

2015 - 2021 AGREEMENT

between

CANADIAN NUCLEAR LABORATORIES

known as

CNL

and

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
CNL, Local F-160**

representing

Specified Employees of the

**CNL
WHITESHELL LABORATORIES
PINAWA, Manitoba**

2015 April 01 to 2021 March 31

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AGREEMENT

BETWEEN:

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

- and -

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
CNL Local F-160
hereinafter known as "The Union".

GENERAL PURPOSE

The General Purpose of this Agreement is to provide for orderly collective bargaining and to further good employer-employee relations. This agreement also establishes the basis of a working relationship between the parties that will provide meaningful work and job satisfaction, and also supports an efficient and competitive business in world class Nuclear Science and Technology for the maximum benefit of Canada.

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

We support and encourage policies and practices that reflect our commitment to continuous improvement in quality and efficiency and for the protection and safety of the plant site for all employees.

ARTICLE 1- RECOGNITION

1.01 The Union, party to this Agreement, has been certified by the Canada Labour Relations Board as bargaining agent for certain employees of the Company as defined in the extract of the certification given in Appendix "A".

The Company and Union agree that all Whiteshell Firefighters also perform the duties of Nuclear Security Officer and all references to Firefighter within this collective agreement are understood to refer to Firefighter/Nuclear Security Officer. The Union also represents employees in the Nuclear Security Officer (NSO) classification.

1.02 This Collective Agreement covers the full-time, part-time, casual, and term employees described in Article 1.01 above of the Agreement. The classifications covered by this bargaining unit may be amended by mutual agreement of the parties.

Part-time employees are those employees who work on a continuing regularly scheduled basis (agreed to at time of hire) at a portion of the standard hours for full-time bargaining unit employees.

Term employees are those employees hired to carry out term assignments of up to twelve months duration which require them to observe the normal workweek stipulated by this Agreement but who cease to be employed when the job for which they were hired has been completed. Term assignments may be extended for up to one (1) year, and if the employee works beyond the additional year (beyond two years) without mutual agreement between the union and the employer, the employee will be made permanent.

An employee in this category will be excluded from accruing seniority, will not be given layoff notice and will not have recall rights. A series of term positions will not be used to replace permanent positions.

Casual employees are those employees hired for an indefinite period of time and are only paid for the days worked.

Working conditions, benefits, leave, rate of pay and overtime administration for part-time, term and casual employees are defined under Standard Policy and Procedure RCW-2.05 as dated 1987 April and as defined in the Collective Agreement.

- i) For regular part-time employees, the Company currently pays an amount of the EHC premium equal to the employee's work schedule. The change, effective 1997 November 01 will increase the Company's share of the EHC premium to be equal to sixty per cent (60%) of the monthly premium rate.
- ii) For part-time employees, the Company currently pays a percentage of the dental premium equal to the employee's work schedule. This change, effective 1997 November 01, will increase the Company's share of the dental premium to one hundred per cent (100%) for those working a schedule of eighty per cent or greater. For employees working less than eighty per cent (80%) the Company will pay sixty per cent (60%) of the premium.

Unless otherwise specified, progression through the classifications and entitlements under this Collective Agreement shall be prorated by the number of hours actually worked by the part-time or term employee relative to a full-time employee.

ARTICLE 2 - LEGISLATION

- 2.01 In the event of any provisions of this Agreement conflicting with any 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.
- 2.03 Employment Equity

The parties recognize that in complying with applicable legislation regarding employment equity it may be necessary to implement special measures. Such measures will be discussed with the Union before implementation. These special measures shall not violate any article under the terms of this collective agreement.

ARTICLE 3- PERSONNEL RELIABILITY AND SECURITY

- 3.01 Maintenance of Enhanced Reliability Status or the appropriate security clearance for the position held, as described by the Corporate policy on Personnel Security and the Security Policy of the Government of Canada, is a condition of employment for all employees in the bargaining unit.
- 3.02 An Enhanced Reliability Status or Security Clearance may be revoked or revised based on new information. Where this action results in the Company revoking an employee's reliability status or detrimentally changing a security designation, the employee and the President of the Union shall be notified in writing of such action. The notice shall disclose the reasons for the Company's action to the fullest extent permissible by law and shall inform the employee of the applicable rights of review and redress.

ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive function of the Company, subject to the provisions of this Agreement, to
- (a) Maintain order, discipline and efficiency, and to this end to make and alter from time to time the rules and regulations to be observed by the employees.
 - (b) Hire, retire, discharge, transfer, promote, demote, suspend, layoff or discipline employees.
 - (c) Generally manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the number and location

of plants, the research, development and production programs, the products to be manufactured, methods of manufacturing, assignment of work, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of material and parts to be incorporated in the products produced.

ARTICLE 5 - NOTIFICATION TO UNION

- 5.01 The Company agrees that in case of promotion, demotion, suspension, layoff or discharge it shall notify an Officer of the Union of the action taken.
- 5.02 The Company shall make available to the Union 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 agrees that there shall be no union activity or meetings on Company premises except as set forth by this Agreement. 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 The Union agrees that there shall be no discrimination, intimidation, interference, restraint or coercion practiced upon employees of the Company by any members or representatives of the Union.
- 6.03 The Company agrees that there shall be no discrimination, intimidation, interference, restraint, or coercion exercised or practiced by the Company or any of its representatives with respect to any employee because of his participation (or non-participation) in the Union.
- 6.04
 - (a) The Company acknowledges that from time to time it will be necessary for employees serving as Union Officers or Stewards 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 supervisor. Permission will not be unreasonably withheld. On completion of the function for which permission to leave was granted, they will report to their supervisor before resuming work.
 - (b) 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.

- (c) Leave of absence without pay, for a period of up to approximately one year will be granted to employees elected or appointed to a full-time Union office, provided that no more than 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 4 consecutive years.
 - (d) The Company shall pay for regular wages for the members of the Union's Bargaining Committee (to a maximum of three (3) members), for all time spent meeting with the Company for the purpose of negotiating the terms and conditions of the Collective Agreement. Those members of the Union's Bargaining Committee that are also on shift will be considered to be working while attending negotiations and are included in the "minimum compliment".
- 6.05 (a) 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 specific purpose and area for which permission is granted.
- (b) The Union may hold occasional small meetings on Company premises. Such meetings must be approved in advance by the Manager of Emergency Services Operations, and must be planned and conducted to avoid interference with other employees or the work of the Company.
- 6.06 Leave of absence without pay shall be granted to a reasonable number of employees holding union office for a reasonable number of days for the purpose of attending local Union business distant from the Plant. Leave for Union business is subject to plant conditions existing at the time and cannot be taken unless authorized by the Company. All requests for such leave must be made in writing at least two weeks in advance by an Officer of the Union to the Manager, Protective Services. In granting this leave, the cost to the Company will be taken into consideration.
- 6.07 If at any time during or after the termination of this Agreement, WL employees should engage in a stoppage of work, the Union agrees to co-operate with the Company to ensure that the Company's property is protected from damage or destruction.

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 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 Chairman 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 Shop Committee, the President and, if desired, the outside 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 - GRIEVANCES

9.01 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 salary, 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 11 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), or
- (d) Arises from alleged discriminatory promotion, demotion, or compulsory retirement before the official retirement age.

9.02 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 written 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) Duplicate copies shall be made of each grievance. After final disposition of a grievance is effected, the Company and the Union shall each have a copy.
- (e) Any grievance not filed in writing with the Supervisor within six days after the employee has the opportunity to be aware of the occurrence, 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 from the day the written decision on the grievance is presented to the employee or a member of the Shop Committee shall be deemed as an acceptance of such a decision.
- (f) Salary or classification adjustments granted as a result of a presentation of a grievance shall not be made retroactive beyond the date on which the grievance was filed in writing in Step 2.

9.03 Normal Employee Grievance Procedure

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

Step 1

A complaint on any matter coming within the scope of this Agreement must be discussed orally with his or her supervisor by the aggrieved employee either alone or, at the request of the employee, in the presence of the Union representative*.

In the event the complaint is not settled within two days, it then becomes a grievance, and

Step 2

*The union representative will normally be a member of the union executive.

- (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(s) involved, other relevant facts and the remedial action requested. The grievance shall be signed by the employee and the Union representative and submitted to the Branch Manager or Designate within the time limits specified in Article 9.02(e). If the Branch Manager, or designate considers that there should be a meeting to investigate this grievance the meeting shall be attended by Company Representative(s), the griever, the Union Representative(s).

If the Branch Manager, or designate and the Union President agree, other Union Representatives may also attend. Upon receipt of a grievance, the Branch Manager or designate will investigate and submit his or her decision in writing to the Union Representative, within five days.

- (b) Within ten days after the Union Representative has received an answer from the Branch Manager, or designate the grievance forms shall be returned to the Branch Manager, or designate, marked as satisfactory or unsatisfactory, with reasons in the latter case.

Step 3

- (a) Where a second step grievance answer is marked unsatisfactory by the Union Representative, a third step meeting shall be arranged by the Company as soon as practicable but not later than six days. The Union Representative, the Union President, the Full-Time 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 Union Representative to this decision within ten days, the grievance shall be considered as settled.

9.04 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 and it is understood that a Union representative will be present.
- (b) Case 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 two days after the employee has received notification (or all reasonable steps have been taken to notify him) of discharge or disciplinary action.
- (c) It is understood that a layoff due to lack of work or suspension of operations in any part of the Whiteshell Laboratories does not constitute a discharge, disciplinary suspension or disciplinary demotion.

(d) 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 salary, less any earnings received by him from other sources during the period of discharge, suspension or demotion. 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.

(e) Discharge Grievance

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

The alleged grievance shall be put in writing, signed by the employee, and submitted to the supervisor. A hearing may be called thereon by the Company or at the request of the Union. The Union Steward, Union President, and the aggrieved employee may attend. If the employee, due to conditions beyond his control and through no fault of his own is unable to present the grievance in person, his Union Steward may act for him. The Company representative shall submit his decision to the Union Steward in writing within two days after the matter is presented to him. If there is no response from the Union within a further two days, the grievance shall be considered settled.

