

AGREEMENT

- between -

Canadian Nuclear Laboratories



Canadian Nuclear
Laboratories

Laboratoires Nucléaires
Canadiens

and

United Steelworkers – Local 4096 (896)



for the period

**2014 April 01 - 2016 March 31
Chalk River, Ontario**

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

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COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN NUCLEAR LABORATORIES LIMITED

a Company incorporated under
the laws of Canada, hereinafter
called "The Company"

- and -

United Steelworkers Local 4096 – 896

representing certain employees of
the Company, hereinafter called
"The Union".

The Company and the Union agree as follows:

GENERAL PURPOSE

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. 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 joint participation in establishing policies and practices that reflect a 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 United Steelworkers Local 4096–896 has been certified by the Canada Labour Relations Board or recognized by the Company by letter as bargaining agents for certain employees of the Company-based out of Chalk River Laboratories (including Deep River).

1.02 This Collective Agreement covers all full-time, part-time, term and casual employees of the Company at Chalk River and Deep River except forepersons and employees of higher rank, office staff, scientific staff, nurses, students and other employees not represented by USW LOCAL 4096-896.

ARTICLE 2 - PERSONNEL RELIABILITY AND SECURITY

2.01 Maintenance of Site Access Clearance or the appropriate security clearance for the position held, as described by the Personnel Security Procedure (CW-510600-PRO-237, Revision 1, dated 2011 May 13)) and the Security Policy of the Government of Canada, is a condition of employment.

2.02 Site Access Clearance or Security Clearance may be revoked or revised based on new information. Where this action results in the Company revoking an employee's Site Access Clearance or detrimentally changing a security designation, the employee, the President of USW Local 4096, and a USW Local 4096-896 Executive Member shall be notified in writing of such action. The notice shall disclose the reasons for the Company's action to the fullest extent permissible by law and shall inform the employee of the applicable rights of review and redress.

ARTICLE 3 - LEGISLATION

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

ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

USW Local 4096 - 896 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, except that such rules and regulations shall not violate any articles in this collective agreement.

- (b) The Company agrees, however, to discuss changes in rules and regulations that apply to members of the Union.
- (c) Hire, discharge, transfer, promote, demote, suspend, lay off, or discipline employees for just cause, 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 the Union.
- (d) 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 5 - COMPANY RULES

5.01 The Company will forward to the President of the Union and Vice-President of the Local Union a copy of all General Notices, Standard Policies and Procedures and amendments thereto affecting members of the Bargaining Unit, immediately as they are issued.

5.02 New and revised Standard Policies and Procedures that affect working conditions will be provided to the President and Vice-President of the Local Union ten (10) working days in advance of publication for discussion and, when issued, will be posted on bulletin boards by the Company for ten (10) working days.

5.03 Job specifications will be maintained as up-to-date as possible. Any new job specification or revision to current job specifications shall require consultation with the President and Vice-President of the Local Union.

5.04 The relevant provisions in Company Standard Policies and Procedures (SPP) referred to in this Agreement by number and date which are not in conflict with the provisions of this Agreement, shall remain in effect for the life of this Agreement unless otherwise mutually agreed. Should the Company revise one of these Standard Policies and Procedures during the life of this Agreement it may offer to apply the revised SPP to this Bargaining Unit.

ARTICLE 6 - NO STRIKE OR LOCKOUT

It is agreed that there shall be no strikes or lockouts during the period of this Agreement.

ARTICLE 7 - PROTECTION OF THE PLANT

If at any time during or after the termination of this Agreement the employees represented by this Union should engage in a stoppage of work, Union President and the Vice-President of USW Local 4096-896 and the Company will meet in advance to discuss how to ensure that Company property and long-term mutual interests are protected.

ARTICLE 8 - UNION ACTIVITY

The parties agree that informal discussions and small meetings may take place from time to time on Company premises.

However, no meetings shall be scheduled on Company time without notifying the appropriate Supervisor(s). In addition, such meetings must be planned and conducted to avoid interference with other employees and the work of the Company.

8.01 No Discrimination or Coercion by Company or Unions

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

8.02 Permission and Compensation for Duties Performed As Union Representatives

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

In accordance with the above understanding, the Company will compensate Union Officers and Stewards for the time spent in handling grievances of employees at the employee's regular rate of pay and at no loss of benefits. This will not apply to time spent on such matters outside of the employee's regular working hours.

8.03 Non-Employee Union Representatives on the Plant

Designated non-employee representatives of member Unions requiring to visit CRL 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.

8.04 Leave of Absence for Union Business

Leaves of absence with pay “offsite”, for a period of up to two (2) years will be granted to employees elected or appointed to a full time Union office, provided that no more than one (1) is on such leave at any one (1) time. Requests for extensions will be considered and will not be unreasonably denied, but leave with pay “offsite” will not be granted to an employee for more than four (4) consecutive years. Approved leave of absences referred to above shall be invoiced and reimbursed by the local union as stipulated in 8.05.

On occasion, the Union may request that an employee take an extended period of time off as Union Business With Pay. Under this special circumstance, the Union requests that the Company pay the employee and bill the Union for the full amount of the payment (including benefits, etc.).

8.05 Leave for Union Business with Pay “Onsite” and “Offsite”

In addition to the above leaves, the Company recognizes the need and benefit of providing the Union with other types of leave, *with pay “Onsite” or with pay “Offsite”*.

For the purpose of this article, leave with pay “Onsite” or with pay “Offsite” will only be granted during those days in which employees are required to perform their duties.

In addition to the leaves specified in article 8.04, employees shall be entitled to a number of additional leaves, with pay “Onsite” or with pay “Offsite”, including, but not limited to:

Union Business With Pay “Onsite”

- Meetings with the Company during the Grievance Process (additional time will be considered by the Company on a case-by-case basis for grievance investigations)
- Contract negotiation meetings, when the Union meets with the Company
- Meetings between the Company and the Union not otherwise specified in the article

Union Business With Pay “Offsite” (Reimbursable)

- Application for certification, representations and interventions with respect to application for certification, when the employee makes presentations or represents the Union
- Complaints made to the Canada Industrial Relations Board
- Arbitration board hearings, conciliation board hearings and alternate dispute resolution process
- Representatives’ training courses

- Preparatory contract negotiation meetings with the Union and its members
All union leave of absences with pay offsite must be signed by the Local Union President on a form designed and agreed to by both the Union and the Company, and;

The Company will invoice the Local Union on a monthly basis for all “union leave of absences with pay offsite”, and;

All monthly invoices from the Company will be sent to the Local Union Financial Secretary no later than four (4) weeks after the end of each calendar month, and;

The invoices will indicate the name, date, and duration of each leave of absence, as well as a detailed breakdown of the costs, and;

It is understood and agreed that a union representative/member (or an employee called by the union to act as a witness, etc.) who’s on a “union leave of absence with pay offsite” shall continue to be eligible and permitted to use group insurance benefits, as well as continue to accrue pension credits, pension benefits and seniority during such leave.

8.06 Bulletin Boards

The Company agrees to provide bulletin boards for the use of the Union. It is agreed that items will not be posted that are of an offensive nature.

8.07 Crossing Picket Lines

The Company will not expect an employee to cross a picket line, including a picket line at a customer site, if to do so would place the employee's life, limb or personal property in jeopardy.

8.08 Return to Work or Disciplinary Meetings

Any return to work meeting shall be conducted as per the Company Procedure CW-510400-PRO-379 (Return to Work Program, Revision 1, dated 2009 August 20). Union representation will be offered to employees prior to any RTW or disciplinary meeting. For employees refusing union representation, the Company will have the employee complete the form found in Appendix E and it will be forwarded to the Union. The Local Union President will be copied on all formal disciplinary investigation meeting invitations involving bargaining unit employees and ER/HR.

8.09 Employment Equity and Diversity Committee

The Committee was formed for the purpose of consultation and collaboration in the implementation of employment equity and diversity. Involvement in the Committee supports the development of policies and the implementation of activities that will be effective in achieving diversity in the workplace and meeting

CNL's obligations under the Employment Equity Act. USW Local 4096-896 has the opportunity to be represented in this committee as per the terms of reference.

ARTICLE 9 - NOTIFICATION

9.01

a) In the cases of demotion, suspension, discharge or other recorded discipline, the Company will discuss the situation with the President of the Union prior to action being taken and will notify the employee in writing with a copy to the Union of the action and the reason for such action.

The parties acknowledge the importance of minimizing the stress on employees involved in workplace investigations. For employees who are subject to discipline the company shall make every effort possible to give such disciplinary notations in a timely manner.

b) In the cases of layoff, the Company will discuss the situation with the President of the Union prior to layoff letters being issued to employees and will notify the President of the Union in writing with the names of the affected employees.

Disciplinary notations will be removed from an employee's file after a period not exceeding two (2) years if no occurrence of a similar nature has taken place over this time. Such notations will be returned to the employee for disposal.

Letters of expectations will be removed from an employee's file after a period not exceeding one (1) year. Such notations will be returned to the employee for disposal.

9.04 For situations requiring formal communication with the President of the Union, when the President of the Union is unavailable, the Company will contact a member of the Union Executive or a named available designate.

ARTICLE 10 - MANAGEMENT-UNION COMMITTEES

10.01 Management-Union Cooperative Committee

The Company and the Union recognize that cooperation is indispensable to the accomplishment of the public purposes for which CNL has been established.

It is mutually agreed that a Management Union Cooperative Committee shall be established consisting of the President or designate and one other member of the Union, and two representatives of the Company. This committee shall meet from time to time, as required, but at a minimum once every three months, to attempt to resolve workplace-related problems, including but not limited to the improvement of employment conditions, and matters affecting the well being of any employee.

Other representatives of the Union and the Company may attend the meeting as required and by mutual consent of the parties.

Subjects for discussion shall be provided in writing, or verbally, upon mutual consent, to the Secretary of the Committee, at least two (2) days prior to the meeting.

Minutes shall be kept of each meeting and shall be circulated to all members of the Management Union Cooperative Committee within seven (7) calendar days of the meeting being held. Members of the Committee shall be entitled to initial the Minutes to confirm agreement or to request in writing that the Minutes be amended to reflect an accurate accounting of proceedings.

The contracting-out sub-committee meetings will be conducted as follows:

- The parties will meet on a monthly basis (i.e. every last Thursday of the month), or less often if agreed by both;
- The parties will agree on the agenda at least two (2) days prior to the meeting being held;
- The Company will make reasonable efforts to allow time for the Union to prepare and to participate, and;
- Both parties shall sign off the minutes prior to reporting to the MUCC.

Role of the committee

Such committee will discuss upcoming and on-going contracting out matters, brought to the attention of the sub-committee.

The parties recognize that the exchange of information concerning contracting-out is necessary and the Company will furnish the following information to the sub-committee:

1. Location of the contract out work.
2. Type of contract work.
3. Estimated duration of work.
4. Classification or occupations to be involved.
5. Anticipated utilization of bargaining unit manpower either in conjunction with or peripheral to the contract work to be performed.
6. The company's reasons for contracting the work.
7. The name of the Company to whom the work will be contracted out.

The parties agree that the sole purpose of the above sub-committee is to share information and to promote dialogue between the parties with respect to the utilization of contractors. The Union recognizes that it does not have the right to veto or approve contracting decisions.

The parties further agree that the Employer will cease to provide the Union with the Quarterly Contracting-Out Report once the sub-committee has attained six (6) consecutive monthly meetings.

10.02 Education and Training Committee

It is mutually agreed that an Education and Training Committee shall be established consisting of the President or designate and one (1) other member of the Union, and two (2) representatives of the Company. This committee shall meet from time to time, as required, but at a minimum once every three months, to monitor training processes and results, make recommendations for training and to participate in discussions concerning progression of employees.

Other representatives of the Union and the Company may attend the meeting as required and by mutual consent of the parties.

10.03 Health & Safety Committee

Consistent with the requirements of the Canada Labour Code, the parties agree to participate in the CRL Site, Safety and Health Committee. The Committee shall consider all health and safety matters of mutual interest to the Company and the Union, including the safeguarding of health and safety of the employees and the workplace environment, and the prevention of hazards to life and property. This Committee shall normally meet monthly at a mutually agreed upon time, and minutes of the proceedings shall be kept by the Company. Union representatives shall have the opportunity to review the minutes before they are approved for distribution.

The Union shall appoint at least one member to the Committee. In addition, the Union shall be entitled to send an observer to the Committee from time to time. The observer may be a member of the Union.

Conclusions reached by the CRL Site, Safety and Health Committee shall be referred to the Company and the Union.

10.04 Company-Wide Benefits Review Committee

The Union intends to continue to participate in the Company-Wide Benefits Review Committee to review Company-Wide insured Benefit plans during the lifetime of the current Collective Agreement. The terms of reference for this Committee may be reviewed and amended as necessary by the groups involved.

10.05 Bargaining Committees

The Company agrees to recognize a Bargaining Committee made up of a number of members equal to that representing the Company selected by the Union as a committee for negotiating purposes. Such members shall suffer no loss of salary or benefits for face-to-face meetings with the Company. The Company and the Union agree to split the cost of any meeting rooms off site during negotiations. The Company shall provide an adequate number of copies of the Collective Agreement for all members of the Union.

