

**AGREEMENT**

**between**

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

**and**

**THE SEVERAL UNIONS LISTED HEREIN**

**through**

**THE ATOMIC ENERGY ALLIED COUNCIL (CRL)  
AFL-CIO and CLC**

**for the period**

**2006 APRIL 01 – 2011 MARCH 31**

**06392 (11)**

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

---

---

---

## CONTENTS

ARTICLE	TITLE	PAGE
<hr/>		
ARTICLE 1 –	RECOGNITION.....	3
ARTICLE 2 –	ALLIED COUNCIL MEMBERSHIP.....	4
ARTICLE 3 –	REPRESENTATIONAL DISPUTES.....	4
ARTICLE 4 –	LEGISLATION.....	4
ARTICLE 5 –	PERSONNEL RELIABILITY AND SECURITY.....	4
ARTICLE 6 –	RESERVATION OF MANAGEMENT RIGHTS.....	5
ARTICLE 7 –	COMPANY RULES.....	5
ARTICLE 8 –	UNION ACTIVITY.....	6
8.02	No Discrimination or Coercion by Company or Unions.....	6
8.03	Permission and Compensation for Duties Performed as Union Representatives.....	6
8.04	Non-Employee Union Representatives on the Plant.....	6
8.05	Leave of Absence for Union Business.....	6
8.06	Bulletin Boards.....	7
8.07	Protection of the Plant.....	7
8.08	Crossing Picket Lines.....	7
ARTICLE 9 –	NO STRIKES OR LOCKOUTS.....	7
ARTICLE 10 –	MANAGEMENT-ALLIED COUNCIL COOPERATIVE COMMITTEE.....	7
10.03	Health & Safety Committee.....	8
10.04	Apprenticeship Committee.....	8
ARTICLE 11 –	GRIEVANCES.....	8
11.01	Definition of Employee Grievance.....	8
11.02	General Grievance Regulations.....	8
11.03	Normal Employee Grievance Procedure.....	9
11.04	Discharge and Disciplinary Suspension Grievance Regulations.....	10
11.05	Discharge Grievance Procedure.....	11
11.06	Disciplinary Suspension Grievance Procedure.....	12
11.07	Company Grievance Procedure.....	12
11.08	Union or Council Grievance Procedure.....	12
ARTICLE 12 –	ARBITRATION.....	12
ARTICLE 13 –	SENIORITY. PROMOTION. LAYOFF. RECALL AND TRANSFER.....	13
13.01	Governing Principles.....	13
13.02	Seniority.....	14
13.03	Layoff.....	16
13.04	Recall.....	17
13.05	Transfers.....	18

## CONTENTS

ARTICLE	TITLE	PAGE
ARTICLE 14 – EMPLOYEE BENEFITS PLANS.....		18
14.01	Supplementary Health Insurance Coverage.....	18
14.02	Dental Insurance Plan.....	18
14.03	Disability Income Protection Programs.....	18
14.04	Intermediate Term Sickness/Disability .....	19
14.05	Long-Term Disability.....	20
14.06	Group Life Insurance.....	20
ARTICLE 15 – SUPERANNUATION AND RETIREMENT COMPENSATION .....		20
ARTICLE 16 – COMPANY HOLIDAYS.....		20
16.02	Compensation for Company Holiday.....	21
ARTICLE 17 – VACATION WITH PAY PLAN.....		22
17.01	General Regulations.....	22
17.02	Vacation Leave.....	23
17.03	Earned Vacation Leave .....	24
ARTICLE 18 – LEAVE OF ABSENCE .....		25
18.01	Special Leave.....	25
18.02	Personal Business Day .....	26
18.03	Court Leave.....	26
18.04	Veteran’s Examination.....	26
18.05	Medical Examinations.....	26
ARTICLE 19 – HOURS OF WORK.....		27
19.01	Work Week.....	27
19.02	Rest Periods.....	27
19.03	Alternate Work Schedules .....	27
19.04	Time Banking.....	27
19.05	8-Hour Day Employees .....	28
19.06	10-Hour Day Employees (Transportation and Protective Services) .....	28
19.07	Shift Employees.....	28
ARTICLE 20 – OVERTIME .....		29
20.01	General.....	29
20.02	Day Employees .....	29
20.03	Shift Employees.....	29
20.04	Pre-arranged Overtime.....	30
20.05	Callouts.....	30
20.06	Meals.....	31
20.07	Distribution of Overtime.....	31
20.08	Travelling To and From Outside Assignments .....	32
20.09	Conventions.....	32
ARTICLE 21 – SALARIES .....		32
21.01	Rate of Pay.....	32
21.02	Classification Grouping.....	32
21.03	Evening and Night Shift Differentials.....	33
21.04	Premium for Scheduled Saturday and Sunday Shift Work.....	33

## CONTENTS

ARTICLE	TITLE	PAGE
21.05	Off-Site Assignment.....	34
21.06	Lead Hand Rates.....	34
21.07	Security Officer and Security Officer – Trainee Progression.....	34
21.08	Payment for Work Within Dual Classifications .....	34
21.09	Limitation on Payment of Premium Rates.....	35
21.10	Payment of Wages .....	35
21.11	Acting Pay .....	35
ARTICLE 22 – SHIFT WORK .....		35
22.01	Limitations on Scheduling of Shifts.....	35
22.02	Holdover.....	36
22.03	Short Change Premium.....	36
ARTICLE 23 – TERMINATION COMPENSATION.....		36
23.01	General.....	36
23.02	Death.....	36
23.03	Layoff.....	37
23.04	Voluntary Resignation Before Retirement.....	37
23.05	Retirement.....	37
ARTICLE 24 – UNION SECURITY .....		37
24.01	Deductions From Wages.....	37
24.02	New Employees.....	38
ARTICLE 25 – TECHNOLOGICAL CHANGE.....		38
ARTICLE 26 – PERFORMANCE REVIEW.....		38
ARTICLE 27– ON CALL.....		39
ARTICLE 28 – MAINTAINER CONCEPT.....		39
ARTICLE 29 – DURATION AND AMENDMENT OF AGREEMENT.....		40

### TABLES

Vacation Table - 24
Table of Families - 43
Classification Grouping - 44
Salary Tables - 45
Apprenticeship Tables - 51
Progression Tables - 54