(f) Disciplinary Suspension and Disciplinary Demotion Grievances

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

The alleged grievance shall first be discussed by the employee with his supervisor. If the matter is not settled, the alleged grievance shall be put in writing, signed by the employee, and submitted to his supervisor. The normal employee grievance procedure shall then apply, as from Step 3. 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 Steward may act for him.

9.05 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 outside 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.

9.06 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 9.03 or 9.04 because of the inability or refusal of an employee or former employee to submit a grievance, or
- (b) concerns employees working under different supervisors, may be submitted in writing at the third step by the Union and dealt with as a proper grievance.

ARTICLE 10 - ARBITRATION

10.01 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 the Manager, Human Resources, and in a case against the Union by mailing a copy to the outside Union Representative or Shop Steward of the Union.

10.02 Salary scales (except as provided for in Article 18.02(c)), negotiations, modification of the Agreement and questions not involving the application or interpretation of the Agreement shall not be arbitrable.

10.03 Within ten 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.

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

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

10.06 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, the board shall have the same discretion to make an award as is provided in Article 9.04(d).

ARTICLE 11 - PRINCIPLES GOVERNING THE VALUE OF LENGTH OF SERVICE

11.01 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, 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.

11.02 Probationary Period and Seniority

(a) i) A seniority list shall be maintained by the Company for persons covered by this Collective Agreement. For this purpose the service of each employee shall include his full period of continuous service as an Emergency Services Firefighter and Emergency Services Trainee and Nuclear Security Officer at WL, excluding periods of absence of more than six calendar months.

ii) The establishment or revision of seniority dates, for special cases, will be determined by the Company and the Union.

iii) A seniority list will be prepared by the Company and shall be submitted annually, by March 31, to the Union.

(b) Probationary Period

An employee, other than temporary, shall be on probationary service until he has worked a total of 120 working days. There will be no change in an employee's classification during this probationary period without prior discussion with the Union.

The probationary period may be extended an additional six (6) months and the reasons for the extension shall be fully explained to the probationary Firefighter/NSO or NSO.

(c) Seniority

Effective Date

On satisfactory completion of his probationary period, the employee shall be placed on the seniority list, and credited with service since date of hire.

(d) Seniority Lists

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 CNL employment will be deemed senior.
- (2) An employee with the greater length of non-continuous CNL employment will be deemed senior.
- (3) An employee with the earliest acceptance of an offer of a position with CNL 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.

11.03 Layoff

Layoff of members will take place according to reverse order of seniority and recall of such members shall be by order of seniority. In the event that work becomes available during a period of layoff, such work shall first be offered to senior full-time members on layoff providing the senior employee recalled is qualified to perform the remaining work.

The Employer shall give notice as required by statute of layoff to the members affected, with copies of such notices to the Association.

11.04 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 period equal to his length of service, but not exceeding 24 months, unless recalled to work within that period or removed from the recall list for the reasons described below. While on a recall list he shall retain seniority standing but will not be considered as an employee for the purpose of this Agreement. A recall list shall be maintained when a layoff, due to lack of work, has occurred in the preceding 24 months and recalls will be made from the list in order of seniority. Notification of recall will be by registered letter to the last known address of the person concerned. If he does not report to work within 10 working days of the date of recall, without reasonable excuse, he shall be removed from the recall list. It is the responsibility of those on recall lists to keep the Manager, Protective Services informed of their current addresses.
- (b) For the purpose of this Article, the provisions of 11.04(a) 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.

- 11.05 Any new employee that is hired as a Firefighter/NSO after the ratification of this agreement may be reclassified to an NSO position with the following provisions:
- a) The member will be given 60 days' notice
 - b) The member will maintain his Firefighter/NSO rate for the first 2 months after being reclassified
 - c) If the department requires a Firefighter/NSO after an employee has been reclassified to an NSO, such reclassified employee(s) will be given the 1st opportunity to fill the Firefighter/NSO position in order of seniority.

This article supersedes article 18.03(b).

- 11.06 In the event that the corporation needs fewer CBU Firefighters/NSO's for a 12 hour night shift, the existing Firefighters/NSO's may be reassigned to 12 hour day shifts and vice versa as per the following conditions:
- a) Management will first ask for volunteers that wish to be assigned to the applicable shift;
 - b) Absent any volunteers, management may assign CBU members to the applicable shift starting with the least senior members.
 - c) The affected employee will be provided with 4 weeks' notice prior to the change unless the Parties agree otherwise.

The Parties agree that the Appendix "H" shift schedule will be amended accordingly for the impacted employee so that his/her schedule is all days and such amendment can be done with 4 weeks' notice.

ARTICLE 12- FILLING OF VACANCIES

12.01 Bulletins

Whenever the Company advertises by any means outside of WL for a classification covered by this Agreement, the bulletin will also be posted for five working days on WL bulletin boards.

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

12.02 Minimum Employment Period

In the interest of improved productivity and greater return on training costs for employees in new positions, it is agreed that employees will remain in positions acquired through internal or external competition for a minimum period of 24 months before being eligible to apply for other internal competitions. This provision will not restrict normal career progression within a classification.

ARTICLE 13 - EMPLOYEE BENEFIT PLANS

13.01 Hospital, Medical and Dental Plans

- (a) 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. A full description of these plans is given in the CNL Group Medical Booklet available from the Human Resources Office.
- (b) The Company shall contribute seventy-five (75%) percent of the monthly premium for medical and hospital benefits provided through the Extended Health Care Plan, currently insured through Manulife, for subscribing employees.
- (c) The Company agrees to provide the CNL Corporate Dental Plan to all employees and will pay 100% of the premium cost of this plan.

13.02 Short Term Sick Leave

- (a) Employees unable to work on their regularly scheduled work periods due to accident or illness shall receive 100% of normal straight time hourly earnings, for each period to a maximum of forty-eight (48) hours 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 source. Unused hours will be carried forward to the following year. A medical certificate is required when the period of Short Term Sick Leave used exceeds three (3) consecutive work periods, and when the number of combined Short Term and Intermediate Term work periods used in a fiscal year, unsupported by medical certification, exceeds forty-eight (48) hours. 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 four (4) hours, except for the provision noted in (d) below.
- (b) Prorating 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; 36 hours
 - Hired October 01 to December 31 inclusive; 24 hours
 - Hired January 01 to March 31 inclusive; 12 hours
- (c) Employees who are absent on the Long Term Disability Plan benefits referred to in Article 13.04 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.

13.03 Intermediate Term

- (a) The Company agrees to provide an Intermediate Term Plan.
- (b) The information contained in 13.03(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

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 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 salary for a 42 hour week and are paid on the following basis:

(basic weekly salary for 42 hours) x 75%

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- iii) Benefits commence on the first day of disability due to accident or illness. 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 work periods absent on sick leave including both Short Term and Intermediate Term exceeds three, and when the number of combined Short Term and Intermediate Term work periods used in a fiscal year, unsupported by medical certification, exceeds six (6). Absences for illness or injury for shorter periods require a medical certificate if requested by supervision.
- 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.

13.04 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 13.03 Intermediate Term 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.

13.05 The Company and the Union agree that the Company will attempt to place employees who are absent due to illness or injury but have been certified by a doctor 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 salary 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.

13.06 Group Life Insurance

Life Insurance will be provided as follows:

- (a) 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, the benefit is adjusted to the next higher multiple of \$250. The Company will pay 100% of the premium.
- (b) The cost of the second annual earnings coverage is shared by the Company and the employee and participation in the plan is compulsory. The shared cost is 1/6 paid by the Company and 5/6 paid by the employee. If the basic annual salary is not a multiple of \$250 the benefit is adjusted to the next higher multiple of \$250.

13.07 Leave of Absence

- (a) i) Death in the Immediate Family

Up to three work periods may be granted in the case of death in an employee's immediate family if and to the extent required to make arrangements, attend the funeral, etc. Where necessary, up to two work periods may also be granted to settle the estate within one year of death, provided the employee receives no fee or other remuneration for this. In either case, if the employee must miss more than the number of work periods granted above due to the length of the trip required, additional special leave, normally not exceeding two work periods may be granted.

Immediate family is defined as:

- (a) the employee's spouse or common-law partner;

- (b) the employee's father and mother and the spouse or common-law partner of the father or mother; and the foster parents of the employee or employee's spouse or common-law partner;
- (c) the employee's children and the children of the employee's spouse or common-law partner;
- (d) the employee's grandchildren;
- (e) the employee's brothers and sisters;
- (f) the grandfather and grandmother of the employee;
- (g) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father and mother; and
- (h) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

For bereavement leave purposes, "common-law partner" means a person who has been cohabitating with an individual in a conjugal relationship for at least one year, or who had been so cohabitating with the individual for at least one year immediately before the individual's death.

An employee may, subject to prior approval, defer taking one or more of the work periods 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 or, within twelve months of the death, in order to settle the estate. An employee may also advance the period of leave to which he/she is entitled in order to include the day of death.

Where the employee must miss more than the specified work periods, 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 work periods.

ii) Death in the Non-Immediate Family

Special leave not exceeding one work period (two work periods where extensive travel is required) may be granted in the case of death of an employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Special Leave is not available in connection with the death of relatives other than those listed above, or of persons who are not relatives, unless the employee has to make the funeral arrangements.

iii) Marriage

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.

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

iv) Birth or Adoption of Child

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

v) Personal Business Days

One day, eight (8) hours paid leave per fiscal year will be credited to employees and granted in accordance with Standard Policies and Procedures RCW-2.44.

(b) Court Leave

Court Leave will be as specified in Standard Policies and Procedures RCW-2.42.

(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.

(e) Maternity, Child Care & Adoption Leave

Eligible employees shall be granted Maternity and/or Child Care Leave in accordance with the provisions of SPP RCW - 2.41, Maternity, Child Care and Adoption Leave dated 1992 June. It is understood that this provision is not payable during a labour dispute or while on layoff.