ARTICLE 11 - GRIEVANCES

11.01 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 (1) 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 and Supplementary Letter as to wages, hours, working conditions, or the terms of the employee's 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 may arise that the Company has discriminated in respect of promotion, demotion, transfer, or has discharged or disciplined an employee without reasonable or sufficient cause, except when the discharge is for reasons of national security or when the employee concerned is not on a seniority list.

11.02 General Grievance Regulations

- (a) The word "days" as used in this Article shall mean working days, except as otherwise provided.
- (b) Grievance forms shall be provided by the Employer. After final disposition of a grievance is effected, the Company and the Union each shall have a copy.
- (c) Any grievance not filed in writing within twenty (20) days after the occurrence which is the basis of the grievance shall be deemed to have been waived and shall not be considered.
- (d) In any case of discharge or disciplinary suspension, the employee shall be advised of the reason. It is understood that a layoff due to lack of work, or suspension operations, in any part of the Chalk River Laboratories does not constitute a discharge or disciplinary suspension.
- (e) Grievances involving discharge, disciplinary suspension, layoffs, job postings, promotions, transfers, seniority or classification shall begin at Step 2.
- (f) Time limits in the grievance procedure may be extended by mutual agreement of the Company and the Union.
- (g) Employees shall be entitled, in the company of an authorized representative of the Employer, to examine their personnel file. This shall be arranged upon written request to Human Resources. Nothing of an adverse nature, the content of which they are unaware, will be placed on a personnel file.

11.03 Grievance Procedure

Step 1 Discussion of Complaint

In all cases a complaint must be discussed with the supervisor to whom the aggrieved employee reports, or to the Supervisor against whom the grievance is being lodged, 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 involved 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

The grievance shall be reduced to writing on a grievance form setting out the date of the events giving rise to the grievance, the article(s) in this Agreement or Supplementary Letters that may apply the names of the 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 Section Head, Manager or designate.

Within five (5) days of receipt of a grievance a meeting shall be held with the Section Head, Manager or designate, supervisor, a representative from Human Resources, the aggrieved employee and the employee's Local Union representative or to a maximum of three (3) representatives, which includes the International Staff Representative. The Section Head, Manager or designate shall write the decision, with an explanation, sign and return the forms to the Union representative within five (5) further days.

Step 3 Company - Union

Failing satisfactory settlement of the grievance at Step 2, the Union shall within 10 days of receiving the Company's decision request a meeting with Employee Relations. Such a meeting shall be scheduled within 5 days, or within such longer period as shall be mutually agreed upon at the time of the request. The employee's supervisor, the aggrieved employee and the Vice-President of USW Local 4096 and any other representative required to settle the grievance may be invited to participate in the meeting. However, the parties shall endeavour to minimize the number of representatives required to attend, and each party shall notify the other in advance of any representative attending on their behalf.

A written decision addressed to the President of the Union and a copy to the Vice-President of USW Local 4096 shall be made within ten (10) days of the meeting.

Step 4 Arbitration

If the Union is not satisfied with the decision at Step 3, it may within 30 days refer the matter to Arbitration.

11.04 Union Policy and Group Grievances

(a)

Any difference arising directly between the Union and the Company involving the interpretation or alleged violation of this Agreement that cannot be dealt with as an employee grievance (Article 11.01) because of the inability or refusal of an employee to submit a grievance, may be dealt with as a Union Policy grievance in accordance with the provisions of Articles 11.02 and 11.03.

(b)

Any difference arising directly between the Union and Company involving the interpretation or alleged violation of this Agreement that concerns more than one employee working under the same supervisor may be dealt with by the Union as a group grievance in accordance with the provisions of Articles 11.02 and 11.03.

(c)

Any difference arising directly between the Union and Company involving the interpretation or alleged violation of this Agreement that concerns more than one employee working under different supervisors, may be submitted in writing by the Union at Step Two and dealt with as a normal grievance. It is understood that if the supervisors concerned are in different sections and branches but within the same Division, the grievance at Step Two will be handled by the Division Director or designate; if they are in different Divisions, the grievance will be handled by Employee Relations.

11.05 Company Grievance

(a)

The Company may request a meeting with the Union for the purpose of presenting any complaint with respect to the conduct of the Union or may present such a complaint at any meeting held with the Union.

(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.

ARTICLE 12 - ARBITRATION

12.01 Where a grievance arises between the parties relating to the interpretation, application, or administration of the Collective Agreement, including any question as to whether a matter is arbitrable, the parties by mutual agreement, before going into the Arbitration process, may enter into mediation or any other agreed-to process in an effort to solve the grievance.

12.02 Within thirty (30) days after the final response provided for in Article 11 has been given on any proper grievance involving the application or interpretation

of this Agreement and one of the parties hereto is not satisfied with the same, the matter must be submitted to arbitration. Notice of arbitration in a case against the Company shall be served by emailing a copy to Employee Relations and in a case against the Union, by emailing a copy to the President of the Union and the Vice-President of the Local Union.

12.03 The parties may prepare separate statements limited solely to the matters raised in the written grievance and clearly defining the issue to be arbitrated.

12.04 Within fifteen (15) days after any grievance has been submitted for arbitration, the Company and the Union will appoint a single arbitrator chosen from a predetermined list acceptable to both parties. Such list will be updated as required by mutual agreement (Appendix B).

12.05 Upon failure to agree on the selection of an arbitrator, the matter may be referred by either party to the Minister of Labour for the Government of Canada, with the request that the Minister appoint an arbitrator.

12.06 The cost of the services of the arbitrator shall be borne equally by both parties.

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

12.08 The arbitrator shall have no power to add to, nor 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.

12.09 – Expedited Arbitration

The Parties agree that any grievance may be referred to the following Expedited Arbitration process:

At the request of either Party, a grievance that has been referred to arbitration pursuant to Article 24 of this Agreement may be resolved through expedited arbitration with the consent of both Parties.

Within five (5) business days of such mutual consent the Parties will agree on an arbitrator from a list maintained for that purpose. Should the Parties be unable to agree, the arbitrator will be the successor, on the list, to the most recently used arbitrator.

Following the selection of the arbitrator and notice to the arbitrator by the Parties of their intent to pursue expedited arbitration the Parties may proceed to arbitration with or without an agreed statement of facts. Should the Parties create an agreed statement of facts it will be submitted to the arbitrator at least forty-eight (48) hours prior to the start of the hearing.

No witnesses will testify in an expedited arbitration proceeding.

Should the Parties be unable to arrive at an agreed statement of facts, it will be the burden of each Party to establish any relevant facts by reference to empirical evidence and objective supporting documentation. Subjective evidence in support of a position may be entertained by the arbitrator but will not be given as much weight as objective evidence.

Submissions of evidence and supporting documentation may be made electronically or by mail should the Parties empower the arbitrator to make a decision without a hearing at which representatives of the Parties are present.

Should the Parties agree to present evidence to the arbitrator at a hearing the arbitrator will render an oral decision which will be recorded and initialed by the representatives of the Parties who are present at the hearing. Such oral decision will be confirmed by the arbitrator in writing within five (5) business days of the hearing. The Parties may, by mutual written agreement, vary the provisions of this section.

Should the Parties agree that their presence at a hearing is not necessary, the arbitrator will render a written decision on the grievance within seven (7) business days of the date on which submissions of evidence were due.

The arbitrator's decision will be final and binding on the Parties and the Parties agree that expedited arbitration decisions will not be appealed.

The arbitrator's decision may, subject to agreement of the parties, have precedential effect on the Parties.

Costs attendant to the issuance of an award pursuant to this expedited arbitration process will be borne equally by the parties.

ARTICLE 13 - INTERNAL COMPETITIONS

13.01

- (a) Unless waived by mutual agreement in writing, internal competitions will be held for positions in the bargaining unit which the Company wishes to fill. Such competitions may arise either from a vacancy created by a retirement, transfer or termination, or due to new work where such work would fall within the scope of this bargaining unit. Notices detailing the qualifications required, the work involved and the classification(s) appropriate to the position will be posted for at least six (6) working days before the closing date of the competition. The qualifications required must bear practical relevance to the work being performed and will be consistent with those documented in the job specifications appropriate to the Bargaining Unit.
- (b) A Bargaining Unit position will only be posted for competition after consideration has been given to all eligible Bargaining Unit members in the following situations in order of seniority:

- i) on notice of layoff;
- ii) on a recall list; or
- iii) has been laid off/bumped out of the position within the last two (2) years.

Human Resources will confirm to the Union President that such consideration has been given.

- (c) All USW Local 4096 applications (Category 1) will be considered before other applicants from outside (Category 2). All Category 1 applications will be forwarded to the appropriate manager for consideration. If they meet the specified qualifications, including the capacity to perform the particular work required with a familiarization period appropriate to the job level if necessary, they will be selected. Should no suitable Bargaining Unit applicant be selected, other candidates will be considered.
- (d) Within thirty (30) working days of transfer to a different position within USW Local 4096, the employee may elect to return to the employee's former position, or the Company may re-assign the employee to such former position.

13.02

- (a) In order to meet target group representation as specified by the Federal Employment Equity Act, after consultation with, and agreement of the Union, a competition may be limited to target group applicants.
- (b) The skill and experience of an employee and the employee's capacity to perform the required task (with a familiarization period appropriate to the job level if necessary) shall be the determining factors in all cases of transfer, internal competitions and increase in the working forces, and in promotion to higher classifications, and where two (2) or more employees are equally qualified, seniority shall be the determining factor.

13.03 The successful applicant to an internal competition will be notified as soon as possible. Following receipt of acceptance, the name of the successful applicant will be posted on competition notice boards. All unsuccessful bargaining unit applicants will be notified that they were not selected for the position. On request, unsuccessful applicants shall have a post-selection interview with a representative of the Branch or organizational unit conducting the competition. At this interview, applicants will be advised of the reasons for their non-selection and will be given an opportunity to discuss areas in which the employee can enhance their skills and qualifications for future competitions.

13.04 The President of the Union shall be supplied with copies of the notices of competitions no later than the day of posting, and supplied with a list of candidates to the position, including indication of the successful candidate at the completion of the competition.

13.05 In the interest of improved productivity and greater return on training costs for people new in positions, it is preferable that employees remain in positions acquired through internal or external competition for a period of twelve (12) months before applying for other internal competitions, unless otherwise agreed by management. This provision shall not restrict normal career development. Requests for exemption will be discussed with the parties and shall not be unreasonably denied.

ARTICLE 14 - TRANSFERS

14.01 Transfers

- (a) The Company agrees to record and acknowledge written requests of employees for transfer to specific jobs in other classifications, departments, or branches. Vacancies that occur shall be posted and filled in accordance with the provisions of Articles 13 and 24.02 (b).
 - (i) The successful employee in a competition will be transferred to the position within six (6) weeks of the date of notification unless special circumstances exist. Should the competition result in a promotion, the salary of the employee will be paid at the new rate within, but no later than six weeks of the date of notification.
- (b) Requests for changes in work assignments within a classification shall be considered and shall not be unreasonably denied, but where there are more qualified employees expressing interest than there are positions in the work assignment, seniority shall be the determining factor in deciding which employees are given the assignment.
- (c) The parties recognize that there may be situations in which the transfer of an employee would be mutually agreeable to all concerned. In such situations the parties will discuss the situation as far in advance as practical, consider alternate means of dealing with the situation, and endeavour to minimize any adverse effects.

14.02 Temporary Assignments

- (a) A temporary assignment is when an employee is seconded from their department to another department for a period of time. That employee reports to supervision in the receiving department and is subject to the overtime criteria as set out in Article 22.
- (b) Temporary assignments are those assignments of no more than six (6) months duration and the work shall be assigned on an as required basis. Should a temporary assignment continue beyond six (6) months, the position shall be reposted.

- (c) A temporary assignment that exceeds twelve (12) months duration will be deemed to be a full-time continuing position. Temporary assignment extensions beyond twelve (12) months and for the replacement of bargaining unit employees due to maternity and/or parental leave or other leave will be by mutual agreement between the Company and the Union.

Temporary Assignment Involving a Change in Classification

- (d) Temporary assignments will be offered first to any and all full-time continuing employees that apply. Applications received from term or casual employees for temporary assignments in classifications other than Utility Worker will not be considered if there are a sufficient number of full-time continuing employee applicants.
- (e) All such assignments will be posted. In the event that there are more applicants than there are temporary positions, the temporary positions will be staffed in accordance with the provisions of the internal competition process outlined in Article 13.01 (b) and (c), but subject to the provisions of Article 13.01 (d).

14.03 Temporary Lead Hand Assignments

Temporary Lead Hand positions will be staffed on an as required basis from a list of employees that has been determined through a competition process internal to the branch and sent to the Vice-President USW Local 4096-896 by March 31 of each year. Such opportunities shall be distributed by seniority as equitably as possible among employees on the list.

