

2016 – 2021 AGREEMENT

Between

CANADIAN NUCLEAR LABORATORIES

**known as
CNL**

And

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA
LOCAL 254**

Representing

Specified Employees of the

**WHITESHELL LABORATORIES
PINAWA, MANITOBA**

2016 April 1 to 2021 March 31

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AGREEMENT

BETWEEN:

**CANADIAN NUCLEAR LABORATORIES
CNL**

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

- and -

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA
LOCAL 254**

**as represented by Whiteshell Local 254,
hereinafter known as "The Union".**

GENERAL PURPOSE

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

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

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

The Company and the Union recognize the benefits to be derived from a healthy and safe work environment. The Company, the Union and employees have the responsibility to protect their own health, and safety, that of their fellow employees and that of the public. The Company, the Union

and employees must learn and comply with the safety rules applicable to the proper discharge of their employment responsibilities.

ARTICLE 1 - RECOGNITION

- 1.01 The Union, party to this Agreement, has been certified by the Canada Labour Relations Board, now the Canada Industrial Relations Board, as bargaining agent for certain employees of the Company as defined in the extract of the certification given in Appendix "A".
- 1.02 This Collective Agreement covers the employees, described in Article 1.01 above of this Agreement. The classifications covered by this bargaining unit may be amended by mutual agreement of the parties.

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

Working conditions, benefits, leave, rate of pay and overtime administration for term employees are defined under applicable CNL Policies and Procedures and as defined in the Collective Agreement.

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 - NATIONAL SECURITY

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

ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

- 4.01 The 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 from one area in the plant to another, promote, demote, suspend, lay off and 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.

4.02 It is understood that none of the foregoing shall detract from the right of the employee to lodge a grievance in the manner and to the extent herein provided. Employees governed by this Agreement shall be covered by all Company rules and regulations issued by the Company, which are not in conflict with the terms and conditions of this Agreement.

ARTICLE 5 - NOTIFICATION TO UNION

- 5.01 The Company agrees that in case of promotion, demotion, suspension, lay off, reclassification, recall, discharge or assignments to work at other locations it shall notify the Recording Secretary of the Union of the action taken.
- 5.02 The Company shall make all Standard Policies and Procedures and amendments thereto which affect members of the Bargaining unit, available to employees and the Union.

ARTICLE 6 - UNION ACTIVITY

- 6.01 The Union will not engage in Union activities during working hours except as provided for in this Agreement. The Union must seek approval of the Company prior to scheduling and holding meetings at any time on the premises of the Company, including any meetings to be attended by non-employee representatives of the Union. A meeting room may be allocated to Union officials for meetings. The request for such allocation must be processed through management. None of the above requests/approvals will be unreasonably withheld.
- 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.

The Union further agrees that it shall not discriminate against any employee on any of the proscribed grounds of discrimination under the Canadian Human Rights Legislation.

- 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 in the Union.

The Company further agrees that it shall not discriminate against any employee on any of the proscribed grounds of discrimination under the Canadian Human Rights Legislation.

- 6.04 (a) The Union shall name a Shop Committee of not more than two members who shall be employees of the Company covered by this Agreement. The Company will be advised of this Committee and of any changes thereto.
- (b) The Union may designate and the Company shall recognize Shop Stewards for each work area. The Company shall be kept informed of the name of each Shop Steward and the work areas he represents.
- (c) The Company acknowledges that from time to time it will be necessary for employees serving as Union President or his designate, Shop Committee, or Shop 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.
- (d) In accordance with the above understanding the Company shall compensate employees holding Union Office for authorized time spent in handling grievances during their regular working hours, to a reasonable amount of time as determined by the Company in any week, at their regular rate of pay. This shall in no case apply to time spent on such matters outside of their regular working hours.
- (e) 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.
- 6.05 Leave of absence without pay, not to exceed a total of 12 working days annually (exclusive of negotiations) shall be made available to the Union for the purpose of permitting its members to attend Union business distant from WL. Normally, not more than three members shall be absent on such leave at any one time and this leave shall be governed by the Company's regulations concerning leave without pay. The foregoing does not preclude the granting of additional leave, or the granting of leave for additional members, for such purpose by mutual agreement. While approval for such leave will not be unreasonably withheld, employees are urged to provide as much advance notice as possible to allow for appropriate coverage of duties during any absences.
- 6.07 If at any time during this contract, the employees represented by the Union should engage in a stoppage of work, the Union shall protect the Company's property from damage or destruction by requiring sufficient qualified employees to remain at work during the period of such work stoppage. The parties agree that prior to commencing bargaining on a renewal of this collective agreement, they will enter into a "Maintenance of Service" agreement as per the provisions of the Canada Labour Code.

6.08 For the purposes of negotiating amendments to the collective agreement, the Company will endeavour to provide two meetings rooms onsite at Whiteshell Laboratories for the purposes of meeting and for caucusing during negotiations. Where such meeting space is unavailable, costs for meeting facilities external to Whiteshell Laboratories will be shared equally by both parties.

Further, all time spent for the purposes of negotiating amendments to the collective agreement will be treated as leave of absence without pay for all bargaining unit committee members.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 In view of the orderly procedure established herein for the disposition of employee complaints and grievance, the Company agrees that there shall be no lockout and the Union agrees that there shall be no strike, slowdown, walkout or stoppage of work as 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 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 Chairmen will be as set out in the Terms of Reference for the Committee. Each meeting shall be limited to a period of no longer than two hours' duration, except by mutual agreement.

8.03 This Committee shall give consideration to matters which either party considers to be of mutual interest, affecting those employees covered by this Agreement, including changes to rules and regulations, promotion of education and training, the safeguarding of health and the prevention of hazards to life and property, and matters affecting employee welfare.

8.04 A meeting may be requested between Company representatives and the Shop Committee, the President and, if desired, the full-time 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.

8.05 Upon mutual agreement the parties may apply the provisions of this article to meetings between the Company and UA

ARTICLE 9 - APPRENTICES

9.01 The Company and the Union acknowledge that they have a mutual interest in the promotion of apprenticeship training and to this end agree to maintain a joint committee of two

members named by the Company and two union members, to make recommendations on apprenticeship training.

9.02 During the period of time that an employee is enrolled in a Red Seal apprenticeship the company shall pay the normal working wages of the employee at all times including periods of training. The company shall reimburse

- (a) Tuition
- (b) Books
- (c) Parking as per applicable procedure
- (d) Per Diem as per applicable procedure

In the Event the employee fails to successfully complete the red seal apprenticeship, or in the event the employee resigns or is terminated for cause within one year of completion, the employee will be required to reimburse the Company for tuition, books and examination fees.

In the event the employee resigns or is terminated for cause from one to two years of completion, the employee will be required to reimburse the Company for 50% of the above expenses.

ARTICLE 10 - GRIEVANCES

10.01 Definition of Employee Grievance

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

- (a) Affects such employees in their work, pay, entitlement to pension plan benefits or relations with the Company and arises under and by virtue of the application or interpretation of the provisions of this Agreement as to wages, hours, working conditions, safety, or the terms of their employment, or
- (b) Arises from alleged abuse of discretion by Company supervisors in their treatment of employees with respect to matters provided for in this Agreement, or
- (c) Relates to the discharge or discipline of an employee who is on a seniority list as provided under Article 12 of this Agreement where such employee believes that this was not for good, just or sufficient cause, except in the case of discharge for reasons of security (see Article 3.01).

10.02 General Grievance Regulations

- (a) The word "days" as used in this Article shall mean working days, except as otherwise provided.
- (b) The discussion and decision made on each grievance shall be limited to the matters specified in the grievance as filed or as amended pursuant to the Company's request. However, the Union may submit additional information to support the grievance at later steps provided the subject matter of the grievance remains unchanged.
- (c) The Company may request a more specific statement of the grievance, or subsequent replies, if the statements or reply does not clearly and sufficiently state the problems or the reasons.