13.08 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) 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.
- (c) Employees, hired before 1981 April 1 shall receive vacation leave with pay according to length of completed CNL service as set out in the Vacation Table, attached as Appendix "C".
- (d) Employees, hired subsequent to 1981 April 1 will, in their first year of employment, and thereafter, have available to them earned and advanced vacation as shown in Appendix "C". New employees earn vacation leave at the rate of ten (10) hours per month. After 6 calendar months of service they are credited with vacation leave to the extent of the amount that they will earn to the end of the vacation year (March 31).
- (e) Each period of vacation taken by an employee will be paid at his current rate(s) for his normal working hours for that period. 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.
- (f) An employee may not draw vacation pay for a period of absence for which he is receiving benefits under the Disability Income Protection Program Plan.
- (g) 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 hours with which they were credited in the vacation year just completed.
- (h) 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 term employee is not considered a layoff.
- (i) Employees who have exhausted their Intermediate Term Plan benefits and have not returned to work will cease to accrue vacation leave credits.
- (j) Subject to operational requirements, twelve hours of the annual vacation leave granted may be used in minimum increments of one hour.

13.09 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 13.07, 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 14 - SUPERANNUATION

14.01 Subject to the letter at the back of the collective agreement (Page PL-1) 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 15 - COMPANY HOLIDAYS

15.01 (a) There shall be twelve (12) Company Holidays each calendar year. Nine (9) of these days will be fixed:

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

The remaining three (3) days will be floating holidays to be taken individually by each employee within the year, subject to operational requirements. Any unused floating holidays cannot be carried over to the next fiscal year.

Pro-rating of the three (3) floating Company Holidays for employees hired during the calendar year will be as follows:

- hired before May 01; 03 floating Company Holidays
- hired May 01 to August 31; 02 floating Company Holidays
- hired September 01 to December 31; 01 floating Company Holidays

Pro-rating of the three (3) floating Company Holidays for employees hired during the calendar year will be as follows:

- terminated before May 01; 03 floating Company Holidays
- terminated May 01 to August 31; 02 floating Company Holidays
- terminated/hired September 01 to December 31; 01 floating Company Holidays

- (b) Company Holidays will be deemed to commence at 0001 hours on the calendar day determined as per Article 15.02 as noted below and will last until 0001 hours the following calendar day.

Shift employees who are on a scheduled day of rest on the following days are entitled to an alternate holiday with pay which may be by way of the addition of 12 hours, 10.5 hours, 8.5 hours or 8.25 hours, whichever is applicable, to the employee's accumulated vacation credits:

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

The remaining three (3) days (12 hours, 10.5 hours, 8.5 hours or 8.25 hours, whichever is applicable) 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.

15.02 Compensation for Company Holidays

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

(a) Non-Shift Employees

- i) Non-Shift employees who are not required to work on Company Holidays will receive their normal pay for normal hours.
- ii) Non-Shift employees who are required to work a full day on a Company Holiday will receive either normal pay for normal hours or a vacation leave credit of one day, in addition to overtime pay at the rate of double time.
- iii) All other overtime work performed by non-shift employees on Company Holidays will be paid at the rate of double time.

(b) Shift Employees

- i) Shift employees who are scheduled to work on a Company Holiday and do work will receive time and one-half (1.5 times) their basic rate for the hours worked subject to Article 17.02. They are also entitled to paid time off in lieu at their basic rate of pay at some other time which will be by way of the addition of 12 hours, 10.5 hours, 8.5 hours or 8.25 hours, whichever is applicable, to the employee's accumulated vacation credits, except where the Company Holiday is on the following days, in which cases they have 12 hours added to the employee's accumulated vacation credits:

New Year's Day	Labour Day
----------------	------------

Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (Aug)	

- ii) Shift employees required to work overtime on a Company Holiday that is also a scheduled day of rest are entitled to the applicable overtime rate, double time (2 times) their basic rate in addition to the alternate holiday referred to in Article 15.02 (b) above.

ARTICLE 16 - HOURS OF WORK

NOTE: Nothing in this Article is to be construed as a guarantee of work or to invalidate the provisions of Article 11.

16.01 The WL workweek shall commence at 0001 hours Sunday and extend to 0001 hours the following Sunday.

16.02 8.5 Hour Shift Employees

Subject to the provisions explained elsewhere in the Collective Agreement and in Supplementary Letter Item No. 2 the following will apply.

Except as otherwise indicated in this agreement, the regular workweek for employees shall be 42 hours - five consecutive days consisting of three (3) days at eight and one-half hour (8.5) days and two (2) days at eight and one-quarter hour (8.25) days, Monday to Friday. The regular workday shall include a paid lunch period of three-quarter hour (45 min.).

No shift premium shall apply to this Article 16.02. However, management reserves the right to introduce a second and/or third shift and, if so, will reinstate the shift premium to the second and/or third shift.

Note: The 8.5 hours is inclusive of Shift Turnover.

16.03 Twelve (12) Hour Shift Employees

Twelve (12) hour shift employees shall work on a schedule, as per Appendix "H", which provides an average of 42 hours per week on a rotating basis.

- 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.

Management shall have sole discretion to change the shift schedule stipulated in Appendix "H" upon consultation with the Union, and after providing the Union 90 calendar days advance notice.

16.04 Ten and one half (10.5) Hour Shift Employees

Ten and one-half (10.5) hour Shift employees shall work on a schedule of forty-two (42) hours, consisting of four (4), ten and one-half (10.5) hour days. The regular workweek shall be 4 consecutive 10.5 hour days, between Monday and Friday and will include a paid lunch period of three-quarters of an hour (45 min.).

No shift premium shall apply to this Article 16.04. However, management reserves the right to introduce a second shift and, if so, will reinstate the shift premium to the second shift.

Note: The 10.5 hours is inclusive of Shift Turnover.

16.05 At the day of ratification, all new members of the bargaining unit may be assigned the 8.5 hour shift or 10.5 hour shift or 12 hour shift. An employee that is reassigned to a different shift regime (8.5, 10.5, 12) that results in a change in total hours worked per day will be provided with 4 weeks' notice prior to the change unless the Parties agree otherwise.

16.06 CBU (see NSO Memorandum of Agreement) members on the 12 hour shift may be assigned to the 8.5 hour shift or 10.5 hour shift on the following conditions:

- a) Management will first ask for volunteers that wish to be assigned to the applicable shift;
- b) Absent any volunteers, management may assign CBU members to the applicable shift starting with the least senior members.
- c) The affected employee will be provided with 4 weeks' notice prior to the change unless the Parties agree otherwise.

16.07 Alternative Work Schedules

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. To that end, the following alternative work schedules may be used:

- (a) In addition to the regular scheduled period worked, employees may elect to work extra hours to accumulate up to a total annual maximum of forty (40) hours to be taken off at a later time. The accumulation of such extra hours must be on productive work with the prior approval of supervision, worked in minimum (1) hour periods and earned at the applicable overtime rate. The accumulated time may be taken as time off by the employee, subject to advance approval by supervision.

- (b) Employees may request to reschedule the regular work period as defined in Article 16.02 and 16.03 by up to two hours subject to approval by supervision.

It is understood that the nature of the work may prohibit the participation of some employees in alternative work schedules to ensure that safety or the overall efficiency of the site is not adversely affected. It is also understood that supervisors may request to reschedule the standard hours subject to mutual agreement.

16.08 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 the employee must obtain short notice permission to be absent from work from their supervision. Approval of any requests for leave is subject to plant conditions.

Requests for short notice absences shall be made with as much advance notice as possible.

- 1) Contact the Shift Supervisor if unable then,
- 2) Contact the Operations Supervisor, Emergency Services Operations Branch.

Requests for short notice absence shall not be made in any other manner.

ARTICLE 17 - OVERTIME

- 17.01 (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 an hour or less. However, should the overtime work period extend beyond one hour, it will be computed to the nearest thirty minutes and paid for at the applicable rate.
 - (b) An employee who works, as overtime, a full work period on his 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 16 - Hours of Work.
 - (c) For the purpose of this Article, the expression 'normal hourly rate of pay' is defined as Note 2 in the Classification Grouping and Rate/Salary Schedule, Appendix "B".
- 17.02 (a) **8.5 Hour Shift Employees**
All work beyond sixteen continuous hours in one day and all overtime worked in any workweek which exceeds by more than 10 hours the employee's basic scheduled hours for that week will be paid at double time. Where an employee qualifies under more than one provision of this Agreement for premium payment,

he shall be paid under one provision only - that which provides the highest premium - unless otherwise specifically stated. Scheduled hours worked at time and one-half on Company Holidays and time spent traveling do not constitute overtime.

- (b) Twelve (12) Shift Employees
Overtime worked beyond the end of the normal twelve (12) or ten and one-half (10.5) 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 workweek. Overtime worked in excess of twelve (12) hours in a workweek 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).
- (c) Ten and one half (10.5) Hour Shift Employees
Overtime worked beyond the end of the normal ten and one half (10.5) 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 workweek. Overtime worked in excess of twelve (12) hours in a workweek 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).

17.03 8.5 Hour Shift Employees and Ten and one-half (10.5) Hour Shift Employees

The following provisions are subject to 17.01(b) above:

- (a) Work on Regular Days of Rest

Work performed by employees on their first day of rest up to eight and one-half hours or ten and one-half hours, whichever is applicable, shall be paid at the rate of time and one-half. Work performed beyond eight and one-half hours or ten and one-half hours, whichever is applicable, shall be paid at the rate of double time.

Should an employee work for a full shift on his first day of rest all work performed on their second day of rest shall be paid at the rate of double time.

In any event, the provisions of Article 17.02 shall apply to this Article.

- (b) Work on Company Holidays

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

17.04 Twelve (12) Hour 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 17.02 b).
- (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 17.02 b).

17.05 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 will be offered as equitably as practicable over a reasonable period of time amongst qualified employees in the Branch concerned. The Company will give the Shop Steward concerned, on request, a list of the distribution of overtime worked or refused in the Branch, provided that these lists are not posted.

17.06 Pre-Arranged 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.
- (b) 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.

17.07 Callouts

- (a) An employee who has completed a regular work period and gone home, if called in for extra service before his next regular work period, shall receive a minimum of four hours at time and one-half. Where the employee commences work less than four hours in advance of his regular work period and continues without break into that period, he shall be paid for the four hours following the start of the callout at the rate of time and one-half. Provided, however, that if an employee is entitled to be paid double time for some or all of the work performed prior to his regular work period then he shall be so paid for such work but the balance of the four hour period will be paid at time and one-half. No travel time will be paid out.