### ATTACHMENTS

Appendix A – Apprentices - 55
Appendix B – Allied Council 10-Hour Day Agreement - 57
Appendix C – Atomic Energy Allied Council 12-Hour Shift Agreement - 61
Supplementary Letter - 68
Letter of Intent - 79

**A G R E E M E N T**

- between -

ATOMIC ENERGY OF CANADA LIMITED

- and -

Local 47 of the Sheet Metal Workers' International Association;

Local 71 of the United Association of Journeymen  
and Apprentices of the Plumbing and  
Pipe Fitting Industry of the United States and Canada;

Teamsters Local Union 91;

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

Local 200 of the International Brotherhood of Painters and Allied Trades;

Local 742 of the International Brotherhood of Electrical Workers

Local 920 of the International Union of Operating Engineers;

Local 1522 of the International Association of Machinists and Aerospace Workers

-through -

THE ATOMIC ENERGY ALLIED COUNCIL (CRL)  
AFL-CIO and CLC

## **A G R E E M E N T**

### **BETWEEN:**

#### **ATOMIC ENERGY OF CANADA LIMITED**

a Company incorporated pursuant to  
the Atomic Energy Control Act,

hereinafter known as “the Company”

- and -

#### **THE SEVERAL UNIONS LISTED ON PAGE ONE**

- through -

#### **THE ATOMIC ENERGY ALLIED COUNCIL (CRL) AFL-CIO and CLC**

hereinafter known as “the Council”.

### **INTRODUCTION**

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

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

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

- Continuous improvement in quality and efficiency.
- Working together as a team to maintain a safe viable business.
- Freedom from harassment and discrimination.
- Recognition of the full worth and integrity of all employees.

## **ARTICLE I – RECOGNITION**

- 1.01** The several Unions, parties to this Agreement, have been certified by the Canada Industrial Relations Board or recognized by the Company by letter as bargaining agents for certain employees of the Company at Chalk River and Deep River.
- 1.02** The several Unions having constituted an administrative organization known as The Atomic Energy Allied Council, AFL-CIO and CLC have authorized the said Council to become a party to this Agreement and to function on behalf of each of the said Unions for the purpose of administering this Agreement and negotiating renewals or changes in it from time to time, and have delegated to the said Council authority to act on behalf of each of the said Unions with respect to the several matters indicated by the provisions of this Agreement.
- 1.03** This Collective Agreement covers all full-time, part-time, term and casual employees of the Company at Chalk River and Deep River except supervisors and employees of higher rank, office staff, scientific staff, hospital nurses, students, and other employees not represented by the Unions signatory to this agreement.
- 1.04** Part-time employees are those employees who work a portion of the standard hours for full-time bargaining unit employees.
- 1.05** Apprentices are those employees who are hired for the purpose of achieving journeyman status in a specific skilled occupation and who are registered with a provincial agency.
- Special terms and conditions of their employment are defined in Appendix A of this agreement.
- 1.06** Term employees are those employees hired to carry out term assignments of up to twelve (12) months duration which require them to observe the normal work week stipulated by this Agreement and will be eligible for enrolment in Company benefit programs, but who cease to be employed when the job for which they were hired as been completed.
- An employee in this category will be excluded from accruing seniority, will not be given layoff notice and will not have recall rights.
- 1.07** Casual employees are those employees hired on a roster for a period of twelve (12) months and are only paid for the days worked.
- 1.08** Working conditions, benefits, leave and overtime administration for part-time and short-term employees will be as specified under SPP RCW-2.05, Part-Time, Short-Term and Student Employees (Salaried) Benefit

Programs dated 1987 April. Exceptions for regular part-time employees are referenced specifically in this collective agreement.

## **ARTICLE 2 – ALLIED COUNCIL MEMBERSHIP**

If any additional Union is later recognized or certified to represent a group of employees of the Company, or if any Union should be substituted for any one of the Unions party to this Agreement, the Council will, if it is appropriate, make provision for such Union to become a member of and to participate in the activities of the Council if the said Union agrees to the terms and conditions of membership in the Council.

## **ARTICLE 3 – REPRESENTATIONAL DISPUTES**

Any difficulty arising out of a representational dispute between any member Unions of the Council shall be adjusted by the Council in conformity with the regulations covering such matters made by the AFL-CIO and CLC and without interfering in any way with the Company's operations, and the several Unions agree that the Company will not be involved in any such dispute. However, in any case where the Council is unable to resolve any such dispute without delay, then the Company will specify by which of the claimant Unions the employee or employees concerned will be represented, and this will determine the matter until the Council reports to the Company that it has been resolved, either by agreement of the Unions concerned or pursuant to the regulations of the AFL-CIO and CLC.

## **ARTICLE 4 – LEGISLATION**

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

## **ARTICLE 5 – PERSONNEL RELIABILITY AND SECURITY**

- 5.01** Maintenance of Site Access Clearance or the appropriate security clearance for the position held, as described by the Corporate policy on Personnel Security Procedure (00-342 dated 1997 September 26) and the Security Policy of the Government of Canada, is a condition of employment for all employees in the bargaining unit.
- 5.02** Site Access Clearance or Security Clearance may be revoked or revised based on new information. Where this action results in the Company revoking an employee's Site Access Clearance or detrimentally changing a security designation, the employee and the President of the Allied Council shall be notified in writing of such action. The notice shall disclose the reasons for the Company's action to the fullest extent permissible by law and shall inform the employee of the applicable rights of review and redress.

## **ARTICLE 6 – RESERVATION OF MANAGEMENT RIGHTS**

The Council acknowledges that it is a function of the Company, subject to the provisions of this Agreement, to:

- a) Maintain order and efficiency, and to this end to make and alter from time to time reasonable rules and regulations to be observed by the employees. The Company agrees, however, to discuss changes in rules and regulations which apply to members of the bargaining units with the Council.
- b) Hire, retire, discharge, transfer, promote, demote, suspend, layoff, or discipline employees, provided that a claim of discriminatory promotion, demotion, transfer, or a claim that an employee has been discharged or disciplined without just cause, including the extent of the penalty, may be the subject of a grievance, and dealt with in the grievance and arbitration procedures. In the interests of mutual understanding and the efficient administration of this function the Company agrees that in case of demotion, suspension, layoff or discharge, it will notify an Executive Officer of the Council, normally the President, and an Executive Officer of the Union concerned of the action taken and the reason for it.
- c) Generally manage the enterprise in which the Company is engaged, and without restricting the generality of the foregoing to determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of material and parts to be incorporated in the products produced.