- (d) After final disposition of a grievance is effected, the Company, the grievor and the Union shall each have a copy.
- (e) Any grievance not filed in writing with the appropriate Branch Manager or Designate within six days after the employee and/or the Union has the opportunity to be aware of the incident, which is the basis of the grievance, shall be deemed to have been waived and shall not be considered. Failure by the employee or the Union to take any successive steps herein provided for within the specified number of days shall be deemed as an acceptance of the last written decision.
- (f) Wage or classification adjustments granted as a result of a presentation of a grievance shall not be made retroactive beyond the date of the incident which is the basis for the grievance.
- (g) Any or all of the time limits applicable to grievance procedures may be extended by mutual agreement of the Union and the Company.
- (h) All written decisions on disputes and grievances arrived at by agreement between the Company and the Union Shop Committee on behalf of the Union, shall be binding upon the Company representatives and the employees represented by this Agreement.
- (i) At each step of the grievance procedure an escalation of management representative will occur.

10.03 Normal Employee Grievance Procedure

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

Step 1

A complaint on any matter coming within the scope of this Agreement must be discussed orally with his supervisor by the aggrieved employee either alone, or, at the request of the employee, in the presence of the Union Representative of his shop or section. If the employee has not requested the presence of a Union representative, prior to proceeding to the next step, the Union representative shall discuss the matter with the supervisor and the employee. At this time, the supervisor will be notified by the Union representative that Step 1 has taken place. In the event the complaint is not settled within two days, it then becomes a grievance, and

Step 2

- (a) The grievance shall be reduced to writing on a standard grievance form, setting out the date of the event giving rise to the grievance, the name of any person involved, other relevant facts and the remedial action requested. The grievance shall be signed by the employee and the Shop Steward or member of the Shop Committee and submitted to the appropriate Branch Manager or Designate within the time limits specified in Article 10.02 (e). If the appropriate supervisor considers that there should be a meeting to investigate this grievance the meeting shall be attended by Company representative(s), the grievor, the Shop Steward and/or Shop Committee Chairman. If the appropriate supervisor and the Union President agree, all or part of the Shop Committee will also attend. Upon receipt of a grievance the appropriate supervisor will investigate and submit his decision in writing to a member of the Shop Committee, within five days.

- (b) Within ten days after a member of the Shop Committee has received an answer from the appropriate supervisor, the grievance forms shall be returned to the same supervisor or designate, marked as satisfactory or unsatisfactory, with reasons in the latter case.

Step 3

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

10.04 Grievance Procedure for Discharge, Disciplinary Suspension and Disciplinary Demotion

- (a) In any case of discharge, (except for reasons of national security) disciplinary suspension or disciplinary demotion, the employee shall be advised of the reason.
- (b) Disciplinary suspensions and discharges shall be given in the presence of a Shop Steward or an executive member of the Local, if one is available, provided the employee does not object to a Shop Steward or executive member being present.
In the event representation was declined by the employee when a suspension or discharge was given, the employee shall have the right to see a Union representative, if one is available, prior to leaving the Company's premises.
In the case of any suspension or discharge, the provisions of Article 5.01 will apply.
- (c) Cases of claimed wrongful discharge, disciplinary suspension or disciplinary demotion shall be final and not entitled to consideration or subject to the grievance procedure or to arbitration unless filed within six days after the employee and an Officer of the Union have received notification (or all reasonable steps have been taken to notify them) of discharge or disciplinary action.
- (d) It is understood that a lay off due to lack of work or suspension of operations in any part of the Whiteshell Laboratories does not constitute a discharge or disciplinary suspension.
- (e) The sole question to be determined by the following procedures shall be whether or not the employee was discharged, suspended or demoted for improper or insufficient cause. If it is decided that the employee was wrongfully discharged, suspended or demoted, he shall be awarded reinstatement to his former job without loss of seniority and with full compensation for time lost at his regular wage rate, less any net wages or salary received by him from other sources during the period of discharge or suspension. The grievance may also be settled by deciding that the discharge, suspension or demotion given was for proper or sufficient cause. It is also understood that such a grievance may be settled by deciding that the penalty given to the employee was excessive, and that he should be reinstated with partial compensation for time lost.
- (f) Discharge Grievance

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

(g) Disciplinary Suspension and Disciplinary Demotion Grievance

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

10.05 Company Grievance

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

10.06 Union Grievance

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

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

ARTICLE 11 - ARBITRATION

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

- 11.02 Wage scales as shown on Appendix "B", negotiations, modification of the Agreement and questions not involving the application or interpretation of the Agreement shall not be arbitrable.
- 11.03 The matter to be arbitrated is the issue raised in the grievance.
- 11.04 Within fifteen working days (15) 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 either party may declare that the parties are at an impasse with regard to the naming of an arbitrator, and the matter shall be referred to the Minister of Labour of the Government of Canada with the request that the Minister appoint an arbitrator. If the party who filed the grievance fails to make such a referral within thirty (30) days of the notification of impasse, the grievance will be deemed to have been abandoned. It is understood that an extension to this mandatory time limit may be agreed upon by the parties, in writing
- 11.05 The cost of the services of the arbitrator and all of his other incidental costs shall be borne equally by both parties.
- 11.06 The decision of the arbitrator shall be final and binding on all parties concerned.
- 11.07 The 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 demotion, the arbitrator shall have the same discretion to make an award as is provided in Article 10.04 (e).

ARTICLE 12 - SENIORITY, PROMOTION, LAY OFF, RECALL AND TRANSFER

12.01 Governing Principles

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

12.02 Probationary Period and Seniority

(a) Probationary Period/New Hires

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

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

An employee who leaves the Bargaining Unit during this probationary period and is rehired during the 12 months following departure will not be considered a new employee, and will not be required to re-serve any of the probationary period previously served. During this probationary period and until a probationary employee shall obtain seniority status as herein provided, there shall be no obligation on the Company to retain the services of such employee or to re-employ him if he is laid off or discharged during such period.

(b) Seniority Lists

- (i) A seniority list shall be maintained by the Company for each classification. The seniority of an employee shall include his full period of service in his current classification at WL together with any additional credit under Article 12.02 (d). Such service must be unbroken by termination except as provided for in Article 12.04.
- (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 at the request of the Union.
- (iv) Should two or more employees have the same seniority date, seniority standing will be established by the following criteria which will be considered in the listed order until seniority is established:
 - (1) An employee with the greater length of continuous 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) Date of Application.

(c) Seniority Credits - Apprenticeship Service

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

(d) Leave of Absence

Employees on leave of absence shall accumulate seniority.

(e) Transfer or Promotion outside the Bargaining Unit.

Employees transferred or promoted to a CNL position, not covered by this Agreement will retain their seniority for one year following the transfer or promotion.

12.03 Lay Off

- (a) No employee on a seniority list will be laid off while a probationary employee is retained in the classification.
- (b) In the case of lay off, a Lead Hand with less than one year's service as a Lead Hand shall be considered to be in his basic classification.

- (c) In the case of a lay off in the Lead Hand classification the seniority of employees for this purpose will be considered to include only their period of service in the Lead Hand classification. An employee laid off from the Lead Hand classification will have seniority in the basic classification equivalent to the seniority accumulated both in the basic classification and in the Lead Hand classification. A Lead Hand who is designated for lay off in accordance with Article 12.01 (a) will have the alternative of being laid off, or of displacing an employee with less seniority in the basic classification provided he is qualified and capable of performing the required work.
- (d) The Company shall minimize lay-offs wherever possible, through attrition, redeployment, and re-training rather than layoff. Retraining subject to management approval.

12.04 Recall

- (a) When an employee, on a seniority list, is laid off due to lack of work or suspension of operations and does not otherwise voluntarily resign, he shall be retained on a recall list for a period equal to his seniority, but not exceeding two years, unless recalled to work within that period.
- (b) While on a recall list he will retain his seniority standing and any rights or benefits which he has accrued under the Pension Plan but will not be considered as an employee for the purpose of this Agreement.
- (c) A recall list shall be maintained for each classification in which a lay off due to lack of work has occurred in the preceding two years and recalls will be made from the list in order of seniority to any job within that classification provided he is qualified and capable of performing the required work.
- (d) Notification of recall will be by registered letter to the last known address of the person concerned. If he does not report for work within 10 working days after recall, without reasonable excuse, he shall be removed from the recall list. It is the responsibility of those on recall lists to keep Human Resources informed of their current addresses.
- (e) For the purpose of this Article, the provisions of 12.04 (a) and (c) will apply to an employee who is offered and elects reclassification to alternate work in lieu of lay off, and while on a recall list he will retain his seniority standing.