- (b) In a callout situation, management or designate will make one call to one permanent employee to respond to the callout, in accordance with Article 17.05 b). In the event the employee refuses or is unable to respond to the callout request, management may assign the callout shift at its discretion, including reliance on casuals.

17.08 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
 - 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 seven and one-half hours; or
 - ii) if they have worked on that day for less than seven and one-half 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 seven and one-half 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 seven and one-half hours or more, they will be paid at their rate for the actual time spent in travel to a maximum of six hours.
- (c) Where the time travelling is in excess of six hours and adverse conditions are involved, special consideration will be given to payment beyond the specified maximum.

17.09 Meals

- (a) When an employee, who is required to work more than ninety (90) minutes beyond their normal work period, the employee will qualify for \$10.50 to be added to their time sheet.

- (b) Employees working beyond their normal work period shall have \$10.50 added to their time sheet at five (5) hour intervals beyond the end of the last previously assigned overtime meal period.
- (c) Employees working off-site will be eligible for an off-site overtime meal allowance of \$10.50 in lieu of a meal.
- (d) Notwithstanding (a) above, a meal allowance will not be provided for pre-arranged overtime on days of rest.

17.10 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 18 - SALARY

18.01 Salary rates as set out in Appendix "B" will apply.

- 18.02
- (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 9 and 10.
 - (e) No employee's salary shall be changed to a lower salary as a result of review under this Article.

- (f) For the purpose of this Article the arbitrator shall have the power to decide the matters hereinafter enumerated:
 - i) Whether or not there has been substantial change, and if so,
 - ii) at which salary group a substantially changed classification shall be slotted on the basis of the relationship it bears to other classifications,
 - iii) whether or not a new classification has been correctly slotted, and if not,
 - iv) the appropriate rate of pay based upon the relationship it bears to other classifications.
- (g) Requests for Reclassification

The Company agrees to record and acknowledge written requests of employees for reclassification and each such request will be given consideration.

18.03

- (a) Where an employee works in a higher classification, he will be paid at the higher rate for all hours worked in that higher classification.
- (b) In the event an employee is assigned work at a lower classification, he will continue to be paid the rate of his normal classification.

18.04 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.

18.05 Payment of Wages

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

18.06 Career Advancement

- (a) The Company may, at its discretion, place a newly hired individual on the Career Development Plan (see Appendix D) in accordance with their qualifications and experience.
- (b) At any stage of an individual's career, the individual has the right to request the necessary information and relevant study materials from CNL Emergency

Services Operations to assist in advancing their careers. It is understood that it is the responsibility of the individuals to obtain the necessary skills and/or courses necessary to move their career forward as per the Career Development Plan. See Appendix D.

- (c) All members of the Union shall maintain their classification as it relates to this article at the signing of this Collective Agreement.
- (d) Advancement from Fifth Class to Fourth Class Firefighter and each succeeding advancement up to First Class Firefighter will be subject to the successful attainment by the employee of the Department's standard for each level of Firefighter normally achieved within six months of hire/last promotion. As a minimum, tests will be conducted five months after hire/last promotion for each step level, however they may, at the Company's discretion, be administered earlier for those employees who have certifications achieved through external sources, or who progress through their training and application work at a quicker pace. The tests will consist of two components:
 - a. Practical Application work: 40 points
 - b. Written Examination: 60 points

To advance to the next step level the employee shall be subject to passing with a minimum score of 70% in each the practical and written components.

If any employee fails to attain the required standard, the employee shall be given the opportunity to retest every three (3) months.

18.07 Peer Trainer/Subject Matter Expert in Fire/First Aid

- (a) Peer Trainer means a Firefighter/NSO or NSO who is certified to conduct specialized training in Firefighting, or First Aid, after having received specialized training and instruction to conduct training and education exercises.
- (b) Peer Trainers will be paid a 4% premium for each shift spent conducting the training.
- (c) Only one Peer Trainer per shift will be entitled to the premium provided in paragraph (b).

18.08 Certified Security Trainer

- (a) Security Trainer means a Firefighter/NSO or NSO who is certified to conduct specialized training in Security related disciplines. (PDT/Weapons Instructors). Management is responsible for ensuring instructors to maintain valid certification to conduct training and education exercises.
- (b) Peer Trainers will be paid a 4% premium for each shift spent conducting the training.

- (c) Only one Peer Trainer per shift will be entitled to the premium provided in paragraph (b).

ARTICLE 19 -SHIFT WORK

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

19.02 Short Change Premium

- (a) Application

An employee who is required by the Company to work a full shift less than 15 hours after he has completed his last previous scheduled shift shall be paid at the rate of time and one-half for hours worked in the second shift.

- (b) Limitation of Application

This provision only applies to 8.5 hour shift employees.

ARTICLE 20 - UNION SECURITY

20.01 Deduction from Salary

- (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 in the classifications covered by this agreement, provided that such deductions will not start until the calendar month following hire, and to the extent that sufficient unencumbered earnings are payable to the employee.
- (b) The Company will remit the sum deducted, together with a list of the employees from whom deductions have been made, to the Union within fifteen days of the pay date.
- (c) It is the responsibility of the Union to advise the Company in advance of any changes in the monthly dues. The amount deducted as monthly dues may be changed on presentation by the Union to the Company of evidence that this change is in accordance with the constitution and the by-laws of the Union concerned.

20.02 Information for New Employees

Each new employee on reporting for duty will be:

- (a) Furnished with a copy of the Collective Agreement.

- (b) Informed of the names of the Union and the Union Steward who will represent him (to the extent that the Union keeps the Company informed).

ARTICLE 21 - MISCELLANEOUS

21.01 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. No other notice shall be placed on these boards by the Union without the permission of the Company.

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

21.03 Technological Change

All questions relating to technological change that the parties are unable to resolve shall be dealt with under the provisions of the Canada Labour Code, Part I, sections 51 through 55.

21.04 Biennial Convention

As long as the Union requests it in writing at least ten (10) calendar days in advance, the Employer will grant leave with pay to two (2) employees chosen by the Union to attend the MPFFA Biennial Convention. This leave will not exceed thirty six (36) hours of paid leave per individual and any resulting shift coverage will be provided by the Union at no cost to the Company.

21.05 Indemnification

- (a) CNL shall pay all reasonable legal expenses and costs with respect to any criminal or civil action taken against or in respect of a member provided that:
 - i) Such action arises out of a member's action while engaged in his/her duties as a Nuclear Security or Response Force Officer, and
 - ii) Such action did not constitute a gross disregard or gross neglect of his/her duties as a Nuclear Security or Response Force Officer.
- (b) CNL shall pay all reasonable legal expenses and costs with respect to any criminal investigation taken against or in respect of a member provided that:
 - i) Such investigation arises out of a member's action while engaged in his/her duties as a Nuclear Security or Response Force Officer,

- ii) Such action did not constitute a gross disregard or gross neglect of his/her duties as a Nuclear Security or Response Force Officer, and
- iii) The member has been first Chartered and Cautioned in the criminal investigation.
- (c) CNL shall indemnify and save harmless any member from any action, claim, cause or demand whatsoever that may be made or arises out of the member carrying out the duties of a Nuclear Security or Response Force Officer except where the action of the member constitutes a gross disregard or gross neglect of his/her duties as a Nuclear Security or Response Force Officer provided that member and his/her counsel cooperate with CNL throughout the entire course of the action.
- (d) A member may be personally disciplined pursuant to CNL policies and procedures. Where a question arises whether such discipline is in accordance with CNL policies and procedures, the matter should follow the grievance process in the member's respective Collective Bargaining Agreement (CBA). In the event that a grievance judgment is obtained which rules that the matter referred is not in accordance with the CBA, CNL shall be liable for all legal costs, fees or expenses.
- (e) Provided the member's actions do not constitute gross disregard or gross neglect of his/her duties as a Nuclear Security or Response Force Officer, CNL shall provide legal counsel for any members subpoenaed to attend at a Fatality Inquiry Board Hearing. Where CNL counsel determines there is a conflict between the Company and the interests of the member, CNL will pay reasonable legal expenses and costs for counsel retained by the member. CNL will notify the member in writing as soon as practicable if CNL will or will not provide legal counsel for the subpoenaed member.
- (f) The provisions of this Article apply to retired members, who incur legal costs and expenses with respect to actions they undertook while engaged in the execution of their duties as Nuclear Security or Response Force Officers.
- (g) CNL shall have the right to tax all accounts for which it is liable pursuant to the provisions of this Article.

ARTICLE 22 - TERMINATION COMPENSATION

Effective May 25, 2015 accrual of termination compensation ceases.

22.01 General

- (a) An employee who is terminated, or is laid off will be paid at the time of separation any earned vacation compensation in accordance with Article 13.07

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 described in Articles 22.02, 22.03, 22.04 and 22.05.

22.02 Death

Following the death of an employee, the widow(er) or estate will be paid a death benefit equal to (1) week pay per completed year of continuous service, less any period in respect of which he was previously granted termination compensation, with a minimum of two weeks' pay and a maximum of (30) weeks' pay.

22.03 Layoff

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

- (a) laid off for the first time, will be paid an amount equal to (2) weeks' pay for the first and (1.5) week's pay for each succeeding completed year of continuous service, less any period in respect of which he was previously granted termination compensation, up to a maximum of 45 weeks' pay.
- (b) laid off for a second or subsequent time, will be paid an amount equal to (1.5) 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 45 weeks' pay.

22.04 Voluntary (Retirement or Resignation) Termination

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

ARTICLE 23 – PROGRESSION TRAINING AND QUALIFICATION

23.01 Training

- (a) Both the Company and Union recognize training as an important component of emergency response as it promotes firefighter safety and crew effectiveness.

Training requirements will conform to recognized standards such as, but not limited to the following: NFPA, CNSC, Red Cross, I.F.S.T.A.

