

2002 – 2005 AGREEMENT

Between

ATOMIC ENERGY OF CANADA LIMITED

known as AECL

and

**THE INTERNATIONAL ASSOCIATION
OF MACHINISTS
AND AEROSPACE WORKERS
LOCAL 608**

Representing

Specified Employees of the

**AECL
WHITESHELL LABORATORIES
PINAWA, MANITOBA**

2002 April 01 to 2005 March 31

**THIS DOCUMENT IS AN INFORMATION BOOKLET
AND REFLECTS THE INFORMATION CONTAINED
WITHIN THE CURRENT COLLECTIVE AGREEMENT.**

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CONTAINED HEREIN MUST REVERT TO
THE LANGUAGE CONTAINED IN THE ORIGINAL
SIGNED COPY.**

AGREEMENT

BETWEEN:

ATOMIC ENERGY OF CANADA LIMITED (AECL)

**a Company incorporated pursuant to the
Atomic Energy Control Act,
hereinafter known as "The Company"**

- and -

**THE INTERNATIONAL ASSOCIATION
OF MACHINISTS
AND AEROSPACE WORKERS,**

**as represented by Whiteshell Lodge 608,
hereinafter known as "The Union".**

2002 April 01 to 2005 March 31

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AGREEMENT

BETWEEN:

ATOMIC ENERGY OF CANADA LIMITED
AECL

a Company incorporated pursuant to the
Atomic Energy Control Act,
hereinafter known as “The Company”

- and -

THE INTERNATIONAL ASSOCIATION
OF MACHINISTS
AND AEROSPACE WORKERS,

as represented by Whiteshell Lodge 608,
hereinafter known as “The Union”.

GENERAL PURPOSE

The general purpose of this Agreement is to provide a process of orderly collective bargaining between the Company and specified employees represented by the Union, to secure a prompt and equitable disposition of grievances and to obtain mutually satisfactory wages and working conditions and to benefit by a workplace free of harassment and discrimination.

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 policies and practices that reflect our commitment to continuous improvement in quality and efficiency.

ARTICLE 1 - RECOGNITION

- 1.01 The Union, party to this Agreement, is recognized as bargaining agent for certain classifications as listed in Appendix "A".
- 1.02 This Collective Agreement covers the full-time and term employees described in Article 1.01 above of this Agreement. The classifications covered by this bargaining unit may be amended by mutual agreement of the parties.

Term employees are those employees who are hired for a designated period of time after which they cease to be employed.

Working conditions, benefits, leave, rate of pay and overtime administration for term employees are defined under Standard Policy and Procedure RCW-2.05 and as defined in the Collective Agreement.

ARTICLE 2 - LEGISLATION

- 2.01 In the event of any provisions of this Agreement conflicting with applicable Government legislation, then the parties shall meet and arrive at a settlement of those provisions in conformity with such legislation.
- 2.02 Should any article of this Agreement be determined illegal by any applicable Government legislative action, the remaining articles shall continue to be operative and binding upon both parties.

ARTICLE 3 - NATIONAL SECURITY

- 3.01 In the event that an employee is discharged for national security reasons, the Company agrees to notify the Union President, and it is understood that the Company may not be able to divulge the information on which the discharge is based.

ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

- 4.01 The operation of the Company and direction of its employees will continue vested exclusively with the Company, subject only to the provisions of this Agreement.

ARTICLE 5 - NOTIFICATION TO UNION

- 5.01 In case of promotion, demotion, suspension, layoff, reclassification, recall or discharge, the Company shall notify the employee concerned and the Recording Secretary of the Union of the action taken.
- 5.02 The Company shall forward to the Union two copies of all Standard Policies and Procedures and amendments thereto which affect members of the Bargaining Unit.

ARTICLE 6 - UNION ACTIVITY

- 6.01 The Union will not engage in Union activities during working hours except as provided for in this Agreement. The Union will not hold meetings at any time on the premises of the Company unless prior approval has been granted by the Company. A meeting room may be allocated to Union officials for meetings to review a grievance. The request for such allocation must be processed through the supervision concerned.
- 6.02 (a) The Union shall name a Shop Committee of not more than three members who shall be employees of the Company covered by this Agreement. The Company will be advised of this Committee and of any changes thereto.
- (b) The Union may designate and the Company shall recognize Shop Stewards for each work area. The Company shall be kept informed of the name of each Shop Steward and the work areas he represents.
- (c) The Company acknowledges that from time to time it will be necessary for employees serving as Union Officers, the Shop Committee or Steward to leave their work in order to perform functions provided for 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 foreman or supervisor. Permission will not be unreasonably withheld. On completion of the function for which permission to leave was granted, they will report to their foreman or supervisor before resuming work.
- (d) In accordance with the above understanding the Company shall compensate employees holding Union Office for authorized time spent in handling grievances during their regular working hours, to a reasonable amount of time as determined by the Company in any week, at their regular rate of pay. This shall in no case apply to time spent on such matters outside of their regular working hours.

- 6.03 The Company may permit access to Company - specified areas of WL for designated non-employee representatives of the Union to meet with representatives of the Company. Such permission shall not be unreasonably withheld and such visits shall be confined to the specified purpose and area for which permission is granted.
- 6.04 (a) Leave of absence without pay, not to exceed a total of 21 working days annually (exclusive of negotiations) shall be made available to the Union for the purpose of permitting its members to attend Union business distant from WL. Normally, not more than three members shall be absent on such leave at any one time and this leave shall be governed by the Company's regulations concerning leave without pay. The foregoing does not preclude the granting of additional leave for such purposes by mutual agreement.
- (b) Leave of absence without pay, for the term of the Agreement will be granted to employees elected or appointed to a full time Union office, provided that not more than one is on such leave at any one time. Requests for one year extensions during a (first) term of office will be considered in the case of elected positions only, but leave without pay will in no case be granted to an employee for more than four consecutive years.
- 6.05 If at any time during the life of this Agreement, the employees represented by the Union should engage in a stoppage of work, the Union will endeavour to protect the Company's property from damage or destruction by requesting sufficient employees to remain at work during the period of such work stoppage.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

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

ARTICLE 8 - MANAGEMENT - UNION CO-OPERATIVE COMMITTEE

- 8.01 The Company and the Union recognize that co-operation between the Company and the employees is indispensable to the accomplishment of the public purposes for which the Whiteshell Laboratories was established.

- 8.02 The joint committee consisting of representatives from the various WL Unions and the Company will be continued. The composition of the Committee, methods of procedures and selection of Chairmen will be as set out in the Terms of Reference for the Committee. Each meeting shall be limited to a period of no longer than two hours' duration, except by mutual agreement.
- 8.03 This Committee shall give consideration to matters which either party considers to be of mutual interest, affecting those employees covered by this Agreement, including changes to rules and regulations, promotion of education and training, the safeguarding of health and the prevention of hazards to life and property, and matters affecting employee welfare.
- 8.04 A meeting may be requested between Company representatives and the Shop Committee, the President and, if desired, the International or District Union Representative to discuss items listed in Article 8.03 that relate only to this Union and matters relating to the administration of the Collective Agreement that are raised by either party.

ARTICLE 9 - APPRENTICES

- 9.01 The Company and the Union acknowledge that they have a mutual interest in the promotion of apprenticeship training and to this end agree to maintain a joint committee of two members named by the Company and two union members to make recommendations on apprenticeship training.

ARTICLE 10 - GRIEVANCES

10.01 Definition of Employee Grievance

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

- (a) Affects such employees in their work, pay, or relations with the Company and arises under and by virtue of the application or interpretation of the provisions of this Agreement as to wages, hours, working conditions, safety, or the terms of their employment, or
- (b) Arises from alleged abuse of discretion by Company supervisors in their treatment of employees with respect to matters provided for in this Agreement, or

- (c) Relates to the discharge or discipline of an employee who is on a seniority list as provided under Article 12 of this Agreement where such employee believes that this was not for good, just or sufficient cause, except in the case of discharge for reasons of security (see Article 3.01).

10.02 General Grievance Regulations

- (a) The word "days" as used in this Article shall mean working days, except as otherwise provided.
- (b) The discussion and decision made on each grievance shall be limited to the matters specified in the grievance as filed or as amended pursuant to the Company's request. However, the Union may submit additional information to support the grievance at later steps provided the subject matter of the grievance remains unchanged.
- (c) The Company may request a more specific statement of the grievance, or subsequent replies, if the statement or reply does not clearly and sufficiently state the problems or the reasons.
- (d) Each grievance shall be made out in triplicate. After final disposition of a grievance is effected, the Company, the grievor and the Union shall each have a copy.
- (e) Any grievance not filed in writing with the appropriate Branch Manager or designate within six days after the employee and/or the Union has the opportunity to be aware of the incident, which is the basis of the grievance, shall be deemed to have been waived and shall not be considered. Failure by the employee or the Union to take any successive steps herein provided for within the specified number of days shall be deemed as an acceptance of the last written decision.
- (f) Wage or classification adjustments granted as a result of a presentation of a grievance shall not be made retroactive beyond the date of the incident which is the basis for the grievance.
- (g) Any or all of the time limits applicable to grievance procedures may be extended by mutual agreement of the Union and the Company.
- (h) All written decisions on disputes and grievances arrived at by agreement between the Company and the Union Shop Committee on behalf of the Union, shall be binding upon the Company representatives and the employees represented by this Agreement.

10.03 Normal Employee Grievance Procedure

Grievance Procedure except in cases of claimed wrongful discharge or disciplinary suspension or disciplinary demotion:

Step 1

A complaint on any matter coming within the scope of this Agreement must be discussed orally with his foreman or supervisor by the aggrieved employee either alone or, at the request of the employee, in the presence of the Union Representative of his shop or section. In the event the complaint is not settled within two days, it then becomes a grievance, and

Step 2

- (a) The grievance shall be reduced to writing on a standard grievance form setting out the date of the event giving rise to the grievance, the name of any person involved, other relevant facts and the remedial action requested. The grievance shall be signed by the employee and the Shop Steward or member of the Shop Committee and submitted to the appropriate Branch Manager or designate within the time limits specified in Article 10.02 (e). If the appropriate supervisor considers that there should be a meeting to investigate this grievance the meeting shall be attended by Company representative(s), the grievor, the Shop Steward and/or Shop Committee Chairman. If the appropriate supervisor and the Union President agree, all or part of the Shop Committee will also attend. Upon receipt of a grievance the appropriate supervisor will investigate and submit his decision in writing to a member of the Shop Committee within five days.
- (b) Within ten days after a member of the Shop Committee has received an answer from the appropriate supervisor, the grievance forms shall be returned to the same supervisor or designate, marked as satisfactory or unsatisfactory, with reasons in the latter case.