ARTICLE 15 - EMPLOYEE BENEFITS PLANS

The following plans or replacement plans as necessary to provide equivalent coverage on the same allowance or cost sharing basis, will apply for the duration of this Agreement:

(a) The Supplementary Health Insurance Coverage

The Company will provide the group Extended Health Care Plan equivalent to that provided under Manulife Policy 37984, including semi-private hospital coverage and will pay seventy-five per cent (75%) of the premium necessary for full time continuing and regular part time employees.

- (i) Extended Health Care coverage shall be:
- Generic price substitution for prescription drugs: i.e. if a generic drug exists, the plan reimbursement will be limited to the generic drug price.

- The current maximum for Vision Care coverage is \$500.
- The current maximum for Chiropractic Services is \$400.
- The current maximum for Massage Therapy Services is \$400.

(b) Dental Insurance Plan

The Company agrees to provide the CNL Corporate Dental Plan to all employees who work eighty percent (80%) of the regular full time hours or more and will pay 100% of the premium cost of the Dental Care Plan equivalent to that provided in Manulife Policy 37985. For those employees who work less than eighty percent (80%) of the full time hours, CNL shall pay sixty percent (60%) of the premium cost of this plan. ODA schedule to be annually adjusted for each year of the collective agreement on the date the schedule is proclaimed.

(i) Dental Plan Changes effective 2008 April 01

- Expenses for Orthodontic services incurred on or after 2008 April 01 will be reimbursed at the rate of fifty percent (50%) of reasonable and customary charges up to a lifetime maximum of \$3000 per eligible adult and dependent child.

(c) Group Life Insurance

Life insurance will be provided as follows:

- (a) The cost of the first annual earnings coverage is paid by the Company and participation is compulsory. If the basic annual salary is not a multiple of \$250 the benefit is adjusted to the next higher multiple of \$250.
- (b) The cost of the second annual earnings coverage (Supplementary Life) 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 \$250. Coverage for employees who elect to continue their Supplementary coverage upon retirement will be modified as follows for employees who retire on or after 2006 June 01 or date of ratification, whichever is later:
 - The \$500 paid-up benefit provision will be eliminated
 - The reduction in coverage will change from 10% for each year beyond age 60 to 10% for each year beyond age 65.

(d) Long Term Disability

The Long Term Disability Plan will apply to all continuing employees hired on or after 1979 August 01, and those on strength prior to this date, who were eligible for and who elected for coverage. Upon expiration of coverage under Article 17.02(c) (Intermediate Term Sickness/Disability), covered employees are eligible

to receive long term disability benefits in accordance with Manulife Policy 37988. The Company will pay 50% of the premium cost of this Plan.

The parties agree that the awarding of LTD is between the insurance carrier and the employee and is therefore not arbitrable. The acceptance of an application of coverage is recognized as being outside the confines of this collective agreement.

ARTICLE 16 - THE PUBLIC SERVICE SUPERANNUATION ACT

Employees will be covered by the Public Service Superannuation Act (Part I and III), the terms of which are not subject to collective bargaining.

ARTICLE 17 - LEAVE PLANS AND REGULATIONS

17.01 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 and discontinuous service shall be as defined in RCW-2.37, "Vacation Leave-Salaried Employees" dated 1989 August.
- (c) One (1) week shall consist of five (5) days for both day and shift employees. See shift agreement for 12-hour shift regulations.

17.02 Vacation Leave

- (a) Scheduling of vacation is subject to operational requirements and therefore requires the approval of the employee's supervision. The parties agree that employees should use all vacation credits within the year they are earned.
- (b) Normally vacation shall not be divided, except with the consent of the employee and the employee's foreperson or supervisor.
- (c) It is not permissible to omit all or part of the vacation and draw vacation pay in lieu thereof.
- (d) 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 Article 17.03.
- (e) 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.

Management has the right to schedule any leave carried over in excess of one year entitlement as per RCW- 2.37 dated 1989 august. For employees who have made a significant effort to schedule vacation, management will consult with the employee on the scheduling of such excess leave.

- (f) 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.
- (g) 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.

Day employees who work a full morning (i.e. until 11:45 a.m.) followed by a one-half day leave in the afternoon will be considered to have worked three and three-quarter hours. Similarly, day employees must return to work by 12:35 p.m. following a one-half ($\frac{1}{2}$) day leave in the morning and will be paid for four (4) hours. In no circumstances will employees be paid for more than eight (8) hours in a day.

- (h) 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. However with respect to layoff, once notice has been served, any days taken but not earned beyond that date would be recoverable. 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.
- (i) One (1) day of the annual vacation leave granted may be used in minimum increments of one half ($\frac{1}{2}$) hour.
- (j) Vacation leave is credited to continuing employees on the following basis and regulations governing this leave are specified in SPP RCW-2.37, Vacation Leave - Salaried Employees dated 1989 August.
 - (i) New employees earn vacation leave at the rate of one and one-quarter ($1\frac{1}{4}$) days per month. After six (6) calendar months of service the employees are credited with vacation leave to the extent of the amount that the employees 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 CNL service for vacation purposes and will earn vacation at the appropriate rate for the employees' total eligible CNL service in accordance with SPP RCW-2.37, Vacation Leave - Salaried Employees dated 1989 August.

VACATION TABLE

Service by April 01	Effective April 01
½ but less than 6 years	15 days
6 but less than 7 years	16 days
7 but less than 8 years	17 days
8 but less than 9 years	18 days
9 but less than 10 years	19 days
10 but less than 14 years	20 days
14 but less than 16 years	21 days
16 but less than 18 years	22 days
18 but less than 20 years	23 days
20 but less than 22 years	24 days
22 but less than 23 years	25 days
23 but less than 25 years	26 days
25 but less than 27 years	27 days
27 but less than 29 years	28 days
29 but less than 31 years	29 days
31 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.
- (a) Employees hired prior to 1981 April 01 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 five (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.
- (b) An employee who is terminated, or is laid off indefinitely, will be compensated as per article 18.01 for the following:
- (i) Any earned vacation compensation in accordance with Article 17.02, which the employee has not received, and
 - (ii) Compensation on a pro-rata basis for vacation earned during the vacation year in which the employee terminates.

17.03 Sick Leave

(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 five (5) consecutive days the employee must submit a medical/dental certificate signed by the attending physician/dentist. A maximum of ten (10) 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.

For medical and dental appointments, an appointment card or copy of the dated prescription form is sufficient documentation for certification. Medical notes may be submitted to OSH at the employee's discretion. Employees may elect to use sick leave in minimum increments of one-half hour for medical/dental appointments. In situations where abuse is suspected, supervisors may also require that such appointments 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 and shall be administered as defined in the CNL Return to Work Program CW-510400-PRO-379, Rev 1, dated 2009 August 20. To this end, it may be necessary from time to time to temporarily assign employees to duties within classifications normally represented by this Bargaining Unit, to other classifications or to assign modified duties within a classification on a temporary basis for rehabilitative purposes. Such assignments are not expected to exceed six (6) months, and will not result in a change in the employee's basic classification.

Where an employee is no longer able, for medical reasons, to perform the duties of the classification, the Company will discuss the situation with the Union President, a USW Local 4096-896 Executive member and the employee, to explore possible ways of minimizing adverse effects on the employee. In particular, the Company will endeavour to find alternative employment within the Bargaining Unit, which the employee is qualified to, or could with limited retraining, perform.

(c) Short Term Sick Leave

Each employee will receive a credit of six (6) days of one hundred per cent (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 12.03(e) on April 1 will not be credited with the six (6) days until the April 1 following their recovery and return to work: the credit will be six (6) days if the employee returns to work on or before October 1, three (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.

(d) Intermediate Term Sickness/Disability

Employees who have exhausted all sick leave credits under Article 17.03(c) will be eligible for seventy-five per cent (75%) of their basic wages during necessary absences due to sickness or disability to a maximum of twenty-six (26) weeks. This benefit will be re-established after a return to work of at least ten (10) consecutive days (eighty (80) scheduled shift hours worked) in the case of a recurrence of the same disability, or at least one (1) day in the case of a new disability.

Employees must provide medical certification acceptable to the Company as specified in SPP RCW-2.39, Disability Income Protection Program and Sick Leave Plan-Salaried Employees dated 1989 December section 2(a).

17.04 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

- (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 (3) 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 (3) working days except as provided below.

Immediate family is defined for this purpose as father, mother, foster parents or step-parents, brother, sister, spouse or common-law partner,

or child of the employee, father or mother of the employee's spouse; grandparents, grandchildren, or other relatives living in the same household with the employee.

An employee may, subject to prior approval, defer taking one (1) 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 (3) days after the death or, within twelve (12) 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 (3) additional days of special leave may be granted to settle the estate within one (1) year of the 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 (2) days.

- (ii) In the case of death of an employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, leave not exceeding one (1) day will be allowed. Additional special leave, not exceeding one (1) day, may be granted due to the length of the trip involved to attend the funeral.

(c) Marriage

Marriage leave shall be granted in accordance with SPP RCW-2.40, Special Leave - Salaried Employees dated 1994 April.

(d) Birth or Adoption of Child

Employees will be granted up to one (1) day of special leave with pay when their spouse gives birth or to arrange for the adoption of a child.

17.05 Other Leave

(a) Personal Business Day

Effective, immediately, upon ratification of this agreement, three (3) days (eight (8) hours) of paid leave will be credited to employees for use in personal or special circumstances. On April 01 of 2015, two (2) days (eight (8) hours) of paid leave will be credited to employees for use in personal or special circumstances. On April 01 of 2016 and continuing thereafter, one (1) day (eight (8) hours) of paid leave will be credited to employees for use in personal or special circumstances. At no time will an employee have a credit of more than ten (10) Personal Business Days. The granting of such personal leave will be subject to normal approval by supervision subject to operational requirements, and will not be unreasonably withheld. Upon termination of employment with the Company,

unused day(s) will be paid off at the employee's current salary in effect at the time.

(b) Court Leave

Court leave will be as specified in SPP RCW-2.42, Miscellaneous Leave and Leave Without Pay - Salaried Employees dated 1989 August.

(c) 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 the employee's regular rate and the amount paid by D.V.A. for up to three (3) days' absence.

(d) Medical Examinations

If an employee is required by the Company to take a medical examination, such examination will be by an independent medical practitioner and 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 as well as travel and meal expenses. If necessary, the Company will allow such an employee leave without pay for the purpose of being examined by another doctor, at the employee's expense, should the Union desire a second opinion.

17.06 Maternity and Parental Leave

Eligible employees shall be granted maternity and parental leave in accordance with the provisions of Company Procedure CW-510300-PRO-213 dated August 16, 2005 subject to the modifications outlined below in (i) and (ii).

(i) Supplementary Benefit to Maternity Leave

For the two week waiting period under the Employment Insurance (EI) regulations, the Company will pay an amount equal to 93% of the employee's normal weekly salary that was in effect at the time the maternity leave commenced.

(ii) Supplementary Benefit to Parental Leave

The Company will provide a supplement to the EI parental benefit up to a maximum period of thirty-seven (37) weeks to those employees who are eligible for parental leave under the provisions of CW-510300-PRO-213 dated August 16, 2005 and who qualify for EI parental benefits. An employee on approved parental leave that was not preceded by a period of maternity leave must submit the first EI stub as proof of eligibility to receive the EI benefit. In order to be eligible to receive and retain the Supplementary Benefit, the employee must return to work for a period of at least six continuous months following the approved leave period. If the employee terminates prior to completing the full six months, the Supplementary Benefit must be paid back on a pro-rated basis.

For employees who are required to satisfy a two-week waiting period immediately prior to receiving EI parental benefits, the Supplementary Benefit payment will consist of the following:

- (a) For each week of the two-week waiting period, the Company will pay an amount equal to 93% of the employee's normal weekly salary; and
- (b) For the period following the waiting period, the Company will pay an amount equal to the difference between the EI weekly parental benefit and 75% of the employee's normal weekly salary.
- (c) For employees who are not required to satisfy a two-week waiting period prior to receiving EI parental benefits, the Supplementary Benefit payment will be an amount equal to the difference between the EI weekly parental benefit and 75% of the employee's normal weekly salary.

The normal weekly salary is defined as the salary that was in effect on the date the parental leave commenced or in the case of an employee whose parental leave was immediately preceded by maternity leave, the normal weekly salary will be the salary that was in effect on the date the maternity leave commenced.

17.07 Compassionate Care Leave

Employees who are eligible and qualify for Employment Insurance (EI) Compassionate Care Benefits and Canada Labour Code Compassionate Care Leave are entitled to a Supplementary Benefit to top-up the EI Compassionate Care Benefits during the leave period.

The Supplementary Benefit (SB) consists of the following:

For employees who are subject to a two (2) week waiting period under EI regulations, the Company will pay the employee an amount equal to the EI weekly Compassionate Care benefit amount; and

For the period that the employee is in receipt of Compassionate Care benefits under the EI regulations, the Company will augment the EI benefit to 93% of the employee's normal weekly earnings up to a maximum period of six (6) weeks.