## **ARTICLE 7 – COMPANY RULES**

- 7.01** The company will forward to the Secretary of the Council sufficient copies for each member local of all Notices, Standard Policies and Procedures and amendments thereto affecting members of the Bargaining Unit, immediately as they are issued.
- 7.02** New and revised Standard Policies and Procedures that affect working conditions will be discussed with the Council in advance of publication where this is practicable and, when issued, will be posted on bulletin boards by the Company for ten (10) working days.
- 7.03** Job Specifications will be maintained as up-to-date as possible. Any new job specification or revision to current job specifications shall require consultation with the Council.

10

## **ARTICLE 8 – UNION ACTIVITY**

**8.01** The Council and Unions agree that there will be no Union activity or meetings on Company premises except as provided for in this Agreement.

### **8.02 No Discrimination or Coercion by Company or Unions**

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

### **8.03 Permission and Compensation for Duties Performed as Union Representatives**

- a) The company acknowledges that from time to time it will be necessary for employees serving as Council or Union Officers or Stewards to leave their work in order to perform functions provided for in this Agreement on behalf of the Council or a Union. The Council agrees that such employees will not leave their duties without first obtaining the permission of their immediate supervision. Permission will not be unreasonably withheld. On completion of the function for which permission to leave was granted, they will report to their immediate supervision before resuming work.
- b) In accordance with the above understanding, the Company will compensate Council and Union Officers and Stewards for the time spent in handling grievances of employees, to a reasonable amount of time in any week, at their regular rate of pay but this will not apply to time spent on such matters outside of their regular working hours.

### **8.04 Non-Employee Union Representatives on the Plant**

Designated non-employee representatives of member Unions requiring to visit CRL in connection with his Agreement will be allowed to do so, but the visit must be confined to the specific purpose and areas for which permission is granted.

### **8.05 Leave of Absence for Union Business**

- a) Leave of absence without pay to a reasonable extent each year shall be allowed for the Executive Officers of the Council and for a reasonable number of members of each of the signatory Unions, at any one time, for the purpose of participation in training courses or attending to local Union business distant from the Plant, subject in each case to Plant conditions permitting. Requests for such leave must be made to the employee's Branch manager and should be submitted, where possible, at least two (2) weeks in advance. The request for Leave form is to be co-signed as per current practice. The absence is to be recorded.
- b) Leave of absence without pay, for a period of up to approximately one (1) year will be granted to employees elected or appointed to a full-time Union

office, provided that no more than two (2) are on such leave at any one time. Requests for one (1) year extensions during a (first) term of office will be considered, but leave without pay will in no case be granted to an employee for more than four (4) consecutive years.

#### **8.06 Bulletin Boards**

The Company agrees to provide bulletin boards for use of member unions. It is understood that postings, which may be of a controversial nature, will be discussed with Employee Relations staff before posting.

#### **8.07 Protection of the Plant**

If at any time the employees represented by any one of the several unions should engage in a stoppage of work the union concerned, the Council Executive and the Company will meet in advance to discuss how to ensure that Company property and long term mutual interests are protected.

#### **8.08 Crossing Picket Lines**

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

### **ARTICLE 9 – NO STRIKES OR LOCKOUTS**

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

### **ARTICLE 10 – MANAGEMENT-ALLIED COUNCIL COOPERATIVE COMMITTEE**

**10.01** The company and the Council recognize that co-operation between the Company and the employees is indispensable to the accomplishment of the public purposes for which the Chalk River Laboratories have been established.

**10.02** In accordance with this declaration, the existing Cooperative Committee is reaffirmed. Council representation shall consist of one (1) member from each of the Unions and two (2) representatives from the Council. The Company shall have members at its discretion. A meeting will normally be held quarterly or when required by mutual agreement. The Company and the Union will agree to the agenda to be discussed based on the intent of this Article 10.02, one week prior to the scheduled meeting. Minutes of all meetings will be kept.

The Cooperative Committee shall give consideration to matters of mutual interest to the Company and the Council affecting those employees covered by this Agreement, including the promotion of education and training, the betterment of employment conditions, changes that affect

employees that cannot be dealt with effectively at the supervisory or Branch level, and matters affecting employee well-being.

### **10.03 Health & Safety Committee**

Consistent with the requirements of the Canada Labour Code, the parties also agree to participate in a Health & Safety Committee, which shall consider all health, and safety matters of mutual interest.

### **10.04 Apprenticeship Committee**

The Company and the Council acknowledge that they have a mutual interest in the promotion of apprenticeship training and to this end agree to maintain a joint committee with equal representation (up to six (6) members named by each of the Company and Council) to co-ordinate and participate in the selection and training of apprentices and to be responsible for responding to legislative program changes that impact on apprenticeship activities, provided that where such changes impact on the Collective Agreement they shall not be implemented until the parties to the Collective Agreement give their approval.

## **ARTICLE 11 – GRIEVANCES**

### **11.01 Definition of Employee Grievance**

For the purpose of this Agreement, a grievance of employees is defined as a dispute or controversy between the Company and one (1) or more of its employees which:

- a) Affects such employees in their work, pay or relations with the Company and arises under, and by virtue of, the application or interpretation of the provisions of this Agreement as to wages, hours, working conditions, or the terms of their employment; or
- b) Arises from alleged abuse of discretion by Company supervisors in their treatment of employees with respect to matters provided for in this Agreement; or
- c) Alleges that the Company has discriminated in respect of promotion, demotion, transfer, or has discharged or disciplined an employee without just cause except when the discharge is for reasons of national security or when the employee concerned is not on a seniority list. In the interests of mutual understanding and efficient administration the Company agrees that in cases of demotion, suspension, layoff or discharge, it will notify an Executive Officer of the Council, normally the President, and an Executive Officer of the Union concerned of the action taken and the reason for it.

### **11.02 General Grievance Regulations**

- a) The word “days” as used in this Article shall mean working days, except as otherwise provided.