Step 3

Where a second step grievance answer is marked unsatisfactory by the Shop Committee, a third step meeting shall be arranged by the Company as soon as practicable but not later than six days. The Shop Committee, the Union President, the International or District Union Representative of the Union, and the aggrieved employee(s) may attend. A senior Company representative shall answer in writing within five days of the meeting. If no response is made by the Shop Committee to this decision within ten days, the grievance shall be considered as settled.

10.04 Grievance Procedure for Discharge, Disciplinary Suspension, and Disciplinary Demotion

- (a) In any case of discharge, (except for reasons of national security) disciplinary suspension or disciplinary demotion, the employee shall be advised of the reason.
- (b) In a case of discharge or suspension, the employee shall have the right to see a Union representative* prior to leaving the Company's premises.
- (c) Cases of claimed wrongful discharge, disciplinary suspension or disciplinary demotion shall be final and not entitled to consideration or subject to the grievance procedure or to arbitration unless filed within six days after the employee and an Officer of the Union have received notification* of discharge or disciplinary action.
- (d) It is understood that a layoff due to lack of work or suspension of operations in any part of the Whiteshell Laboratories does not constitute a discharge or disciplinary suspension.
- (e) The sole question to be determined by the following procedures shall be whether or not the employee was discharged, suspended or demoted for improper or insufficient cause. If it is decided that the employee was wrongfully discharged, suspended or demoted, he shall be awarded reinstatement to his former job without loss of seniority and with full compensation for time lost at his regular wage rate. The grievance may also be settled by deciding that the discharge, suspension or demotion given was for proper or sufficient cause. It is also understood that such a grievance may be settled by deciding that the penalty given to the employee was excessive, and that he should be reinstated with partial compensation for time lost.
- (f) Discharge Grievance

A claim by an employee that he has been discharged without just cause shall be treated as a grievance and a written statement of such grievance signed by the employee or Union representative must be lodged with the Company as Step 3 of the grievance procedure within six days of discharge. If the employee, due to conditions beyond his control and through no fault of his own, is unable to present the grievance in person, his Union representative may act for him.

*Union Representative shall mean President, Vice President, Financial Officer, Secretary, Trustees, Conductor or Shop Stewards. With regard to notification the Union should be notified in the order as above. The Union will notify the Manager, Human Resources, as to the primary contact should any of the above representatives be absent for an extended period.

(g) Disciplinary Suspension and Disciplinary Demotion Grievance

The alleged grievance shall first be discussed with the appropriate Branch Manager or designate by the employee accompanied by his Union representative if the employee so desires. If the matter is not settled within two days the alleged grievance will be reduced to writing and submitted at Step 3 of the grievance procedure. If the employee, due to conditions beyond his control and through no fault of his own, is unable to present the grievance in person, his Union representative may act for him.

10.05 Company Grievance

The Company may request a meeting with the Shop Committee for the purpose of presenting any complaint with respect to the conduct of the Union or may present such a complaint at any meeting with the Shop Committee. If such complaint is not settled within two days it may be treated as a grievance and submitted in writing to the Chairman of the Shop Committee setting out the date of the event giving rise to the grievance, other relevant facts, and the remedial action requested. Upon receipt of such a grievance, the Shop Committee will, within ten days, meet with the Company to review the grievance, along with the International or District Union Representative. If the grievance is not settled within a further five days after this meeting, the Company may refer to arbitration in the same way as a Union or employee grievance.

10.06 Union Grievance

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

- (a) cannot be dealt with under Article 10.03 or 10.04 because of the inability or refusal of an employee or former employee to submit a grievance, or
- (b) concerns employees working under different foremen or supervisors may be submitted in writing at Step 2 by the Union and dealt with as a grievance.

ARTICLE 11 - ARBITRATION

- 11.01 Within ten days after a final decision or disagreement has been announced on any grievance properly processed under the grievance procedure and involving the application or interpretation of any provision of this Agreement, and one of the parties hereto is not satisfied with the same, a request for arbitration may be made of the other party. Notice requesting arbitration in a case against the Company shall be served by mailing a copy to the Company to the attention of Human Resources, and in a case against the Union by mailing a copy to the Recording Secretary of the Union.
- 11.02 Wage rates as shown in Appendix "A", negotiations, modification of the Agreement and questions not involving the application or interpretation of the Agreement shall not be arbitrable.
- 11.03 The matter to be arbitrated is the issue raised in the grievance.
- 11.04 Within ten (10) days after any specific issue has been properly submitted for arbitration, the parties shall meet and seek to reach agreement on the appointment of a sole arbitrator. Where they fail to reach an agreement the matter shall be referred to the Minister of Labour of the Government of Canada with the request that the Minister appoint an arbitrator.
- 11.05 The cost of the services of the arbitrator and all of his other incidental costs shall be borne equally by both parties.
- 11.06 The decision of the arbitrator shall be final and binding on all parties concerned.
- 11.07 The decision of the Arbitration Board shall be rendered within thirty (30) days of the completed hearing.
- 11.08 The arbitrator shall have no power to add to nor to subtract from nor to modify the terms of this Agreement or any Agreement made supplementary hereto, and shall render a decision not inconsistent with the terms of this Agreement. In cases of discharge or disciplinary suspension or disciplinary demotion, the arbitrator shall have the same discretion to make an award as is provided in Article 10.04 (e).

ARTICLE 12 - SENIORITY, PROMOTION, LAYOFF, RECALL AND TRANSFER

12.01 Governing Principles

- (a) Layoffs will be in reverse order of seniority in the classification concerned provided that senior employees are qualified to perform the remaining work.
- (b) The skill and experience of an employee and his capacity to perform the required tasks, shall be the determining factors in all cases of appointment, promotion, transfer, advancement of employees to a higher classification within the bargaining unit and increase in the working forces. Where these factors are equal between two or more employees, seniority within the classification shall then become the determining factor.

12.02 Probationary Period and Seniority

(a) Probationary Period

An employee shall be on probationary service until he has worked a total of 120 days following his initial hire. Upon successful completion of this period he shall be placed on a seniority list and shall then be credited with service since date of hire.

There shall be no change in an employee's classification during this probationary period or extension to his probationary period for reasons other than absence, without prior discussion with the Union.

An employee who leaves the Company during his probationary period and is rehired during the 12 months following departure will not be required to re-serve any of the probationary period previously served.

(b) Seniority Lists

- i) A seniority list shall be maintained by the Company for each classification. The seniority of an employee shall include his full period of service in his current classification. A record shall also be kept of seniority in previous classifications for use in determining bumping rights in the event of a layoff.

- ii) The establishment or revision of seniority dates, for special cases including extended periods of absence, will be determined by the Company and the Union.
- iii) A seniority list will be prepared by the Company at the request of the Union.
- iv) Should two or more employees have the same seniority date, seniority standing will be established by the following criteria which will be considered in the listed order until seniority is established:
 - (1) An employee with the greater length of continuous AECL employment will be deemed senior.
 - (2) An employee with the greater length of non-continuous AECL employment will be deemed senior.
 - (3) An employee with the earliest acceptance of an offer of a position with AECL will be deemed senior.
 - (4) Seniority will be determined by the process of chance through the drawing of names. The employees involved and a Union representative will be present at such drawing of names.

(d) Seniority Credits

- i) For Apprenticeship or Trainee Service

On entering the classification for which he was training, an employee will be credited for seniority purposes with 50% of actual WL service as an apprentice or trainee to the classification concerned.

- ii) For Dual Classifications

On promotion from a dual classification to the higher of the two classifications concerned an employee will be credited, for seniority purposes, with 50% of the total time for which he was paid in the higher classification while on dual appointment.

(e) Transfer or Promotion Within or Outside of Bargaining Unit

An employee transferred or promoted from one classification to another classification shall retain in his immediately former classification, the seniority he had to a maximum of two (2) years, in that former classification, for a period of time equal to that seniority or two (2) years whichever is the lesser.

An employee transferred or promoted to an AECL position not covered by this Agreement will retain his/her seniority for up to two (2) years following the effective date of transfer out of the bargaining unit, provided he/she arranges with the Union to continue to pay Union Dues.

12.03 Layoff

- (a) No employee on a seniority list will be laid off while a probationary or term employee is retained in the classification.
- (b) Transfer from one classification to another.

Employees who transfer from one classification to another, will retain seniority in their former classification(s) for use in determining bumping rights.

- (c) In the event of a layoff, an affected employee shall have the following options:
 - i) To bump an employee in his immediately former classification provided an employee in that classification has less seniority in that classification than he, and that he is qualified and capable of performing the remaining work. If he is unable to bump an employee in this immediately former classification, for any reason, and he holds seniority in another former classification he is entitled to bump an employee with less seniority in that classification provided again that he is qualified and capable of performing the remaining work, or
 - ii) Accept the layoff.
- (d) For seniority purposes lead hands will be considered to belong to the classification from which they are promoted.
- (e) In the case of a layoff in the Lead Hand classification the seniority of employees for this purpose will be considered to include only their period of service in the Lead Hand classification. The Lead Hand who reverts to the basic classification will have the seniority in that basic classification that he accumulated both in the basic classification and in the Lead Hand classification. If his total seniority is less than that of an employee in the same classification who is on layoff, he will be laid off and the employee with the longer seniority will be recalled.

12.04 Recall

- (a) When an employee, on a seniority list, is laid off due to lack of work or suspension of operations and does not otherwise voluntarily resign, he shall be retained on a recall list, for a maximum of one year during the first year of employment. Employees with greater than one year seniority shall be retained on a recall list for a period of two years, unless recalled to work within that period.
- (b) While on a recall list he will retain his seniority standing and any rights or benefits which he has accrued under the Pension Plan but will not be considered as an employee for the purpose of this Agreement.
- (c) A recall list shall be maintained for each classification in which a layoff due to lack of work has occurred in the preceding two years and recalls will be made from the list in order of seniority to any job within that classification.
- (d) Notification of recall will be by registered letter to the last known address of the person concerned. If he does not report for work within 10 working days after recall, with reasonable excuse, he shall be terminated. It is the responsibility of those on recall lists to keep Human Resources informed of their current addresses.
- (e) For the purpose of this Article, the provisions of 12.04 (a) and (c) will apply to an employee who is offered and elects reclassification to alternate work in lieu of layoff, and while on a recall list he will retain his seniority standing.

ARTICLE 13 - FILLING OF VACANCIES

13.01 (a) Bulletins

Whenever the Company advertises by any means outside of the WL for a classification (including Lead Hand) covered by this Agreement, the bulletin will also be posted on WL bulletin boards.

It is understood that the Company shall post on the bulletin boards other vacant positions in addition to that described above.

(b) Requests for Transfer

The Company agrees to record and acknowledge written requests of employees for transfer to another classification at WL and each such request will be given consideration.

(c) Minimum Employment Period

In the interest of improved productivity and greater return on training costs for people in new positions it is agreed that employees will remain in positions acquired through internal or external competition for a period of 12 months before being eligible to apply for other internal competitions. This provision will not restrict normal career progression. Either party may request exemption due to special circumstances. Such exemptions will be discussed and granted, subject to operational requirements.

