (87%)
93-04-01	\$11.46	\$12.42	\$13.38	\$14.34	\$15.10	\$15.86	\$16.63
	23,380	25,335	27,290	29,245	30,785	32,345	33,905
	23,840	25,835	27,835	29,830	31,410	32,990	34,595

APPRENTICE TABLE

TRADE APPRENTICE RATES

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

GROUP 9 TRADES

Hoisting Engineer (Mobile Crane Operator)

EFFECTIVE DATE	TRAINING PERIOD ‡		
	1* (60%)	2 (70%)	3 (80%)
92-04-01	\$11.24 23,380	\$13.12 27,290	\$14.99 31,180
93-04-01	\$11.46 23,840	\$13.38 27,835	\$15.29 31,805

• Training periods for this classification equal 2000 hours.

P R O G R E S S I O N T A B L E

G U A R D - P R O T E C T I V E S E R V I C E S

STAGE		1	2	3
RATE	92-04-01	\$13.08	\$13.68	\$14.27
		27,210	28,455	29,685
RATE	93-04-01	\$13.34	\$13.95	\$14.56
		27,750	29,020	30,285

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.

P R O G R E S S I O N T A B L E

I N S T R U M E N T A S S E M B L E R

STAGE		1 (84%)	2 (88%)	3 (92%)	4 (96%)
RATE	92-04-01	\$14.22	\$14.92	\$15.58	\$16.26
		29,600	31,015	32,410	33,825
RATE	93-04-01	\$14.51	\$15.21	\$15.89	\$16.59
		30,185	31,640	33,055	34,510

NOTE: Following entry into the classification, a minimum of 6 months is required at each training stage.

$$\frac{250}{1}$$

X

ARTICLE 28 - DURATION AND AMENDMENT OF AGREEMENT

28.01 This Agreement and the Supplementary Letter thereto dated 1992 June 25 which forms part of the Agreement, when signed by the parties hereto, shall become effective on 1992 April 01, except as otherwise specified herein, and shall remain in full force and effect until 1994 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 1994 January 01 and 1994 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 day of 1992 June 25, executed this Agreement by the hands of their proper officers.

ON BEHALF OF ATOMIC ENERGY OF CANADA LIMITED

John Haxby
Kenney Schmidt
John

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

John Haxby
Arthur Tomarich

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

John A. Dumas

Local 742 of the International Brotherhood of Electrical Workers

Angela S. Steves
Robert A. Fogelbaum

Local 920 of the International Union of Operating Engineers

J. A. Valguerto
R. D. Taylor

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

J. Thomson.

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. Blanton

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

T. L. L.

Sheet Metal Workers'
International Association
Local 47

Murray Egan

Local 200 of the
International Brotherhood
of Painters and Allied Trades

Ben Chandler

APPENDIX "A"
ATOMIC ENERGY ALLIED COUNCIL
12 HOUR SHIFT AGREEMENT

The Company, the Council and the Unions agree that the following conditions shall apply to employees designated for twelve (12) hour shifts. All other provisions of the Collective Agreement remain in full force and effect.

It is further agreed that the provisions of the Canada Labour Code, Part III and the Atomic Energy Control Board and that any increased costs and/or operational difficulties must remain acceptable to the Company. Twelve (12) hour shifts may be discontinued at the request of either party and will revert to the eight (8) hour shift schedule in effect prior to the introduction of twelve (12) hour shifts. Prior to discontinuation, the parties will meet to discuss the schedule and mechanics of reverting back to the eight (8) hour shift system.

1. ARTICLE 12 - GRIEVANCES

It is agreed that a grievance will not be lodged as a result of the interpretation of this Agreement or the administration of twelve (12) hour shifts without first convening a meeting to attempt to resolve any difficulties. Such meeting will include an officer of the Council (normally the President), an officer of the Union (normally the President), the employee involved (if appropriate), representatives of the Branch involved and a representative from Employee Relations. If satisfactory resolution of the issue is not reached as a result of such meeting, the matter then will be subject to the normal grievance procedure, commencing at Step 3.

2. ARTICLE 15 - EMPLOYEE WELFARE PLANS

It is agreed that all benefit levels will remain as specified in the Collective Agreement with the following exceptions:

15.02 (a) - Disability Income Protection Programs

The benefit level remains as specified under Article 15.02, however a claim for benefits will be made only if the period of absence would have resulted in a loss of earnings.