- (b) All employees directed to give or take Fire Department Training within the Fire Department during off duty hours shall be compensated accordingly.
 - (c) All non-mandatory courses/training approved by the employer shall be made available based on departmental needs. If more than one employee meets the course pre-requisites the following factors shall be taken into consideration:
 - a. Organizational needs
 - b. Seniority
- Note:** There shall be no reimbursement for all non-mandatory courses.
- (d) All mandatory training shall be done during normal working hours. If this is not possible and the member volunteers to come in on their time off they will be compensated at the applicable overtime rate, or time off in lieu, earned at the applicable overtime rate, for all hours worked.
 - (e) Employees requesting time off for courses shall follow departmental policy.
 - (f) The employer agrees to maintain an amount of money in its annual budget for training and continuing education opportunities for courses to its employees.
 - (g) It is the intent of the employer and the employee that wherever possible, to notify the other of their intentions regarding attendance at training at least ten (10) shifts in advance.
 - (h) All employees are required to maintain the skills necessary for the nature of their job. Where employees are unable to successfully meet the testing requirements of the training program, the training model will apply (Appendix 'E').
 - (i) All required medical and psychological evaluation as prescribed shall be undertaken by each employee. A licensed and qualified medical practitioner shall administer the required evaluations. Proof of medical qualification shall be provided by the medical practitioner to the Company. Medical costs for evaluations arranged through the Company shall be paid for by the Company. Where employees are unable to successfully meet the medical testing requirements, workplace accommodation will apply in accordance with the *Canadian Human Rights Act*.

23.02 Health and Wellness

- a) The parties agree that Fire Fighter/NSOs and NSOs should maintain a high level of physical fitness and health.

- b) To achieve this high level of physical fitness, a Labour/Management Wellness and Fitness Joint Committee shall be maintained comprised of two (2) representatives and two (2) Union representatives.
- c) It is jointly recognized that Wellness and Fitness initiatives shall be success oriented, allow for on-duty time to participate utilizing apparatus provided on site, provide for rehabilitation and remedial support for those in need, and be reasonable and equitable to all participants.
- d) Operational requirements permitting, employees may be scheduled for a minimum of one and one-half (1½) hours per 12-hour shift during their working hours to prepare for and exercise in order to maintain their physical fitness, with apparatus provided and maintained by the Company. The joint committee will review the exercise facilities and equipment as part of its mandate, and oversee improvements or changes implemented as a result of its decision. A minimum of \$2500 per budget year will be allotted for these upgrades, with those funds carried over to the next budget year (to a maximum of \$5000) if not utilized.
- e) To promote physical fitness and health, professional assessment and follow-up advice, including personal exercise and diet programs, shall be provided by a qualified individual.

23.03 NSO Physical Fitness Qualification

- a) Employees shall participate in annual NSO physical fitness testing based upon job related tasks. Fitness tests shall be assessed and validated by a qualified organization.
- b) An employee not successfully completing annual fitness testing shall be provided with additional fitness training time, and encouraged to consult with the department fitness professional. Retesting shall be administered according to the model in Appendix F.

23.04 Firearms Qualification

- a) Employees shall participate in annual Firearms Qualification testing, based on job related competencies. Firearms Qualification tests shall be assessed and validated by a qualified individual or organization.
- b) Competencies will be assessed using the model included in Appendix G.

ARTICLE 24 - DURATION AND AMENDMENT OF AGREEMENT

- 24.01 This Agreement and the attached schedules shall become effective on the date following receipt of written confirmation of ratification and shall remain in full force and effect until 2021 March 31 and from year to year thereafter, unless amended or terminated in the manner later provided 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 2021 January 1, and 2021 January 31, inclusive. Whenever notice is given, the proposed amendments must be specified in the notice and until satisfactory conclusion is reached in the matter of proposed amendments, the original provisions shall remain in effect.

IN WITNESS WHEREOF the parties hereto have, this ____ day of _____, 2017 executed this Agreement by the hands of their proper officers.

ON BEHALF OF THE
CANADIAN NUCLEAR LABORATORIES
CNL WHITESHELL LABORATORIES

ON BEHALF OF THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, CNL, LOCAL F-160

Allan Caron

Trevor Gesell

Alanna Wilcox

Art Alex

Chad Newton

Brendon Clayton

APPENDIX "A"

Extract from certification of the Canada Labour Relations Board dated the 13th day of January, 1971:

"A unit of employees of Atomic Energy of Canada Limited, Ottawa, Ontario comprising all employees of the protective services section of the Respondent's Whiteshell Nuclear Research Establishment, Pinawa, Manitoba, who are classified as protective services firefighters, excluding section head, supervisor, captain, foremen, professional, technical, office and administrative employees, and all employees covered by previous certifications issued by the Canada Labour Relations Board."

APPENDIX "B"

CLASSIFICATION AND RATE SCHEDULE 2015– 2021

Firefighter/Nuclear Security Officer

Classification	% of 1st Class	Milestone Date	2015 April 01	2016 April 01	2017 April 01	2018 April 01	2019 April 01	2020 April 01
5th Class Firefighter	60%	6 months	\$48,859	\$50,325	\$51,835	\$53,649	\$55,795	\$57,469
4th Class Firefighter	70%	6 months	\$57,002	\$58,712	\$60,474	\$62,590	\$65,094	\$67,047
3rd Class Firefighter	80%	6 months	\$65,146	\$67,100	\$69,113	\$71,532	\$74,394	\$76,625
2nd Class Firefighter	90%	6 months	\$73,289	\$75,487	\$77,752	\$80,473	\$83,693	\$86,204
1st Class Firefighter	100%		\$81,432	\$83,875	\$86,391	\$89,415	\$92,992	\$95,782
Junior Lieutenant	105%		\$85,504	\$88,069	\$90,711	\$93,886	\$97,642	\$100,571
Senior Lieutenant	110%		\$89,575	\$92,262	\$95,030	\$98,356	\$102,291	\$105,360

Nuclear Security Officer

Classification	Milestone Date	2015 April 01	2016 April 01	2017 April 01	2018 April 01	2019 April 01	2020 April 01
Security Officer Trainee	6 months	\$49,203	\$49,941	\$50,690	\$51,451	\$52,222	\$53,006
Security Officer Trainee	6 months	\$51,440	\$52,212	\$52,995	\$53,790	\$54,597	\$55,415
Security Officer Trainee	6 months	\$53,760	\$54,566	\$55,385	\$56,216	\$57,059	\$57,915
Security Officer	3 months	\$59,178	\$60,066	\$60,967	\$61,881	\$62,809	\$63,752
Security Officer	3 months	\$61,436	\$62,358	\$63,293	\$64,242	\$65,206	\$66,184
Security Officer		\$63,746	\$64,702	\$65,673	\$66,658	\$67,658	\$68,673

NOTE: Firefighter/Nuclear Security Officer salary includes an adjustment to recognize a continuous shift work schedule. Both the Firefighter/Nuclear Security Officer and the Nuclear Security Officer salary table reflect an average 42-hour workweek. Any adjustment to the average workweek or assignment to a regular workweek per Article 16.02 will result in a corresponding adjustment to the annual salary.

Rate Table Footnotes

- (1) This annual salary will be paid over 26 bi-weekly pay periods.
- (2) 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.
- (3) A normal day's pay is calculated by dividing the bi-weekly pay amount by the number of days normally worked in a period.

SERVICE RECOGNITION

YEARS OF SERVICE	PERCENTAGE OF Firefighter/NSO				
		Effective APRIL 1 2017	Effective APRIL 1 2018	Effective APRIL 1 2019	
8		1.00%	2.00%	3.00%	
17		2.00%	4.00%	6.00%	
23		3.00%	6.00%	9.00%	

SHIFT TURNOVER effective 2016 April 1

Employees eligible for Shift Turnover are Firefighter/Nuclear Security Officers and Nuclear Security Officers who are required to gear-up and down at the beginning and end of every shift. These employees will have their basic salary increased as outlined below for the duration of their shift assignment.

Schedule	Firefighter/NSO	NSO
8.5 Hour	Included in hours of work	Included in hours of work
10.5 Hour	Included in hours of work	Included in hours of work
12 Hour	1200.00	1200.00

NOTE: The above premiums are based on a normal shift turnover time of 15 minutes. This premium is only applicable if employees are required to carry firearms.

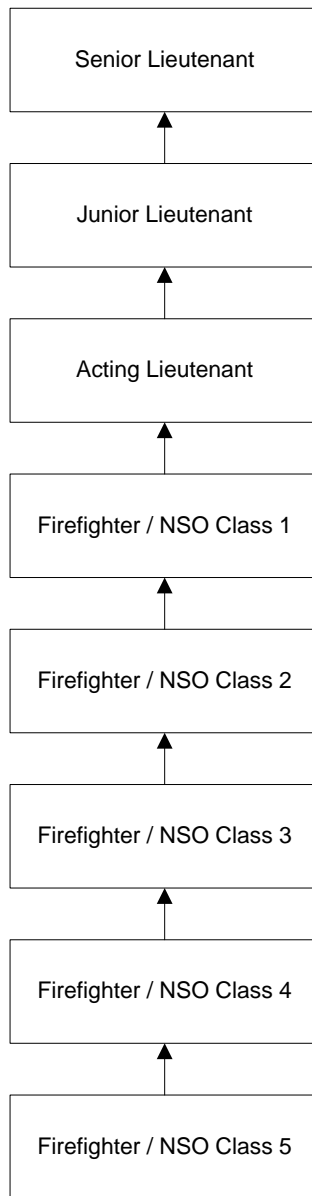
APPENDIX "C"

VACATION PLAN

Employee's Length of Service At Start of Vacation Year (April 01)	No. of Hours Vacation Available in the New Vacation Year
½ but less than 6 years	120 hours
6 years but less than 7	128 hours
7 years but less than 8	136 hours
8 years but less than 9	144 hours
9 years but less than 10	152 hours
10 years but less than 14	160 hours
14 years but less than 16	168 hours
16 years but less than 18	176 hours
18 years but less than 20	184 hours
20 years but less than 22	192 hours
22 years but less than 23	200 hours
23 years but less than 25	208 hours
25 years but less than 27	216 hours
27 years but less than 29	224 hours
29 years but less than 31	232 hours
31 years or more	240 hours