13.02 Except during a time when qualified employees are on a recall list, all vacancies within the bargaining unit shall be posted for five working days to allow employees to make applications for such jobs. The Company may, with agreement of the Union, reduce the number of days required to post job as described above.

13.03 Employees awarded bulletined positions shall be assigned to the job classification and salary rate effective the date he assumes responsibility for the position.

13.04 Copies of bulletins will be furnished to the duly accredited Union representatives.

13.05 New positions or vacancies of ninety days or less duration will be considered short vacancies and may be filled without being bulletined.

13.06 When more than one vacancy or new position exists at the same time, employees shall have the right to bid on any or all and shall indicate the order of preference.

13.07 Promotion to Permanent Lead Hand

Whenever a permanent Lead Hand position is posted, employees on the Seniority List of the classification concerned with such vacancy may apply to the Company to fill such vacancy.

13.08 Representation to Supervision

It is understood that the Union and an employee may make representation to supervision on behalf of an application that has been submitted by the employee. This representation must be made within 10 days after the notice is first posted.

13.09 Representation from the Union

In the event of representation from the Union, the Company will discuss the application with the Union President and one other representative (other than the applicant) prior to the promotion or reclassification being announced.

ARTICLE 14 - EMPLOYEE BENEFIT PLANS

14.01 (a) Hospital and Medical Plans

Employees are currently covered for basic hospital and medical expenses by the Manitoba Health Services Commission. The MHSC plan is compulsory for all residents of Manitoba and under certain circumstances such as extended travel and vacation, provides coverage for residents who are out of province. Further coverage for supplementary hospital and medical expenses is provided under the Extended Health Care Plan.

The Company agrees to contribute 65% of the monthly premium for medical and hospital benefits provided through the Extended Health Care Plan, currently insured through Manulife, for subscribing AECL employees.

A full description of these plans is given in the AECL Group Medical Booklet available from the Human Resources Office.

(b) Dental Insurance Plan

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

14.02 Short Term Sick Leave

- (a) Employees unable to work on their regularly scheduled working day(s) due to accident or illness shall receive 100% of normal straight time hourly earnings, for each day to a maximum of six in each Agreement year. This payment will only apply when it is established that he will not otherwise receive compensation by taking vacation leave or from the Intermediate Term, Worker's Compensation or some other source. Unused days will be carried forward to the following year. Employees must provide medical certification acceptable to the Company when the number of consecutive days absent on sick leave exceeds three. Employees must also provide medical certification acceptable to the Company when the total of uncertified days (Short Term and/or Intermediate Term) in the fiscal year exceeds six. Absence for illness or injury for shorter periods require a medical certificate if requested by Supervision. Short Term sick leave will be granted in multiples of 1/2 or whole day units, except for the provision noted in (d) below.
- (b) Pro-rating of sick leave credits for employees hired during the Agreement year will be as follows:
 - Hired before 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
- (c) Employees who are absent on the Long Term Disability Plan benefits referred to in Article 14.04 on April 1st will not be credited with the annual sick leave referred to in (a) until the April 1st following their recovery and return to work; they will receive full credit if the return to work occurred on or before October 1st and three days if after.
- (d) Employees may elect to use up to eight hours in minimum increments of one-half hour for medical/dental appointments.

14.03 Intermediate Term Plan

- (a) The Company agrees to pay 100% of the cost of the premium of the Intermediate Term Plan.
- (b) The information contained in 14.03 (c) provides only a general summary of the benefits currently in effect. Details of this plan have been provided to the Union. Further information is contained in an employee information booklet. Changes to these benefits can be made if agreed upon by the Union and the Company.

(c) General Summary of Intermediate Term Plan.

NOTE: Employees must consult a doctor as early as possible to qualify for benefits. Employees will be eligible for payment of the benefits under this Article upon the exhaustion of short term sick leave credits.

- i) Employees, including term employees, are covered effective the 1st day of the month following the date of hire. Benefits cease on the date of termination of employment.
- ii) Benefits are based on 75% of wages for a 40 hour week and are paid on the following basis:

$$\frac{\text{(basic weekly wages for 40 hours)}}{5} \times 75\%$$

- iii) Benefits commence on the first day of disability due to accident or sickness. To receive benefits you need not be confined at home, but you must be disabled to the extent that you cannot perform your regular work, and you must be under the care of a doctor. An employee must provide medical certification acceptable to the Company when the number of consecutive days absent on sick leave exceeds three. Employees must also provide medical certification acceptable to the Company when the total of uncertified days (Short Term and/or Intermediate Term) in the fiscal year exceeds six.
- iv) Benefits will be paid for a total of not more than 26 weeks in a period of disability. Successive absences from work are in the same period of disability unless separated by two weeks of active full-time work or one full day of work and due to wholly different causes.

14.04 Long Term Disability Plan

The Long Term Disability Plan will apply to all employees hired on or after 1979 August 1, and those on strength prior to this date, who were eligible for and who elected for coverage. Upon expiration of coverage under Article 14.03 Intermediate Term Plan, eligible employees will receive long term disability benefits in accordance with Manulife Policy 37988 (LTDI). The Company will pay 50% of the premium cost of this plan.

14.05 Group Life Insurance

Life Insurance will be provided as follows:

- i) The Company will provide a group life policy under which each employee is insured for an amount equal to one times his basic annual earnings, but if this amount is not a multiple of \$250.00, the benefit is adjusted to the next higher multiple of \$250.00. The Company will pay 100% of the premium.
- ii) The cost of the second annual earnings coverage is shared by the Company and the employee and participation in the plan is compulsory. The shared cost is 1/6 paid by the Company and 5/6 paid by the employee. If the basic annual wage is not a multiple of \$250 the benefit is adjusted to the next higher multiple of \$250. At age sixty-five (65) or date of retirement, whichever is later, employees are eligible for a paid-up benefit of \$500 without further contributions.

14.06 Leave of Absence

(a) Special Leave

Employees shall, to the extent specified in the following circumstances, be granted special leave with pay. Wages for the period of special leave shall be at the normal straight time hourly rate for the regular working hours which the employee missed on the day or days of special leave.

(i) Death in the Immediate Family

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

Immediate family is defined as father, mother, foster parents, brother, sister, spouse or child of the employee, father or mother of the employee's spouse, grandparents, grandchildren and other relatives living in the same household with the employee. This applies to special leave for death in the immediate family.

An employee may, subject to prior approval, defer taking one or more of the days of leave to which he/she is entitled and take such leave to attend the funeral, memorial or interment service in the event that it takes place later than three days after the death. An employee may also advance the period of leave to which he/she is entitled in order to include the day of death.

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

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

ii) Death of Other Relatives

Special leave not exceeding one day (two days where extensive travel is required) may be granted to attend the funeral, memorial or interment service in the case of death of an employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.

iii) Marriage Leave

Employees having more than six months' service shall, upon request, be granted five days' leave with pay on being married. Employees who receive such leave and terminate employment within six months shall be required to refund the pay received.

iv) Birth or Adoption of Child

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

v) Personal Business Day

One day paid leave per fiscal year will be credited to employees for use in personal or special circumstances. The granting of such personal leave will be subject to operational requirements. This day may be used in half-day increments. Any unused day/s to the maximum outlined by Company policy may be carried over to the next fiscal year. At the time of termination or retirement any unused day/s to the employees credit will be paid at the current rates.

(b) Jury Duty or Crown Witness Duty

Employees will be paid at their normal rate for regular working hours missed due to being required to serve on jury or crown witness duty.

(c) Veteran's Examination

Employees required to report for D.V.A. or pension examination shall be paid the difference between their regular rate and the amount paid by D.V.A. for up to three days' absence.

(d) Medical Examinations

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

14.07 Vacation With Pay Plan

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

- (a) The vacation year shall extend from April 1 to March 31 of the following year.
- (b) One week shall consist of five working days for both day and shift employees.
- (c) Scheduling of vacations is subject to Plant conditions and therefore requires the approval of the employee's supervision. Such vacation scheduling shall be administered under a consistent and equitable method among all employees in the sections concerned.
- (d) Normally vacation shall not be divided, except with the consent of the employee and his foreman or supervisor.
- (e) Effective 1992 April 1, all employees hired prior to 1981 April 01 will be converted to an advanced vacation leave credit system as per Appendix "B".

Effective 1992 April 1, such employees will have their earned vacation credits for the previous year (1991/92) added to their advanced vacation leave credits. Any additional vacation being carried over (having been earned prior to 1991 April 1) will be maintained in an 'excess earned vacation bank' and paid out at the time of retirement or termination at the rate of pay in effect at time of termination. Upon application, employees may use some or all of this 'excess earned vacation bank' prior to retirement or termination.

- (f) Vacation Leave is credited to continuing employees on the following basis and regulations governing this leave are specified in Standard Policies and Procedures RCW-2.37 (1989 August).
 - i) New employees earn vacation leave at the rate of one and one-quarter days per month. After six calendar months of service they are credited with vacation leave to the extent of the amount that they will earn to the end of the vacation year (March 31). Employees who have been rehired are credited with the period or periods of previous AECL service for vacation purposes and will earn vacation at the appropriate rate for their total eligible AECL service in accordance with Standard Policies and Procedures RCW-2.37.
 - ii) If, at the end of a vacation year, an employee's entitlement to vacation leave includes a fractional entitlement of 1/4 or 3/4 day, the entitlement shall be increased to the nearest one-half (1/2) day or full day respectively.
 - iii) Employees who have completed 6 months or more service in their current period of employment by April 01 will be credited with annual vacation in accordance with the Vacation Table as noted in Appendix "B".
- (g) Each day of vacation taken by an employee will be paid at his current rate(s) for his normal working hours for that day. No premiums or bonuses will apply. It is not permissible to omit all or part of the vacation and draw vacation pay in lieu thereof.
- (h) An employee may not draw vacation pay for a period of absence for which he is receiving benefits under the Intermediate Term Plan.
- (i) Employees who have not used all of their vacation leave credits by the end of the vacation year, may carry over to the following vacation year, the unused days with which they were credited in the vacation year just completed.
- (j) Pay for vacation taken but not earned will be recoverable on termination of employment except where termination is due to death, disability or layoff. Termination of a short term employee is not considered to be a layoff.

- (k) Employees who have exhausted their Intermediate Term Plan benefits and have not returned to work will cease to accrue vacation leave credits.

14.08 Advance Payment

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

- (a) The employee must make written application for the vacation and the wage advance at least one week before his last day of work.
- (b) The minimum amount of leave for which advance payment may be made is one week (5 vacation days).
- (c) Only two such advance payments will be made to each employee in each vacation year.

14.09 Payment in Case of Termination of Employment

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

- (a) Any earned vacation compensation in accordance with Article 14.07, which he has not received, and
- (b) Compensation on a pro rata basis for vacation earned during the vacation year in which he terminates.