15.02 (c) - Short Term Sick Leave

Employees shall have their accrued days of sick leave credits converted to hours by multiplying the number of days by eight (8) hours per day. A full shift absent will then constitute a reduction of twelve (12) hours of accumulated credits. Employees must use such credits in six (6) hour minimum increments. When an employee ceases to be covered by this Agreement, the employee's credits will be converted to days by dividing the hours of sick leave credits by eight (8) and rounding to the nearest half day.

3. ARTICLE 17 - COMPANY HOLIDAYS

Company Holidays will be deemed to commence at 7:05/8:05 a.m. on the calendar day specified in Article 17.01 of the Collective Agreement and last until 7:05/8:05 a.m. the following calendar day.

17.02 - Compensation for Company Holidays

- (i) Shift employees who are on a scheduled day of rest on a Company Holiday will receive either a holiday with pay which will be by way of the addition of twelve (12) hours to the employee's accumulated vacation credits, or twelve (12) hours pay at their normal rate.
- (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 for the hours worked, and will receive in addition either a holiday with pay which will be by way of the addition of twelve (12) hours to the employee's accumulated vacation credits, or twelve (12) hours pay at their normal rate.
 - who are not required to work will receive twelve (12) hours pay at their normal rate.
- (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 rate (double time) times both normal rate and shift premium, if applicable.

4. ARTICLE 18 - VACATION WITH PAY PLAN

Employees shall have their accrued days of vacation credits converted to hours by multiplying the number of days by eight (8) hours per day. A full shift absent will then constitute a reduction of twelve (12) hours of accumulated credits. Employees must use such credits in six (6) hour minimum increments unless otherwise specified. When an employee ceases to be covered by this Agreement, the employee's credits will be converted to days by dividing the hours of vacation credits by eight (8) and rounding to the nearest half day. Application for vacation leave must be approved in advance for the day(s) requested.

Carry-over of vacation credits as specified in Article 18.01(h) will be based on eight (8) hour day equivalents.

5. ARTICLE 19 - LEAVE OF ABSENCE

19.01 - Special Leave

(b) Death in the Family

Employees will be granted full twelve (12) hour shift absences for each day of special leave entitled to under 19.01(b).

(c) Marriage

Marriage leave shall be granted in accordance with SPP RCW-2.40 but will not exceed forty (40) hours of paid leave.

(d) Birth or Adoption of Child

Employees will be granted up to one day's leave with pay, eight (8) hours, if required, when their spouse gives birth or to arrange for the adoption of a child.

19.02 - Personal Business Day

One day eight (8) hours paid leave per fiscal year will be credited to employees for use in personal or special circumstances.

Wages paid with respect to (c), (d) and 19.02 will be limited to eight (8) hours pay at normal rate (excluding premiums) received for the day worked preceding the beginning of the special leave. For this purpose, vacation credits may be taken in four (4) hour increments to allow full maintenance of pay for the scheduled shift(s) missed due to this cause.

19.03 - Court Leave; 19.04 - Veteran's Examinations

Full maintenance of pay twelve (12) hours will be allowed for scheduled shift(s) missed due to these causes.

6. ARTICLE 20 - HOURS OF WORK

20.01 - Work Week

The CRL work week shall commence at **0705** hours Sunday and extend until **0705** hours the following Sunday. Nothing in this Article shall be construed as a guarantee of work.

20.06 - Shift Employees

- (i) Employees shall work a schedule (Attachment 1) which provides an average of forty (40) hours per week over each full six (6) week period. To attain the forty (40) hour average, each employee will be assigned an extra day off during each six (6) week period (not specified on the schedule attached). It is understood that such extra days off will not fall on Friday #1 shift, Saturdays, Sundays or Company Holidays insofar as they can be avoided.
- The #1 (night) shift shall commence at **7:05/8:05** p.m. and end at **7:05/8:05** a.m. the following calendar day.
 - The #2 (day) shift shall commence at **7:05/8:05** a.m. and end at **7:05/8:05** p.m. the same calendar day.
- (ii) Two paid lunch period of one-half (1/2) hour shall be provided on the #1 (night) shift and two paid lunch periods of one-half (1/2) hour each shall be provided on the #2 (day) shift.

(iii) An employee's first day of rest shall be deemed to commence either at **7:05/8:05** a.m. on the calendar day following completion of the last #2 (day) shift worked, or immediately following completion of the last #1 (night) shift worked. Second and subsequent days of rest shall be deemed to commence at twenty-four (24) hour intervals from the commencement of the first day of rest and be of twenty-four (24) hour durations.