- b) The Company may request a more specific statement of a grievance or of subsequent replies if the statement or reply does not clearly and sufficiently state the problem or the reasons. The Council and Unions agree that the discussion on each grievance shall be limited to the subject specified in the written grievance as filed or as amended pursuant to the Company's request.
- c) Grievance forms shall be provided by the Company and triplicate copies shall be made of each grievance. After final disposition of a grievance is effected, the Company, the Union and the Council shall each have a copy.
- d) Employee grievances alleging improper application of Article 13.01 b) or c) in a competition shall be submitted at Step 2 to the Manager of the Branch that conducted the competition, and thereafter dealt with under the Normal Employee Grievance Procedure.
- e) Any grievance not filed in writing with the supervisor within ten (10) days after the employee and/or the Union has the opportunity to be aware of the incident, which is the basis of the grievance, shall be deemed to have been waived and shall not be considered. (Grievances relating to discharge or disciplinary suspension must be filed within five (5) days – see Article 1 ■04 b).
- f) (i) Failure to take any successive steps herein provided for, within the specified number of days from the day the written decision on the grievance is presented to the representative, shall be deemed as acceptance of such decision, as final.  
(ii) Withdrawal of a grievance or failure to meet specified time limits will not bar or prejudice a subsequent grievance on a similar question.  
(iii) If the Company representative fails to reply to a grievance within the specified time limit, at any step, the grievance may proceed to the next step.
- g) Wage or classification adjustments granted as a result of a presentation of a grievance shall not be made retroactive beyond the date on which the grievance was filed in writing at Step 2.
- h) The Company and the Council agree that no meeting shall last more than **two** (2) hours.
- i) Any or all of the time limits applicable to grievance procedures may be extended by mutual agreement of the Union and the Company.

### **11.03 Normal Employee Grievance Procedure**

The normal employee Grievance Procedure shall be as follows:

#### **Step 1 – Discussion of Complaint**

A complaint must be discussed orally with the supervisor by the aggrieved employee either alone or, at the request of the employee, in the presence of a

Union representative. If the employee does not request the presence of a Union representative at this time, the representative shall have the opportunity of discussing the matter with the supervisor and the employee before proceeding to Step 2. In the event the complaint is not settled in this manner, it then becomes a grievance.

### **Step 2 – Written Submission to Supervisor**

- a) The grievance shall be reduced to writing on a standard grievance form in triplicate setting out the date of the events giving rise to the grievance, the names of any persons involved, other relevant facts and the remedial action requested. The grievance shall be signed by the employee and a Union representative and then presented to the supervisor by the Union representative.
- b) Within two (2) days of receipt of a grievance a meeting shall be held with the Branch manager or designate. The Branch manager or designate shall write the decision on, sign and return the forms to the Union representative within two (2) further days.
- c) Within two (2) days after the Union representative has received an answer from the Branch Manager or designate, the grievance forms shall be returned to the Branch manager by the Union representative appropriately marked as satisfactory or unsatisfactory.

### **Step 3 – Company – Council**

- a) Should the reply in the second step be unsatisfactory to the Union, it will then refer the matter to the Council Executive, which shall decide whether to process the grievance further. If the Council Executive decides to process further, then the local Union shall, within fifteen (15) days of the date of the second step answer, submit a request, countersigned by a member of the Council Executive, for a Company-Council meeting within twenty (20) days of the request.
- b) The Council will be represented by the Council Executive Officers. The aggrieved employee, the employee's local Union representatives as necessary and a National or International representative of the Union concerned may attend.
- c) A written decision, addressed to the Council President, shall be made within ten (10) days after the meeting. If a local Union initiated the grievance, a copy shall also be forwarded to the Union President.
- d) If no response is made by the Council to this decision within ten (10) days, the grievance shall be considered as settled.

### **11.04 Discharge and Disciplinary Suspension Grievance Regulations**

- a) In any case of discharge (except for reasons of national security) or disciplinary suspension, the employee shall be advised of the reason. In addition, an Executive Officer of the Union concerned and an Executive

Officer of the Council (normally the President), shall be advised of the action taken and the reason for it, not later than the time the employee is informed of the action being taken.

- b) Cases of claimed unjust discharge or disciplinary suspension shall be final and not entitled to consideration or made the basis of a grievance unless filed within five (5) days after the employee and the employee's Union representative have received notification (or all reasonable steps have been taken to notify the employee) of the discharge or disciplinary action.
- c) It is understood that a layoff due to lack of work, or suspension of operations, in any part of the Chalk River Laboratories does not constitute a discharge or disciplinary suspension.
- d) The sole question to be determined by the following procedures shall be whether or not the employee was discharged or suspended for just cause. If it is decided that the employee was wrongfully discharged or suspended, the employee shall be awarded reinstatement to the employee's former job without loss of seniority and with full compensation for time loss at the employee's regular wage rate, less any earnings received by the employee from other sources during the period of discharge or suspension. The grievance may also be settled by deciding that the discharge or suspension given was for just cause. It is also understood that such a grievance may be settled by deciding that the penalty given to the employee was excessive, and that the employee should be reinstated with partial compensation for time lost.

#### **11.05 Discharge Grievance Procedure**

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

- a) The alleged grievance shall be reduced to writing, signed by the employee, and submitted to the appropriate Human Resources representative or other designated Company representative.
- b) A hearing shall be called by the Company. A National or International representative of the Union, and Executive Officer of the Council, local Union representatives as necessary, and the aggrieved employee may attend. If the employee, due to conditions beyond the employee's control and through no fault of the employee, is unable to present the grievance in person, the employee's Union representative may act on the employee's behalf.
- c) The Company representative will submit a written decision to the Union representative within two (2) days after the matter is presented to the Company.
- d) Should the decision be unsatisfactory to the Union, it will then refer the matter to the Council. A written Council reply shall be submitted to the

appropriate Human Resources representative, within five (5) days, stating whether the decision is satisfactory or unsatisfactory.

### **11.06 Disciplinary Suspension Grievance Procedure**

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

- a) The alleged grievance shall first be discussed by the employee with the employee's supervisor. If the matter is not settled the alleged grievance shall be reduced to writing, signed by the employee, and submitted to the employee's Branch Manager.
- b) The normal employee grievance procedure will thereafter apply, starting at Step 2. If the employee due to conditions beyond the employee's control and through no fault of the employee is unable to present the grievance in person, the employee's Union representative may act on the employee's behalf.