ARTICLE 15 - SUPERANNUATION

- 15.01 Employees will be covered by the Public Service Superannuation Act (Parts I and III), the Supplementary Retirement Benefits Act, and the Statute Law (Supplementary Retirement Benefits) Amendment Act of 1973, the terms of which are not subject to collective bargaining. Any changes made in these Acts shall be considered under Article 2.

ARTICLE 16 - COMPANY HOLIDAYS

16.01 (a) There shall be twelve Company Holidays each calendar year. Except as provided for in Article 16.06, nine Company Holidays will be observed as follows:

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

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 to be taken by each employee within the year subject to operational requirements. Any unused floating holidays cannot be carried over to the next fiscal year.

Payment for Company Holidays taken but not earned will be recoverable on termination of employment except where termination is due to death, disability or layoff. Termination of a short term employee is not considered to be a layoff.

Pro-rating of the three floating Company Holidays for employees hired during the calendar year will be as follows:

- hired before May 1; 3 floating Company Holidays
- hired May 1 to August 31; 2 floating Company Holidays
- hired September 1 to December 31; 1 floating Company Holiday

Pro-rating of the three floating Company Holidays for employees terminating during the calendar year will be as follows:

- terminating prior to May 1; 1 floating Company Holiday
- terminating May 1 to August 31; 2 floating Company Holidays
- terminating September 1 to December 31; 3 floating Company Holidays.

16.02 Compensation for Company Holidays

An employee who does not work on a Company Holiday will be paid as follows, provided he is entitled to be paid by the Company for any of the 16 calendar days immediately preceding the holiday, or returns to work, after illness or injury, on the working day next following the holiday:

- (a) Where the Company Holiday falls on a day on which he would normally work - his normal pay for normal hours, including shift premium, if applicable.
- (b) Where a Company Holiday falls on an employee's day of rest, he will receive an alternate holiday which shall be added to vacation credits.

16.03 A Shift employee who is scheduled to work and does work on a Company Holiday will receive, in addition to pay as set out in 16.02 (a) above, one and one-half times both his normal rate and the shift premium, if applicable, for all hours worked.

16.04 An employee who works overtime on a Company Holiday will receive pay at applicable overtime rates for all hours worked including the shift premium, if applicable, in addition to the alternate holiday referred to in Article 16.02 (b).

16.05 Subject to plant conditions, employees may take leave of absence without pay, equivalent to the number of Company Holidays they have worked.

16.06 For shift employees, the Company Holidays for New Year's Day, Dominion Day, Christmas Day and Boxing Day will be considered to be on 1 January, 1 July, 25 December and 26 December respectively when they fall on a Saturday or Sunday. In these circumstances, shift employees required to work on the corresponding holiday for day workers will receive normal pay for normal hours, including shift premium if applicable.

16.07 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 and are entitled to an alternate paid holiday which shall be added to vacation credits.

ARTICLE 17 - HOURS OF WORK

NOTE: Nothing in this Article is to be construed as a guarantee of work or to invalidate the provisions of Article 12.

17.01 The WL work week shall commence at 0001 hours Sunday and extend to 0001 hours the following Sunday.

17.02 Day Employees

The regular work week for day employees shall be forty hours - five consecutive eight-hour days, Monday to Friday. The regular work day shall be from 0800 to 1630 hours with the exception of a lunch period of one-half hour (30 min), normally from 1200 to 1230 hours.

17.03 Shift Employees

- (a) The average work week for shift employees shall be forty hours - five eight-hour shifts as assigned.
- (b) The #1 (night) shift shall commence 0001 hours and end at 0801 hours. The #2 (day) shift shall commence at 0801 hours and end at 1601 hours. The #3 (evening) shift shall commence at 1601 hours and end at 0001 hours. A paid lunch period of one-half hour shall be provided on all shifts.
- (c) Shifts will normally rotate.

17.04 Alternate Work Schedule

Notwithstanding any references to commencement/departure times in Article 17, the parties recognize the need for flexibility with regards to commencement/departure times when it can be demonstrated that increased operational efficiency and cost effectiveness would occur. It is understood that the nature of the work may prohibit the participation of some employees in alternate work schedules to ensure that safety or the overall efficiency of the site is not adversely affected. To that end, the following alternate work schedules may be used:

- (a) Where work requirements can be more suitably met by a change in working hours, the commencement/departure time for the normal work day and shifts as defined in Article 17 may be altered by mutual agreement. Such situations will be discussed by the parties in advance, unless otherwise agreed.
- (b) In addition to the eight (8) hours per day regularly worked, employees may elect to work extra hours to accumulate up to a total maximum of eight (8) hours to be taken off at a later time. The accumulation of such extra hours must be on productive work with the prior approval of supervision, worked in minimum of 30 minute periods and earned at the rate of hours accumulated equal to the actual hours worked. The accumulated time may be taken as time off by the employee subject to advance approval by supervision.

That an employee who elects to work banked time hours in excess of 1.5 hours concurrent to their normal work day will be encouraged to take an unpaid/unbanked meal break prior to the commencement of their bank time worked.

- (c) Employees may request to reschedule the standard day as defined in Article 17.02 by up to two hours subject to approval by supervision. Such requests will not be unreasonably withheld.

17.05 Short Notice Absence

Employees are expected to be at their workplace at the start of their work periods, or to have received prior permission to be absent. If unable to report for work due to personal illness, injury, emergency, or unforeseen circumstances, employees must notify their supervision by 0830 hours or, in extenuating circumstances, as soon as possible. If the immediate supervisor is not available, the request will be made to the manager responsible for the employee's work group at the time.

ARTICLE 18 - OVERTIME

- 18.01 (a) An employee who is required to work beyond his normal daily hours or normal shift will not be paid for periods of overtime work of less than an hour. However, should the overtime work period extend beyond one hour, it will be computed to the nearest thirty minutes and paid for at the applicable rate.
- (b) An employee who works, as overtime, a full work period on a scheduled day of rest shall be paid on the basis of the work period, lunch period arrangement applicable to that employee as specified in Article 17 - Hours of Work.

- (c) For the purpose of this Article, the expression "normal hourly rate of pay" is defined as Note 4 in the Classification Grouping and Rate/Salary Schedule, Appendix A.

18.02 Overtime Beyond Sixteen Continuous Hours

All work beyond sixteen continuous hours in one day and all overtime worked in any work week which exceeds by more than 10 hours the employee's basic scheduled hours for that week will be paid at double time. Pursuant to Article 19.08 - No Pyramiding, scheduled hours worked at time and one-half on Company Holidays, meal periods, hours worked at time and one half as short change and time spent travelling do not constitute overtime.

18.03 Day Employees

The following provisions are subject to 18.01(b) above:

- (a) Work on Regular Days of Rest

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

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

- (b) Work on Company Holidays

All overtime 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 and #1 shift as overtime, he will be paid at the rate of one and one-half both his normal rate and the appropriate shift differential. No shift differential shall apply in the case of any partial shifts worked as overtime by day employees.

18.04 Shift Employees

- (a) Whenever a shift employee is required to work beyond the end of the normal shift the extra time shall be paid at the rate of one and one-half times both his normal

rate and the shift differential (if any) applicable to the shift involved, except as provided in paragraph 18.04(b). 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.

- (b) When a shift employee works on a second or subsequent day of rest, he shall be paid at the rate of double time both his normal rate and shift differential (if any) for all work on the second and subsequent days of rest. All other work on days of rest shall be paid at the rate of time and one-half both his normal rate and shift differential (if any) except as provided for in Article 18.02.
- (c) Overtime work performed on a Company Holiday shall be paid for at the rate of double time.

18.05 Distribution of Overtime

- (a) No employee will be required to work overtime when other qualified employees are willing and available for work.
- (b) Subject to the above, overtime shall be offered as equitably as practicable amongst qualified employees in the Branch concerned. The Company will give the Shop Steward concerned a list of the distribution of overtime worked or refused in the Branch, provided that these lists are not posted.

18.06 Prearranged Overtime

- (a) Where an employee by advance arrangement returns for overtime work, he shall receive a minimum of four hours at time and one-half provided he does not continue into his normal work period. He will be required to provide and pay for his 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) An employee who reports for overtime work, which has been pre-arranged to begin one and one-half hours or less before his regularly scheduled work period, or who has been pre-arranged to work overtime, the duration of which is one hour or less after the end of his regularly scheduled work period, shall not be eligible for a meal or paid meal period.

This provision incorporates the previous travel time allowance.

18.07 Callouts

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

This provision incorporates the previous travel time allowance.

18.08 Travelling To and From Outside Assignments

When employees are travelling to or from an outside assignment they shall receive compensation for the actual time spent in travelling on the following basis:

- (a) On a normal work day
 - (i) their normal salary but no additional compensation; or
 - (ii) if they have worked on that day they shall, in addition to their normal salary, be compensated at their basic rate for any time they are required to spend in travelling in excess of their normal hours of work, to a maximum of six hours.
- (b) On day(s) of rest including Company Holidays
 - (i) if they have not worked on that day, compensation at time and one-half for the actual time spent in travelling to a maximum of 8 hours; or
 - (ii) if they have worked on that day for less than 8 hours, they shall be paid at time and one-half for the actual time spent in travelling which, when added to the time worked, totals a maximum of 8 hours. For any additional time spent in travel, they will be paid at their basic rate to a maximum of six hours; or
 - (iii) if they have worked on that day for 8 hours or more, they will be paid at their basic rate for the actual time spent in travel to a maximum of six hours.

- (c) Where the time travelling is in excess of 6 hours and adverse conditions are involved, special consideration will be given to payment beyond the specified maximum.

18.09 Meals

- (a) An employee will be entitled to take a thirty (30) minute meal period that 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 \$10.50 added to the employee's time sheet.
- (b) Employees working overtime shall have \$10.50 added to their time sheet and 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 \$10.50 meal allowance.
- (d) Employees working off-site will be eligible for an off-site overtime meal allowance of \$10.50 in lieu of a meal.
- (e) Notwithstanding (a) above; a meal allowance will not be provided for pre-arranged overtime on days of rest unless the work extends into a second or subsequent meal period.

18.10 Conventions

- (a) When an employee is sent to a meeting, convention, conference, exhibition or training course to learn about new developments or equipment, or deliver a paper, he will receive full normal salary, but will be ineligible for overtime pay. Such cases will be discussed in advance with the Union.
- (b) When an employee is sent by the Company to such convention, conference or exhibition to perform duties such as assembling, operating or acting as an attendant to a Company exhibit, overtime will be paid in accordance with the foregoing provisions of this Article.

ARTICLE 19 - SALARIES

19.01 Rate of Pay

The salaries which shall be paid during this Agreement for each classification are set out in the Classification Grouping and Rate/Salary Schedule, Appendix "A".