7. ARTICLE 21 - OVERTIME

21.01 - General

Overtime work in excess of twelve (12) 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 time spent in travel do not constitute overtime.

21.03 - Shift Employees

- (i) All work performed on scheduled days of rest shall be paid at the rate of time and one-half both normal rate and shift premium subject to Articles 21.01 and 17.02 as modified above.
- (ii) Holdovers will be limited to four (4) hours beyond the end of a normally scheduled shift. Payment for overtime so worked will be at the rate of time and one-half both normal rate and shift premium if applicable, subject to Article 21.01 as modified above and Article 21.03 (a)(iii) of the Collective Agreement.
- (iii) Mutual exchanges will be subject to supervisory approval as outlined in Article 21.03(b) of the Collective Agreement, and will be limited to:
 - shift exchanges with employees who will not be on standby on the date of the proposed exchange, and
 - shift exchanges which will not result in either employee working on more than four (4) consecutive days, or working two (2) or more consecutive shifts.

21.04 - Pre-arranged Overtime Before Normal Starting Time

21.05 - Callouts

Employees who are on standby and called out for shift relief will not be eligible for the travel time allowances and will be required to provide and pay for their own transportation and not be eligible for a travel allowance.

21.07 - Distribution of Overtime

While the Company agrees to distribute overtime as equitably as is practical, it is understood that the standby roster later defined within this Agreement must be the primary governing document determining the ultimate allocation of overtime work.

21.08 - Travelling to and from Outside Assignments

Employees sent to training courses external to CRL will have pay maintained (twelve (12) hours pay at normal rates excluding premiums) for regularly scheduled shifts missed for **this reason**. No payment will be made for time so spent on days of rest other than while the employee(s) is/are travelling to/from such a course on a day of rest which will be paid in accordance with Article 21.08.

8. ARTICLE 22 - WAGES

Shift Differential for Continuous Rotating Shifts

Employees who are scheduled to work on a continuous rotating shift schedule for a minimum of six (6) months will have their basic wage rate increased by the amount specified in the current Collective Agreement while they are so scheduled. Such employees will not be eligible to receive shift and weekend premiums as defined in Articles 22.03 and 22.04.

For employees who may be placed on a twelve (12) hour shift schedule for purposes of relief for vacation, sickness, etc., the above rate will not apply and the employee will be entitled to receive shift and weekend premiums, if applicable, in the following manner.

22.03 - Shift Differential

An additional amount as specified in the current Collective Agreement shall be paid to shift employees for each hour worked during the #1 (night) shift. No differential shall apply for hours worked during the #2 (day) shift.

22.04 - Premium for Scheduled Saturday and Sunday Shift Work

When an employee's scheduled shift does not commence and end on the same calendar day, such shift shall be deemed for Saturday and Sunday premium purposes to have been entirely worked:

- on the day it commenced where half (1/2) or more of the hours worked fall on that day,
- or
- on the day it terminates where more than half (1/2) of the hours worked fall on that day.

An additional amount as specified in the current Collective Agreement shall be paid to shift employees for each scheduled hour worked (or deemed to have been worked) on Saturdays, as well as shift differential if appropriate. An additional amount as specified in the current Collective Agreement shall be paid to shift employees for each scheduled hour worked (or deemed to have been worked) on Sundays as well as shift differential if appropriate.

22.10 - Payment of Wages

wages of employees shall be paid every second Thursday:

- #1 (night) shift employees shall receive their pay cheques on the #1 (night) shift which commences Wednesday of pay week.
- #2 (day) shift employees shall receive their pay cheques on #2 (day) shift Thursday of pay week.

9. ARTICLE 23 - SHIFT WORK

23.03 - Short Change Premium

This Article will not apply to employees working twelve (12) hour shifts.

49
9200

10. Standby Duty

Employees on days of rest will be designated for standby duty, and a schedule posted. An employee who is scheduled for standby duty must make arrangements so that the employee can be reached by telephone (in the event the employee is required to come to work to cover an absence) during the two (2) hours prior and one (1) hour following those shift change times for which the employee has been designated, and must come in if so requested by supervision. An employee who is on standby duty who is incapable of coming to work due to illness must contact supervision as far in advance as is possible and will normally provide an acceptable replacement. When requested by the Company, such employees shall provide an acceptable physician's certificate verifying their inability to come to work as a result of illness. Failure to meet these requirements shall represent a breach of Company rules.