The combined weekly level of EI benefits, SB payments and other earnings will not exceed 95% of the employee's normal weekly basic earnings in effect on the date the compassionate care leave commenced.

17.08 Self-Funded Deferred Leave Program

Self-Funded Deferred Leave Program (SFDL) allows full-time continuing employees to defer up to 33⅓ per cent of their gross salary or wages in order to fund a period of absence from their work and return to their regular employment at the expiration of the leave. Subject to operational requirements and management approval, an employee may be granted SFDL for periods between six (6) to twelve (12) consecutive months in accordance with the policy provisions dated-2007/02/09.

17.09 Progressive Retirement

Progressive Retirement is a leave arrangement which permits bargaining unit members who are approaching retirement age to reduce their workload and hours of work progressively by using leave without pay. Members who wish to utilize the program should complete the application form PRLA 0041-00 Rev. 2.

ARTICLE 18 - TERMINATION COMPENSATION

Effective May 22, 2012 18.04 and 18.05 are deleted from the collective agreement and accrual of termination compensation ceases.

18.01 General

- (a) Terminating employees will be compensated for all earned but unused vacation, personal business days, floating holidays, banked time (to a maximum of forty (40) hours), and furlough leave within the two (2) weeks after the last day of employment. All leave used in excess of that earned will be recovered, unless the termination is due to death, disability or layoff. However, days used after notification of layoff, in excess of earned entitlements, will be recovered.
- (b) For the purpose of this Article, one (1) weeks pay is defined as the employee's annual base salary divided by 52.
- (c) Compensation on termination, for reasons other than dismissal or abandonment of position, will be as follows:

18.02 Death

Following the death of an employee, the widow(er) or estate will be paid a death benefit equal to one (1) 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 (2) weeks' pay and a maximum of thirty (30) weeks' pay.

18.03 Layoff

An employee who has one (1) year or more of continuous service and is:

- (a) laid off for the first time, will be paid an amount equal to two (2) weeks pay for the first year and one and one half (1.5) weeks 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 forty-five (45) weeks pay.
- (b) laid off for a second or subsequent time, will be paid an amount equal to one and one half (1.5) weeks 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 forty-five (45) weeks pay.

18.04 Voluntary Resignation Before Retirement

An employee who has ten (10) or more years of continuous service and who voluntarily resigns will be paid, subject to Article 18.05, 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 fifteen (15) weeks' pay.

18.05 Retirement

An employee who on termination is entitled to an immediate annuity, or immediate annual allowance under the Public Service Superannuation Act, will be paid an amount equal to one (1) week's pay for each completed year of continuous service, less any period of service in respect of which the employee was previously granted termination compensation, up to a maximum of thirty (30) weeks' pay.

***Implementation of removal of 18.04 and 18.05 described as:**

18.06 Voluntary (Retirement or Resignation) Termination Compensation Eligibility

- (a) Continuing Full time and Regular Part-time employees on staff two days after date of ratification shall be entitled to a payment equal to one (1) week's pay for each complete year of continuous employment to a maximum of thirty (30) weeks, less any period in respect of which the employee was previously granted termination compensation.
- (b) Term employees on staff two days after date of ratification shall be entitled to a payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, less any period in respect of which the employee was previously granted termination compensation.

Terms of Payment

18.07 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) As a single payment at the rate of pay of the employee's substantive position as of March 31, 2012 or two days after date of ratification (*whichever is first*), or
- (b) As a single payment at the time of the employee's termination of employment from Canadian Nuclear Laboratories Limited, based on the rate of pay of the employee's current position at the date of termination of employment from Canadian Nuclear Laboratories Limited, or
- (c) As a combination of (a) and (b).

18.08 Selection of Option

- (a) The Company will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Company of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 18.07(c) must specify the number of complete weeks to be paid out pursuant to 18.07(a) and the remainder to be paid out pursuant to 18.07(b).
- (d) An employee who does not make a selection under 18.07 will be deemed to have chosen option 18.07(b).

ARTICLE 19 – COMPANY HOLIDAYS

19.01 (a)

- (i) There shall be twelve (12) Company Holidays each calendar year. Except as provided in Article 19.01(b), the Company Holidays will be observed as follows:

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

When any of the above holidays fall on either Saturday or Sunday they will be observed on the first working day(s) following that holiday.

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 floating holidays from the previous calendar year cannot be carried over to the next fiscal year.

- (ii) For employees hired during the year, the three (3) floating Company Holidays will be pro-rated as follows:

- hired before May 01
 three (3) floating Company Holidays;
- hired May 01 to August 31
 two (2) floating Company Holidays;
- hired September 01 to December 31
 one (1) floating Company Holiday.

For employees terminating during the year, the three (3) floating Company Holidays will be pro-rated as follows:

- terminating prior to May 01
one (1) floating Company Holiday;
- terminating May 01 to August 31
two (2) floating Company Holidays;
- terminating September 01 to December 31
three (3) floating Company Holidays.

(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 Article 19.01(a) will receive normal pay for normal hours, including shift premium if applicable.

19.02 Compensation for Company Holidays

In order to be eligible for Company Holidays, employees must be entitled to be paid for any of the sixteen (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 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.

Alternatively employees may elect to receive a vacation leave credit of one (1) day plus overtime at the single rate of pay in addition to their normal rate of pay for normal hours.

- (iii) All other overtime work performed by day employees on Company Holidays will be paid at the rate of double time in addition to their normal pay for normal hours.

(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 Articles 22.01(d) and 22.04(a), 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.
 - who are not required to work will receive normal pay for normal hours (excluding premiums).
- (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 20 - HOURS OF WORK

20.01 Standard Work Week

The work week shall commence at 0005 hours Sunday and extend to 0005 hours the following Sunday.

20.02 Day Employees

- (a) The regular workweek for day employees shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour days, Monday to Friday inclusive.
- (b) The regular workday 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.

20.03 Shift Employees

- (a) The average work week for shift employees will be forty (40) hours, consisting of five (5) eight (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.
- (c) Wherever practical, schedules will be arranged so as to give twenty (20) shifts in each four (4) week period.
- (d) Where operations permit, a twelve (12) hour continuous shift schedule will be implemented subject to the terms and conditions of the twelve (12) hour shift agreement as outlined in Appendix "A".

- (e) The Company will endeavour not to change an employee's normal shift schedule (i) without adequate notice (five working days), and (ii) except in extenuating circumstances.

(f) Limitations on Scheduling of Shifts

- (i) No double shifts shall be scheduled.
- (ii) Split shifts will be avoided insofar as possible but when such are necessary the shift schedule will be determined jointly by the Company and USW Local 4096-896.
- (iii) 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 (4) weeks.
- (iv) In cases where implementing steady evening and/or night shift is unavoidable, the company will offer such transfer to employees by descending order of seniority.

(g) Holdover

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

20.04 Alternative Work Schedules

The parties recognize the advantages of flexibility with regards to commencement/ departure times when operational efficiency and cost effectiveness would not be adversely affected. To that end, the following alternative work schedules may be used:

- I) Employees may request to reschedule the standard day as defined in Article 20.02 (a) by up to two (2) hours subject to approval by supervision, and not to exceed the regular daily scheduled hours.
- II) It is also understood that supervisors may request to reschedule the standard hours by up to two (2) hours subject to mutual agreement, and not to exceed the regular daily scheduled hours.
It is understood that the nature of the work may prohibit the participation of some employees in alternative work schedules to ensure that safety or the overall efficiency of the site is not adversely affected.

20.05 Time Banking

In addition to the hours per day regularly worked, employees may elect to work extra hours to accumulate up to a total maximum of forty (40) 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 and approved as equitable as practicable. It must be worked in minimum thirty (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.

The company shall not promote that an employee bank time for recognized overtime work. The working of extra hours as bank time will only be at the employee's discretion and such discretion is to be exercised once the overtime work has been accepted. The use of banked time is not intended to replace the use of overtime.

Employees must use banked time before June 30th of the fiscal year after which it was earned. Management has the right to schedule leave. For employees who have made a significant effort to schedule the use of accumulated banked time, management will consult with the employee on the utilization of bank time.

20.06 Rest Periods

The Company agrees to provide one (1) ten (10) 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 (10) minute allowance.

20.07 Shower

Any employee requiring a shower as a result of working with radiological material and where additional personal protective clothing is required shall be permitted up to 20 minutes to shower during normal working hours

ARTICLE 21 - SALARIES

21.01 Salary Ranges

The salary ranges effective 2014 April 01 and 2015 April 01, are specified in Table 1.

The Company agrees to increase all Job Classifications within the Collective Agreement as follows:

2-Year Contract		
SALARY		
	2014	2015
Scale Increase	1.5%	1.5%

TABLE 1: SALARY RANGES

TABLE 1: SALARY RANGES								
Classifications		Salary Ranges						
			To Start	After Completing Probation	Year 1	Year 2	Year 3	
			0	1	2	3		LH
G1	Utility Worker	2014	38140	40280	42790	44910		47440
		2015	38710	40880	43430	45580		48150
G2	Stores Attendant Field Services Assistant	2014	40280	43570	45700	47990	50500	53010
		2015	40880	44220	46390	48710	51260	53810
G3	Drill Rig Operator Contamination Monitor	2014	40280	43580	46330	49330	52750	55130
		2015	40880	44230	47020	50070	53540	55960

Salary Notes

- This annual salary will be paid over 26 bi-weekly pay periods.
- Hourly rates for overtime calculations and casual part-time wages are determined by dividing the annual salary by 2080 h/year.
- Employees who are scheduled to work on a continuous rotating shift schedule for a minimum of six (6) months will have their basic salary increased by \$3000 for the duration of their shift assignment. Such employees will not be eligible to receive shift and weekend premiums as defined in Article 21.05 and 21.06.

21.02 Probation Period, Step Progression, Training Progression

(a) Probation Period

New employees are normally hired at Step 0 on the salary table. New employees who have successfully completed their probation period as laid out in Article 24.02, shall, upon completion of their probation, advance to Step 1 on the salary table.

(b) Step Progression

Employees with a minimum of one (1) year of employment within the Bargaining Unit including their probationary period shall receive the applicable salary increase on April 01 of each year.

(c) Training Progression

Employees in the position of Contamination Monitor must successfully progress through a training program to advance through the steps on the salary table and to advance to the Enhanced Contamination Monitor (ECM) position. All Contamination Monitors hired after 1999 July 15 are expected to attain full qualifications to the enhanced level and shall be given the opportunity to complete their training within three (3) years of being hired.

21.03 Change of Classification

When an employee assumes a job in a higher salary range, the employee's salary will be placed at the closest step in the new range that provides a salary increase to the employee.

When an employee assumes a job in a lower salary range, the employee's salary will be placed at the closest step in the new range that results in a salary decrease to the employee.

21.04 New Classification

- (a) 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.
- (b) 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 Union of its proposals and will consider any alternative suggestions the Union may make. The Company will also consider any similar proposals initiated by the Union.
- (c) In the event that the Union 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 11 and 12.
- (d) For the purpose of this Article the Arbitrator 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 wage group a substantially changed classification shall be slotted on the basis of the relationship it bears to other classifications in the grouping structure.
- (iii) Whether or not a new classification has been correctly slotted, and if not,
- (iv) The wage group in which it should be slotted on the basis of the relationship it bears to other classifications in the grouping structure.

21.05 Evening and Night Shift Differentials

An additional \$0.88 per hour shall be paid to shift employees for each hour worked during the #3 (evening) shift, and \$1.06 per hour for the #1 (night) shift.

21.06 Premium for Scheduled Saturday and Sunday Shift Work

- (a) An additional \$1.09 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 \$2.65 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.

21.07 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 offered in descending order of seniority amongst qualified employees. **Within the life of the collective agreement, qualified employees will be given opportunities as equitably as practicable.**

21.08 Lead Hand Rates

Lead Hand rates are as indicated in Table 1. 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, within the bargaining unit, if more than twenty-five per cent (25%) of the personnel in the employee's crew are in this higher-rated classification.

CNL and the Union will discuss and come to an agreement on an acceptable arrangement if more than twenty-five percent (25%) of the crew is outside of the bargaining unit.

21.09 Payment of Wages

Wages shall be paid every second Thursday through a direct deposit into an authorized employee account. Employees who receive a paper copy of the deposit statement will receive their pay deposit statement no later than the same day the employee is paid.

21.10 Acting Pay

Unique operational requirements or day-to-day work needs may require employees to perform some or all of the responsibilities of higher job grades for short periods of time.

Employees who are required to work in a higher classification, for at least a working day or shift, shall be paid the rate of pay for that classification for time worked in that classification.

Where employees are working in higher job grades for periods longer than one (1) month, the time in the position will be recognized as pensionable earnings.

21.11 Performance Review

In accordance with the Terms of Reference agreed to by the parties, 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 document and sign it at the conclusion of the discussion to indicate that its contents have been understood. A copy will be provided upon request. Within a reasonable time (normally one (1) week), the employee may add written comments to accompany the document. Performance reviews will not be considered disciplinary.