19.02 New or Changed Classifications

- (a) In the interest of long-term stability it is affirmed that the existing grouping has slotted all present classifications into a proper relationship each with the others.
- (b) However, the parties agree that it may be necessary from time to time, during the life of this Agreement, to introduce new classifications or substantial changes in the duties of any existing classifications.
- (c) Under such conditions the Company will group the new or changed classification by the application of the principles and criteria that form the basis of the grouping of existing classifications, will inform the 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.
- (d) 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 10 and 11.
- (e) No employee's rate shall be changed to a lower rate as a result of review under this Article.
- (f) For the purpose of this article the Board of Arbitration shall have the power to decide the matters hereinafter enumerated.
 - i) Whether or not there has been substantial change, and if so,
 - ii) In which 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.

19.03 Evening and Night Shift Differentials

An additional fifty cents (eight-three cents, effective 1996 April 1) per hour shall be paid to shift employees for each hour worked during the #3 (evening) shift and sixty cents (one dollar, effective 1996 April 1 per hour) shall be paid to shift employees for each hour worked during the #1 (night) shift.

19.04 Premium for Scheduled Saturday Shift Work

Sixty-two cents (one dollar and three cents, effective 1996 April 01) per hour shall be paid to shift employees for each scheduled hour worked on Saturdays, in addition to evening and night shift differentials, where applicable.

19.05 Premium for Scheduled Sunday Shift Work

One dollar and fifty-one cents (two dollars and fifty cents, effective 1996 April 01) per hour shall be paid to shift employees for each scheduled hour worked on Sundays, in addition to evening and night shift differentials, where applicable.

19.06 Lead Hand Rates

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

19.07 Detail Rate

Where it is not possible to employ an employee in one classification full time and where, in order to give him continuing employment, it is necessary to carry out the work of more than one classification, he shall be paid the higher rate for all hours worked in that day if he works in a higher classification for any part of that day or shift. Where an employee is assigned to work at the higher classification for a period of less than four hours, he will be paid at the higher rate for four hours of work. In the event an employee is assigned work at a lower classification, he will continue to be paid the rate of his normal classification.

19.08 No Pyramiding

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

19.09 Payment of Wages

Employees shall be paid bi-weekly, every second Thursday through a direct deposit into an authorized employee account.

#1 shift employees shall receive their pay deposit statement on #1 shift Thursday of pay week

#2 shift employees shall receive their pay deposit statement on #2 shift Thursday of pay week

#3 shift employees shall receive their pay deposit statement on #3 shift Wednesday of pay week

19.10 Maintainer Classifications

Persons hired into the IAM Maintainer classifications will hold a journeyman status valid in Manitoba. In the event no such person is available for the position, the Union and the Company will consult prior to hiring in the Maintainer classification.

19.11 Work on Specific Outside Assignments

Employees on work assignments outside of the local area shall continue to be covered under the provisions of the current collective agreement, and shall receive meal, accommodation and transportation allowances in accordance with the AECL Travel Policy and Procedure.

ARTICLE 20 - SHIFT WORK

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

ARTICLE 21 - UNION SECURITY

21.01 Deduction from Wages

- (a) The Company will deduct a sum equal to the regular monthly union dues from the first pay only in each month of all employees, provided that such deductions will not start until the beginning of the month following the date of hire, and to the extent that sufficient unencumbered earnings are payable to the employee. The amount of dues so deducted from wages, accompanied by a statement of deductions from individuals containing their names and Social Insurance Numbers, shall be remitted by the Company to the Union not later than fifteen days after the deductions are made.
- (b) The Union will be responsible for informing the Company of the amount of union dues to be deducted, and to whom the deductions shall be remitted.

ARTICLE 22 - MISCELLANEOUS

22.01 The Company agrees to provide bulletin boards for the use of the Union, at mutually agreed locations for the posting of official Union notices regarding past or future meetings, minutes or summaries of Union meetings and Union recreational or social activities.

22.02 The Company and the Union will not discriminate against, intimidate, interfere with, restrain or coerce any employee for activity or lack of activity in the Union, or discriminate against any employee on any of the proscribed grounds of discrimination under Canadian Human Rights Legislation.

22.03 The masculine nouns and pronouns throughout this Agreement refer equally to females and males.

22.04 Technological Change

The Company will notify the Union 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 a significant number of 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 to the circumstances. Such discussion will include to the extent possible, the nature of the changes, the schedule of implementation,

the number and type of employees likely to be affected and the names of employees affected.

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 23 - TERMINATION COMPENSATION

23.01 General

- (a) An employee who is terminated, or is laid off indefinitely, will be paid at the time of separation any earned vacation compensation in accordance with Article 14.07 which he has not received and compensation on a pro-rata basis for vacation earned during the year in which he terminates.
- (b) For the purpose of this Article, one week's pay is defined as the employee's bi-weekly salary divided by two (2).
- (c) Compensation on termination, for reasons other than dismissal or abandonment of position, will be as follows:

23.02 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 for each completed year of continuous service, less any period in respect of which he was previously granted termination compensation, with a minimum of two weeks' pay and a maximum of thirty (30) weeks' pay.

23.03 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 and 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 45 weeks' pay.
- (b) laid off for a second or subsequent time, will be paid an amount equal to 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.

23.04 Voluntary Resignation Before Retirement

An employee who has ten or more years of continuous service and who voluntarily resigns will be paid, subject to Article 23.05, an amount equal to one-half week's pay for each completed year of continuous service, less any period in respect of which he was previously granted termination compensation, up to a maximum of 15 weeks' pay.

23.05 Retirement

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

ARTICLE 24 - PERFORMANCE PLANNING AND REVIEW

The performance of each employee will be reviewed and discussed with the employee annually (normally in the first quarter of each calendar 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 week), the employee may add written comments to accompany the document.

A copy of the completed form will be provided to each employee upon request. The Performance Planning and Review Form will not be used for disciplinary purposes.

ARTICLE 25 - DURATION AND AMENDMENT OF AGREEMENT

25.01 This Agreement and the attached schedules when signed by the parties hereto, shall only become effective on the date of receipt of written confirmation of ratification, and shall remain in full force and effect until 2002 March 31 and from year to year thereafter, unless amended or terminated in the manner later provided herein.

All amendments to this Collective Agreement shall become effective as per above or at such later time as defined in the respective Article described herein.

25.02 If either the Company or Union desires to amend or terminate this Agreement, it must notify the other party in writing between 2005 January 1, and 2005 January 31 inclusive. Whenever notice is given, the proposed amendments must be submitted at least 21 working days prior to the first meeting and until satisfactory conclusion is reached in the matter of proposed amendments, the original provisions shall remain in effect.

25.03 IN WITNESS WHEREOF the parties hereto have, this ____ day of _____ 2002 executed this Agreement by the hands of their proper officers.

ON BEHALF OF THE
AECL WHITESHELL LABORATORIES
PINAWA, MANITOBA

ON BEHALF OF THE
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS WHITESHELL LODGE 608

Jean Richer

Ernie McLean

Mark Kenney

Glenn Honke

Cliff Zarecki

Clive Schultz

James Mallory

Ervin Hemminger

Jeff Harding

Brian Dick

Paul Sansom

Ann Portman

Wage Level	Classification	01-Apr-98		01-Apr-99		01-Apr-00		01-Apr-01		01-Apr-02	
		Full Working Rate	Equivalent Annual Salary (2080 Hrs)	Full Working Rate	Equivalent Annual Salary (2080 Hrs)	Full Working Rate	Equivalent Annual Salary (2080 Hrs)	Full Working Rate	Equivalent Annual Salary (2080 Hrs)	Full Working Rate	Equivalent Annual Salary (2080 Hrs)
1	Control Maintainer Mechanical Maintainer-URL Electrical Maintainer-URL	\$ 21.88 (\$23.37)	\$ 45,500 (\$48,600)	\$ 22.31 (\$23.85)	\$ 46,400 (\$49,600)	\$ 22.98 (\$24.57)	\$ 47,800 (\$51,100)	\$ 23.65 (\$25.29)	\$ 49,200 (\$52,600)	\$ 24.62 (\$26.30)	\$ 51,200 (\$54,700)
2	Electrical Maintainer Mechanical Maintainer HVAC Maintainer	\$ 21.54 (\$23.08)	\$ 44,800 (\$48,000)	\$ 21.97 (\$23.56)	\$ 45,700 (\$49,000)	\$ 22.64 (\$24.28)	\$ 47,100 (\$50,500)	\$ 23.32 (\$25.00)	\$ 48,500 (\$52,000)	\$ 24.23 (\$26.01)	\$ 50,400 (\$54,100)
3	Power Engineer Class 2 Civil Maintainer Automotive Maintainer	\$ 21.11 (\$22.60)	\$ 43,900 (\$47,000)	\$ 21.54 (\$23.03)	\$ 44,800 (\$47,900)	\$ 22.16 (\$23.70)	\$ 46,100 (\$49,300)	\$ 22.84 (\$24.42)	\$ 47,500 (\$50,800)	\$ 23.75 (\$25.38)	\$ 49,400 (\$52,800)
4	Power Engineer Class 3 Services Operator Painter Heat & Frost Insulator	\$ 20.34 (\$21.78)	\$ 42,300 (\$45,300)	\$ 20.72 (\$22.21)	\$ 43,100 (\$46,200)	\$ 21.35 (\$22.88)	\$ 44,400 (\$47,600)	\$ 21.97 (\$23.56)	\$ 45,700 (\$49,000)	\$ 22.84 (\$24.52)	\$ 47,500 (\$51,000)
5	Instrument Wirer, Class 1	\$ 18.41 (\$19.66)	\$ 38,300 (\$40,900)	\$ 18.80 (\$20.05)	\$ 39,100 (\$41,700)	\$ 19.38 (\$20.67)	\$ 40,300 (\$43,000)	\$ 19.95 (\$21.30)	\$ 41,500 (\$44,300)	\$ 20.77 (\$22.16)	\$ 43,200 (\$46,100)
6	Heavy Equipment Operator Power Engineer Class 4 Waste Management Operator	\$ 17.55 (\$18.75)	\$ 36,500 (\$39,000)	\$ 17.88 (\$19.13)	\$ 37,200 (\$39,800)	\$ 18.41 (\$19.71)	\$ 38,300 (\$41,000)	\$ 18.94 (\$20.29)	\$ 39,400 (\$42,200)	\$ 19.71 (\$21.11)	\$ 41,000 (\$43,900)
7	Contamination Monitor Storeskeeper Driver 1	\$ 16.92 (\$18.13)	\$ 35,200 (\$37,700)	\$ 17.26 (\$18.51)	\$ 35,900 (\$38,500)	\$ 17.79 (\$19.09)	\$ 37,000 (\$39,700)	\$ 18.32 (\$19.66)	\$ 38,100 (\$40,900)	\$ 19.04 (\$20.43)	\$ 39,600 (\$42,500)
8	Instrument Wirer, Class 2 Driver 2	\$ 16.25 (\$17.36)	\$ 33,800 (\$36,100)	\$ 16.59 (\$17.69)	\$ 34,500 (\$36,800)	\$ 17.07 (\$18.22)	\$ 35,500 (\$37,900)	\$ 17.60 (\$18.75)	\$ 36,600 (\$39,000)	\$ 18.32 (\$19.52)	\$ 38,100 (\$40,600)
9	Helper Driver 3 Power Engineer Trainee	\$ 15.48 (\$16.59)	\$ 32,200 (\$34,500)	\$ 15.77 (\$16.92)	\$ 32,800 (\$35,200)	\$ 16.25 (\$17.45)	\$ 33,800 (\$36,300)	\$ 16.73 (\$17.98)	\$ 34,800 (\$37,400)	\$ 17.40 (\$18.70)	\$ 36,200 (\$38,900)

Lead Hand rates in Brackets

CLASSIFICATION GROUPING AND RATES/SALARY SCHEDULE - 1998 Apr 01 to 2002 Apr 01 APPENDIX "A"

SALARY/RATE TABLE FOOTNOTES

(1) **CONTINUOUS ROTATING SHIFT PREMIUM - TWELVE HOUR SHIFT WORK**

Employees who are scheduled to work on a continuous rotating shift schedule for a minimum of six months will have their basic wage rate increased \$1390 per annum (\$2300 effective 1996 April 1). Such employees will not be eligible to receive shift and/or weekend premiums as defined in Articles 19.03, 19.04 and 19.05.