Overtime payment in accordance with the provisions of this Agreement will apply for overtime hours worked as shift relief; however, no additional compensation will be payable by the Company in respect of standby duty.

If a requirement arises for additional personnel on standby duty, employees who are on extra days off will be required to be on standby duty for their shift only.

11. Miscellaneous

Any applicable Standard Policies and Procedures, or Articles of the Collective Agreement not specifically documented in this Agreement are to be interpreted in the context of twelve (12) hour shifts. Should any disagreement arise on issues not specifically mentioned in this Agreement, discussions will be held with a view to resolving the issue.

IN WITNESS WHEREOF the parties hereto have, this 23rd day of April, 1992 executed this Agreement by the hands of their proper officers.

ON BEHALF OF ATOMIC ENERGY
OF CANADA LIMITED

Peter Spary
James Schreder
Tim

ON BEHALF OF THE ATOMIC
ENERGY ALLIED COUNCIL
(CRL) APL-CIO, CLC AND CPL

John Galley
Robert Lamarche

Local 742 of the International
Brotherhood of Electrical
Workers

Douglas Stewart
Robert G. Fogaloram

Local 920 of the International
Union of Operating Engineers

J. R. Valguette
J. P. Asola

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

Tim

APPENDIX "B"
ATOMIC ENERGY ALLIED COUNCIL
10 HOUR DRIVER AGREEMENT

The Company, the Council and the Union agree that, the following conditions shall apply to Drivers designated to work ten (10) hours per day and four (4) days per week. All other provisions of the Collective Agreement remain in full force and effect.

It is further agreed that, should the following conditions create unacceptable operational difficulties, the Company reserves the right to terminate this agreement and implement an "eight (8) hour per day split-shift schedule" as envisaged by Article 23.01(b) of the current Collective Agreement. Input will be considered from the Council and the Union involved prior to such a change being implemented.

In view of the above, the Company, the Council and the Union agree to amend the administration of the said Collective Agreement as follows; in respect to the Driver classification:

1. ARTICLE 12 - GRIEVANCES

It is agreed that a grievance will not be lodged as a result of the interpretation of this Agreement, or the day-to-day administration of ten (10) hour day, four (4) day per week schedule, without first attempting to resolve the matter through discussion with the Manager, Transport Branch. If the matter is not resolved in this manner, the issue will be discussed with the Director, Supply and Services Division, or designate. Such meetings will include an officer of the Council (normally the President), the employees/Union involved (as appropriate), a representatives of Transport Branch and a representative of the Employee Relations Section.

If satisfactory resolution of the issue is not reached, the matter will be subject to the normal grievance procedure, commencing at Step 3.

2. ARTICLE 15 - EMPLOYEE WELFARE PLANS

It is agreed that all benefit levels will remain as specified in the Collective Agreement. However, administration of selected Plans for Drivers will be modified as follows:

15.02 (a) - Disability Income Protection Programs

The benefit and payment levels remains unchanged, but claims for benefits will only be approved when the period of absence would have resulted in a loss of earnings.

15.02 (c) - Short Term Sick Leave

Employees shall have their accrued days of sick leave credits converted to hours by multiplying the number of days by eight (8) hours per day. A full shift absent will then constitute a reduction of ten (10) hours of accumulated credits. Employees must use such credits in five (5) hour minimum increments. When an employee ceases to be covered by this Agreement, the employee's credits will be converted to days by dividing the hours of sick leave credits by eight (8) and rounding to the nearest half day.

3. ARTICLE 17 - COMPANY HOLIDAYS

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:

- (i) Employees who are not required to work on Company Holidays will receive ten (10) hours pay at their normal rate.
- (ii) Employees who are required to work overtime on a Company Holiday will receive normal pay for normal hours as in (i) above in addition to overtime pay.
- (iii) Employees who are on a scheduled day of rest on a Company Holiday will receive ten (10) hours pay at their normal rate.

4. ARTICLE 18 - VACATION WITH PAY PLAN

Drivers shall have their accrued days of vacation credits converted to hours by multiplying the number of days by eight (8) hours per day. A full shift absent will then constitute a reduction of ten (10) hours of accumulated credits. Employees must use such credits in five (5) hour minimum increments, unless otherwise specified. When an employee ceases to be covered by this Agreement, the employee's credits will be converted to days by dividing the hours of vacation credits by eight (8) and rounding to the nearest half day. Application for vacation leave must be approved in advance for the day(s) requested.