ARTICLE 13 - FILLING OF VACANCIES

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

(a) Requests for Transfer

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

(b) Minimum Employment Period

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

13.02 Copies of bulletins will be furnished to the duly accredited Union representative.

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

13.04 Promotion to Permanent Lead Hand

Whenever a permanent Lead Hand position is posted, employees on the seniority list of the classification concerned with such vacancy may apply to the Company to fill such vacancy. The Company will make its selection in accordance with 12.01 (b)

ARTICLE 14 - EMPLOYEE BENEFIT PLANS

14.01 Hospital & Medical Plans

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

The Company agrees to contribute 75% of the monthly premium for medical and hospital benefits provided through the Extended Health Care Plan, currently insured through Manulife, for subscribing CNL employees.

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

14.02 Short Term Sick Leave

(a) Employees unable to work on their regularly scheduled working day(s) due to accident or illness shall receive 100% of normal straight time hourly earnings, for each day to a maximum of six in each Agreement year. This payment will only apply when it is established that he will not otherwise receive compensation by taking vacation leave or from the Intermediate Term, Worker's Compensation or some other source. Unused days will be carried forward to the following year.

Sick leave is for use only where an employee is unable to work due to illness and for medical/dental appointments. If the absence exceeds five (5) consecutive days the employee must submit a medical/dental certificate signed by the attending physician/dentist. A maximum of ten (10) days without a medical certificate is allowable during each fiscal year.

In situations where there is a high level of absenteeism, or where abuse is suspected, supervisors may also require employees to provide medical certification for shorter periods of time. Absence due to illness should be reported to the immediate supervisor as soon as practicable and normally no later than the commencement of the work period.

For medical and dental appointments, an appointment card or copy of the dated prescription form is sufficient documentation for certification. Medical notes may be submitted to OSH at the employee's discretion. Employees may elect to use sick leave in minimum increments of one-half hour for medical/dental appointments. In situations where abuse is suspected, supervisors may also require that such appointments be certified.

- (b) Pro-rating of Sick Leave credits for employees hired during the Agreement year will be as follows:
 - Hired before July 01; full credit
 - Hired July 01 to September 30 inclusive; 4.5 days
 - Hired October 01 to December 31 inclusive; 3.0 days
 - Hired January 01 to March 31 inclusive; 1.5 days.
- (c) Employees who are absent on the Long Term Disability Plan benefits referred to in Article 14.04 on April 1st will not be credited with the annual sick leave referred to in (a) until the April 1st following their recovery and return to work; they will receive full credit if the return to work occurred on or before October 1st and three days if after.

14.03 Intermediate Term Plan

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

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

- (i) Employees 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 basic daily wages.
- (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 days absent on sick leave exceeds three. Absence 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.

14.04 Long Term Disability Plan

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

The parties agree that the awarding of LTD is between the insurance carrier and the employee and is therefore not arbitrable. The acceptance of an application of coverage is recognized as being outside the confines of this collective agreement. However, the company will provide the affected employee with information, documentation and advice to attain a resolve between the employee and the insurance carrier.

NOTE: Employees who have exhausted their Intermediate Term Plan benefits and have not returned to work will cease to accrue vacation leave credits.

14.05 Temporary Alternate Employment

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 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 agreements of the individual, the Union or Unions involved and the Company.

14.06 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 \$250.00, the benefit is adjusted to the next higher multiple of \$250.00. 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.

14.07 Leave of Absence

- (a) Special Leave

Employees shall, to the extent specified in the following circumstances, be granted special leave with pay. Wages for the period of special leave shall be at the normal

straight time hourly rate for the regular working hours, which the employee missed on the day or days of special leave.

(i) Death in the Immediate Family

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

Immediate family is defined:

- (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 days of leave to which he/she is entitled and take such leave to attend the funeral, memorial or interment service in the event that it takes place later than three days after the death 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.

When necessary, up to three (3) additional days of special leave may also be granted to settle the estate within one (1) year of death, provided the employee is named executor of the estate and receives no fee or remuneration for this.

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

(ii) Death of Other Relatives

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

(iii) Marriage Leave

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

(iv) Birth or Adoption of Child

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

(v) Personal Business Days

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

(b) Jury Duty or Crown Witness Duty

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

(c) Veteran's Examination

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

(d) Medical Examinations

If an employee is required by the Company to take a medical examination, such examination will be arranged and paid for by the Company. The employee will be paid at his normal rate for regular working hours missed due to this cause. 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) Leave of Absence without Pay

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

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

(f) **Maternity/Parental Leave**

Eligible employees shall be granted maternity/parental leave in accordance with applicable CNL Policies and Procedures.

14.08 Dental Insurance Plan

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

14.09 Vacation With Pay Plan

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

- (a) The vacation year shall extend from April 1 to March 31 of the following year.
- (b) One week shall consist of five working days for both day and shift employees.
- (c) Scheduling of vacations is subject to Plant conditions and therefore requires the approval of the employee's supervision. Such vacation scheduling shall be administered under a consistent and equitable method among all employees in the sections concerned.
- (d) Effective 1992 April 1, all employees hired prior to 1981 April 1 will be converted to an advanced vacation leave credit system as per Appendix "C".

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

- (e) Vacation Leave is credited to continuing employees on the following basis.
 - (i) New employees earn vacation leave at the rate of one and one-quarter days per month. After six calendar months of service they are credited with vacation leave to the extent of the amount that they will earn to the end of the vacation year (March 31). Employees who have been rehired are credited with the period or periods of previous CNL service for vacation purposes and will earn vacation at the appropriate rate for their total eligible CNL service.
 - (ii) Employees who have completed 6 months or more service in their current period of employment by April 1 will be credited with annual vacation in accordance with the Vacation Table as noted in Appendix "C".
- (f) Each day of vacation taken by an employee will be paid at his current rate(s) for his normal working hours for that day. No premiums or bonuses will apply. It is not permissible to omit all or part of the vacation and draw vacation pay in lieu thereof.

- (g) An employee may not draw vacation pay for a period of absence for which he is receiving benefits under the Intermediate Term Plan.
- (h) Employees who have not used all of their vacation leave credits by the end of the vacation year, may carry over a maximum of one (1) year's entitlement to the following vacation year. The vacation bank carried over from the previous vacation year(s) cannot exceed one (1) year's entitlement.
- (i) Pay for vacation taken but not earned will be recoverable on termination of employment except where termination is due to death, disability or layoff. Termination of a short term employee is not considered to be a layoff.
- (j) Administration of vacation leave

The union understands that for the sake of efficiency the company has the necessity to maintain a workforce, however the Company understands the importance to the health and welfare of its workers and the benefits of employees being rested and utilizing their vacation. Therefore the parties agree that the implementation the vacation leave shall be:

- For vacation to be taken from Jan 1st to May 31st - employees must submit leave request prior to Oct 1st of the previous year for seniority to be a deciding factor. After Oct 1st, the application of vacation will be by first come first serve.
- For vacation to be taken from June 1st to Dec 31st - employees must submit leave request prior to April 1st for seniority to be a deciding factor, after April 1st the application of vacation will be by first come first serve.

It will be expected that under normal circumstances when provided vacation leave applications prior to the above deadlines that the company will approve the leave subject to operational requirements.

The Company will endeavour to approve any vacation leave submitted after the above dates subject to operational requirements.

(k) 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:

- Any earned vacation compensation in accordance with Article 14.09, which he has not received, and
- Compensation on a pro rata basis for vacation earned during the vacation year in which he terminates.