(2) The average number of working hours in a year for payroll purposes is 2080. A separate schedule showing the annualized salary is available through the payroll office.

(3) This annual salary will be paid over 26 bi-weekly pay periods.

(4) The normal hourly rate of pay is calculated by dividing the bi-weekly pay amount by the number of hours normally worked in a pay period.

(5) A normal day's pay is calculated by dividing the bi-weekly pay amount by the number of days normally worked in a period.

(6) **MAINTAINER CLASSIFICATIONS CONSIST OF THE FOLLOWING TRADES SKILLS:**

- Electrical Maintainer (Instrument Mechanic, Electrician)
- Mechanical Maintainer (Machinist, Millwright, Sheet Metal and Plate Worker)
- HVAC Maintainer
- Refrigeration and Air Conditioning Mechanic)
- Civil Maintainer (Carpenter)
- Automotive Maintainer (Automotive Mechanic)

PROGRESSION TABLE

(Contamination Monitor, Storeskeeper, Power Engineer Trainee)

CONTAMINATION MONITOR (Includes previous RIS Monitor Operators and is based on successful completion of each phase of the training program)

Contamination Monitor					
	01-Apr-98	01-Apr-99	01-Apr-00	01-Apr-01	01-Apr-02
First Six Months	\$14.20	\$14.48	\$14.93	\$15.37	\$15.98
Second Six Months	\$15.50	\$15.81	\$16.29	\$16.78	\$17.44
Third Six Months	\$16.23	\$16.55	\$17.06	\$17.56	\$18.25
Full Working Rate	\$16.92	\$17.26	\$17.79	\$18.32	\$19.04

POWER ENGINEER TRAINEE (Progression is based on successful completion of each phase of the training program)

Power Engineer Trainee					
	01-Apr-98	01-Apr-99	01-Apr-00	01-Apr-01	01-Apr-02
First Training Period	\$14.72	\$15.01	\$15.45	\$15.89	\$16.54
Second Training Period	\$16.07	\$16.38	\$16.86	\$17.35	\$18.05
Full Working Rate	\$17.55	\$17.88	\$18.41	\$18.94	\$19.71

STORESKEEPER (Includes previous Storeskeeper C, B and A, Senior Storeskeeper and Spare Parts Senior Storeskeeper. Progression is based on successful completion of each phase of the training program)

Storeskeeper					
	01-Apr-98	01-Apr-99	01-Apr-00	01-Apr-01	01-Apr-02
First Training Period	\$14.20	\$14.48	\$14.93	\$15.37	\$15.98
Second Training Period	\$14.91	\$15.20	\$15.67	\$16.13	\$16.77
Third Six Months	\$16.23	\$16.55	\$17.06	\$17.56	\$18.25
Full Working Rate	\$16.92	\$17.26	\$17.79	\$18.32	\$19.04

To become effective on the day following receipt of written confirmation of ratification. The period of progression will commence from this date onwards.

APPRENTICE TABLE

TRADE APPRENTICE RATES

Trade(s) requiring three year apprenticeship term at WL.

(a) Heat & Frost Insulator

Journeyman Trades Rate - Wage Level 4

Effective 1997 April 01	\$ 19.87	Effective 2000 April 01	\$ 21.35
Effective 1998 April 01	\$ 20.34	Effective 2001 April 01	\$ 21.97
Effective 1999 April 01	\$ 20.72	Effective 2002 April 01	\$ 22.84

Six Month

Training Period	Percentage	01-Apr-97	01-Apr-98	01-Apr-99	01-Apr-00	01-Apr-01	02-Apr-01
First	60%	\$ 11.92	\$ 12.20	\$ 12.43	\$ 12.81	\$ 13.18	\$ 13.70
Second	66%	\$ 13.11	\$ 13.42	\$ 13.68	\$ 14.09	\$ 14.50	\$ 15.07
Third	72%	\$ 14.31	\$ 14.64	\$ 14.92	\$ 15.37	\$ 15.82	\$ 16.44
Fourth	78%	\$ 15.50	\$ 15.86	\$ 16.16	\$ 16.65	\$ 17.14	\$ 17.81
Fifth	84%	\$ 16.69	\$ 17.08	\$ 17.41	\$ 17.93	\$ 18.46	\$ 19.18
Sixth	90%	\$ 17.88	\$ 18.30	\$ 18.65	\$ 19.21	\$ 19.77	\$ 20.55

Trade(s) requiring four year apprenticeship term at WL.

(a) Electrician, Industrial Mechanic, Machinist, Instrument Mechanic, Sheet Metal and Plate Worker, Refrigeration and Air Conditioning Mechanic.

Journeyman Trades Rate - Wage Level 3

Effective 1997 April 01	\$ 20.63	Effective 2000 April 01	\$ 22.16
Effective 1998 April 01	\$ 21.11	Effective 2001 April 01	\$ 22.84
Effective 1999 April 01	\$ 21.54	Effective 2002 April 01	\$ 23.75

Six Month

Training Period	Percentage	01-Apr-98	01-Apr-99	01-Apr-00	01-Apr-01	02-Apr-01
First	60%	\$ 12.66	\$ 12.92	\$ 13.30	\$ 13.70	\$ 14.25
Second	64%	\$ 13.51	\$ 13.78	\$ 14.18	\$ 14.62	\$ 15.20
Third	69%	\$ 14.56	\$ 14.86	\$ 15.29	\$ 15.76	\$ 16.39
Fourth	73%	\$ 15.41	\$ 15.72	\$ 16.18	\$ 16.67	\$ 17.34
Fifth	77%	\$ 16.25	\$ 16.58	\$ 17.07	\$ 17.58	\$ 18.29
Sixth	81%	\$ 17.10	\$ 17.45	\$ 17.95	\$ 18.50	\$ 19.24
Seventh	86%	\$ 18.15	\$ 18.52	\$ 19.06	\$ 19.64	\$ 20.43
Eighth	90%	\$ 19.00	\$ 19.38	\$ 19.95	\$ 20.55	\$ 21.38

(b) Automotive Mechanic, Carpenter, Painter.

Journeyman Trades Rate -Wage Level4

Effective 1997 April 01	\$	19.87	Effective 2000 April 01	\$	21.35
Effective 1998 April 01	\$	20.34	Effective 2001 April 01	\$	21.97
Effective 1999 April 01	\$	20.72	Effective 2002 April 01	\$	22.84

Six Month
Training
Period

Period	Percentage	01-Apr-98	01-Apr-99	01-Apr-00	01-Apr-01	02-Apr-01
First	60%	\$ 12.20	\$ 12.43	\$ 12.81	\$ 13.18	\$ 13.70
Second	64%	\$ 13.02	\$ 13.26	\$ 13.66	\$ 14.06	\$ 14.62
Third	69%	\$ 14.03	\$ 14.30	\$ 14.73	\$ 15.16	\$ 15.76
Fourth	73%	\$ 14.85	\$ 15.13	\$ 15.58	\$ 16.04	\$ 16.67
Fifth	77%	\$ 15.66	\$ 15.96	\$ 16.44	\$ 16.92	\$ 17.58
Sixth	81%	\$ 16.47	\$ 16.78	\$ 17.29	\$ 17.80	\$ 18.50
Seventh	86%	\$ 17.49	\$ 17.82	\$ 18.36	\$ 18.90	\$ 19.64
Eighth	90%	\$ 18.30	\$ 18.65	\$ 19.21	\$ 19.77	\$ 20.55

APPENDIX "B"

VACATION PLAN (Effective 1992 April 01)

Employee's Length of Service At Start of Vacation Year (April 01)	No. of Days Vacation Available in the New Vacation Year
1/2 but less than 6 years	15 days
6 years but less than 7	16 days
7 years but less than 8	17 days
8 years but less than 9	18 days
9 years but less than 10	19 days
10 years but less than 14	20 days
14 years but less than 16	21 days
16 years but less than 18	22 days
18 years but less than 20	23 days
20 years but less than 22	24 days
22 years but less than 23	25 days
23 years but less than 25	26 days
25 years but less than 27	27 days
27 years but less than 29	28 days
29 years but less than 31	29 days
31 years or more	30 days

NOTE: (1) Effective 1 April in the year following employment, an employee will be entitled to vacation credits in accordance with the above chart, thereafter they will be credited with any eligible previous AECL service.

APPENDIX "C"

12 HOUR SHIFT SCHEDULE

The Company, and the Union agree that notwithstanding the provisions of the Collective Agreement between the parties, the following conditions shall apply to employees designated to work the modified twelve (12) hour work periods (shifts) in accordance with the Company's shift schedule. All other provisions of the Collective Agreement shall remain in full force and effect for the duration of the Collective Agreement.

It is further agreed that these conditions and effects must conform to the provisions of the Canada Labour Code, Part III, and the Canada Labour Standards Regulations 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 with 3 months written notification and will revert to the eight (8) hour shift schedule in effect prior to the introduction of the twelve (12) hour shifts.

Should issues arise which lead to a request for discontinuation by either party, both parties will work jointly in an attempt to resolve the issues under dispute. If investigation determines that this modified 12 hour shift schedule should be discontinued, the parties will meet to discuss the schedule and mechanics of reimplementing the former 8 hour shift schedule.

1. ARTICLE 10 - GRIEVANCES

It is agreed that any employee or union complaint which may arise as a direct or indirect cause of the modified twelve (12) hour shift schedule will first be reviewed by both parties for resolution. In the event that the complaint is not resolved by the parties, the complaint may then be submitted as a grievance in accordance with Article 10 of the Collective Agreement.