18.01 - General Regulations

18.01(c)

One week shall consist of four (4) days as assigned (Monday to Friday inclusive), or forty (40) hours of accumulated vacation credits.

18.01(b)

Carry-over of vacation credits will be as specified in the Collective Agreement but will be based on ten (10) hour day equivalents.

18.02 - Compensation for Vacation

(b) Each day of vacation taken by a Driver will constitute a reduction of ten (10) hours of accumulated credits and will be paid at current rate(s) for normal working hours missed on that day(s).

5. ARTICLE 19 - LEAVE OF ABSENCE

19.01 - Special Leave

Employees will be granted full ten (10) hour shift absences for each day of special leave granted under this Article.

19.01(b) - Death in the Family

19.01(d) - Birth or Adoption of Child

19.01(c) - Marriage

Marriage leave shall be granted in accordance with SPP RCW-2.40 but will not exceed forty (40) hours of paid leave.

19.02 Personal Business Day

One day eight (8) hours paid leave per fiscal year will be credited to employees for use in personal or special circumstances.

6. ARTICLE 20 - HOURS OF WORK

20.05 - Drivers

(a) The regular work week for Drivers shall be forty (40) hours, consisting of four (4), ten (10) hour days as assigned between Monday and Friday in accordance with the work schedule attached as Attachment "1".

(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 (30) minutes, as assigned between 11:20 a.m. and 1:00 p.m.

7. WAGE TABLE

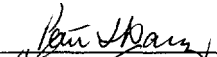
As per the Collective Agreement.


8. Miscellaneous

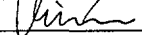
Any applicable Standard Policies and Procedures, or Articles of the Collective Agreement not specifically documented in this Agreement are to be interpreted in the context of ten (10) hour day/four (4) days per week for employees in the Driver classification. Should any disagreement arise on issues not specifically mentioned in this Agreement, the Allied Council Executive Officers, Local Union 91, TCWH representatives and the Company representatives will meet with a view to resolving the issue(s).

IN WITNESS WHEREOF the parties hereto have, this 23rd day of April, 1992 executed this Agreement by the hands of their proper officers.

ON BEHALF OF ATOMIC ENERGY
OF CANADA LIMITED

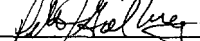





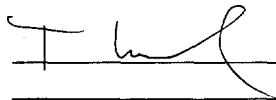


Teamsters, Chauffeurs,
Warehousemen and Helpers Local
Union 91, Affiliated with
International Brotherhood of
Teamsters

ON BEHALF OF THE ATOMIC
ENERGY ALLIED COUNCIL
(CRL) AEL-CIO, CLC AND CFL







A

AECL EACL

HUMAN RESOURCES DIVISION
Employee Relations & Organizational
Development Branch

Mr. F.J. Galinski, President
The Atomic Energy Allied Council
41 Selley Street
PETAWAWA, Ontario
K9H 3G9

AECL Research EACL Recherche

Chalk River Laboratories Chalk River Ontario Canada K0J 1J0 Tel (613) 584-3311 Fax (613) 584-4024 Telex 053-34555	Laboratoires de Chalk River Chalk River (Ontario) Canada K0J 1J0 Tel (613) 584-3311 Fax (613) 584-4024 Telex 053-34555
--	---

1992 June 25

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 1992 April 01 - 1994 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. Joint Problem Solving

The parties to this agreement have a mutual interest in the timely resolution of problems and grievable issues. During this Agreement, the parties agree to meet and discuss new methods of conflict resolution which will reduce the overall time required to resolve such disputes and hopefully minimize the requirement for third party dispute resolution.

3. Apprentices Awaiting Results of Apprenticeships

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

.../2

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. It being understood that the interpretation of this article will not be affected by any movement to common employee status.

6. Contracting Out

5/1

The Company will not contract work that will result in a layoff of employees in the bargaining unit. If any dispute arises with respect to this policy, the matter will be discussed forthwith by representatives of the Company and the Council.

In the event the Company and the 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 work or have work done on site by external contractors.

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.

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 the employee's supervision, with a view to improving the employee's performance. The employee 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 1986 January 01)

- 707
- (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.

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) The parties agree that all employees currently classified in the classification that will be replaced by the Vehicle Maintainer classification will be reclassified effective 1992 April 19.
- (c) 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.
- (d) Duties assigned in other than the primary trade will normally be to assist fully qualified tradespersons, or to perform duties that are within their competency, subject to regulatory and safety considerations.
- (e) The primary trade will determine Union affiliation and apprentices will belong to the Union that normally represents their trade.