21.12 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 fifteen (15) hours after the employee has completed the employee's 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 workday, this will be treated as overtime and the short change premium will not apply.

ARTICLE 22 - OVERTIME

22.01 General

- (a) Due to the nature of the Company operations, some employees will be required to work overtime. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime on a yearly basis amongst all qualified

employees in the branch or equivalent (home base). Each calendar year, distribution shall commence by offering overtime opportunities by seniority in the branch or equivalent (home base). Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at the applicable overtime rate. No employee will be required to work overtime when other qualified employees are willing and available for work.

- (b) Where qualified employees are unwilling and/or unavailable to undertake the work, the Company will consult the President of the Union before using alternate sourcing strategies to complete the work. It is recognized that there are, on occasion, circumstances when it is not practicable to distribute overtime to the person next on this list. Such situations include but not limited to:
- emergencies when there is no time to phone people on the list and the company must use people immediately available, and
 - where the requirement for overtime is not known until the last minute.

Though these circumstances may occur, the distribution of overtime over the year still balances out. To demonstrate this is being met a record of overtime distribution is maintained by each branch. The Union will be informed when such circumstances occur.

- (c) Overtime work computed on a daily basis shall be paid at the rate of time and one-half subject to (d) immediately following.
- (d) Overtime work in excess of ten (10) hours beyond the employee's basic scheduled workweek 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.) Overtime worked on the second day of rest will not be included for the purpose of accumulation of overtime in excess of 10 hours beyond the employees basic scheduled work week.
- (e) 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 forty (40) hour week.
- (f) An 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.
- (g) An employee who is required to work beyond the employee's normal daily hours will be paid for periods of overtime work in thirty (30) minute increments.

22.02 Meals

- (a) An employee will be entitled to take a thirty (30) minute meal period, which if taken, will be paid at the applicable overtime rate when the employee has been scheduled to work more than ninety (90) minutes and that extends into a normal meal period.

An employee who qualifies for a meal will have \$12.00 added to the employee's time sheet.

- (b) Employees working overtime will be paid for a one-half hour meal period at intervals of five (5) hours beyond the end of the last previously assigned overtime meal period.
- (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 \$12.00 meal allowance.
- (d) Employees working off-site will be eligible for an off-site overtime meal-allowance-as per the Company Wide Travel Procedure (CW-512200-PRO-120, rev 3 dated 2010 March 10).
- (e) If arrangements for a meal on site cannot be made during an unplanned overtime event, and employees are required to eat off site, the employee shall be entitled to a paid meal break of one hour. An unplanned overtime event is offered the same day in which it occurs in that the employee is not given prior notice to allow them to make alternate arrangements.
- (f) An employee who reports for overtime work, which has been pre-arranged, shall not be eligible for a meal allowance.

22.03 Day Employees

The following provisions are subject to Article 22.01(b) above:

(a) Work on Regular Days of Rest

Work performed by day employees on their first day of rest (Saturday) up to eight (8) hours, shall be paid at the rate of time and one-half. Work performed beyond eight (8) hours shall be paid at the rate of double time.

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

(b) Work on Company Holidays

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

(c) Working During # 1 and # 3 Shifts

Whenever a day employee is required to work overtime encompassing a complete # 3 or # 1 shift as overtime, 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.

22.04 Shift Employees

(a) The following provisions are subject to Article 22.01(d) 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.

22.05 Pre-arranged Overtime

(a) 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 (4) 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.

(b) When the Company cancels pre-arranged overtime on short notice, the employee will be paid two (2) hours at the base rate. This payment will not be made when the overtime is cancelled before the employee comes to work or if the overtime is both arranged and cancelled during the same work period.

22.06 Callouts

An employee who has completed a regular work period and gone home, if called in for extra service before the employee's next regular work period, shall receive a minimum of four (4) hours at time and one-half. Where the employee commences work less than four (4) hours in advance of the employee's regular work period and continues without break into that period, the employee shall be paid for the first four (4) hours following the start of the callout at the rate of time and one-half. Overtime premium paid as the result of the work extending into the employee's regular work period will be paid at the applicable overtime rate only; i.e. If employee works two (2) hours into their regular work period the payment is the applicable overtime rate but not overtime plus regular time.

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 (4) hour period will be paid at time and one-half. No travel time will be paid.

22.07 Distribution of Overtime

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 shall be distributed as equitably as practicable amongst qualified employees in the Branch or equivalent (home base) from which the overtime is required. It is further agreed that a monthly record of overtime worked in each department and/or classification will be made available, on request, to the Union President and/or Union (USW Local 4096-896) representative responsible for the particular classification(s) concerned.
- (b) Notwithstanding the above, a full-time employee on temporary assignment to another classification for greater than one (1) day, will be assigned overtime in the employee's base classification only if other employees are not available to perform the required work.
- (c) Employees classified as term or casual will be assigned overtime only if other employees are not available to perform the required work. When term employees are required to work overtime, such overtime will be distributed equitably within the term employee group by descending date of hire.
- (d) Notwithstanding the above, trainees shall not be offered overtime until they are qualified in the area concerned and the qualified employee list has been exhausted.
- (e) The President of the Union and designate will be given access to the overtime distribution lists, where they are maintained.

22.08 Travelling While on Duty

An employee may be required while on duty to travel with a shipment. Where this occurs, the employee shall receive credit as time worked for all hours actually on duty. Where such duty exceeds the employee's normal work period the employee shall receive overtime compensation for the additional time involved as provided for in Article 22.

22.09 Travelling to and from Outside Assignments

When an employee is required and authorized to drive the employee's personal car, the mileage provisions outlined in the Company-Wide Travel Procedure (CW-512200-PRO-120, Rev 3 dated 2010 March 10) will apply.

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 six (6) hours.
- (b) On the employee's day(s) of rest the employee shall be compensated at the applicable overtime rate for time worked and at the standard overtime rate for travel time to a combined maximum of eight (8) hours. For any additional time spent in travel, the employee will be compensated at the employee's regular rate to a maximum of six (6) hours.
- (c) Assignments in the local area (Pembroke to Rolphoton and points between) do not constitute travel for the purpose of travel time.

22.10 Conventions and Training

- (a) When an employee attends a skill development course, convention, conference or exhibition for the purpose of learning about new developments or equipment, or to give a presentation, the employee will receive full normal salary, but will be ineligible for overtime pay. Such cases will be discussed in advance with the Union. Notwithstanding the provisions of this Article, where the Company directs an employee to attend such events, overtime and travel will be paid in accordance with the foregoing provisions of this Article.
- (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.
- (c) When an employee is directed by the Company to attend training, overtime and travel will be paid in accordance with the foregoing provisions of this Article.

22.11 On-Call

- (a) Employees may be required to be available for duty (on-call) to respond to urgent issues outside standard work hours. Employees designated to be on-call must be available, usually via pager, cell-phone, telephone or similar communications medium. An employee in receipt of the on-call premium must respond by telephone within thirty (30) minutes of a page and must be able to report physically to the workplace within ninety (90) minutes, fit for duty.
- (b) Employees can be designated to be continually on-call, sharing on-call, or occasionally on-call.
- (c) Employees who are continually required to be on-call shall be paid an on-call premium of \$5200.00 per year paid in pro-rated instalments on regular pay days. On request these employees will be relieved of their on-call duties for up to forty-five (45) days per year (inclusive of vacation) to be scheduled based on operational requirements.
- (d) Employees who are occasionally required to be on-call outside standard work hours shall be paid an on-call premium of \$30.00 for each twenty-four (24) hour period; the total sum of such premiums in a year not to exceed \$2600.00.

- (e) In all cases, before on-call is assigned, volunteers will be sought from among those employees who are qualified to do the work required. On-call will be assigned when required on an equitable basis among employees qualified to do the work.
- (f) Where there are more qualified volunteers than on-call assignments, volunteers will be assigned on an equitable basis but never more than two volunteers per on-call assignment.
- (g) No employee will be designated to be on-call for more than 14 consecutive days unless with the consent of that employee or where there are fewer than two employees qualified to do the work required.
- (h) Employees on-call will be entitled to additional compensation as follows:
 - (i) two and one-half (2.5) hours at the applicable overtime rate for any on-call period where telephone response was required and made
 - (ii) if it is necessary for the employee to report physically for duty, Article 22.06 Callouts will apply.

ARTICLE 23 - UNION SECURITY

23.01 Deductions from Salaries

- (i) The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the wages of each employee covered by this agreement. The Union shall inform the Company of the formula for the calculation of dues.
- (ii) All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, P.O. Box 9083, Commerce Court Postal Station, Toronto Ontario M5L 1K1 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.
- (iii) The remittance and the R-115 form shall be accompanied by a statement containing the following information:
 - a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - b) A list of the names of all employees from whom no deductions have been made and reasons;
 - c) This information shall be sent to both Union addresses identified in article ii) in such form as shall be directed by the Union to the Company.

- (iv) The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.
- (v) The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.
- (vi) The above provisions will become effective upon the execution of this agreement and will be incorporated into the renewal agreement between the parties.
- (vii) The Union will advise the Company in writing (attached hereto) of the amounts to be deducted pursuant to 23.01(i) above, and the procedures for transmitting the required information.

23.02 Information for New Employees

The Company will make arrangements for the Local Union President or designate on site to meet new employees for thirty minutes during their first weeks of employment to advise them of the existence of the union and of their rights and obligations. Each new employee will be given a copy of the Collective Agreement. The Company will notify the Union of the name and location of the new employee.

23.03 Information for the Union

The Company will notify the President of the Union of the name, date of hire and position of each new employee covered by this Agreement.

The Company will provide the President of the Union within 30 days, reports of resignations, retirements, deaths, and changes to employment classification, with appropriate dates.

The Company will provide the President of the Union, by February 15 of each year, a list of employees within the bargaining unit in descending order of seniority, including name, gender, classification, rate of pay and date of seniority.

The Company shall provide the President of the Union within 90 days of the expiry of this Agreement in descending order of seniority, complete salary information, including classification and seniority, of each employee covered by the Agreement.

ARTICLE 24 – PRINCIPLES GOVERNING THE VALUE OF LENGTH OF SERVICE

24.01 Governing Principles

- (a) Layoffs within a classification shall be in the reverse order of bargaining unit seniority provided that the 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 bargaining unit will be the deciding factor.

24.02 Seniority

(a) Effective Date

- (i) An employee shall be on probationary service until the employee has worked one hundred and twenty (120) days following the employee's appointment to a continuing position. 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, in this Bargaining Unit. Such list will be supplied to the Union (USW Local 4096-896) quarterly in the months of March, June, September and December.
- (ii) There will be no change in an employee's classification during the employee's probationary period without prior discussion with the Union (USW Local 4096-896). On any subsequent transfer to a different classification within the Bargaining Unit, the employee will undergo a thirty (30) day familiarization period, during which time the employee may elect to return to the employee's former position, or the Company may reassign the employee to such former position.
- (iii) Part-time employees will be placed on a separate part-time seniority list after completion of one hundred and twenty (120) day probationary service. Employees will be credited with seniority for actual hours worked.

(b) Seniority Lists

- (i) A seniority list shall be maintained by the Company based on the employee's union seniority and shall be shown in descending order of seniority. The seniority of an employee shall include the employee's full period of service within the Union. Such service must be unbroken by termination except as provided for in Articles 24.03(c) and 24.04.
- (ii) The establishment or revision of seniority dates, for special cases, will be determined by the Company and the Union (USW Local 4096-896).
- (iii) Should two (2) 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 with the greater length of continuous CNL employment will be deemed senior.
 - (2) An employee with the greater length of non-continuous CNL employment will be deemed senior.
 - (3) Seniority will be determined by the process of chance through the drawing of names. The respective union (USW Local 4096-896) representative involved will be present at such drawing of names.

24.03 Workforce Adjustment

- (a) In the event employees are to be laid off, the Company will provide notice equal to one (1) week in addition to the minimum specified in the Canada Labour Code, Part III to the President of the Union, and the employees who are to be laid off. In cases of layoff, the Company will discuss the impending layoff and options to minimize the impact with the Union prior to layoff letters being issued to employees and will notify the Union in writing with the names of the affected employees.
- (b) No employee on a seniority list will be laid off while a probationary, term or casual employee is retained in the classification.
- (c) An employee who is designated for layoff in accordance with Article 24.01(a) will have the alternative of being laid off, or displacing the least senior employee in an equal or lower wage rated classification as long as the employee meets the normal requirements for the position within a 30 working day familiarization period.
- (d) When an employee who has bumping rights decides to exercise their rights, the employee will be obligated to do so in writing within seven (7) working days of receiving layoff notice. In cases where an employee who has received layoff notice requests pension estimate information, this information will be made available within the seven (7) day period.

24.04 Recall

- (a) When a continuing 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 two (2) years.

When an employee on a recall list accepts a term assignment the employee's remaining recall period is put on hold for the duration of the term assignment.

Depletion of the employee's remaining recall period will resume upon completion of the term assignment.