### **11.07 Company Grievance Procedure**

- a) It is understood that the company may request a meeting with the Council Officers for the purpose of presenting any complaint with respect to the conduct of the Council or of a member Union or may present such a complaint at any meeting held with the Council.
- b) If such a complaint by the Company is not settled it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

### **11.08 Union or Council Grievance Procedure**

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

- a) Cannot be dealt with under Article 11.03 or 11.04 because of the inability or refusal of an employee to submit a grievance, or
- b) Concerns employees working under different supervisors may be submitted in writing by the Union or Council at the second step and dealt with as a normal grievance. It is understood that if the supervisors concerned are in different Branches but within the same Division, the grievance at Step 2 will be handled by the Division Manager; if they are in different Divisions the grievance will be handled by an Employee Relations representative.

## **ARTICLE 12 – ARBITRATION**

**12.01** Within ten (10) 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 Employee Relations, and in a case against the Council, by mailing a copy to the President of the Council.

- 12.02** Wages (except as provided for in Article 21.02 c)), negotiations, modification of the Agreement, and questions not involving the application or interpretation of the Agreement shall not be arbitrable.
- 12.03** The matter to be arbitrated is the issue raised in the grievance.
- 12.04** The Company or the Union, within fifteen (15) days, will notify the other party that they will submit the matter in dispute to arbitration. The parties will then meet to agree on a single arbitrator, acceptable to both parties.
- 12.05** Upon failure to agree on the selection of an arbitrator, the matter shall be referred to the Minister of Labour of the Government of Canada, with the request that the Minister appoint the arbitrator.
- 12.06** The cost of the services of the arbitrator shall be borne equally by both parties.
- 12.07** The decision of the arbitrator shall be final and binding on all parties concerned.
- 12.08** The arbitrator shall have no power to add to, nor to subtract from nor to modify the terms of this Agreement or any Agreement made supplementary hereto, and shall render a decision not inconsistent with the terms of this Agreement. In cases of discharge or disciplinary suspension, the arbitrator shall have the same discretion to make an award as is provided in Article 1 104 d).

## **ARTICLE 13 – SENIORITY, PROMOTION, LAYOFF, RECALL AND TRANSFER**

### **13.01 Governing Principles**

- a) Layoffs will be in the reverse order of seniority in the classification concerned, provided that senior employees are qualified and can perform, after a reasonable period of familiarization, the remaining work.
- b) The skill and experience of an employee and the employee's capacity to perform the required task shall be the determining factors in all cases of appointment, promotion, transfer and the advancement of an employee to a higher classification covered by this Agreement, but when these are approximately equal, seniority within the classification will be the deciding factor.
- c) Competitions for positions will be posted for a minimum of six (6) days. The successful candidate will be notified as soon as possible. Following

receipt of acceptance, the name of the successful applicant will be posted on competition notice boards. On request, unsuccessful applicants shall have a post selection interview with a representative of the branch or organizational unit conducting the competition. First consideration will be given to internal applicants in this bargaining unit and employees covered under a reciprocal agreement. In order to meet target group representation as specified by Canadian Human Rights Commission, after consultation with, and agreement of the Council and Union involved, a competition may be limited to target group applicants.

- d) Temporary positions will be staffed on an as required basis from a list of qualified personnel who have indicated their interest in temporary positions from a list generated semi-annually within the branch. Personnel on the list will be assigned on a rotational basis as per operational requirements, but not unreasonably withheld to the extent that an individual is disadvantaged from receiving an equal opportunity, experience and related training.
- e) In the interest of improved productivity and greater return on training costs for people new in positions it is agreed that employees should normally remain in positions acquired through internal or external competition for a period of twelve (12) months before applying for other internal competitions. Either party may request exemption due to special circumstances. Such exemptions will be discussed with the Union and not unreasonably denied. This provision is not intended to restrict normal career development.

### **13.02 Seniority**

#### **a) Effective Date**

- i) An employee shall be on probationary service until the employee has worked one hundred and twenty (120) days or nine hundred and sixty (960) hours (excluding overtime), whichever comes first, following the employee's appointment to a continuing position. On completion of this period the employee shall be placed on a seniority list and shall then be credited with service since date of hire. Regardless of when the NRF course is conducted, NRF new hires shall be credited with probationary time from start to finish.

There will be no change in an employee's classification during this probationary period without prior discussion with the Allied Council and the Union(s) involved. On any subsequent transfer to a different classification within the Bargaining Unit, a thirty (30) day familiarization period will also be served, during which time the employee may elect to return to the employee's former classification, or the employer may reassign the employee to such former classification without loss of seniority, such reassignment shall be subject to the grievance procedure.

**b) Seniority Lists**

- i) A seniority list shall be maintained by the Company for each classification or family of classifications. The seniority of an employee shall include the employee's full period of service in the employee's current classification excluding periods while on Leave Without Pay for more than six (6) months as provided for in Supplementary Letter Item 15 – Absenteeism and, if this is in a family of classifications, similar service within the family (see Article 13.02 c) below), at the Chalk River Laboratories. Such service must be unbroken by termination except as provided for in Articles 13.03 e) and 13.04.
- ii) The establishment or revision of seniority dates, for special cases including those raised where seniority has ceased to accrue under (i) above, will be determined by the Company, the Council and the Union concerned.
- iii) Should two (2) or more employees have the same seniority date, seniority standing will be established by the following criteria which will be considered in the listed order until seniority is established.
  - 1) An employee with the greater length of continuous AECL employment will be deemed senior.
  - 2) An employee with the greater length of non-continuous AECL employment will be deemed senior.
  - 3) Seniority will be determined by the process of chance through the drawing of names. The respective union representative involved will be present at such drawing of names.
- iv) The current seniority list will be made available semi-annually, on request, to each Union for classifications they represent.

**c) Families of Classifications**

Families of classifications, as designated in the Table of Families, page 43, have been established where there is a recognized line of progression between classifications. Also Lead Hands, Class 2 and Class B levels form separate classifications which are included in a family with their basic classification, except as provided for in Article 13.03 d).

**d) Seniority Credits**

**i) For Apprenticeship Services**

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

purposes, with actual continuous CRL service as an apprentice or trainee in the classification concerned.

- e) An employee transferred or promoted from one (1) classification or family to another classification or family shall retain in the employee's immediately former classification or family the seniority the employee had, to a maximum of five (5) years, in that former classification or family for a period of time equal to that seniority or five (5) years whichever is the lesser.