- (f) 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, Building or Vehicle 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

The following expression of Company intent is to clarify the process agreed to by Transport Branch and the Allied Council to train additional drivers to "ACZ" classification.

1. The two drivers who were hired in 1989 November (Dunham and Irvins) will be the first to be given training opportunities as their selection was subject to them obtaining a Class "A" licence. Five additional drivers will be given the opportunity for a total of seven.
2. All drivers presently on strength who do not possess an "ACZ" licence may apply on a voluntary basis for training to become qualified. If there are more volunteers than the number required (5), selections will be made from the voluntary list in order of seniority. The remainder of volunteers will be trained as time and resources permit.
3. All drivers presently on strength who choose not to participate in the training for "ACZ" licence will continue to receive the Driver classification rate of pay and will be protected by seniority in the event of a layoff.
4. Any driver presently on strength who chooses to train for "ACZ" licence and fails the test will revert to the employee's previous classification (Truck Driver, Truck Driver (Heavy) or BUS Operator). In the event of a layoff following training, those drivers may be laid off before drivers in the Driver classification.

5. Any driver who was unsuccessful in the first test will be offered a second opportunity to qualify.

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 Drivers

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.
- (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 pairs 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. Common Pay System

The parties agree to meet during the life of the agreement to discuss the timing and implementation of a common Company pay system. Should the parties fail to reach such mutual agreement, current practice will continue.

19. Maternity Leave

Eligible employees shall be granted Maternity/Child Care leave in accordance with the provisions of SP7 RCW-2.41. It is understood that this provision is not payable during a labour dispute or while on layoff.

It is further understood that current benefits will not decrease during the life of this agreement.

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.

21. As-Required Employees

This is to record agreement between the Company and the Union on matters pertaining to the hiring of as-required employees for undefined periods of time and will be in effect for the life of the current agreement.

- Posting for as-required positions will be conducted quarterly. The Union will be given an opportunity to submit names of applicants for Company consideration to fill as-required positions.
- As-required employees will not work overtime when full time employees are available and willing to work.
- No full time continuing employee will be laid off while an as-required employee is retained in that classification.

- The Company will deduct a sum equal to the regular monthly dues of the appropriate Union for each month the as-required employee has worked more than 10 days. Dues will be remitted to the Union at the first pay of the following month.
- As-required employees will be eligible for up to 4 consecutive months of active employment. Extensions will only be by mutual agreement.
- As-required employees will be excluded from accruing seniority, will not be given layoff notice and will not have recall rights.
- As-required employees will not be eligible for enrolment in Company benefit programs. They are eligible for coverage under the Workers' Compensation Act and will receive vacation pay at the rate 4% of earnings payable on each respective pay. Company holidays will only be paid when the as-required employee works the week immediately prior to and following the day in question.

The maximum number of "as-required" tradespersons by Maintainer classification employed at CRL at any one time will be as follows:

Control Maintainer	- 13%	of present number
Electrical Maintainer	- 15%	of present number
Mechanical Maintainer	- 15%	of present number
Building Maintainer	- 25%	of present number

Exceptions to these numbers would only be by mutual agreement.

22. Overtime of One Hour or Less

With reference to Article 21.01(d), in situations where the regular work day routinely requires overtime of less than one hour, this overtime will be accumulated during a pay period and paid at the applicable overtime rate to the nearest half hour.

23. Provision for Pay Changes

The parties recognize that procedures will have to be developed for the implementation and administration of change from hourly rate to salaried pay. The Company will endeavour to have the necessary changes completed by 1992 September 01 and will keep the Council informed of progress. In the interim period employees will continue to be paid under the hourly rate pay system. Any suggestions regarding the application of the new pay provisions will be discussed and appropriately resolved.

24. Earned Vacation Credits

Employees hired prior to 1981 April 1 will maintain the earned vacation to their credit at the time of conversion to the advanced vacation system. These earned vacation credits may be taken over the term of the employee's employment to a maximum of 5 days per year. Should an employee fail to exercise this option, these earned leave credits will be paid out at the time of retirement or termination at the rate of pay in effect at time of termination.

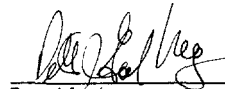
If you agree that this letter adequately covers the points in question, I would appreciate your signature of acceptance in the space provided below.

Yours sincerely,



L.J. Schruder,
Manager

Agreed: _____



President
Atomic Energy Allied Council