- (b) While on a recall list the employee will retain the employee's seniority standing but will not be considered as an employee for the purpose of this Agreement.
- (c) A recall list shall be maintained where a layoff due to lack of work has occurred in the preceding two (2) years and recalls will be made from the list in order of seniority to any continuing job in an equal or lower paying job for which the employee meets the normal requirements for the position within a 30 working day familiarization period.
- (d) Notification of recall shall be sent by the most expeditious means possible, while requiring a signature as proof of receipt to the last known address of the employee concerned. It shall be the responsibility of each laid-off person on a recall list to advise the HR Services Office of any change in address. An employee may decline a recall on one occasion, for a lower-paying job and elect to remain on the recall list, but shall so inform the Company within seven (7) working days. If the employee is recalled to a job of equal pay but does not report for work within ten (10) working

days after recall, without reasonable excuse, the employee shall be deemed to have resigned.

An employee may accept a recall to a lower-paying job without affecting his or her right to be recalled by seniority to a job of equal pay.

- (e) Individuals with recall rights will have first opportunity, in order of seniority, for casual and/or term work in equal or a lower wage rated classification provided that they meet the normal requirements of the position. Acceptance or rejection of casual and/or term work assignments will have no impact on recall rights.

ARTICLE 25 - WORK JURISDICTION

Supervisory and Salaried Staff have duties and responsibilities that are distinct from those of Bargaining Unit employees, and will not do work regularly performed by Bargaining Unit classifications. Notwithstanding the above, they are expected to assist with the operation in unusual circumstances. It is also recognized, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union.

The Company will continue to require members of this Bargaining Unit to perform types of work or use classes of instruments or equipment where, traditionally, members of the Bargaining Unit have had responsibilities.

Union or Company representation may be made at any time to discuss assignments of new work areas or other work jurisdiction issues.

ARTICLE 26 – SAFETY MEETINGS

Safety meetings will be organized on a Branch, Division or building basis as appropriate. Safety meetings will be scheduled at least once every three (3) months. All employees will be expected to participate.

ARTICLE 27 - TECHNOLOGICAL CHANGES

27.01 Definition

- (1) “Technological change” includes the introduction by the Company of equipment or material of a different nature than previously utilized by the Company.
- (2) A change in manner in which the Company carries out work that is related to the introduction of this equipment; removal of equipment and a change in manner in which the Company carries on work that is related to the removal of the equipment.
- (3) Any change in work methods and operations affecting one or more employees.

27.02 Notice and Implementation

The Company will notify the Union (USW Local 4096-896) in writing in accordance with the Canada Labour Code before introducing new equipment, processes or methods which are likely to necessitate the layoff or transfer of one or more employees.

The parties will meet to discuss the proposed changes and work together to minimize any resulting adverse effects on members of the Bargaining Unit, through retraining or other such means as may be feasible and appropriate in the circumstances. Such discussion will include to the extent possible, the nature of the changes, the schedule of implementation, and the number and type of employees likely to be affected.

The Company shall provide training on any new technology for all affected employees who require such training in order to acquire the knowledge and skills needed for the job.

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

ARTICLE 28 - NON CONTINUING PERSONNEL

Working conditions, benefits, leave, salary and overtime administration for part-time and short term employees are defined under SPP RCW-2.05, Part-Time, Short Term and Student Employees (Salaried) Benefit Programs dated 1987 April.

28.01 Part-Time Employees

Part-time employees are those employees who work a portion of the standard hours for full time Bargaining Unit employees, as defined by SPP RCW 2.05, dated April 1987.

It is agreed by the parties that full-time jobs will continue to be the employment norm and that part-time positions will not be created to displace full-time positions.

28.02 Term Employees

Term employees are those employees hired to carry out term assignments of up to twelve (12) months duration which require them to observe the normal work week stipulated by this Agreement and who cease to be employed when the job for which they were hired has been completed.

The Union (USW Local 4096-896) will be notified when term employees are hired and the reason they are hired. Such notification will occur no later than the first day the term employee reports to work.

An employee in this category will be eligible for enrollment in Company benefit programs. Union dues shall be deducted for the duration of employment as specified in Article 23.01.

Term employees will be excluded from accruing seniority, will not be given layoff notice and will not have recall rights. However, term employees who are subsequently hired permanently shall, upon completing their probationary period, have their immediate prior term service recognized.

A term employee whose consecutive employment in a position exceeds twelve (12) months will be deemed to be a full-time continuing employee in that job. Temporary extensions beyond twelve (12) months and for the replacement of bargaining unit employees due to maternity and/or parental leave or other leave will be by mutual agreement between the Company and the Union (USW Local 4096-896).

A sequence of term appointments will not be used to displace a full-time continuing position or to avoid the hiring of a full-time continuing employee.

28.03 Casual Employees

Casual employees are those employees hired on a roster in the Utility Worker classification for a period of twelve (12) months and only paid for the days worked.

Such employees will be eligible for up to one (1) month of continuous active employment. Extensions will only be by mutual consent of the Company and the Union (USW Local 4096-896).

Casual employees will be excluded from accruing seniority, will not be given layoff notice and will not have recall rights.

Casual employees on site shall represent a maximum of 15% of the full-time continuing complement of the Utility Worker classification, to undertake bargaining unit work at any given time, except by mutual consent of the Union (USW Local 4096-896) and the Company. A list of casual employee appointments will be maintained and will be made available to the Union (USW Local 4096-896) upon request.

The Union (USW Local 4096-896) will be notified when Casual employees are initially hired.

Union dues shall be deducted for the duration of employment on a pro-rated basis.

Casual employees will not be eligible for enrolment in Company benefit programs. They are eligible for coverage under the Government Employees Compensation Act and will receive vacation pay at the rate of four percent (4%) of earnings payable on each respective pay. Statutory Company holidays will be paid consistent with the regulations of the Canada Labour Code.

A sequence of casual appointments will not be used to displace a full-time continuing position.

ARTICLE 29 - RIGHT TO REFUSE DANGEROUS WORK

29.01 An employee shall have the right to refuse work in dangerous situations.

- (a) An employee may refuse to do any particular act or series of acts at work which the employee has reasonable grounds to believe are dangerous to the employee's health or safety or the health or safety of any person at the place of employment. The employee shall first report such a situation to supervision. Failing resolution by the supervisor, a joint investigation will be conducted by the Union Health and Safety representative, the supervisor and the employee. If the matter cannot be resolved internally, it shall be referred to the Department of Labour under section 129 of the

Canada Labour Code. The employee may continue to refuse until sufficient steps have been taken to satisfy the employee, or until the safety officer representing Labour Canada has investigated the matter and advised the employee that the matter has been resolved.

- (b) No loss of wages or disciplinary action shall be taken against any employee who exercises the right conferred upon the employee in (a) above.

29.02 Once an employee has invoked the right to refuse work and has informed the Company and/or the Health and Safety representative, the Company will not assign someone else to do the job that the employee has refused to do unless:

- the other employee is qualified to do the job;
- the other person is informed about the refusal and the reason(s) the employee refused the job; and
- the Company is satisfied that the other employee will not be put in danger.

ARTICLE 30 - EMPLOYEES TEMPORARILY LOCATED AND WORKING AWAY FROM THEIR NORMAL WORKING LOCATION

30.01 General Understanding

Employees temporarily located and working at a location away from their normal working location will continue to be covered by the provisions, terms and conditions of the Collective Agreement. Should the nature of the assignment require terms and conditions different from normal or extended travel status conditions, a Terms & Conditions (T's & C's) document, for assignments lasting between 10 and 180 days, or Letter of Understanding (LOU), for assignments greater than 180 days, with the Employee will address the terms and conditions applicable to the assignment and Articles of the Collective Agreement which would not apply.

30.02 Applicable Terms and Conditions

- (a) The Company and the Union will negotiate and review annually the terms of standard T's and C's and LOU's for various sites and locations. The Company, the Union and the Employee will agree on any amendments required to the standard T's & C's and LOU's to meet specific employee needs. No employee shall be required to accept such an assignment. Acceptance of such an assignment shall not be withheld without valid and serious reasons.
- (b) If urgency requires the dispatch of an employee prior to the finalization of the standard T's & C's or LOU's, the employee's agreement must first be obtained, and the finalized T's & C's or LOU's will be applied retroactively to the assignment.
- (c) Any changes in the T's & C's or LOU's during the course of the assignment must be agreed to by the union and employee. If agreement is not reached on changes in the T's & C's or LOU's, the employee will complete the assignment (or extension) under the terms of the existing T's & C's or LOU's. Any extension of the assignment must be agreed to by the employee.

- (d) The Company shall pay for any licenses, equipment, or special tools required on the assignment for use or application by the employee, which were not normally used by the employee at the normal work location.
- (e) Terms and conditions for an assignment will be made available in writing to those responding or wishing to respond to a posting or solicitation of interest, to the extent such terms and conditions are known.
- (f) In case of a potential layoff situation arising, the employee will be returned to home site before being given notice of layoff.
- (g) In the event of a strike date being issued to the Company, the Company and the Union will meet to discuss arrangements for employees on assignment away from their home site.

ARTICLE 31 - SKILLS DEVELOPMENT

31.01 General

The parties recognize the importance of providing a climate in which employees can improve their knowledge and skills, enhance their job performance by becoming better qualified.

The purpose of skills development is to assist employees in improving their technical skills and level of education, as well as in keeping up to date with the appropriate new methods of performing their duties.

31.02 Types of Training

- (a) Training Programs can include the following:
 - Company mandatory training
 - Job-specific certification courses
 - Non-credit training in the form of on-the-job training
 - Workshops
 - Orientation sessions
 - Short courses
 - Field trips
 - Supplier training
- (b) All training receiving Company support as provided below must be directed towards an improvement of skills which, in the Company's opinion, is job development related.

31.03 Company Initiated Training

Where the Company requires an employee's participation in a training program, the Company shall bear the full cost of the employee's training including, as applicable: tuition, examination fees, entrance or registration fees, course required books, or other legitimate expenses as determined by the Company.

Where the program entails leave of absence, such leave of absence shall be with salary and other benefits excluding overtime or other premium payments.

Where the program involves travel, the employee will be reimbursed for travel and other associated expenses in accordance with normal Company procedures.

At the Company's expense, training will be provided to employees with work activities that require legislative or regulatory qualifications.

31.04 Employee Initiated Training

- (a) Where an employee makes application to attend a training program the Company may: approve leave of absence, where necessary with pay or partial pay or without pay, and/or choose to defray any or a portion of the cost of the employee's training dependent on the nature of the program and the degree to which it is career related. The cost of the training includes: tuition, examination fees, entrance or registration fees, course-required books, or other legitimate expenses as determined by the Company. The payments provided for in this section will be dependent on the employee's successful completion of the training program.

Reference "Tuition Reimbursement Request/Payment Form" – Form 4100.

- (b) Termination of employment by the employee, or by the Company for just cause shall nullify any obligation of financial assistance by the Company in connection with training.
- (c) In the event that an employee on training receives outside support such as scholarship, fellowship, bursary or any other type of assistance, this will be disclosed to the Company at the time of application in accordance with (a) above.
- (d) If, after the training period, an employee fails to return to work as prearranged without reasonable cause, the employee shall repay in full the salary and cost, where applicable, incurred by the Company in connection with the training.
- (e) An employee granted extensive leave of absence in accordance with (a) above may be required to sign a statement of intent to the effect that, on completion of the training, he/she will remain in the employ of the Company for a period of not less than 1 year. Should he/she resign from the Company or be dismissed for just cause before this period expires, he/she shall refund the Company on a pro-rata basis the salary and cost, where applicable, incurred by the Company in connection with his/her training.

31.05 Interrupted Training

Where a Company approved training course was started and subsequently the employee is transferred and the Company is unable to make arrangements to facilitate completion of the training course, all expenses otherwise paid on completion will be paid to the employee.

31.06 Training Opportunities/Contamination Monitor Rotation

Within six (6) months following ratification, the Company will implement a rotation schedule for all contamination monitors in all facilities; recognizing that there may be unusual or extenuating circumstances. Such circumstances will be discussed with the Local Union President prior to implementation. The Company will also provide the Local Union President with a copy of the final schedule upon completion.

ARTICLE 32 - DURATION AND AMENDMENT OF AGREEMENT

32.01 This Agreement and any supplementary letters thereto, when signed by the parties hereto, shall become effective on the date of ratification, 2014 November 4, and shall remain in full force and effect until 2016 March 31 and from year to year thereafter, unless amended or terminated in the manner later provided herein.

32.02 Retroactivity

With respect to the salary range increase effective April 1, 2014, for all members of the bargaining unit that are on strength as of the date of ratification, salaries will be increased by 1.5%, effective April 1, 2014.

Payment of these increases will be in the form of a retroactive payment of the individual's gross earnings. It should be noted that payments related to the base salary are pensionable and payments related to overtime are non-pensionable.

32.03 This Agreement may be amended during its term by mutual consent.

32.04 If either the Company or the Union desires to amend or terminate this Agreement, it must notify the other party in writing within the period of three (3) months immediately preceding the date of expiration of the term of this Collective Agreement. The parties will exchange proposals simultaneously at a mutually agreeable date prior to the commencement of negotiations. Until satisfactory conclusion is reached in the matter of proposed amendments, the original provisions shall remain in effect in accordance with the Canada Labour Code.