This retained seniority shall be decreased by the amount of time the employee has been transferred or promoted from the former classification; e.g. if an employee, who is eligible to retain five (5) years seniority, returns to the former classification after three (3) years, the employee would be credited with two (2) years of seniority in that classification or family.

- f) An employee transferred or promoted to a temporary position in another classification will continue to accrue seniority in the employee's former classification or family.

### **13.03 Layoff**

- a) No employee on a seniority list will be laid off while a probationary employee or an apprentice is retained in the classification.
- b) In the event employees are to be laid off, the Company will provide notice equal to one (1) week in addition to the minimum specified in the Canada Labour Code, Part III to the President of the Allied Council, the President of the Local Union or Unions concerned, and the employees who are to be laid off.

- c) **Families of Classifications**

An employee in a classification which is part of a family and who is designated for layoff in accordance with Article 13.01 a) will have the alternative of being laid off, or in descending order of classifications displacing an employee with less seniority in a lower wage rated classification within the family provided the employee is qualified to perform the remaining work.

- d) An employee who is designated for layoff, but who retains seniority in a former classification or family in accordance with Article 13.02 e), will have the alternative of being laid off or displacing an employee with less seniority in that former classification or in descending order, a lower wage rated classification in the family provided the employee is qualified to perform the required work.
- e) (i) In the case of a layoff in the employee's basic classification, a Lead Hand with less than one (1) year's service as a Lead Hand shall be considered to be in the employee's basic classification.

(ii) In the case of a layoff in a Lead Hand classification the seniority of employees for this purpose will be considered to include only their period of service in the Lead Hand classification.

- f) When an employee who has bumping rights decides to exercise that right, the employee will be obligated to do so in writing within seven (7) working days of receiving layoff notice. In cases where an employee who has received layoff notice requests pension estimate information, this information will be made available within the seven (7) day period.
- g) For the purpose of this Article, the provisions of 13.04 a) and c) will apply to an employee who is offered and elects reclassification to alternate work in lieu of layoff, and while on a recall list the employee will retain a seniority standing.
- h) Employees who are laid off will be given their Record of Employment, wages and vacation pay owing within two (2) weeks after the last day of employment.

#### **13.04 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, the employee shall be retained on a recall list for a period equal to the employee's seniority, but not exceeding two (2) years, unless recalled to work within that period.
- b) While on a recall list the employee will retain a seniority standing but will not be considered as an employee for the purpose of this Agreement.
- c) A recall list shall be maintained for each classification in which a layoff due to lack of work has occurred in the preceding two (2) years and recalls will be made from the list in order of seniority to any continuing job within that classification or to a lower wage rated classification in the family provided the employee is qualified to perform the work.
- d) Notification of recall will be by registered letter to the last known address of the person concerned. If the employee does not report for work within ten (10) working days after recall, without reasonable excuse, the employee's name 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) When an employee on the recall list accepts a term assignment in their primary classification, the employee's remaining recall period will be put on hold for the duration of the term assignment.
- f) Employees with recall rights will have first opportunity, in order of seniority, for casual and term assignments, initially in their original classification, followed by other opportunities within the Bargaining Unit, provided that they are qualified to perform the work. Acceptance or rejection of such

employment offers will have no impact on an employee's recall rights or seniority rights.

### **13.05 Transfers**

The Company agrees to record and acknowledge written requests of employees for transfer to specific jobs.

## **ARTICLE 14 – EMPLOYEE BENEFITS PLANS**

### **14.01 Supplementary Health Insurance Coverage**

The Company will provide the group Extended Health Care Plan including semi-private Hospital coverage and will pay sixty-five percent (65) of the premium necessary for full-time continuing and regular part-time employees. Effective 2006 June 01, the Company will pay seventy-five per cent (75%) of the premium necessary for full-time and regular part time employees.

### **14.02 Dental Insurance Plan**

The Company will pay one hundred percent (100%) of the premium cost of the Dental Care Plan to all continuing employees and will pay one hundred percent (100%) of the premium cost of this plan for employees working a schedule of eighty percent (80%) or greater. For employees working less than eighty percent (80%) the Company will pay sixty percent (60%) of the premium.

#### **(a) Dental Plan Changes effective 2008 April 01**

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

### **14.03 Disability Income Protection Programs**

#### **a) General**

Sick leave is for use only where an employee is unable to work due to personal illness and/or personal medical/dental appointments. If the absence exceeds three (3) consecutive days the employee must submit a medical/dental certificate signed by the attending physician/dentist. A maximum of six (6) days without a medical certificate is allowable during each fiscal year.

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

Employees may elect to use sick leave in minimum increments of one-half hour for medical/dental appointments.

**b) Return to Work Programs**

Rehabilitative employment is considered a viable method of returning employees to the workforce following illness or injury, subject to appropriate medical approval and employee's work restrictions. If the rehabilitative employment would result in the assignment of an employee to a classification represented by another Union of the Council or another Union on the Company property it will require the prior approval of such Union. Such assignments are not expected to exceed six (6) months, and will not result in a change in the employee's basic classification.

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

**c) Short Term Sick Leave**

Each employee will receive a credit of six (6) days of one hundred percent (100%) paid sick leave on each April 01. Employees hired during the fiscal year will have sick leave credited at the time of hire on the following basis:

- Hired prior to July 01; full credit
- Hired July 01 to September 30 inclusive; 4.5 days
- Hired October 01 to December 31 inclusive; 3 days
- Hired January 01 to March 31 inclusive; 1.5 days

Employees who are absent on long-term disability benefits referred to in Article 14.05 on April 01 will not be credited with the six (6) days until the April 01 following their recovery and return to work – the credit will be six (6) days if the employee returns to work on or before October 01, three (3) days if after. Any short-term sick leave unused at the end of the leave period may be carried over to the next leave period.

**14.04 Intermediate Term Sickness/Disability**

Employees who have exhausted all sick leave credits under Article 14.03 will be eligible for seventy-five percent (75%) of their basic wages during necessary absences due to sickness or disability to a maximum of twenty-six (26) weeks. This benefit will be re-established after a return to normal duties of at least ten (10) consecutive days (eighty (80) scheduled shift hours worked) in the case of a recurrence of the same disability, or at least one (1) day in the case of a new disability.