14.10 Personnel Protective Equipment and Clothing

- (a) Work Boots - A work boot allowance of up to \$250 will be paid every eighteen (18) months upon production of receipt, or sooner as required subject to management approval.
- (b) Safety Glasses - Safety work glasses (prescription and non-prescription) will be paid for and supplied by the Company as per current practice.
- (c) Work Clothes - The Company shall identify and supply all clothing required for the task including seasonal and outdoor clothing.

ARTICLE 15 - SUPERANNUATION

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

ARTICLE 16 - COMPANY HOLIDAYS

16.01 (a) There shall be twelve Company Holidays each calendar year. Except as provided for in Article 16.02, nine Company Holidays will be observed as follows:

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

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

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

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

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

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

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

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

16.02 Compensation for Company Holidays

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

- (a) Where the Company Holiday falls on a day on which he would normally work - his normal pay for normal hours, including shift premium, if applicable.

(b) When a Company Holiday falls on an employee's day of rest, he will receive an alternate holiday which may be added to vacation at a time mutually agreed upon between the employee and the Company and subject to Plant conditions.

- 16.03 A shift employee who is scheduled to work and does work on a Company Holiday will receive one and one-half times both his normal rate and shift premium, if applicable, for all hours worked. In addition, the employee will receive either pay as set out in 16.02 (a) above or an alternate paid holiday which would be added to vacation credits.
- 16.04 A day employee who works overtime on a Company Holiday will receive pay at applicable overtime rates for all hours worked. In addition, the employee will receive either pay as set out in 16.02 (a) above or an alternate paid holiday, which would be added to vacation credits.
- 16.05 For shift employees, the Company Holidays for New Year's Day, Canada Day, Christmas Day and Boxing Day will be considered to be on 1 January, 1 July, 25 December and 26 December, respectively when they fall on a Saturday or Sunday. In these circumstances, shift employees required to work on the corresponding holiday for day workers will receive normal pay for normal hours, including shift premium, if applicable.

ARTICLE 17 - HOURS OF WORK

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

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

17.02 Shifts

Eight (8) Hour Shift (Day) – Five (5) eight (8) hour shifts from Monday to Friday. Shifts will commence between 0600 hr and 0800hr to be determined upon ratification of all current WL collective agreements. Until that time, eight hour shifts to commence at 0730. In addition, each employee shall receive a thirty (30) minute unpaid lunch period.

Eight (8) Hour Shift (Evening) – Five (5) eight (8) hour shifts from Monday to Friday including a one-half (1/2) hour paid lunch. Shifts will commence between 1400 hr and 1600hr to be determined upon ratification of all current WL collective agreements.

Ten (10) Hour Shift (Day) commencing at 0600 hr – Four (4) ten (10) hour shifts as assigned between Monday to Thursday. In addition, each employee shall receive a thirty (30) minute unpaid lunch period.

Ten (10) Hour Shift (Evening) commencing between 1530 hr and 1600 hr – Four (4) ten (10) hour shifts including a one-half (1/2) hour paid lunch as assigned between Monday and Thursday.

17.03 Assignment of Shifts

An employee that is reassigned to a different shift will be provided with 4 weeks' notice prior to the commencement of that shift unless the Parties agree otherwise.

Assignment to various shifts will be on a voluntary basis based on seniority. Should it be necessary to assign staff to shifts as a result of insufficient volunteers, assignment will be those with the least seniority. Assignment to all shifts will be subject to knowledge, skills and abilities.

Where required, shifts will be rotated on a 4 week basis.

17.04 Rest Periods

The Company agrees to schedule one (1) paid fifteen (15) minute rest period in each one-half (½) day/shift worked.

17.05 Alternate Work Schedule

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

- (a) Where work requirements can be more suitably met by a change in working hours, the commencement/departure time for the normal work day and shifts as defined in Article 17 may be altered for a specific duration by mutual agreement. Such situations will be discussed by the parties in advance, unless otherwise agreed.
- (b) At the discretion of and subject to the prior approval of management, should the need arise for extra hours of work; employees may elect to work those extra hours as banked time at the applicable rate. Banked time may accumulate up to a total annual maximum of forty (40) hours to be taken off at a later time. Banked time must be worked in minimum thirty (30) minute periods. The accumulated time may be taken as time off by the employee subject to advance approval by supervision.

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

Employees must use banked time before March 31st of the calendar year after which it was earned. Any banked time outstanding after March 31st will be transferred to the employee's vacation leave balance

- (c) Employees may request to reschedule the standard day by up to two hours subject to approval by supervision. Such requests will not be unreasonably withheld. Should operational requirements so dictate, management may withdraw approval and initiate a return to the regular workday hours.
- (d) At the request of an employee, and with the express consent of management, an employee may work more than eight hours in a given day on the understanding that he will work an equivalent number of fewer hours on another designated day within a 2 week period. Such an arrangement will not attract overtime as per Article 18, and will not be considered "banked time" as per Article 17.05 (b)

17.06 Short Notice Absence

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

ARTICLE 18 – OVERTIME

- 18.01 (a) An employee who is required to work beyond his normal daily hours or normal shift will be paid in minimum increments of fifteen (15) minutes to the next highest fifteen (15) minute interval.
- (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 him as specified in Article 17 - Hours of Work.
- (c) For the purpose of this Article, the expression "normal hourly rate of pay" is defined as Note 2 in the Classification Grouping and Rate/Salary Schedule, Appendix "B".
- 18.02 All work beyond sixteen continuous hours in one day and all overtime worked in any work week which exceeds by more than 10 hours the employee's basic scheduled hours for that week will be paid at double time. Scheduled hours worked on Company Holidays, meal periods, hours worked at as short change premium, and time spent travelling do not constitute overtime for this calculation. Overtime work on the second day of rest or Sunday will not be included for the purposes of accumulation of overtime in excess of 10 hours beyond the employees basic scheduled work week.

18.03 Day Employees

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

(a) Work on Regular Days of Rest

Work performed by day employees on their first day of rest (Saturday) up to eight hours, shall be paid at the rate of time and one-half. Work performed beyond eight hours shall be paid at the rate of double time. Work performed on their second day of rest (Sunday) shall be paid at the rate of double time. However, if an employee refuses work on their first day of rest (Saturday) then they will only be entitled to be paid at the rate of time and one-half for work performed on their second day of rest (Sunday). In any event, the provisions of Article 18.02 shall apply to this Article.

(b) Work on Company Holidays

All overtime work performed on a Company Holiday shall be paid at the rate of double time plus either one day in lieu or pay for regular hours, whichever the employee requests.

(c) Working During Evening Shifts

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

18.04 Shift Employees

- (a) Whenever a shift employee is required to work beyond the end of the normal shift the extra time shall be paid at the rate of one and one-half times both his normal rate and the shift differential (if any) applicable to the shift involved, except as provided in paragraph 18.04 (b). If by previous mutual agreement between the employees concerned and the Company, arrangements are made for an exchange of shifts, straight time including shift differential shall be paid.
- (b) When a shift employee works on a second or subsequent day of rest, he shall be paid at the rate of double time both his normal rate and shift differential (if any) for all work on the second and subsequent days of rest. All other work on days of rest shall be paid at the rate of time and one-half both his normal rate and shift differential (if any) except as provided for in Article 18.02.
- (c) Overtime work performed on a Company Holiday shall be paid for at the rate of double time.

18.05 Distribution of Overtime

- (a) No employee will be required to work overtime when other qualified employees are willing and available for work.
- (b) Subject to the above, overtime will be offered as equitably as practicable 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.

18.06 Pre-Arranged Overtime

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

This provision incorporates the previous travel time allowance.

- (c) In the event that pre-arranged overtime is cancelled within twenty-four (24) hours of the planned activity start time, the employee that would have conducted the overtime activity shall receive either four (4) hours at time and one-half or an amount equal to the length of the scheduled overtime assignment at time and one-half, whichever is lesser. This will

not apply when an employee is asked to work overtime on the same day at the end of his scheduled shift.

18.07 Callouts

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

This provision incorporates the previous travel time allowance.