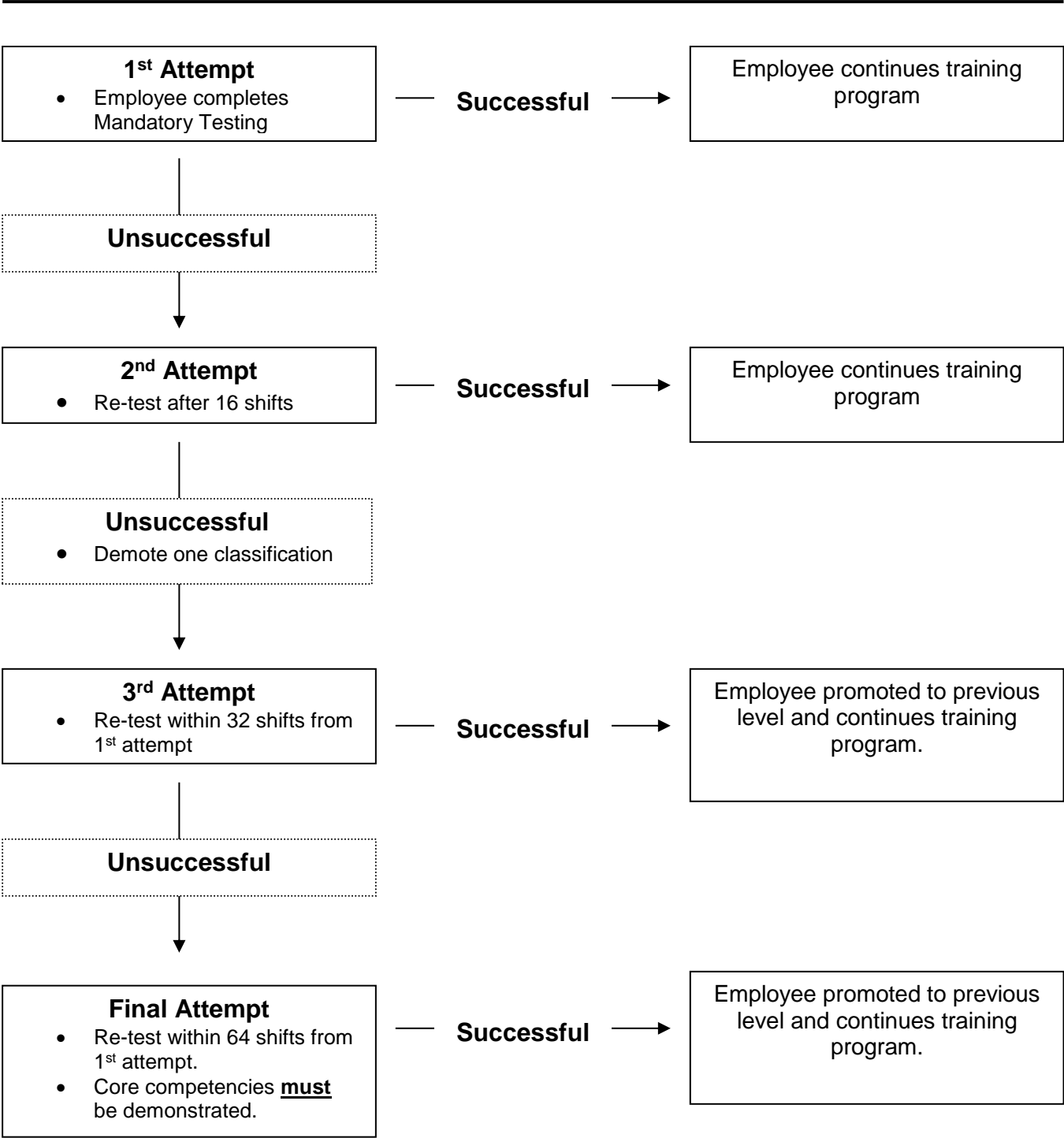
NOTE:(1) Effective 1 April in the year following employment, an employee will be entitled to vacation credits in accordance with the above chart; thereafter, they will be credited with any eligible previous CNL service.

Progression Model



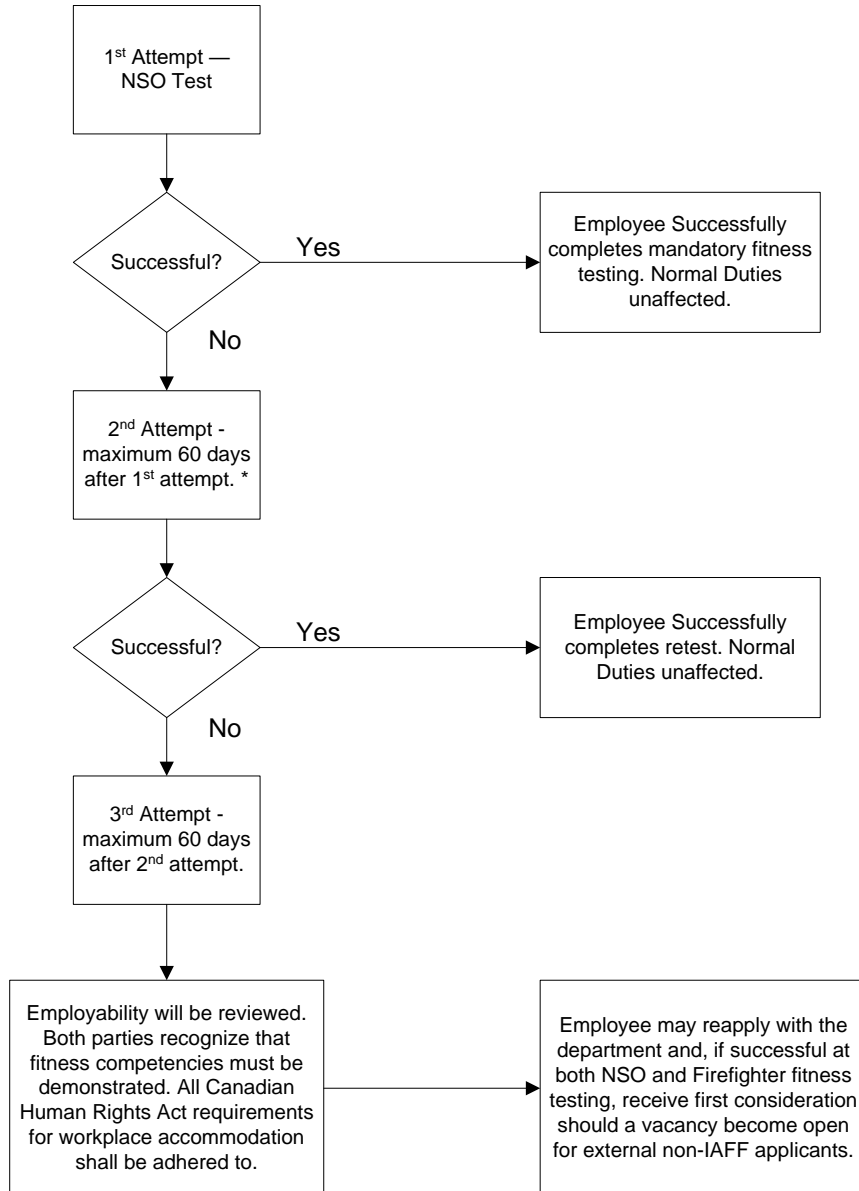
Career Development Program correlates to the wage classification structure and is a progression from entry level to Senior Lieutenant.

Skills Training Model





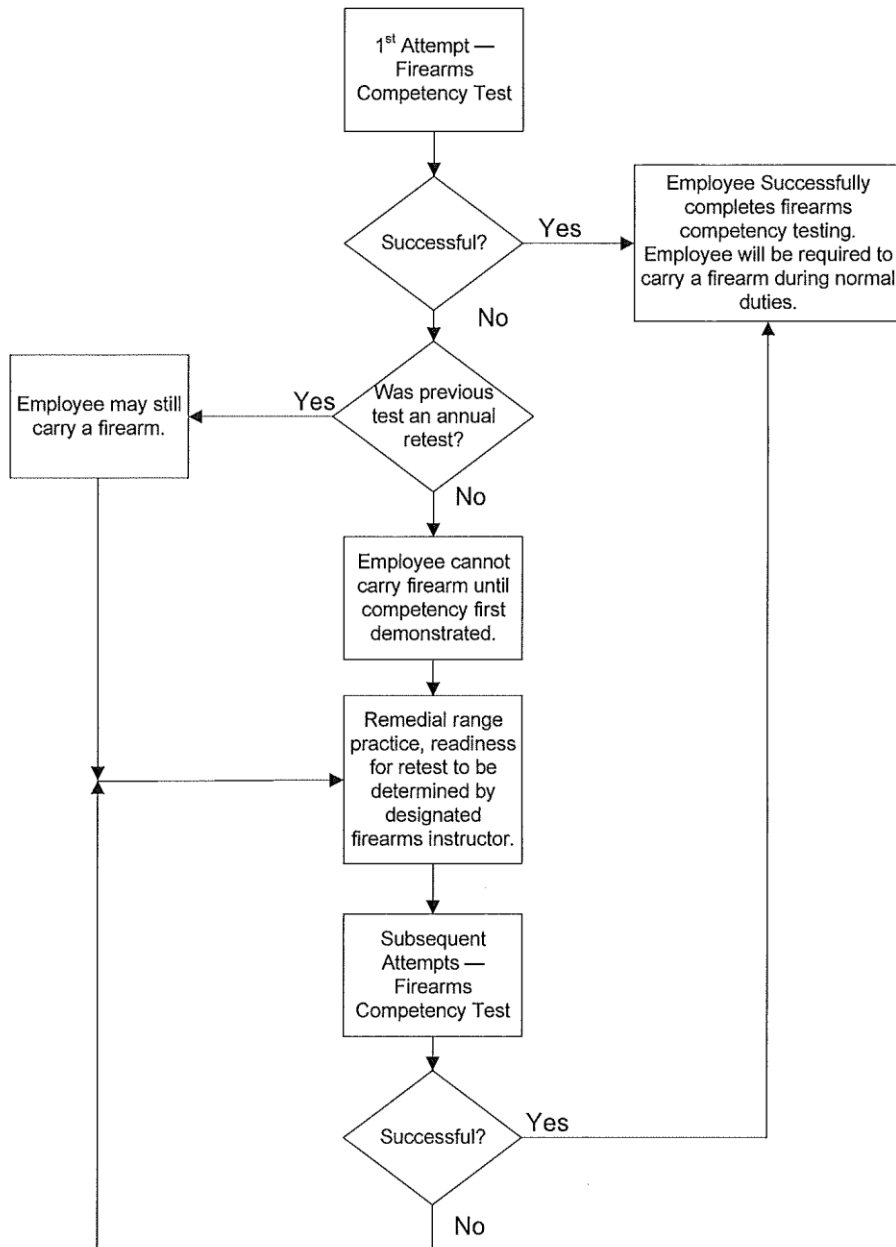
NSO Fitness Testing Model



* Without NSO and / or Firefighter designation, employee is not eligible for overtime or mutual exchanges, and will be subject to response restrictions as identified by applicable standards, the Union and Management