32.05 **IN WITNESS WHEREOF** the parties hereto have, this 19th day of 2015 ~~January~~, executed this Agreement by the hands of their proper officers.

February

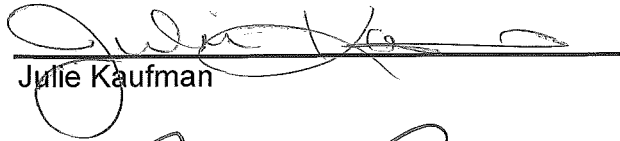
**ON BEHALF OF CANADIAN
NUCLEAR LABORATORIES LIMITED**

**ON BEHALF OF THE
United Steelworkers 4096 – 896**

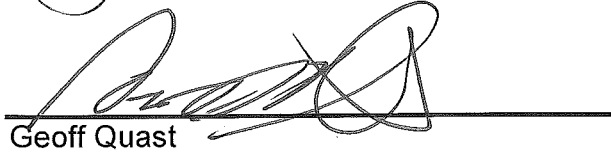

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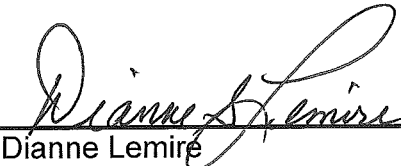

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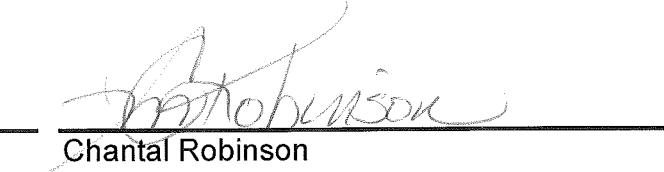

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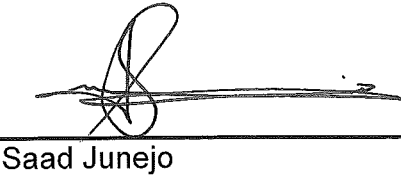

Julie Kaufman

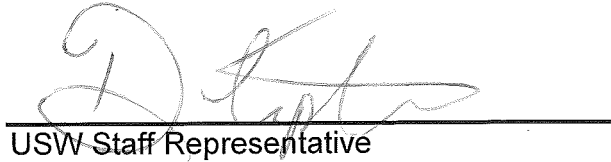

Chris Clouthier

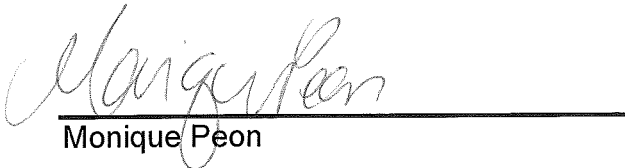

Geoff Quast

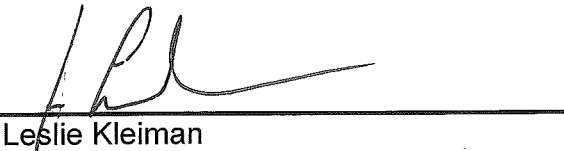

Dianne Lemire


Chantal Robinson


Saad Junejo


USW Staff Representative


Monique Peon


Leslie Kleiman

APPENDICES

APPENDIX A - CNL/USW Local 4096 - 896 12-Hour Shift Agreement

The Company and the Union 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 Canadian Nuclear Safety Commission 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 11 - 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 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 BENEFITS PLANS

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

17.03 (a) Disability Income Protection Programs

The benefit level remains as specified under Article 17.03, however a claim for benefits will be made only if the period of absence would have resulted in a loss of earnings.

3. ARTICLE 19 - COMPANY HOLIDAYS

Company Holidays will be deemed to commence at 7:05/8:05 a.m. on the calendar day specified in Article 19.01 of the Collective Agreement and last until 7:05/8:05 a.m. the following calendar day.

19.02 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 the employee's 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 the employee's normal rate
 - who are not required to work will receive twelve (12) hours pay at the employee's 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.
- (iv) Employees who are on supernumeraries scheduled to work on Company Holidays and,
- do work will receive time and one-half both normal rate for the hours worked, and will receive in addition either a holiday with pay which will be by way of the addition of eight (8) hours to the employee's accumulated vacation credits, or eight (8) hours pay at their normal rate.
 - who do not to work, will receive eight (8) hours pay at their normal rate.

4. ARTICLE 17 - LEAVE PLANS AND REGULATIONS

17.01 - Vacation Leave

Employees shall have the employee's 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 17.01(h) will be based on eight (8) hour day equivalents.

17.03 (c) Short Term Sick Leave

Employees shall have the employee's 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.

17.04 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 17.04(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 (1) day's leave with pay, twelve (12) hours, if required, when the employee's spouse gives birth or to arrange for the adoption of a child.

17.05 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.

17.05 (b) - Court Leave; 17.05 (c) - Veteran's Examinations

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

5. 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.

20.02 Day and Shift Operation Work Schedules Employees

- (i) Employees shall work schedules 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 periods 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.

6. ARTICLE 22 - OVERTIME

22.01 General

Overtime work in excess of twelve (12) hours beyond the employee's basic scheduled workweek 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.

22.04 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 22.01 and 19.02 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 22.01 as modified above and Article 22.03 (a)(iii) of the Collective Agreement.
- (iii) Mutual exchanges will be subject to supervisory approval as outlined in Article 22.04(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.

22.06 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. No travel time will be paid.

22.07 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.

22.09 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 22.09.

7. ARTICLE 21 - SALARIES

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 salary 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 21.03 and 21.04.

For employees who may be placed on a twelve 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.

21.05 Shift Differential

An 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.

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 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 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.

21.12 Short Change Premium

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

8. 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 they can be reached by telephone (in the event they are 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 the employee's 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 the employee's shift only.

9. 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 between the Company and the Union with a view to resolving the issue.

APPENDIX B – List of Arbitrators

HUMAN RESOURCES & ADMINISTRATION

9 October 2014

Ms. Paulette Benoit, President
United Steelworkers
Local 4096
P.O. Box 4
CHALK RIVER, Ontario
K0J 1J0

Dear Ms. Benoit,

The Company and the Union agree to appoint arbitrators in accordance with Article 12 from the following list:

Guy Thorne
Russell Goodfellow
Paula Knopf
Jane Devlin
Rick Brown
Sydney Baxter

Sincerely,



George Dolinar
Chairperson
CNL Negotiations Committee

AGREED:



Paulette Benoit
President
USW Local 4096

APPENDIX C – Job Descriptions

Utility Worker

DUTIES

- Under general supervision to perform work associated with labour, janitorial, laundry, decontamination and helper.
- Performs work associated with grounds maintenance, cleaning windows, removal of waste, decontamination of surfaces and equipment and laundry duties.
- Performs and assists with loading and unloading of vehicles, moving furniture and construction material, cleaning and burning rubbish and brush, mowing lawns, digging and excavating, landscaping, operating air drills and compressors, shoveling snow and spreading sand/gravel, cleaning windows and doors, erecting fences and carrying out demolition work.
- Performs work associated with cleaning, sweeping, mopping, waxing and polishing floors, scrubbing and washing washroom floors and fixtures, cleaning light fixtures, cleaning and washing walls and ceilings, performing pest control duties and vacuuming and shampooing carpets and rugs.
- Performs work associated with the decontamination/cleaning of equipment, surfaces and areas, and operation of various equipment used in decontamination processes. To assist in the dressing and undressing personnel working in contaminated areas. In addition, performs work associated with the transfer and placement of radioactive waste.
- To assist in the training of other employees.
- Performs work associated with inspecting, marking, recording, sorting, weighing, pressing and subsequent handling of CRL's protective or specialized clothing. Also performs work associated with the operation of various laundry-related equipment and for the recording of issued and destroyed pieces of clothing.
- Under the direction of a journeyman, leadhand, or foreman, to perform semi-skilled routine work as a helper/assistant to journeymen, such as:
 - Keeping the journeymen supplied with tools, supplies and materials.
 - Assisting journeymen by holding tools or materials in place.
 - Performing a variety of work only when it does not require journeyman skills.
 - Assists journeymen or drivers with the delivery or removal of material for the job site
- Performs routine maintenance work on shop machines, such as oiling, greasing, and cleaning.

- Keeps the work area clean, cleans up after the job and stores material and tools in the proper place.
- To observe good housekeeping and safety practices and general plant regulations.

QUALIFICATIONS

Education and Experience

Must have completed Grade X or equivalent.

Knowledge, Skills and Abilities

- Must be able to follow verbal and written instructions and work with a minimum of supervision.
- Must be familiar with the operation of applicable equipment.
- Must be familiar with buildings and areas.
- Must be willing to undertake additional training appropriate to these duties.
- Must be able to utilize tools and procedures as required, plan own work and make minor decisions.
- Must have the ability to cope with heights and confined spaces.
- Must be able to work effectively with a variety of personnel.
- Must be responsible for record keeping where applicable.

STORES ATTENDANT

DUTIES

- Operates computer systems associated with distribution centres.
- Follows processes and procedures related to receiving, issuing, shipping, storage and handling of materials.
- Operates delivery truck, various forklifts, hand trucks and material carts for movement and delivery of materials.
- Operates various tools and equipment associated with metal cutting, crating and uncrating, packaging and palletizing of materials.
- Observes good housekeeping and safety practices in all areas.
- Assist in training of other employees.
- Provides service and information for customers.

- Aids in promoting process improvement.
- May be required to provide emergency response. (e.g. stay on site during evacuation)
- Performs any other tasks that may be required in the performance of normal Stores Attendant duties as per operational requirements.

QUALIFICATIONS

Education and Experience

Secondary School Graduation or the equivalent in technical training and/or related experience.

Must have security clearance to Level II

Knowledge, Skills and Abilities

- Must have completed or be capable of successfully completing the following training: General and Safety Orientation, WHMIS, Canada Labour Code Part II – Employee Awareness, Environmental Protection, CRL Site Evacuation Plan – Familiarization, Radiation Protection Group 3, Transportation of Dangerous Goods, Forklift, Safe Indoor Hoist and Crane Operation, Building Emergency Procedures, Central Stores S-W Emergency Procedures, SRF Criticality Safety: CSD 45 as well as any new or ongoing training required by the licensing body.
- Must have knowledge or be able to acquire and maintain knowledge of an Automated Procurement System and become familiar with the operation of related computer programs and equipment.
- Must be capable of adapting to changing priorities in the workplace.
- Must be a team player and possess good communication skills.
- Must have a valid driver's license.
- Must comply with all safety regulations.
- Must be able to wear a full-face respirator.

APPENDIX D – Supplementary Letter

HUMAN RESOURCES Employee Relations

9 October 2014

Ms. Paulette Benoit, President
United Steelworkers Local 4096
P.O. Box 4
Chalk River, Ontario
K0J 1J0

Dear Ms. Benoit:

This is to record agreement between Canadian Nuclear Laboratories Limited and the United Steelwork on matters which are supplementary to the Collective Agreement covering the period of 2011 April 01 - 2014 March 31:

1. Contracting Out

It is the intent of the Company that contracting out will not adversely affect employees in the Bargaining Unit.

If any dispute arises with respect to this policy, the matter will be discussed forthwith by representatives of the Company and The Union.

In the event the Company and the Union 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 11, commencing at the third step.

2. Compensation for Work Related Injury or Illness

- (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 one hundred per cent (100%) 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.

3. Absenteeism

The parties to this Collective Agreement agree to work together to eliminate any possible abuse of the Employee Benefits 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 and the Union.

4. Reciprocal Agreement on Internal Competitions

Recognizing the advantages of reducing restrictions to career development opportunities, it is agreed that employees from other employee groups which have entered into this reciprocal agreement on internal competitions, and Non- Bargaining Unit employees within the Company, will have equal consideration for all competitions for classifications represented by the parties to the agreement. This agreement does not include the transfer of seniority unless provided for in Article 24.

5. Re-establishment of Intermediate Term Sickness/Disability Benefit

When an employee returns to a modified/alternate work assignment following an absence under the Intermediate Term Sickness/Disability benefit plan described in Article 17.03, Human Resources, an occupational health representative, the Branch Manager, the employee and the union will discuss the conditions upon which the full Intermediate Term Sickness/Disability benefit would be re-established. There is no intention to reduce the original entitlement of twenty-six (26) weeks of benefit.

6. Decontamination Operators

It is agreed that those employees, as listed below, who were classified as Decontamination Operators as of 1999 May 19, will not be required during the life of this Collective Agreement to perform other work associated with Utility Workers duties.

Deborah Clouthier
Edward Hill
Raymond Lamirante
Luc Levesque
Bill Rice

7. Enhanced Contamination Monitor

Persons hired as Contamination Monitor Trainees are expected to attain full qualifications to Enhanced Contamination Monitor status according to the attached Progressive Training Program (Table 1) for Contamination Monitors.