2. ARTICLE 14 - EMPLOYEE BENEFIT PLANS

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

14.02 Short Term Sick Leave

A full 12 hour shift absent if approved for Short Term, will constitute a reduction of one and one-half days (12 hours) of accumulated credits. Employees scheduled to work an (8) hour shift will use 8 hours of Short-Term sick leave or may cover 1/2 of an (8) hour shift with one-half (1/2) day credit (4 hours). Employees may use such credits in minimum of one (1) hour increments. A claim for benefits will be made only if the period of absence would have resulted in a loss of earnings.

14.03 Intermediate Term Sick Leave

The benefit level remains as specified under Article 14.03 of the Collective Agreement, however, a claim for benefits will be made only if the period of absence would have resulted in a loss of earnings. Employees scheduled to work a twelve (12) hour shift will use one and one-half (1 1/2) days intermediate term to cover one twelve (12) hour shift. There is no allowance provided to cover one-half (1/2) of a twelve (12) hour shift as intermediate term will only be granted in four (4) hour increments. Employees scheduled to work an eight (8) hour shift will use one day (8 hours) of intermediate term to cover one (1) eight (8) hour shift or may cover one-half (1/2) of an eight (8) hour shift with one-half (1/2) day credit (4 hours).

14.06 Leave of Absence

a) Bereavement

Employees will be granted full twelve (12) hour shift or eight (8) hour (as scheduled) absences for each day of special leave entitled to under Article 14.04 (i) and (ii) (of current IAM Collective Agreement).

b) Marriage

Marriage leave shall be granted in accordance with Standard Policies and Procedures but will not exceed forty (40) hours of paid leave.

c) Birth or Adoption of Child

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

d) Personal Business Day

Eight (8) hours paid leave per fiscal year will be credited to employees and granted in accordance with Standard Policies and Procedures.

Salary paid with respect to (c) and (d) will be limited to eight (8) hours pay at normal rate. For this purpose, vacation or lieu time credits may be taken in four (4) hour increments to allow full maintenance of pay for the scheduled shift(s) missed.

e) Court Leave and Veteran's Examination

Full maintenance of pay twelve (12) hours or eight (8) hours (as scheduled) will be allowed for scheduled shift(s) missed due to these causes.

14.07 Vacation With Pay Plan

Employees scheduled to work a (12 hour shift) will be required to use one and one-half (1.5) days of accumulated leave credits for vacation purposes. There is no allowance provided to cover one-half (1/2) of a twelve (12) hour shift. Employees scheduled to work an eight (8) hour shift will use one (1) day of vacation credit to cover (1) eight (8) hour shift or may cover one-half (1/2) of an eight (8) hour shift with one-half (1/2) day vacation credit (4 hours).

Vacation leave will only be granted in four (4) hour increments.

3. ARTICLE 16 - COMPANY HOLIDAYS

Company Holidays will be deemed to commence at 0001 hours on the calendar day determined as per Article 16.01 (of current IAM Collective Agreement) as noted below and will last until 0001 hours the following calendar day.

16.02 Compensation for Company Holidays

a) Shift employees are entitled to compensation when their scheduled day of rest falls on one of the following Company Holidays:

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

The employees may elect to take one-and-one-half (12) hours of lieu time (see NB below), or elect to be paid 12 hours at basic rate.

For shift employees, the Company Holidays for New Year's Day, Dominion Day, Christmas Day and Boxing Day will be considered to be on 1 January, 1 July, 25 December and 26 December respectively when they fall on a Saturday or Sunday. In these circumstances, shift employees required to work on the corresponding holiday for day workers will receive normal pay for normal hours, including shift premium if applicable (ref. IAM Collective Agreement, Section 16.06).

The remaining three (3) days (8 hour equivalents) will be considered as individually floating holidays to be taken by each employee within the year subject to operational requirements. Unused Company Holidays cannot be carried over to the next fiscal year.

- NB. Those employees scheduled for a "D" or "N" shift, or on a day of rest (who elect to take lieu time instead of pay) will be required to use their lieu time where it can be absorbed by an "M" shift only, subject to operational requirements.
- b) When the company Holidays fall on a scheduled "M" shift, the employee(s) will be required to take the day off at normal pay. If Company Holiday occurs on a Day of Rest during a scheduled "M" week the employee(s) is entitled to 8 hours of pay or may elect to take 8 hour Equivalent Lieu Time. If compensation has been taken as defined for shift employees per 16.06, 8 hours of leave time is required (ref. IAM Collective Agreement, Section 16.01 (a)).
- c) Shift employees who are scheduled to work on a Company Holiday as listed above and do work will receive time and one-half (1.5 times) their basic rate* for hours worked subject to Article 18.02 (of current IAM Collective Agreement). (This is claimed as 12 hours at 1/2 rate using the "Staff Overtime and Other Premium Payments Claim" Form.) They are entitled to either paid time off in lieu at their basic rate* of pay or they may elect to take lieu pay (12 hours) at their basic rate.
- d) Shift employees required to work a 12-hour overtime shift on a Company Holiday are entitled to double time (2 times) their Basic Rate* of pay, in addition to the alternate holiday referred to in Article 16.02(c) above. If the overtime is an 8-hour "M" shift, the lieu time will be 8 hours.

4. ARTICLE 17 - HOURS OF WORK

17.01 The work week, for purposes of the modified twelve (12) hour shift schedule, shall commence at 0001 hours Sunday and extend to 0001 hours the following Sunday.

17.03 Shift Employees

- a) Employees shall work a schedule which provides an average of 40 hours per week over each full shift cycle.
 - the "D" (day) shift shall commence at 0701 hours and end at 1901 hours the same calendar day
 - the "N" (night) shift shall commence at 1901 hours and end at 0701 hours the following calendar day
 - the "M" (maintenance) shift shall commence at 0801 hours and end at 1601 hours the same calendar day
- b) One lunch period of one-half (1/2) hour shall be provided on each shift, at convenience of Shift Operations.
- c) An employee's first day of rest shall be deemed to commence at:
 - "D" shift = 0001 hours on the calendar day following completion of the last "D" (day) shift worked
 - "N" shift = immediately following completion of the last "N" (night) shift worked
 - "M" shift = 0001 hours on the calendar day following completion of the last "M" 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) hours duration.

- d) Mutual exchanges will be subject to supervisory approval as outlined in Article 18.04(a) of the Collective Agreement, and will be limited to:
 - shift exchanges which will not result in either employee working on more than six (6) consecutive days, or working two (2) or more consecutive full shifts.

5. ARTICLE 18 - OVERTIME

18.02 (of current IAM Collective Agreement)

12 Hour Shift:

Overtime worked beyond the end of the normal twelve (12) hour shift will be paid at the rate of one and one-half times (1.5 times) the basic rate* to a maximum of twelve (12) overtime hours per work week. Overtime worked in excess of twelve (12) hours in a work week will be paid at the rate of double time (2 times). Scheduled hours worked at time and one-half (1.5 times) on Company Holidays do not constitute overtime. All overtime work performed on a Company Holiday shall be paid at the rate of double time (2 times).

8 Hour Shift:

Overtime worked beyond the end of the normal eight (8) hour shift will be paid at the rate of one and one-half times (1.5 times) the basic rate* to a maximum of ten (10) hours in a work week. Overtime worked in excess of the ten (10) hours in a week will be paid at the rate of double time (2 x) the basic rate including rotating shift premium, except where an "M" shift employee who has accumulated some overtime on the "M" shift must cover for an absent twelve (12) hour shift worker. In this situation the twelve (12) hour shift rules apply.

Pursuant to Article 19.08 (of current IAM Collective Agreement) - No Pyramiding, scheduled hours worked at time and one-half on Company Holidays, meal periods and time spent travelling do not constitute overtime.

18.04 - Shift Employees

- a) Holdovers for shift coverage will be limited to four (4) hours beyond the end of the normally scheduled shift. Payment for overtime so worked will be at the rate of one and one-half (1.5 times) the basic rate* subject to Article 18.02 as modified above and Article 18.04(c) of the Collective Agreement. Mutual exchanges will be subject to supervisory approval as outlined in Article 18.04(a) of the Collective Agreement, and must comply with the Canada Labour Code and applicable AECL Policies and Procedures.
- b) All work performed on scheduled days of rest shall be paid at the rate of one and one-half times (1.5 times) the basic rate on the first day of rest, and double time (2 times) on the second and subsequent days of rest, subject to Articles 16 and 18 as modified above.

18.05 - Distribution of Overtime

While the Company agrees to attempt to distribute overtime as equitably as practicable amongst qualified employees in the Powerhouse, it is understood that because of the twelve (12) hour shift arrangement the overtime hours may at times vary.

18.06 - Pre-Arranged/Callout Overtime

Employees who are called out for shift relief will not be eligible for any travel allowances and will be required to provide and pay for his/her own transportation. In addition, if the employee is called out with a minimum of three hours notice prior to the commencement of the work period then the employee will be responsible for provision of his/her own meals which may occur during the overtime work period.

6. MISCELLANEOUS

There will be no formal arrangement, such as a “standby duty roster”. In the event experience indicates a need for some formal method of providing for “standby duty”, the parties will meet and resolve the situation.

NOTE: *Employees who are scheduled to work on a continuous rotating shift schedule for a minimum of six months will have their basic wage rate increased by continuing rotating shift premium as provided in current IAM Collective Agreement. Such employees will not be eligible to receive shift and/or weekend premiums as defined in Articles 19.03, 19.04 and 19.05.

IN WITNESS WHEREOF the parties hereto have, this ____ day of _____ 2002
executed this Agreement by the hands of their proper officers.

ON BEHALF OF THE
AECL WHITESHELL LABORATORIES
PINAWA, MANITOBA

ON BEHALF OF THE
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS WHITESHELL LODGE 608

Jean Richer

Ernie McLean

Mark Kenney

Glenn Honke

Cliff Zarecki

Clive Schultz

James Mallory

Ervin Hemminger

Jeff Harding

Brian Dick

Paul Sansom

Ann Portman

MEMORANDUM OF AGREEMENT

Between

**ATOMIC ENERGY OF CANADA LIMITED
("THE EMPLOYER")**

and

**THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS
LOCAL 608
("THE UNION")**

Wage Re-opener

The parties agree to the following as it relates to the IAM Collective Agreement expiring 2005 March 31 and Wage Re-opener;'

1. That the parties agreed to a 3 year Collective Agreement which will expire on March 31, 2005.
2. That the only issue that will be negotiated for the 2nd year (April 01, 2003 – March 31, 2004) and the 3rd year (April 01, 2004 – March 31, 2005) will be the wage rates.
3. That either party may serve a written notice upon the other sixty (60) days prior to the end of the 1st year (April 01, 2003 – March 31, 2004) and 2nd year (April 01, 2004 – March 31, 2005) of the Collective Agreement to amend the wage rates provided for in this agreement. Upon receipt of such notice, the other party will meet and negotiate in good faith concerning the wage rates.
4. In the event the parties fail to reach an agreement on wage rates after a period of 90 days from the first day of negotiations, both parties agree to meet with a Conciliator (Federal) to assist the parties in resolving the matter.
5. That upon mutual agreement, the parties may extend the 90 day time period to continue their negotiations on wage rates.
6. The sole issue that will be raised before the Conciliator will be the wage rates of all members of the Bargaining Unit as well as the effective date of the wages.
7. That in the event that the parties agree to wage rates for 1st year (April 01, 2003 – March 31, 2004) and 2nd (April 01, 2004 – March 31, 2005) at the end of the first year of the agreement, the above agreement will cease.
8. That this agreement is without prejudice and will not constitute a precedent in any other matter.