Firearms Testing Model





Shift Schedule

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
D	D	N	N	Off	Off	Off
Off	D	D	N	N	Off	Off
Off	Off	D	D	N	N	Off
Off	Off	Off	D	D	N	N
Off	Off	Off	Off	D	D	N
N	Off	Off	Off	Off	D	D
N	N	Off	Off	Off	Off	D
D	N	N	Off	Off	Off	Off

The "D's" are day shifts and 12 hours worked. The "N's" are night shift and 12 hours worked. An 8 week cycle consists of a total of 336 hours worked. This is an average of 42 hours per 7 day work week.



SUPPLEMENTARY LETTER

2016 December 12

Mr. Trevor Gesell
President, International Association of Firefighters
Local F-160
Pinawa, MB R0E 1L0

Dear Trevor:

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

1) 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. 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 also be discontinued by either party with a minimum of 30 calendar days' notice.

2) Disciplinary Notation

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 3 years. If however, the employee(s) conduct requires that a subsequent notation be placed on file within the 3-year period all such notations would remain on file for a period of 3 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.

3) Productivity Premium

For the duration of this agreement members of this bargaining unit will be paid a productivity premium of 2% of normal salary during the course of providing instruction for which the company has a commercial contract.

4) Transportation in Overtime Situations

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 in accordance with the WL Supplement to SPP-5.18 (Travel).

5) 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.

6) 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 equivalent to 90% of net salary in accordance with the current Provincial legislation for the Workers' Compensation Act. For the purposes of calculating 'net salary' the gross monthly pay will be reduced by the normal deductions for Income Tax, Canada Pension Plan and Unemployment Insurance deductions. 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 salary (less normal payroll deductions).



- (c) When such a claim is accepted by the Board as compensable, the employee's salary 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.

7) 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.

8) Contracting Out

It is the intent of the Company that contracting out will not adversely affect employees in the Bargaining Unit. If any dispute arises from this policy, the matter will be discussed forthwith by representatives of the Union and the Company. The Company shall take all reasonable steps to ensure that no employee of the Bargaining Unit is laid off due to such contracting out.

In the event the Union and the Company are unable to resolve or otherwise dispose of the matter, any subsequent grievance will be dealt with under the grievance procedure as outlined in Article 9, commencing at the third step.

9) Site Senior Officer (Off Shift)

When the Company determines there is a vacancy for a Site Senior Officer (Off Shift), there will be a competition from among employees in the Lieutenant classification, or upon mutual agreement, a competition will be conducted from members of the bargaining unit. Such competition will be conducted in accordance with Article 11.01.

10) Policies and Procedures

The provisions of all policies referenced in this agreement will remain in force during the life of this agreement. Provisions and rates may be upgraded but will not be reduced.



11) Casual Employees

Casual employees are those employees hired on a roster for an indefinite period of time and are only paid for the days worked.

This Agreement between the Company and the Union deals with matters as it pertains to the hiring of casual employees for undefined periods of time. The following conditions apply to casuals:

- (a) Casual employees will not work in excess of 15 work periods (shifts) per 6-week work period (75% of full-time). Under special circumstances and upon mutual agreement between union and management, a casual may work more than 75%.
- (b) No full-time or part-time continuing employee will be laid off while a casual employee is retained in that classification.
- (c) Casual employees will not work overtime (holdover) when full-time and part-time employees are available and willing to work.
- (d) An employee on layoff with recall rights will be given first option for casual work assignments as long as they meet the normal requirements of the position. Acceptance or rejection of casual work assignments will have no impact on recall rights.
- (e) Casual employees will be excluded from accruing seniority, will not be given layoff notice and will not have recall rights.
- (f) Casual employees will not be eligible for enrolment in Company benefit programs. They are eligible for coverage under Workers' Compensation Act and will receive vacation pay at the rate of four per cent (4%) of earnings payable on each respective pay. Statutory Company holidays will be paid consistent with regulations of the Canada Labour Code.
- (g) A sequence of casual assignments will not be used to displace a full-time continuing position.
- (h) At any given time, there shall be no more than 25% casual to permanent staff ratio either on staff levels or shift complement.
- (i) Casual employees are required to maintain the qualifications necessary for their job and for which they have been trained. The Company is responsible for training casual employees and ensuring their qualifications are recorded on a checklist.



- (j) In the case of continuing employment, subject to successful completion of testing and evaluation, hours worked by casual employees will be credited towards progression for classification at a higher Class.

12) Uniforms

- (a) An initial uniform issue will be made to the Security Officers following hire.
- (b) Replacement uniforms or portions thereof will be issued on an “as required” basis.
- (c) The spring/fall jacket will be issued to every Security Officer on an “as required” basis but no more often than every fifth (5th) year.
- (d) The winter jacket will be issued on an “as required” basis but no more often than every sixth (6th) year.
- (e) Suitable outerwear for inclement weather will be made available.

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

Yours truly,

Allan Caron,
Chair, CNL Negotiation Committee

Accepted on behalf of the IAFF, Local F-160

Trevor Gesell
President, IAFF Local F-160



SUPPLEMENTARY LETTER #2

2016 December 12

Mr. Trevor Gesell
President, International Association of Firefighters
Local F-160
Pinawa, MB R0E 1L0

Dear Trevor:

This is to record agreement between Canadian Nuclear Laboratories and the IAFF, local F-160 on matters which are supplementary to the Collective Agreement covering the period of 2015 April 1 – 2021 March 31:

Training Initiative

It is the intention of the Atomic Energy of Canada Limited (referred to as the “Employer”) and the International Fire Fighters’ Association, IAFF, local F-160 (herein referred to as the “Union”) to discharge the following concerning the research, development and implementation of an overall “Training Program” within the Emergency Services Operations at the Whiteshell Laboratories:

A Training committee shall be comprised of equal representation being two (2) representatives appointed by the Employer and two (2) representatives appointed by the Association. Additional representatives may be permitted with mutual consent of the parties. This committee shall provide oversight, direction, and recommendations regarding the training program. The scope of the program and of the committee shall include but is not limited to:

- Determining the demonstrated competencies and weighting associated with the success criteria within each module.
- Ensuring the overall success criteria maintains a minimum of seventy per cent (70%) per module.
- The training shall be based on “Adult Learning” principles.

It is understood that, in the interest of promoting successful outcomes, sufficient training opportunities, based on industry standards, will be provided prior to testing.

Yours sincerely,

Allan Caron
Chair, CNL Negotiation Committee



SUPPLEMENTARY LETTER #3

2016 December 12

Mr. Trevor Gesell
President, International Association of Firefighters
Local F-160
Pinawa, MB R0E 1L0

Dear Trevor:

This is to record agreement between Canadian Nuclear Laboratories and the IAFF, local F-160 on matters which are supplementary to the Collective Agreement covering the period of 2015 April 1 – 2021 March 31:

Wellness Initiative

The parties agree that the Labour/Management Wellness and Fitness Committee, referred to in Article 24.02 b) of the Collective Agreement will research, provide recommendations and program oversight towards bringing Emergency Services Operations into compliance with NFPA standard 1500.

Yours sincerely,

Allan Caron,
Chair, CNL Negotiation Committee



MEMORANDUM OF AGREEMENT

BETWEEN

**CANADIAN NUCLEAR LABORATORIES
("THE COMPANY")**

AND

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL F-160
("THE UNION")**

Re: Average Hours of Work

WHEREAS, members of The Union possess unique skills not possessed by others in the Company;

AND WHEREAS, The Company must meet minimum staffing requirements as per the Canadian Nuclear Safety Commission for security and fire, necessitating on occasion, overtime to ensure that operational and safety requirements are met;

AND WHEREAS, because the rural location of the Company provides additional recruitment and retention challenges, the parties have selected a 26 week averaging period to accommodate our vacation peak periods each summer and during school breaks and to cover for unexpected sick leaves;

AND WHEREAS the purpose of this Agreement is also to ensure compliance with the *Canada Labour Code*, including sections 169 to 172 thereof, by establishing an agreement in writing to calculate the 26 week averaging period for actual hours worked per week;

AND WHEREAS this Agreement applies only to Shift Employees, as defined at Article 16.03 of the Collective Agreement, and is designed to ensure they get sufficient rest;

AND WHEREAS this Agreement does not change the way overtime is calculated or assigned (unless an employee has reach his/her maximum) nor does it change the Hours of Work of Shift Employees as set out at Article 16.03 of the Collective Agreement;

THE PARTIES AGREE AS FOLLOWS:



1. Unless specifically provided herein, nothing in this Agreement changes or alters the Collective Agreement in any way. As a result the current scheduling of Shift Employees as set out at Article 16.03 and the NOTE at Appendix B shall remain unchanged.
2. The parties to this Agreement shall institute a 48 hour averaging of actual hours worked per week, to be calculated in two (2) averaging periods of 26 weeks each calendar year:
 - (i) January 1 to June 30
 - (ii) July 1 to December 31.
3. For greater certainty, vacation time, sick time and all other non-working time shall not be included in the 48 hours per week averaging calculation of actual hours of work.
4. Pursuant to sections 169 to 172 of the *Canada Labour Code*, Shift Employees may only have worked an average of 48 actual hours per week at the end of each averaging period.
5. The Union shall be notified during the 20th week of each 26 week averaging period if the Company believes that a Shift Employee is trending to exceed, or who has actually exceeded the average of 48 actual hours of work per week. The Union and the Company shall forthwith meet to discuss a strategy to bring the Shift Employee into compliance by the end of the 26 week averaging period.