18.08 Traveling to and from Outside Assignments

When employees are traveling to or from an outside assignment they shall receive compensation for the actual time spent in traveling, 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 traveling in excess of their normal hours of work, to a maximum of six hours.
- (b) On day(s) of rest including company holidays.
 - (i) if they have not worked on that day, compensation at time and one-half for the actual time spent in traveling to a maximum of 8 hours; or
 - (ii) if they have worked on that day for less than 8 hours, they shall be paid at time and one-half for the actual time spent in traveling which, when added to the time worked, totals a maximum of 8 hours. For any additional time spent in travel, they will be paid at their basic rate to a maximum of six hours; or
 - (iii) if they have worked on that day for 8 hours or more, they will be paid at their basic rate for the actual time spent in travel to a maximum of six hours.
- (c) Where the time traveling is in excess of 6 hours and adverse conditions are involved, special consideration will be given to payment beyond the specified maximum.

18.09 Meals

- (a) An employee will be entitled to take a thirty (30) minute meal period which will be paid at the applicable overtime rate when the employee has been scheduled to work more than ninety (90) minutes and that extends into a normal meal period. An employee who qualifies for a meal will have \$14.00 (\$15.00 effective 2017 April 1) added to the employee's time sheet.
- (b) Employees working overtime shall have \$14.00 (\$15.00 effective 2017 April 1) added to their time sheet and paid for a one-half hour meal period at intervals of five (5) hours beyond the end of the last previously assigned overtime meal period.

- (c) However, if an employee is unable to have a meal due to the urgency or location of the work, the employee shall receive an additional one-half hour at the employee's base rate of pay, plus the \$14.00 (\$15.00 effective 2017 April 1) meal allowance.
- (d) Employees working off-site will be eligible for an off-site overtime meal allowance of \$14.00 (\$15.00 effective 2017 April 1) in lieu of a meal.
- (e) Notwithstanding (a) above; a meal allowance will not be provided for pre-arranged overtime on days of rest unless the work extends into a second or subsequent meal period.
- (f) Notwithstanding the above provisions, in cases of holdover lasting or expected to last more than 90 minutes and extending into a normal meal period, the affected employee(s) will be offered the option of:
 - i. Taking a 30 minute work break paid at the applicable overtime rates and having \$14.00 (\$15.00 effective 2017 April 1) added to his/her pay, or
 - ii. Taking a 30 minute work break paid at applicable overtime rates and having the Company supply a meal to be consumed during that work break.

The affected employee(s) must be re-offered this option at intervals of five hours, except when it is clear that no take-out service provider would be available.

Employees must be made aware of their option sufficiently in advance so that suitable arrangements can be made for meal provision where option 2 is selected. In the interest of efficiency, all employees on the job who select option 2 must agree on a maximum of two service providers located in the same community.

For pre-arranged overtime, meals are not provided. Affected employees are responsible for their own provisions, with allowances paid as per above.

18.10 Conventions

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

ARTICLE 19 - SALARIES

19.01 Rate of Pay

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

19.02 New or Changed Classifications

- (a) It may be necessary from time to time during the life of this Agreement, to introduce new classifications or substantial changes to the duties of any existing classification. Should the parties agree that substantial changes have occurred the parties will meet to

discuss whether such changes warrant a change in the rate of pay. Where the parties agree there should be an increase in the rate of pay based on the position change, such increase will be retroactive to the date of the position change. Should the parties not be able to reach agreement it is understood that normal grievance procedures would apply.

- (b) Under such conditions the Company will group the new or changed classification by the application of the principles and criteria that form the basis of the grouping of existing classifications, will inform the Union of its proposals and will consider any alternative suggestions the Union may make. The Company will also consider any similar proposals initiated by the Union.
- (c) In the event that the Union does not accept the Company's decision regarding the grouping of a new or substantially changed classification, the matter shall be a subject for the grievance procedure and arbitration as detailed in Articles 10 and 11.
- (d)
 - (i) In the event that a new or changed classification results in a position being reclassified to a lower level, the affected employee shall, as long as he or she remains in the position, continue to receive his or her salary rate until such time as the maximum salary rate of the new or changed classification level through increments provided for under the Collective Agreement, meets or exceeds the salary rate the employee received prior to the reclassification.
 - (ii) This red-circled treatment means that the affected employee will retain his or her established salary but will not be entitled to any further salary increases until the maximum salary rate for the job classification equals or exceeds his or her salary.
 - (iii) Any adjustment to wages as a result of job evaluation will be effective on the date the rate is determined and applied and have no retroactivity beyond that date.
- (e) For the purpose of this Article the Board of Arbitration shall have the power to decide the matters hereinafter enumerated:
 - (i) Whether or not there has been substantial change, and if so,
 - (ii) In which wage group a substantially changed classification shall be slotted on the basis of the relationship it bears to other classifications in the grouping structure,
 - (iii) Whether or not a new classification has been correctly slotted, and if not,
 - (iv) The wage group in which it should be slotted on the basis of the relationship it bears to other classifications in the grouping structure.

19.03 Evening Shift Differentials

An additional \$1.25 per hour shall be paid to shift employees for each hour worked during the evening shift.

19.04 Premium for Scheduled Saturday Shift Work

An additional \$1.03 per hour shall be paid to shift employees for each scheduled hour worked on Saturdays, in addition to evening or night shift differentials, where applicable.

19.05 Premium for Scheduled Sunday Shift Work.

An additional \$2.50 per hour shall be paid to shift employees for each scheduled hour worked on Sundays, in addition to evening or night shift differentials, where applicable.

19.06 Lead Hand Rates

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

19.07 Detail/Dual Rate

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

19.08 Acting Pay

Unique operational requirements or day-to-day work needs may require employees to perform some or all of the responsibilities of positions outside the Bargaining Unit for short periods of time. The Company views such temporary assignment as opportunities for employees to develop and demonstrate their capabilities and broaden their experience base.

- (b) The employee will receive four (4) percent acting premium over the Leadhand rate for the duration of the assignment retroactively.
- (c) During the length of the assignment the employee remains in the bargaining unit and continues to pay union dues.
- (d) The employee continues to accrue seniority during the duration of his temporary assignment.

19.09 On-Call

The Company and the Union recognize the need to have coverage in the event of an emergency. To ensure that coverage is available the Company and the Union agree to the following on-call language.

Interested employees, in designated positions by the Company, on a rotational basis will be put on-call to respond in the event of an emergency on site. The number of employees required to be on-call will be determined by the Company. The Company recognizes the importance of minimizing the disruption in the private lives of such employees outside normal working hours and will make reasonable efforts to minimize such occurrences.

- a) Employees designated to be on-call must be available, via pager, cell-phone, telephone or similar communications medium. An employee in receipt of the on-call premium must respond by telephone within fifteen (15) minutes of being contacted and must be able to report physically to the workplace within ninety (90) minutes, fit for duty. On-

Call will be assigned on an equitable basis amongst employees qualified to conduct the work.

- b) Employees who are required to be on-call outside standard work hours shall be paid an on-call premium of \$35 for each 24 hour period.
- c) An on-call assignment for an individual shall be for a minimum of one week (7 days), on-call assignments may not exceed 157 days per year. The number of employee's on-call and a rotation schedule for on-call coverage will be developed by mutual agreement between the Company and the Union.
- d) Where an issue can be resolved over the telephone and it is not necessary for the employee to report physically for duty, the employee will receive one (1) hour pay at the applicable overtime rate.
- e) Where it is necessary for the employee to report physically for duty, Article 18.07 Call-Outs will apply.
- f) The four (4) hour minimum callout, as per Article 18.07, is waived for callouts which take place prior to the commencement of a regular work day for Heavy Equipment Operators doing snow removal.

19.10 No Pyramiding

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

19.11 Payment of Wages

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

- 19.12 Persons hired into the UA Maintainer classifications will either hold a Journeyman status or be eligible for certification as a Journeyman in the Province of Manitoba.

19.13 Work at Non-CNL Reactor Sites

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

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

When employees are assigned to work off-site for a minimum of one (1) week, a pre-job discussion will be held to discuss travel and accommodation arrangements, work schedules and any special compensation that may be warranted for the job in question.