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

#### **14.05 Long-Term Disability**

The Long Term Disability Plan will apply to all employees of the Allied Council hired on or after 1980 September 02, and those on strength prior to this date who were eligible for and who elected for coverage. Upon expiration of coverage under Article 14.03 c) (Short-Term Sick Leave) and 14.04 (Intermediate Term Sickness/Disability), covered employees are eligible to receive long term disability benefits. The Company will pay fifty percent (50%) of the premium cost of this plan.

#### **14.06 Group Life Insurance**

Life insurance will be provided as follows:

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

### **ARTICLE 15 – SUPERANNUATION AND RETIREMENT COMPENSATION**

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

### **ARTICLE 16 –COMPANY HOLIDAYS**

**16.01** (a) (i) There shall be twelve (12) Company Holidays each calendar year. Except as provided for in Article 16.01 b), the Company Holidays will be observed as follows:

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

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

The remaining three (3) days will be considered as individually floating holidays which may be taken at the request of the employee subject to operational requirements. Unused Company floating holidays from the previous calendar year cannot be carried over to the next fiscal year.

- b) For shift employees, the Company Holidays for New Year's Day, Canada Day, Christmas Day and Boxing Day will be considered to be on January 01, July 01, December 25 and December 26 respectively when they fall on a Saturday or Sunday. In those circumstances, shift employees required to work on the corresponding holiday for day workers specified in 16.01 a) will receive normal pay for normal hours, including shift premium if applicable.
- c) For employees hired during the year, the three (3) floating Company Holidays will be pro-rated as follows:
  - Hired before May 01,  
Three (3) floating Company Holidays;
  - Hired May 01 to August 31,  
Two (2) floating Company Holidays;
  - Hired September 01 to December 31,  
One (1) floating Company Holiday.

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

- Terminating prior to May 01,  
One (1) floating Company Holiday;
- Terminating May 01 to August 31,  
Two (2) floating Company Holidays;
- Terminating September 01 to December 31,  
Three (3) floating Company Holidays.

## **16.02 Compensation for Company Holiday**

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

### **a) Day Employees**

- i) Day employees who are not required to work on Company Holidays will receive their normal pay for normal hours.

- ii) Day employees who are required to work on Company Holidays will receive normal pay for normal hours as in a) (i) above in addition to overtime pay.
- b) Shift Employees**
  - i) Shift employees who are on a scheduled day of rest on a Company Holiday are entitled to a holiday with pay at some other time which may be by way of addition to annual vacation or granted as a holiday with pay at a time convenient to the employees and the Company.
  - ii) Shift employees who are scheduled to work on Company Holidays and do work will receive time and one-half both normal rate and shift premium if applicable for the hours worked, subject to 20.01 b) and 20.03 a) (i), and are entitled to a paid holiday at some other time which may be by way of addition to annual vacation or granted as a holiday with pay at a time convenient to the employees and the Company.
  - iii) Shift employees required to work overtime on a Company Holiday that is also a scheduled day of rest are entitled to the applicable overtime pay times both normal rate and shift premium if applicable plus one (1) alternate paid holiday as in b) (i) above.

## **ARTICLE 17 – VACATION WITH PAY PLAN**

### **17.01 General Regulations**

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

- a) The vacation year shall extend from April 01 to March 31 of the following year.
- b) Continuous and discontinuous service shall be as defined in RCW-2.37, "Vacation Leave-Salaried Employees" 1989 August.
- c) One (1) week shall consist of five (5) days for both day and shift employees.
- d) Scheduling of vacation is subject to operational requirements and therefore requires the approval of the employee's supervision. If an employee is working in a dual classification the employee shall be considered to be in the higher of the two (2) classifications for the purpose of scheduling the vacation with pay plan.
- e) Normally vacation shall not be divided, except with the consent of the employee and the employee's supervisor.
- f) It is not permissible to omit all or part of the vacation and draw vacation pay in lieu thereof.

- g) An employee may not draw vacation pay for a period of absence for which the employee is receiving short-term or intermediate term sickness/disability benefits under Articles 14.02 or 14.03.
- h) Employees who have not used all of their vacation leave credits by the end of a vacation year (March 31) will be allowed to carry over to the following vacation year such unused credits provided that the number of days carried forward does not exceed the number of days vacation earned during the vacation year just completed.
- i) Employees who have exhausted their short-term and intermediate term sickness/disability benefits and have not returned to work will cease to accrue vacation leave credits.  
  
Subject to operational requirements, up to three (3) days vacation leave may be advanced to meet unforeseen emergency needs. An employee must have exhausted all vacation credits prior to such an advance being considered.
- k) Each day of vacation taken by an employee will be paid at the employee's current salary for the employee's normal working hours for that day. No premium or bonuses will, however, apply.
- l) Employees who are in dual classifications will receive vacation pay in the current vacation year based on the higher classification if they had worked in excess of forty per cent (40%) of their time in the higher classification in the preceding vacation year.
- m) Pay for vacation taken but not earned will be recovered on termination of employment except where the termination is due to death, disability or layoff. However, with respect to layoff, once notice has been served, any days taken but not earned beyond that date would be recoverable. In the case of layoff of personnel hired to perform specific short-term work assignments, pay for vacation taken but not earned will be recovered.
- n) One (1) day of the annual vacation leave granted may be used in minimum increments of one-half (1/2) hour.

## **17.02 Vacation Leave**

Vacation leave is credited to continuing employees on the following basis and regulations governing this leave are specified in SPP RCW-2.37, Vacation Leave-Salaried Employees dated 1989 August.

- i) New employees earn vacation leave at the rate of one and one-quarter days per month. After six (6) calendar months of service they are credited with vacation leave to the extent of the amount that they will earn to the end of the vacation year (March 31). Employees who have been rehired are credited with the period or periods of previous AECL service for vacation purposes and will earn vacation at the appropriate rate for their total eligible AECL service in accordance with SPP RCW-2.37, Vacation Leave-Salaried Employees dated 1989 August.

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

**VACATION TABLE -VACATION CREDITS**

<b>Service by April 01</b>	<b>Effective April 01</b>
1/2 but less than 6 years	15 days
6 but less than 7 years	16 days
7 but less than 8 years	17 days
8 but less than 9 years	18 days
9 but less than 10 years	19 days
10 but less than 14 years	20 days
14 but less than 16 years	21 days
16 but less than 18 years	22 days
18 but less than 20 years	23 days
20 but less than 22 years	24 days
22 but less than 23 years	25 days
23 but less than 25 years	26 days
25 but less than 27 years	27 days
27 but less than 29 years	28 days
29 but less than 31 years	29 days
31 years or more	30 days

**Note:** (i) For the purpose of this Plan, an employee who begins work on the first working day of the month will be considered to have started in the previous month.