The joint Education and Training Committee provided for in Article 10.02 shall be involved in the review of the training program, review of any modifications to the duties and expectations of the Contamination Monitor, monitoring training process and the results of employees receiving the Contamination Monitor training.

It is understood that the objective of the Contamination Monitor Training Program is to help CNL's Radiation Protection Program and practices at CRL meet international best practices for radiation protection. This includes the recognition that employees in other job classifications, who are Group 2 qualified, shall be required to do radiological monitoring and cleanup of small levels of contamination for the purposes of self-protection and ensuring the workplace is left in a safe condition.

8. Education and Training Committee

For the duration of this Collective Agreement (Date of Ratification to March 31, 2014), the Education and Training Committee, as described in Article 10.2, shall be incorporated into the Management Union Cooperative Committee (MUCC) meeting as described in Article 10.01, as a standing agenda item.

Within the first six (6) months after ratification, the Education and Training Terms of Reference will be reviewed and modified as required.

Table 1: Progressive Training Program for Contamination Monitor

Entry Position	<ul style="list-style-type: none"> Grade 12, CAAT
First Six Months	<ul style="list-style-type: none"> Group 4 Training, Respirator Fit Test, Use of PPE, site layout, etc Group 3 Training, Start Group 2 Training for Contamination Monitor Familiarization in the 3 major areas (NRU/North Plant, Chem Area/Shielded Facilities and Waste Management/Decommissioning)
Second Six Months	<ul style="list-style-type: none"> Complete Group 2 3 months OJT (On-the-Job Training) in each of the 3 major areas Start Enhanced Contamination Monitor Training consisting of duties, trigger points, and 5 modules (alpha, beta, tritium, uranium and

	plutonium)
Year 1	<ul style="list-style-type: none"> • Complete Enhanced Contamination Monitor Training. After passing the Enhanced Contamination Monitor Training the Contamination Monitor can work at the Enhanced Contamination Monitor qualifications using the higher Trigger Points. • OJT, gain field and work experience • Participate in continuing and refresher training. • Rotation between facilities on a 1 - 2 year cycle.
Year 2	<ul style="list-style-type: none"> • Continue to work at the Enhanced Contamination Monitor qualification levels, assigned to tasks based upon demonstrated levels of ability and experience. • OJT, continue to gain field and work experience • Participate in continuing and refresher training. • Rotation between facilities on a 1 - 2 year cycle.
Year 3	<ul style="list-style-type: none"> • Fully qualified. Full qualifications are based upon results from training, check-offs in the field and demonstrated competency through field experience.

9. Stores Attendant Training

New Hires

Newly hired Stores Attendant training will consist of the employee being assigned to tasks that are related to the core processes within the branch. Core processes are defined as: issuing material, receiving material, shipping material and delivery of material. Other processes will be added as required.

New employees assigned to a process shall be shadowed for a minimum of one week by a Stores Attendant who is experienced with the process and able to train the new employee, or by a Lead Hand or Supervisor.

Following this period of training, the Lead Hand or Supervisor must be available to mentor the employee in the process to complete the 30 days training in each process, and be available to provide ongoing support.

Annual Training

Once employees have received their initial processes training, employees will be asked which position/task they wish to be assigned. These assignments will be reviewed annually and administered in conjunction with article 14.01(b).

All Stores Attendants will be asked to work in other processes/tasks for retraining/familiarization purposes annually. This training will consist of being assigned to positions/tasks that involve the processes not being covered in the position/task they are presently assigned. Time in retraining will be usually a week in duration at a

minimum, however may be revised to include other work assignment completed during the year (includes but not limited to overtime assignments and staff redeployment by supervision).

Employees who are fully trained may be asked to aid in training new employees for a minimum of a week and then be reassigned to allow for the new employees initial 30 day training period. This reassignment should be used to accommodate retraining. When new projects are introduced that Stores Attendants are asked to participate in, the employees will be polled to see if they are interest and assigned as per article 14.01(b).

If new processes or tasks are added to the continuing role of the Stores Attendant or if a vacancy is determined, assignment will be based on the training of individuals wishing to fill the vacancy and article 14.01(b).

If processes or tasks are deleted from the continuing role of the Stores Attendant and a reassignment opportunity is determined, reassignment will be based on the training of the individual and article 14.01(b).

Union and Management will establish an implementation outline and review the training plan as required, with the assistance of the Education and Training Committee as identified in Article 10.02.

10. Pay Rate for Utility Worker Leadhand

As per Article 21.08, the Utility Worker Leadhand shall be paid at the Group 8 rate of the Allied Council Collective Agreement as long as more than twenty-five per cent (25%) of the crew he/she supervises is in that group. The Company will provide the Union with a report disclosing the composition of the crew under the Leadhand, upon request and when there is a change in the existing crew composition.

11. Discharge – Special Consideration

Where it is found necessary to discharge an employee due to failure to make satisfactory progress in the employee's work, but the employee's service has otherwise been satisfactory, the Company will endeavor to place the employee in alternative work for which the employee is qualified, subject to its other responsibilities and commitments.

12. Indemnity

It is the policy of CNL that its employees will not incur any personal liability in the performance of their duties and work for CNL so long as they are acting in the course of their employment and within the scope of the duties of such employment. Indemnity shall apply provided that the following conditions exist:

- (i) The employee is acting within the course and scope of the duties of such employment,
- (ii) The employee is acting in good faith; and,
- (iii) The employee is acting to the best of their ability.

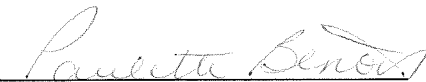
If you agree that this letter adequately covers the several points in question, I would appreciate your signature of acceptance in the space provided below.

Sincerely,



George Dolinar
Chairperson
CNL Negotiations Committee

AGREED:



Paulette Benoit
President
USW Local 4096

APPENDIX E – Refusal to Union Representation Form

I, _____, an employee of Canadian Nuclear Laboratories Ltd. (the “Company”) and a member of United Steelworkers Local 4096 Union (the “Union”) hereby **DECLINE** Union representation with respect to my return to work or disciplinary meeting on this _____ day of _____, 20__.

Employee Signature

Dated

**Company Representative to forward copy to USW Local 4096 Union Secretary*

APPENDIX F - Temporary Fulltime Union President

MEMORANDUM OF AGREEMENT
RESTRUCTURING SMOOTH TRANSITION TO GOCO INITIATIVE
TEMPORARY FULLTIME UNION PRESIDENT

The Parties recognize that they are entering into this Agreement in a time of change. For this reason, the Employer is willing to make the following provisions for an employee to be seconded as a Union President for USW 4096 in recognition of the significant size of the bargaining units (>300 members combined) and the belief that this secondment will make a positive and substantial contribution to their ongoing relationship. Accordingly, the Parties agree to the following:

1. A single individual, serving as President for USW 4096 (covering both bargaining units 404 and 896), will be seconded to Union duties on a fulltime basis from the date of ratification of the (new or successor) Collective Agreement between the Parties until the earlier of one year following share transfer or 31 December 2016.
2. Costs as outlined in this Agreement will initially be covered fully by the Employer. The Parties agree that effective 2016 July 01; USW 4096 will assume fifty percent (50%) of the cost of the salary and attendant benefits of the President and will continue to contribute on that basis for the remaining life of this Agreement.
3. The employee so named will receive the same pay and benefits that he/she received in his/her substantive role as an employee for the Employer, prior to the secondment, consistent with the Collective Agreement and Company procedures.
4. During the secondment, the President will occupy the status of temporary Leave of Absence from his/her current position and will be placed, for the duration of the term, in a position entitled President for USW 4096. The period of secondment will be deemed to be continuous service with the Employer for all purposes.
5. For administrative purposes such as time card and vacation approval, the President will report directly to the Director, ER & HR Services.
6. During the secondment, the President will not be eligible for overtime or banked time; however, alternative work schedule will remain available.

7. Upon the completion of the secondment the President will retain their seniority and be returned: i) to the job classification and to the department in which he/she was employed at the time of his/her selection as Union President, or ii) to a job classification encompassing comparable job duties to those which he/she held prior to his/her selection if the former position no longer exists.
8. At no time can the President assist other non-USW 4096 bargaining units or employees belonging thereto or other non-bargaining unit employees, nor may the President participate in or assist with any organizing drives with CNL or employees of other employers.
9. Any union related training in which the President engages during his/her secondment will not be paid by the Employer. The President will, however, complete his/her training required by the Employer which will be completed on Employer time and be paid by the Employer.
10. As the Company will not be conducting an individual performance appraisal, the President will receive performance ratings of FMR during the term of his/her presidency.
11. All Company Policies and Procedures continue to apply to the President, with particular attention to the Code of Conduct.
12. The expectations of the President and his/her duties will be comprised of, but not limited to:
 - Working a full work week (37.5/40 hours);
 - Maintaining and demonstrating professionalism at all times;
 - Using proactive practices to avail himself or herself as a resource to employees and the Employer;
 - Being actively involved with Company activities such as LEAN and Nuclear Safety;
 - Participating in, and overseeing the smooth, efficient, effective and proper functioning of the Management/Union Cooperative Committee (MUCC) meetings and activities;
 - Participating in the Site Health & Safety Committee (SHSC) meetings;
 - Promoting the importance of maintaining a healthy and safe working environment at CNL;
 - Being visible in the field, building credibility and a good working relationship with all CNL employees;
 - Promoting health and safety values;
 - Participating in RTW meetings as required;
 - Assisting with Workers Safety Insurance Board (WSIB) matters as required;

- Participating in meetings requested by the Director of ER&HR Services that address/promote joint interests within the nuclear industry (i.e. external councils) and/or in the community (i.e. community events, school presentations, etc.);
- Attending Management Meetings as required;
- Participating in New Employee Orientation;
- Assisting with employee group benefit concerns as required;
- Ensuring that Union officers, committee members and shop stewards apply the grievance procedure as per the Collective Agreements;
- Ensuring that grievances are dealt with and resolved in a timely manner;
- Ensuring constant application of the Collective Agreements within the Union and reach consistent resolutions to grievances;
- Being readily accessible to management and employees when needed;
- Being well prepared for the meetings involving management;
- When invited, participating in GOCO restructuring discussions and activities concerning bargaining unit employees;
- Being involved in employment matters arising from the implementation of and transition to GOCO restructuring;
- Being aware of the role and function of the Third Party Case Manager for sick leave and assist employees with the transition;
- Ensuring the Local Union officers, committee members and shop stewards are educated in their respective roles in order to retain experience and to ensure continuity when dealing with management.


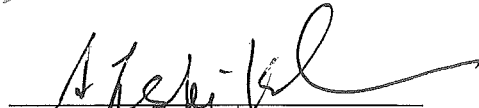
13. If a breach of this Agreement, an allegation of a violation of the Code of Conduct or any another policy or procedure, is perceived to involve the Union President, the Director, ER & HR Services, will report the concern to the Union National Office in advance of any corrective action being taken.

14. Prior to the implementation of this Agreement, and as a condition thereof, the Union agrees to inform the Employer regarding the election/selection of the President.

15. The Union and the Employer recognize and concur that this Agreement is intended to assist the Union members in the context of the current restructuring of the Employer into a GoCo model and this Agreement is without prejudice or precedent for future rounds of collective bargaining, ensuing Collective Agreements or Memoranda of Understanding.

Dated at Petawawa, ON this 27th day of October, 2015

For the Company


George Dolinar
Leslie Kleiman

For the Union


Paulette Benoit
USW Staff Representative


APPENDIX G - Memorandum of Agreement

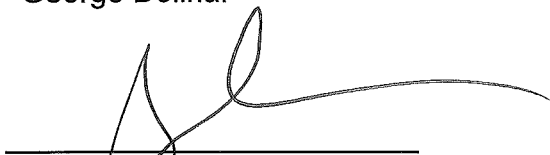
Pursuant to section 169(2) of the Canada Labour Code, the parties agree that the Company may engage in averaging of maximum weekly hours to ensure compliance with the Canada Labour Code. The purpose of this is to ensure employees get sufficient rest and ensure we are legally compliant. There is no intention to change the way overtime is calculated or assigned (unless an employee has reached his/her maximum). The agreement is as follows:

- 1) There will be two (2) averaging periods of 26 weeks each calendar year January 1 to June 30 and July 1 to December 31.
- 2) Pursuant to Section 169 (2) of the Canada Labour Code employees can only have worked an average of 48 hours per week at the end of each averaging period.
- 3) The Union will be notified at the 20 weeks mark if there are concerns with any employee who is trending to exceed the averaged 48 hours per week or who have exceeded the 48 hours average. The Union will be engaged on discussions on path forward for any employee who is trending or has exceeded the 48 hours per week average.
- 4) This agreement will not alter how standard hours of work are calculated for the 6 week rotating shift schedule or the 5 week rotating shift schedule.

Dated at Petawawa, ON this 6th day of October, 2015

For the Company


George Dolinar


Leslie Kleiman

For the Union


Paulette Benoit


USW Staff Representative