19.14 Hot Skills Premium

When the Employer cannot attract sufficient talent (either in number or qualification) for a particular position, it will put in place a "hot skills" premium, as set out below. Prior to doing so, the Employer will explain to the Union the need for the premium and engage in meaningful consultation with the Union regarding the amount of the premium. Any "hot

skills” premium that is implemented will be paid to both incumbents in the identified position(s) and to new hires.

- (a) This “hot skills” premium will be paid separately for hours worked and will not form any part of regular wages nor be part of any attendant employee benefits.
- (b) Any “hot skills” premium being paid will be reviewed jointly every year to confirm the need for continuation.

19.15 Retention Bonus

The parties recognize the mutual benefit in retaining employees with skills deemed critical to maintaining the safe operation, license requirements, capability to meet business commitments and/or professional reputation of the Company. If difficulties arise with retaining such employees, the Employer will put in place a retention bonus for the purposes of retaining any such employee(s). Prior to doing so, the Employer will explain to the Union the need for the retention bonus and engage in meaningful consultation with the Union regarding the amount of such bonus. Any such bonus will be awarded as a non-pensionable lump sum payment and will have a pre-defined duration.

ARTICLE 20 - SHIFT WORK

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

20.02 Short Change Premium

An employee who is required by the Company to work a full shift or day work period commencing less than thirteen hours after he has completed his last previous scheduled shift or work period shall be paid at the rate of time and one-half for hours worked in the second shift or work period. This short change premium shall not be applicable if the interval between working periods is less than thirteen hours due to the employee working overtime.

This provision applies only in the case of employees who are working on a shift basis or are changing to or from regular shift work. Where an employee assigned to day work is required to work all or part of a #1 shift on a regular work day, this shall be treated as overtime and the short change premium shall not apply. Where a shift worker is required to return to work and work a full shift prior to the one to which he was regularly scheduled for that day, that (first) shift shall be considered to be his regular shift for that day and if he has had to return to work less than thirteen hours after completion of his last scheduled shift, he shall receive the short change premium.

ARTICLE 21 - UNION SECURITY

21.01 Deduction from Wages

- (a) The Company will deduct a sum equal to the regular monthly union dues from the first pay only in each month of all employees, provided that such deductions will not start until the calendar month following completion of his probationary period, and to the extent that sufficient unencumbered earnings are payable to the employee. The amount

of dues so deducted from wages, accompanied by a statement of deductions from individuals containing their names and Social Insurance Numbers, shall be remitted by the Company to the Union not later than fifteen days after the deductions are made.

(b) The Union will be responsible for informing the Company of the amount of union dues to be deducted, and to whom deductions shall be remitted.

(c) Term Employees

Beginning in the month following the date of hire, the Company will deduct a sum equal to the regular monthly union dues from the first pay only in each month for any term employee.

ARTICLE 22 - MISCELLANEOUS

22.01 The Company agrees to provide bulletin boards for the use of the Union at mutually agreed locations for 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.

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

22.03 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.

ARTICLE 23 - TERMINATION COMPENSATION

23.01 General

(a) An employee who is terminated, or is laid off indefinitely, will be paid at the time of separation any earned vacation compensation in accordance with Article 14.09 which he has not received and compensation on a pro-rata basis for vacation earned during the year in which he terminates.

(b) For the purpose of this Article, one week's pay is defined as the employee's bi-weekly salary divided by two (2).

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

23.02 Death

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

23.03 Layoff

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

- (a) laid off for the first time, will be paid an amount equal to two (2) weeks' pay for the first and 1.5 weeks' pay for each succeeding completed year of continuous service, less any period in respect of which the employee was previously granted termination compensation, up to a maximum of 45 weeks' pay. In addition, and subject to the maximum, effective 1 April 2016, an employee will receive an additional one (1) week's pay for each completed year of continuous service worked subsequent to 1 April 2016.
- (b) laid off for a second or subsequent time, will be paid an amount equal to 1.5 weeks' pay for each completed year of continuous service, less any period in respect of which the employee was previously granted termination compensation, up to a maximum of forty-five (45) weeks' pay. In addition, and subject to the maximum, effective 1 April 2016, an employee will receive an additional one (1) week's pay for each completed year of continuous service worked subsequent to 1 April 2016, less any previously paid amount under this similar sentence in (a) above.

23.04 Voluntary (Retirement or Resignation) Termination Compensation Eligibility

Effective July 30, 2012, accrual of termination compensation for voluntary (retirement or resignation) termination ceases.

- (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 24 - DURATION AND AMENDMENT OF AGREEMENT

24.01 This Agreement and the attached schedules shall become effective on date 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.

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

24.02 If either the Company or Union desires to amend or terminate this Agreement, it must notify the other party in writing within the period of four (4) months immediately preceding the date of expiration of this Collective Agreement. 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 6th day of April 2017 executed this Agreement by the hands of their proper officers.

ON BEHALF OF THE
CNL WHITESHELL LABORATORIES
PINAWA, MANITOBA

ON BEHALF OF THE
ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA
Local 254

Mark Cherry

Kyle Kalcsics

Dave Fillion

Cory Wilson

Suzanne McLean

Ken Bilkoski

Alanna Wilcox

Don Prymak

Joanne Christopher

APPENDIX "A"

Extract from certification of the Canada Labour Relations Board dated the 15th day of December 1970:

“A unit of employees of Canadian Nuclear Laboratories, Ottawa, Ontario, comprising employees employed at the Whiteshell Nuclear Research Establishment, Pinawa, Manitoba, classified as welder, welder apprentice, lead hand plumber-fitter, plumber-fitter, plumber-fitter apprentice, excluding refrigeration & air conditioning mechanic, other employees covered by previous certifications or existing collective agreements, foremen, and professional, technical, office and administrative staff.”

CLASSIFICATION GROUPING AND SALARY/RATE SCHEDULE

Mechanical Maintainer										
2016 April 1		2017 April 1		2018 April 1		2019 April 1		2020 April 1		
Full Working Rate	Equivalent Annual Salary	Full Working Rate	Equivalent Annual Salary	Full Working Rate	Equivalent Annual Salary	Full Working Rate	Equivalent Annual Salary	Full Working Rate	Equivalent Annual Salary	
Single	\$36.56	\$76,040	\$37.47	\$77,940	\$38.22	\$79,500	\$38.79	\$80,690	\$39.38	\$81,900
Leadhand	\$38.58	\$80,240	\$39.54	\$82,250	\$40.34	\$83,900	\$40.94	\$85,160	\$41.56	\$86,440

Description of Mechanical Maintainer = (Plumber, Steamfitter, Welder)

- (1) The average number of working hours in a year for payroll purposes is 2080, or 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.

TRADE APPRENTICE RATES

(a) Welder

		Single Rate					
		Effective	\$36.56	\$37.47	\$38.22	\$38.79	\$39.38
Six Month Training Period	Percentage	2016 April 1	2017 April 1	2018 April 1	2019 April 1	2020 April 1	
First	60%	\$21.93	\$22.48	\$22.93	\$23.28	\$23.63	
Second	64%	\$23.40	\$23.98	\$24.46	\$24.83	\$25.20	
Third	69%	\$25.22	\$25.86	\$26.37	\$26.77	\$27.17	
Fourth	73%	\$26.69	\$27.35	\$27.90	\$28.32	\$28.74	
Fifth	77%	\$28.15	\$28.85	\$29.43	\$29.87	\$30.32	
Sixth	81%	\$29.61	\$30.35	\$30.96	\$31.42	\$31.89	
Seventh	86%	\$31.44	\$32.23	\$32.87	\$33.36	\$33.86	
Eighth	90%	\$32.90	\$33.72	\$34.40	\$34.91	\$35.44	