Signed this ____th day of _____, 2017 at Pinawa, Manitoba.

On Behalf of
Canadian Nuclear Laboratories

On Behalf of
IAFF, Local F-160

Allan Caron, Chair, CNL Negotiation
Committee

Trevor Gesell, President IAFF F-160



MEMORANDUM OF AGREEMENT

between

**CANADIAN NUCLEAR LABORATORIES
("THE COMPANY")**

and

**THE INTERNATIONAL ASSOCIATION of Firefighters F-160
("THE UNION")**

Acting Assignments

The parties are committed to employee personal and career development. To this end, the parties agree upon the following terms to facilitate leaves of absence from their duties to fulfill an acting assignment outside of the bargaining unit.

It is agreed that:

1. Acting assignments may be made with the express voluntary agreement of the Company and employee involved.
2. Leaves of absence are limited to a maximum of one (1) year through the express voluntary agreement of the Company and employee involved. An extension to a maximum of two (2) years may occur with the express agreement of the employee involved and the Union. No further extension shall be requested. The agreed upon period of leave may be shortened by either the Company or employee involved through provision of thirty (30) working days' notice, unless a shorter notice period is mutually agreed upon.
3. Employees on acting assignments will not be members of the bargaining unit, and dues will not be deducted nor remitted. The Collective Agreement will only apply as specifically indicated herein.
4. Any employee on an acting assignment under the terms of this Memorandum retains the right to be represented by the Union, or other person of his/her choosing, in relation to matters of discipline and/or discharge. The parties agree that discipline and/or discharge occurring during the leave period is properly subject to the grievance and arbitration provisions of the Collective Agreement.



5. Employees on acting assignment shall be eligible for continued salary and benefits administration under the terms of the Collective Agreement as is appropriate to each leave situation. Specific terms in this regard regarding temporary acting appointments are provided below.
6. Upon completion of the acting assignment, the employee will be returned to his/her previous bargaining unit position. Length of service with the Company shall be unbroken as a result of the acting assignment.
7. Should his/her position no longer exist or in the event of a potential lay-off situation, an employee on acting assignment shall be treated as if he/she were encumbering his/her substantive position. The employee shall be both entitled to and subject to all provisions of Articles 11 and 22 of the Collective Agreement.
8. In the event of a strike or lockout, employees will be returned to the bargaining unit.
9. When an employee is required to perform the duties through an acting assignment, the employee's salary will be increased by an amount equal to five per cent (5%) of the employee's current salary effective on the first day of the acting assignment.
10. It is understood in the event the incumbent is the successful applicant through an Internal Competition to the position which he/she is acting in, the terms of this Memorandum of Agreement cease to apply.

Signed this ____th day of _____, 2017 at Pinawa, Manitoba.

On Behalf of
Canadian Nuclear Laboratories

On Behalf of
IAFF F-160

Allan Caron, Chair, CNL Negotiation
Committee

Trevor Gesell, President IAFF F-160



MEMORANDUM OF AGREEMENT

between

**CANADIAN NUCLEAR LABORATORIES
("THE COMPANY")**

and

**THE INTERNATIONAL ASSOCIATION of Firefighters F-160
("THE UNION")**

WHEREAS the parties wish to reach agreement on the introduction of a new job classification to be inserted into the new Collective Agreement, namely Nuclear Security Officer ("NSO");

AND WHEREAS the parties are desirous of establishing the following terms and conditions as part of agreeing to the inclusion of the new classification of NSO:

1. The parties agree that the current bargaining unit consists of:
 - (a) All non-casual and non-term employees whose names appear on the attached IAFF-F160 Seniority List as of the date of ratification (Attachment #1) (Company to supply the updated Seniority List).
2. The parties agree that for the purposes of this Agreement, the employees referenced in paragraph 1 above and Attachment #1 shall be known hereinafter as the "Current Bargaining Unit" ("CBU"). The parties agree that any employee who ceases to work for the Employer (except employees on leave or layoff) subsequent to the date of ratification, will be removed from the CBU list and Attachment #1.
3. The parties agree that the CBU is made up entirely of employees who are classified as Firefighters/Nuclear Security Officer as per Article 1.01.
4. The parties agree that the new Collective Agreement shall include the new classification of Nuclear Security Officer ("NSO") subject to the terms and conditions set out below:
 - (a) The parties agree for the life of this Agreement to maintain, or "grandfather" into the new Collective Agreement and all future Collective Agreements the Firefighter



levels set out in Appendix B1 of the old Collective Agreement. For greater certainty, those levels shall be referred to herein as the “Firefighter Levels” and are as follows:

5th Class Firefighter
4th Class Firefighter
3rd Class Firefighter
2nd Class Firefighter
1st Class Firefighter
Junior Lieutenant
Senior Lieutenant

- (b) The employees in the CBU, as described in paragraph 1 above, shall for the life of this Agreement be maintained, or “grandfathered” into the Firefighter Levels, subject to their progressions through the Firefighter Levels as provided for in the Collective Agreement.
- (c) The employees in the CBU shall continue to perform their primary roles as Firefighters, and their dual roles as NSO’s on an as needed basis, but shall be paid for all time worked, as is currently the case, on the basis of their respective Firefighter Levels.
- (d) the NSO’s shall be included in the Seniority List, and shall be added to that List in order of date of hire, but below all employees in the “CBU”.
- (e)
 - (i) the new employees classified as NSO’s shall be paid a salary, as negotiated between the parties. In all other respects, these new NSO’s shall be subject to the Collective Agreement in its entirety unless the Collective Agreement provision conflicts with this Memorandum of Agreement, in which case this Memorandum of Agreement shall prevail to resolve the particular conflict.
 - (ii) in the event that an NSO becomes trained and works as a Firefighter on a sporadic basis, that NSO shall be paid the applicable Firefighter rate for all hours or parts thereof when he/she works as a Firefighter. For greater certainty, these dual trained NSO/Firefighters may perform work as a Firefighter on an acting basis only, and only for a reasonable period of time to answer short-term staffing requirements. These dual trained NSO/Firefighters cannot be used to avoid the hiring of Firefighters to meet staffing requirements.
- (f) The employees in the CBU, as described in paragraph 1 above, shall not be laid off unless all NSO’s have been laid off first. Such layoff of employees in the CBU shall only be for valid business reasons and subject to the layoff, recall and seniority provisions in the Collective Agreement. CNL cannot recall or hire new NSO’s unless all employees in the CBU have first been recalled, or refused recall as per



the Collective Agreement, from layoff to their former positions and their former Firefighter Levels in the CBU.

5. This Memorandum of Agreement shall remain in full force and effect until the last employee has left the CBU voluntarily. In the event that the departure of the last employees from the CBU is the subject of a grievance, this Agreement shall remain in full force and effect.

Signed this ____th day of _____, 2017 at Pinawa, Manitoba.

On Behalf of
Canadian Nuclear Laboratories

On Behalf of
IAFF F-160

Allan Caron, Chair, CNL Negotiation
Committee

Trevor Gesell, President IAFF F-160



20 July 2016

Trevor Gesell
President, IAFF-I160

Dear Mr. Gesell,

As of September 13, 2015, new CNL employees have been ineligible to join the Public Service Pension Plan (PSPP) as detailed in Article 15 of the Collective Agreement.

A joint Pension Council with representatives of all stakeholder groups was established in December 2015 to conduct a shared education process exploring potential interim and long-term pension plan options. As of this time, there are three outcomes of the Pension Council process:

- (1) CNL has set up a defined contribution pension plan for management and non-bargaining unit employees hired after September 13, 2015. This is intended to be an interim pension vehicle until terms and conditions are agreed upon for a pension plan for all CNL employees to move into when the three-year transition period in the PSPP is complete in September 2018.
- (2) A process is underway in an effort to reach agreements allowing unions to opt for their member CNL employees to join the Canadian Energy and Related Industries (“CERI”) defined contribution pension plan on terms to be agreed upon.
- (3) A process is underway with the Pension Council to determine whether it is possible to create a target benefit pension plan in which all CNL employees would participate at the end date of the three-year PSSA transition in September 2018.

The Company agrees that should the Union so choose, its members hired since September 13, 2015 may join the CNL Pension Plan for Non-Bargaining Unit Employees, on the current terms of that Plan. The Plan description is attached. Alternatively, IAFF-I160 may opt for its members to join the CERI pension plan as soon as agreement is reached on #2 above and with a view to achieving #3 above.

In either case, the Company undertakes that employee pension contribution levels will be no less than the 2016 contribution rates for PSPP Group 2 employees (those hired on or after January 1, 2013), with a 100% employer match on employee contributions, to a combined maximum of up to 18% of pensionable earnings (current maximum under Income Tax Act).



In either case, pension plan membership will be retroactive to the employee's start date in 2016, or, in the case of employees hired between September 13, 2015 and December 31, 2015, retroactive to January 1, 2016. The Company will provide employees with the opportunity to make retroactive contributions as a single or multiple payments by cheque, or a single or multiple contributions through payroll deduction, with any such payments to be made within calendar year 2016 in accordance with pension legislation and regulations.

As it is not possible to make retroactive contributions outside of the current calendar year into a registered pension plan, the Company is prepared to make a lump sum payment equivalent to the employer contribution that would have been made on 2015 pensionable earnings to employees hired between September 13, 2015 and December 31, 2015. The Company is further prepared to make any such payments into employees' personal Registered Retirement Savings Plans (RRSPs) if directed to do so by the employee and assuming the employee has RRSP contribution room as required by governing legislation.

Yours truly,

Esther Zdolec
Vice President, Human Resources