**LETTER re: Continued Participation in the Province of Manitoba Workforce
Adjustment Committee Activities**

July 10, 2002

Mr. Glenn Honke
Vice President
I.A.M. & A.W.
Local 608
Pinawa, Manitoba
ROE 1L0

Dear Mr. Honke:

This letter will confirm the Company's intention to continue its participation, in cooperation with IAM&AW, in the Province of Manitoba's Workforce Adjustment Committee activities to effect transition of AECL employees to alternate employment during winddown of AECL's activities at Whiteshell.

Sincerely,

C.W. Zarecki
Site Head - Whiteshell



Whiteshell Laboratories
Fax (204) 753-8370
FNO-99-005

LETTER re: Payment and Lieu Time for Statutory Holidays

2002 July 10

Mr. Glenn Honke
Vice President
I.A.M. & A.W.
Local 608
Pinawa, Manitoba
ROE 1L0

Dear Mr. Honke:

This letter will confirm that the provision for payment and lieu time for Statutory Holidays as provided in the 12-hour shift agreement is and will continue to be applied equally to all bargaining unit and non-bargaining unit employees.

Sincerely,

C.W. Zarecki
Site Head - Whiteshell



SUPPLEMENTARY LETTER

2002 July 10

Mr. Glenn Honke
Vice President
International Association of Machinists &
Aerospace Workers, Lodge 608
PINAWA, Manitoba

Dear Sir:

At our meetings in which we discussed the items to be amended in the Collective Agreement with your Union, we also agreed to implement and/or continue the following items which will not be covered in the new Agreement.

1) LEAVE OF ABSENCE WITHOUT PAY

Limited leave of absence without pay may be approved for compelling reasons such as serious illness in the immediate family where the employee's attendance is required, or urgent business that cannot be attended to outside regular working hours. Such leave must normally be requested and approved in advance and will be restricted to five days per calendar year. Employees will be expected to use available vacation credits where the five day limit has been or would be exceeded. Circumstances that would result in extreme hardship will be given careful consideration.

Limited leave of absence without pay may be approved for vacation purposes during the first partial year of employment and in each vacation year thereafter. Such leave must be requested and approved in advance and will be restricted to five days per vacation year. Leave without pay for this purpose will only be approved after all existing vacation credits have been used, or would be used in conjunction with the leave without pay applied for.

2) DUAL RATES

AECL will endeavour to prevent placing employees in dual classification when the classifications are in different Unions.



3) WORK BY LABOURERS OR JANITORS

It is agreed that Labourers or Janitors will not be requested to work with tradesmen's tools.

4) LEGAL PICKET LINE

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

5) TRADES SUPERVISORS' RESPONSIBILITIES

Trades foremen have duties and responsibilities that are different from those of bargaining unit employees and should not perform work that is regularly performed by certified tradesmen under normal circumstances.

It is understood that it may be necessary for trades foremen to perform such work for the purpose of instruction or for reasons of emergency or safety.

6) CONTRACTING OUT

The Company does not intend that contracting out will adversely affect the job security of employees in the bargaining unit or that the bargaining unit will be reduced in size, solely due to contracting out of work normally performed by the bargaining unit employees.

Prior to bringing in contractors to perform on site maintenance work, normally performed by employees in the bargaining unit, the Company will keep the Union informed of the reasons for contracting out and the extent and duration of the work, and will consider suggestions the Union representatives may make. This will be accomplished through a meeting between appropriate Company representatives, a member of the Union executive, and a Shop Steward from the classification involved.



7) DISCIPLINARY NOTATIONS

Should it be necessary to record a disciplinary notation such as a written reprimand or a disciplinary suspension on an employee's file, a copy of this notation will be provided to the employee(s) in question and Union President or designate. Such notation will be removed from the employee file after 2 years. If however, the employee's conduct requires that a subsequent notation be placed on file within the 2 year period all such notations would remain on file for a period of 2 years from the date of the most recent violation. Annually, at the request of the Union, a Company and Union representative will jointly review the status of all current disciplinary notations.

8) TERM EMPLOYEES

The Company will consider hiring short-term tradesmen to meet projected short-term increases in work requirements. In such circumstances the applicants and the union will be advised of the expected duration of the work.

9) TRANSPORTATION IN OVERTIME SITUATION

Employees on callout, overtime on days of rest or Company holidays, and on holdover after their regular work period, which was arranged before midnight the previous day, will be responsible for their own transportation arrangements. No travel expense claim will be allowed. However, employees held over for overtime work, at the end of a normal work period, will be provided transportation home, if necessary. An employee, who transports other employee(s) home, after overtime work at the Company's request, may submit a travel expense claim for reimbursement of cost incurred.

10) 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 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 Sick Leave or Intermediate Term Plan credits and shall cease when the disability has been declared permanent and the compensation has been taken over completely by the applicable Workers' Compensation Board at provincial rates.



- (b) Pending acceptance by the Workers' Compensation Board of such a claim as compensable, the employee will be maintained on payroll at 75% of basic wages (less normal payroll deductions).
- (c) When such a claim is accepted by the Board as compensable, the employee's wage 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 Intermediate Term Plan.

11) TEMPORARY ALTERNATE EMPLOYMENT

The Company and the Union agree that on a trial basis, for the duration of this agreement, the Company will attempt to place employees who are absent on Intermediate Term, or Workers Compensation but have been certified by the attending physician as fit for alternate employment, into suitable alternate employment for rehabilitation purposes. It is understood that where such employment is available, the employee will be paid at the normal hourly-rate for his/her classification. The parties agree that the details of each such alternate work assignment such as type of work, location of work, work jurisdiction, schedule and duration of the assignment will be subject to the agreement of the individual, the Union or Unions involved and the Company.

12) TRANSITION TO MAINTAINER CONCEPT

- (a) The parties agree that all employees currently classified in the classifications that will be replaced by the Control Maintainer, Electrical Maintainer, and Mechanical Maintainer classifications will be reclassified effective on date of ratification or 1989 October 15 whichever is later, provided they are actively at work on date of ratification and are under no medical or physical limitations with respect to performance of full duties. Employees who are excluded for the reasons above will be reclassified to the appropriate maintainer classification on return to normal duties without physical or medical limitations and will be paid at wage Level 1 or wage Level 2 rate as applicable.
- (b) Duties assigned in other than the primary trade will normally be to assist fully qualified tradesmen, or to perform duties that are within their competency, subject to regulatory and safety considerations.



13) ABSENTEEISM

The parties to this Collective Agreement agree to work together to avoid abuse of the Employee Benefit Plans, particularly in regard to time lost from work.

The parties agree to review the statistics of sickness usage, and to bring any increase in sick leave usage to the attention of the membership.

14) JOINT PRODUCTIVITY CONSULTATION

The Company and Union agree that they have a mutual interest in improved productivity and to that end agree to consult on issues and disputes relating to the assignment of work.

The objective of this consultation will be to establish an acceptable resolution process and to participate in the resolution of issues and disputes relating to the above.

15) DEFINITION OF SPOUSE

The term spouse in Article 14.06 will apply to a traditional or common law spouse. A common law spousal arrangement will be recognized for this agreement when the common law spouse has been identified as the beneficiary of the company benefit plans.

16) MATERNITY LEAVE

Eligible employees shall be granted maternity leave in accordance with the provisions of SPP RCW 2.41. If the employee does not return to work at the end of the maternity/child care leave for at least 6 months, she must repay the full or pro-rated amount of the allowance. It is understood that this provision is not payable during a labour dispute or while on layoff.

17) RECOGNITION AWARD SYSTEM

The Union and the Company agree that in the event a member from this bargaining unit is identified as an eligible recipient in the Company's Recognition Award System, the member may receive and retain the award so granted.

Notwithstanding the above, a member of the bargaining unit may choose not to receive an award. This choice will not be reflected on his or her Performance Review and shall not prejudice any further eligibility.



18) PROBLEM SOLVING PROCESS

As a result of a joint review of an alternate problem solving process by both parties, it is agreed that a grievable issue may be submitted to the other party using an Issue Assessment Record. Both parties will work jointly to resolve the issue which may involve up to two steps. The first step will involve additional resource persons and may take up to a maximum of ten days, or a date as otherwise agreed to by both parties, to determine if the matter can be resolved at that stage. If the issue has not been resolved within the agreed upon time, the matter may be submitted at the final step of the Grievance Procedure. Following this a meeting will be held involving senior management and members of the union executive to determine the outcome. Matters not resolved in this process will be submitted to Arbitration under the respective Article Number in this Agreement. This problem solving process will continue on a trial basis for the duration of the Collective Agreement and may be discontinued at the expiration of the Collective Agreement by either party.

The above described process may be discontinued by either party with a minimum of 30 calendar days written notice.

19) OVERTIME MINIMUM

With reference to Article 18 Overtime, no employee shall be required to work less than one hour of overtime when overtime is required.

20) POLICIES AND PROCEDURES

The provisions of all Policies referenced in this agreement will remain in force during the life of this agreement. Rates may be upgraded but will not be lowered.

21) TRAVEL

When employees are travelling on Company business, the provisions of the AECL Travel Policy and Procedure will apply.

22) PERFORMANCE REVIEW PROCESS

The Company and the Union agree to meet and discuss the performance review process detailed in Article 24 of this agreement. Changes to the process will be made as mutually agreed between the Company and the Union.



23) PANEL OF ARBITRATORS

The arbitrators names are listed below, alternating from the Union to the Company selection.

- Martin Freedman
-
-
-

The arbitrator is to be selected on a sequential basis, starting at the top of the list and continuing on a rotational basis.

If mutually agreed upon, an arbitrator may be selected out of sequence. The selection sequence will revert back to the original position for future arbitration cases.

If your Union agrees that this letter covers all outstanding items, and concurs with their implementation and/or continuation, please sign both copies of this letter and return one to the undersigned.

Yours truly,

Mark Kenney
Employee Relations Specialist

Accepted on behalf of the I.A.M. & A.W. Lodge 608

Glenn Honke
Vice President, IAM & AW, Lodge 608