(b) Steamfitter

		Single Rate					
		Effective	\$36.56	\$37.47	\$38.22	\$38.79	\$39.38
Six Month Training Period	Percentage	2016 April 1	2017 April 1	2018 April 1	2019 April 1	2020 April 1	
First	60%	\$21.93	\$22.48	\$22.93	\$23.28	\$23.63	
Second	63%	\$23.03	\$23.61	\$24.08	\$24.44	\$24.81	
Third	67%	\$24.49	\$25.11	\$25.61	\$25.99	\$26.38	
Fourth	70%	\$25.59	\$26.23	\$26.75	\$27.16	\$27.56	
Fifth	74%	\$27.05	\$27.73	\$28.28	\$28.71	\$29.14	
Sixth	77%	\$28.15	\$28.85	\$29.43	\$29.87	\$30.32	
Seventh	81%	\$29.61	\$30.35	\$30.96	\$31.42	\$31.89	
Eighth	84%	\$30.71	\$31.48	\$32.11	\$32.59	\$33.08	
Ninth	88%	\$32.17	\$32.97	\$33.63	\$34.14	\$34.65	
Tenth	91%	\$33.27	\$34.10	\$34.78	\$35.30	\$35.83	

APPENDIX "C"

VACATION PLAN

(Effective 1992 April 01)

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

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

APPENDIX “D”
10-HOUR SHIFT SCHEDULE

The Company, and the Union agree that notwithstanding the provisions of the Collective Agreement between the parties, the following conditions shall apply to employees designated to work the modified ten (10) hour work periods (shifts) in accordance with the Company’s shift schedule. All other provisions of the Collective Agreement shall remain in full force and effect for the duration of the Collective Agreement.

It is further agreed that these conditions and effects must conform to the provisions of the Canada Labour Code, Part III, and the Canada Labour Standards Regulations and that any increased costs and/or operational difficulties must remain acceptable to the Company.

1. ARTICLE 10 – GRIEVANCES

It is agreed that a grievance will not be lodged as a result of the application or interpretation of this agreement, or the day-to-day administration of the ten (10) hour day, four (4) day per week schedule, without first attempting to resolve the matter through discussion with the supervisor involved. If the matter is not resolved in this manner, the issue will be discussed with the President and the employee involved (as appropriate), representatives of the Branch involved and a representative from Human Resources.

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

2. ARTICLE 14 – EMPLOYEE BENEFITS PLANS

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

14.02 - Short Term Sick Leave

Employees shall have their accrued days of sick leave credits converted to hours by multiplying the number of days by eight (8) hours per day. A full shift absent will then constitute a reduction of ten (10) hours of accumulated credits. When an employee ceases to be covered by this Agreement, the employee’s credits will be converted to days by dividing the hours of sick leave credits by eight (8).

If the absence exceeds three (3) consecutive shifts, the employee must submit a medical/dental certificate signed by the attending physician/dentist. A maximum of six (6) 10-hour shifts without a medical certificate is allowable during each fiscal year.

14.07 – LEAVE OF ABSENCE

14.07(a) – Special Leave

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

14.07 (a) (i) & (ii) – Death in the Family

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

14.07 (a) (iii) – Marriage

Marriage leave shall be granted in accordance with applicable CNL policies and procedures but will not exceed forty (40) hours of paid leave.

14.07 (a) (iv) – Birth or Adoption of Child

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

14.07 (a) (v) – Personal Business Day

One day ten (10) hours paid leave per fiscal year will be credited to employees for use in personal or special circumstances.

14.07 (c)- Veteran’s Examination

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

14.09 – VACATION WITH PAY PLAN

Employees shall have their accrued days of vacation credits converted to hours by multiplying the number of days by eight (8) hours per day. A full shift absent will then constitute a reduction of ten (10) hours of accumulated credits. When an employee ceases to be covered by this Agreement, the employee’s credits will be converted to days by dividing the hours of vacation credits by eight (8). Application for vacation leave must be approved in advance for the day(s) requested.

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

3. ARTICLE 16 – COMPANY HOLIDAYS

16.01 (a)

When assigned to a new shift schedule involving a change in the standard work day, the employee’s Company floating holiday credits will be adjusted to three (3) ten (10) hour days to reflect the length of the new standard workday.

16.02 – Compensation for Company Holidays

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

- a) Where the Company Holiday falls on a day on which he would normally work – ten (10) hours pay at their normal rate, including shift premium if applicable.

b) Where the Company Holiday falls on a day of rest – ten (10) hours pay at their normal rate.

16.04 An employee who works overtime on a Company Holiday will receive pay according to Article 18.03(b).

4. ARTICLE 18 - OVERTIME

18.03 – Day and/or Evening Employees

(a) Work performed by day and/or evening employees on the first day of rest up to ten hours, shall be paid at the rate of time and one-half. Work performed on the second and subsequent day of rest shall be paid at the rate of double time. However, if an employee refuses work on their first day of rest then they will be paid at the rate of time and one-half for work performed on their second or subsequent day of rest until overtime worked in that week exceeds ten (10) hours. In any event, the provisions of Article 18.02 shall apply to this Article.

5. SALARY TABLE

As per the Collective Agreement.

6. MISCELLANEOUS

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

Signed at Pinawa on the 6th day of April 2017.

**On Behalf of
Canadian Nuclear Laboratories**

**On Behalf of
UA Local 254**

SUPPLEMENTARY LETTER

2017 April 6

Mr. Cory Wilson, President
United Association of Journeymen and Apprentices
of the Plumbing and Pipefitting Industry of the
United States and Canada Local 254
PINAWA, Manitoba

Dear Sir:

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

Full-time Term Employees

Full-time term employees are those employees engaged for a specific period of full-time work. A full-time term employee's period of employment will not exceed one-year without prior consultation with the Union. The following terms and conditions will apply to full-time term employees:

- (a) No full-time employee will be laid off while a full-time term employee is retained in that classification
- (b) All full-time term employee positions will be posted
- (c) Full-time term employees will pay union dues
- (d) If a full-time term employee is hired for regular full-time employment, all time worked will be considered part of his/her employment period for purposes of seniority and vacation
- (e) A full-time term employee will not be eligible for severance pay, but if the Company should terminate a contract prior to its completion the employee will receive two weeks' notice, or two weeks' wages in lieu of notice
- (f) The following Articles of the Collective Agreement will not apply to full-time term employees:
 - Art 12 – Seniority, Promotion, Layoff, Recall and Transfer
 - Art 15 – Superannuation
 - Art 23 – Termination Compensation

Part-time Term Employees

Part-time term employees are those employees engaged for a specific period of full-time work. The following terms and conditions will apply to full-time term employees:

- (a) No full-time employee will be laid off while a part-time term employee is retained in that classification

- (b) All part-time term employee positions will be posted
- (c) Part-time term employees will pay union dues
- (d) Part time term employees will be entitled to salaries and overtime as per the Collective Agreement
- (e) Part-time term employees will be entitled to part time benefits
- (f) Part time term employees will receive Personnel Protective Equipment and Clothing as per Art 14.09
- (g) Other than stipulated above, part-time term employees will not be subject to the terms of the Collective Agreement

Casual Employees

Casual employees are those employees called in as needed, with no guarantee of regular hours. The following terms and conditions will apply to casual employees:

- (b) No full-time employee will be laid off while a casual employee is retained in that classification
- (c) All casual employee positions will be posted
- (d) Casual employees will pay union dues
- (e) Casual employees may work up to full time hours
- (f) A casual employee will be converted to a full-time term employee if he/she works more than 15 straight days. At the end of the term he/she will convert back to casual
- (g) A casual employee will not work overtime if a full time employee is available and willing to work
- (h) A sequence of casual employees will not be used to displace a full-time employee
- (i) Casual employees will be entitled to salaries and overtime as per the Collective Agreement
- (j) Casual employees will be entitled to 4% pay in lieu of vacation
- (k) Casual employees will receive Personnel Protective Equipment and Clothing as per Art 14.09
- (l) Other than stipulated above, casual employees will not be subject to the terms of the Collective Agreement

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.

Work by Utility Workers or Decontamination Operators

It is agreed that Utility Workers or Decontamination Operators will normally not be requested to work with tradesmen's tools, or do tradesmen's work. Where they are requested to work with tradesmen's tools, or do tradesmen's work, the provisions of the Cost Effective

Assignment of Work to Red Seal Trade Certified Professionals, Utility Workers and Decontamination Operators will apply.

Cost Effective Assignment of Work to Red Seal Trade Certified Professionals, Utility Workers and Decontamination Operators

Cooperation is required to ensure that work at Whiteshell Laboratories is performed safely and in a cost effective manner. The purpose of this agreement is to facilitate work being performed by Red Seal Trade certified professionals, Utility Workers and Decontamination Operators represented by UA, IAM & USW, by allowing him or her to perform all work for which he or she has been trained rather than requiring the assistance of another solely because of the nature of the work. The goal is to increase the efficiency of the operation and ensure that work continues, as much as possible, to be performed by employees over contractors.

The parties agree as follows:

1. Work will continue to normally be assigned according to Red Seal trade qualifications, however workload and availability of other trade resources will also be considered. This will allow the Company to adjust tasks based on workload spikes.
2. Reasonable sharing of duties is permissible to allow for a cost effective solution so long as all assigned persons have been trained to do the work safely and that the performance of the work by a single trade does not put any person or facility at additional risk.
3. When work is pressing and the preferred trade is not available, the next best available trade group will be assigned the work.
4. It is agreed that Utility Persons or Decontamination Workers will not normally be requested to work with tradesmen's tools. However when required the company shall assign the work to the appropriate resource based on skill and demonstrated competency. As required, and as determined by the foreman in consultation with the Lead hand for the trade in question, the Utility Persons or Decontamination Workers will assist the Trades to safely perform the assigned task, where the assigned task doesn't require the proficiency of multiple skilled trades, but rather the assistance under the direction of a Journeyperson.
5. Open lines of communication will be established and maintained to discuss the assignment of work.
6. No employee will be laid off as a direct result of this agreement.
7. All applicable legislative and regulatory requirements will continue to be followed.

Purchased Services

The Company does not intend that contracting out will adversely affect the job security of employees in the bargaining unit or that the bargaining unit will be reduced in size, solely due to contracting out of work normally performed by the bargaining unit employees. Prior to bringing in contractors to perform on site work, normally performed by employees in the bargaining unit, the Company will keep the Union informed of the reasons for purchasing services and the extent and duration of the work, and will consider suggestions

the Union representatives may make. This will be accomplished through a meeting between appropriate Company representatives, a member of the Union executive, and a Shop Steward from the classification involved.

Disciplinary Notations

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

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.

Joint Productivity Consultations

The Company and the Union agree that they have a mutual interest in improved productivity and agree to consult on issues contributing to improved productivity and to resolve issues related to the assignment of work.

The objective of this consultation will be to establish integration of work assignments between work groups. It is agreed the implementation of these productivity principles will not adversely affect employees in the bargaining unit.

Earned Vacation Credits - Retirement

An employee retiring due to age (at least 55 years) and eligible to receive a Public Service Superannuation Plan immediate annuity or annual allowance may, in the fiscal year in which retirement occurs, request permission to use remaining earned vacation credits that will be earned to the date of retirement. Granting of such vacation will be subject to operational requirements and in no event will it exceed twice the previous year's vacation entitlement. Any excess earned vacation will be paid off at retirement.

Maternity/Parental Leave

It is understood that this provision is not payable during a labour dispute or while on layoff.

Policies and Procedures

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

Respirator Incentive Pay

Employees that utilize respirators in their current job qualifications, and obtain and maintain necessary respirator qualifications, subject to approval of respirator qualifications training by his or her manager, will receive a payment equal to \$4.00 for each half day in which they utilize a respirator. The new incentive pay system will become effective the first pay period following ratification of the contract. Furthermore, the use of a respirator must be a requirement of the job or at the request of management and cannot be due to the preference of an employee.

Yours truly,

Mark Cherry
Chair, CNL Negotiating Team

Accepted on behalf of the U.A., Local 254

Cory Wilson
President, U.A., Local 254

INFORMATION TO MEMBERS OF U.A. LOCAL 254

As discussed and agreed during the negotiations process, it was determined that for the purposes of information to the membership, the following description of the Workers' Compensation Benefit for Work Related Injury or Illness be included herein as follows:

- (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.

1992 September 15

LETTER OF AGREEMENT

Between

Canadian Nuclear Laboratories (CNL)
("The Employer")

- and -

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the
United States and Canada - Local 254 (UA)
("the Union")

It is the intent of the Company to constitute, from time to time as appropriate, a Company-wide Benefits Review Committee at which UA will have representation. The Company will consult with employee group representatives in establishing the composition of and terms of reference for such a committee.

The Committee shall give consideration to matters of mutual interest arising from the Company's benefits programs, including but not limited to:

- Setting priorities for changes to existing benefits plans and the introduction of new benefits. Assessing benefits packages offered by competing sources.
- Reviewing the effectiveness of existing coverage relative to its cost.
- Through appropriate sub-committees, reviewing issues related to provincial supplementary health insurance coverage.

Improvements and changes implemented as a result of the Committee's work will be applied to the Bargaining Unit at the time that they are introduced.

Signed at Pinawa, Manitoba this 6th day of April 2017.

On Behalf of
Canadian Nuclear Laboratories

On Behalf of
UA

LETTER OF AGREEMENT

Between

Canadian Nuclear Laboratories (CNL)
("The Employer")

– and –

The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 254 ("the Union")

In order to improve productivity, Management reserves the right, based on operational needs, to eliminate the Rest Periods (Article 17.04) on the eight (8) hour shift and replace as follows:

Day Shift: Rest Periods to be replaced with a one-half (1/2) hour paid lunch, i.e. eight (8) hour day to be inclusive of one-half (1/2) hour paid lunch.

Evening Shift: Rest Periods to be added to one-half (1/2) hour paid lunch for a total one (1) hour paid lunch break.

The Company will not implement this change without prior consultation with the Union, and in any event not without at least two (2) weeks' notice to employees and to the Union.

The Company agrees that an employee who requires a break for health or safety reasons will be granted such break. This break will normally be taken at the work site.

Signed this 6th day of April, 2017

For the Company

For the Union

Whiteshell Laboratories

2017 April 6

Mr. Cory Wilson
President
The United Association of Journeymen and Apprentices of the Plumbing
and Pipefitting Industry of the United States and Canada, Local 254

Dear Mr. Wilson:

This will confirm the Company's intention, expressed during collective bargaining, that no UA employees will be required to work shift work prior to 2018 April 1. If an unforeseen, emergent situation arises, the company will not implement a shift schedule without thorough consultation with the Union.

Yours truly,

Mark Cherry
Head,
Whiteshell Laboratories Decommissioning and Waste Management

Mr. Cory Wilson
President, UA Local 254

Dear Cory,

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 will be provided. Alternatively, UA 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, 2016 and December 31, 2016. 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

MEMORANDUM OF AGREEMENT

Between

Canadian Nuclear Laboratories (CNL)
("The Employer")

– and –

The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 254 ("the Union")

Re: Hours of Work

WHEREAS, the Company is composed of many Branches and Divisions performing different functions on varying timelines; and

WHEREAS, there are individual employees that possess unique skills not possessed by others in the Company; and

WHEREAS, some tasks involved are time sensitive, requiring considerable 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 vacation peak periods each summer and during school breaks and to cover for unexpected sick leaves;

THE PARTIES AGREE AS FOLLOWS:

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

1. There will be two (2) averaging periods of 26 weeks each calendar year January 1 to June 30 and July 1 to December 31.
2. Pursuant to section 169 (2) of the Canada Labour Code employees can only have worked an average of 48 hours per week at the end of each averaging period.
3. The Union will be notified at the 20 weeks mark if there are concerns with any employee who is trending to exceed the averaged 48 hours per week or who have exceeded the 48

hours average. The Union will be engaged on discussions on path forward for any employee who is trending or has exceeded the 48 hours per week average.

Signed this 6th day of April, 2017 at Pinawa, Manitoba.

On Behalf of
Canadian Nuclear Laboratories

On Behalf of
UA, Local 254

Signature

Signature

Name and Title

Name and Title