**17.03 Earned Vacation Leave**

Employees hired prior to 1981 April 01 will maintain the earned vacation to their credit at the time of conversion to the advanced vacation system. These earned vacation credits may be taken over the term of the employee's employment to a maximum of five (5) days per year. Should an employee fail to exercise this option, these earned leave credits will be paid out at the time of retirement or termination at the salary in effect at that time.

## **ARTICLE 18 – LEAVE OF ABSENCE**

### **18.01 Special Leave**

#### **a) General**

Special leave provides limited leave with pay when it is necessary for an employee to be absent under specified circumstances.

Wages paid to an employee for a period of special leave shall be at the rate of normal pay for work performed during normal hours on the day preceding the special leave but not more than the wages that would have been paid to the employee if the employee had worked a normal number of working hours on the day or days of special leave.

Employees shall, to the extent specified below, be granted leave with pay in the following circumstances:

#### **b) Death in the Family**

- i) In the case of death in the immediate family, employees are entitled to and will be granted special leave on any of their normal working days that occur during the three (3) days immediately following the day of death. Additional days may be granted if and to the extent required to permit the employee to make arrangements and/or to attend the funeral, memorial or interment service, etc.. In no case will the total special leave exceed three (3) working days except as provided below.

Immediate family is defined for this purpose as father, mother, foster parents, brother, sister, spouse or child of the employee, father or mother of the employee's spouse, grandparent, grandchild; or other relatives living in the same household with the employee.

An employee may, subject to prior approval, defer taking one (1) or more of the days of leave entitlement to attend the funeral, memorial or interment service in the event that it takes place later than three (3) days after the death or, within twelve (12) months of the death, in order to settle the estate. The period of leave may also be advanced in order to include the day of death.

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

Where the employee must miss more than the entitled days, due to the length of the trip required to attend the funeral, memorial or interment service and/or settle the estate, additional special leave may be granted. Leave for travel will not exceed a total of two (2) days.

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

**c) Marriage**

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

**d) Birth or Adoption of Child**

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

**18.02 Personal Business Day**

On April 01 of each fiscal year, one (1) day (eight (8) hours) of paid leave will be credited to employees for use in personal or special circumstances. At no time will an employee have a credit of more than ten (10) Personal Business Days. The granting of such personal leave will be subject to normal approval by supervision subject to operational requirements, and will not be unreasonably withheld. Upon termination of employment with the Company, unused day(s) will be paid off at the employee's current salary in effect at the time.

**18.03 Court Leave**

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

**18.04 Veteran's Examination**

An employee who is a veteran and who is required to report for D.V.A. or pension examination shall be paid the difference between the employee's regular rate and the amount paid by D.V.A. for up to three (3) days' absence.

**18.05 Medical Examinations**

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

Employees required by outside agencies to take periodic, work-related medical examinations may, if permitted by the agency, elect to have such examinations performed during working hours by a CRL doctor without cost.

If necessary, the Company will, in either situation, allow such employees leave without pay for the purpose of being examined by another doctor, at the employee's expense, should the Union desire a second opinion.

## **ARTICLE 19 – HOURS OF WORK**

### **19.01 Workweek**

The CRL workweek shall commence at 0005 hours Sunday and extend to 0005 hours the following Sunday. Nothing in this Article shall be construed as a guarantee of work.

### **19.02 Rest Periods**

The Company agrees to provide one (1) ten (10) minutes rest period for each one-half shift worked. Refreshments may be consumed during rest periods subject to their availability and health considerations. It is understood that the time to obtain refreshments is included in the ten (10) minute allowance.

### **19.03 Alternate Work Schedules**

Notwithstanding any reference to commencement/departure times in Article 19.05, 19.06 and 19.07, 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 alternative work schedules may be used:

- a) Changes in commencement/departure times schedules by supervision, will not exceed two (2) hours, will be discussed by the parties a week in advance and will be in effect for a week or more, unless otherwise agreed.
- b) Employees may request to reschedule the standard day as defined in Article 19.05 b) by up to two (2) hours subject to approval by supervision. Such requests will not be unreasonably withheld.

### **19.04 Time Banking**

In addition to the hours per day regularly worked, employees may elect to work extra hours to accumulate up to a total maximum of forty (40) hours to be taken off at a later time. The accumulation of such extra hours must be on productive work with the prior approval of supervision, worked in minimum thirty (30) minutes periods and earned at the rate of hours accumulated equal to the actual extra hours worked. The accumulated time may be taken as time off by the employee subject to advance approval by supervision.

The working of required extra hours as banked time will only be at the employee's discretion.

### **19.05 8-Hour Day Employees**

- a) The regular workweek for day employees shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour days, Monday to Friday inclusive.
- b) The regular workday will be from 8:05 a.m. to 4:35 p.m. with the exception of a lunch period of one-half hour, normally from 11:45 a.m. to 12:15 p.m.
- c) The regular workday for Security Officers will be either from 7:30 a.m. to 3:30 p.m. or 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m.
- d) Before day workers are assigned to work temporary shift work, volunteers will be sought from employees who are qualified, willing and available to do the work. Except in extenuating circumstances, the Company will endeavour to provide one (1) week's notice for such an assignment. This notice period will not apply to the driver classification. Management will consult with the Union and affected employees in the development of such a work schedule. Employees will not be scheduled to work less than forty (40) hours per week on the transfer to or from temporary shift relief.

### **19.06 10-Hour Day Employees (Transportation and Protective Services)**

- a) The regular workweek shall be forty (40) hours, consisting of four (4), ten (10) hour days as assigned between Monday and Friday.
- b) The ten (10) hour day schedules will be as follows:
  - Transportation - 7:00 a.m. to 5:30 p.m.
  - Security Officer - 6:30 a.m. to 4:30 p.m. or 7:30 a.m. to 5:30 p.m.

### **19.07 Shift Employees**

- a) The average workweek for shift employees will be forty (40) hours, consisting of five (5) eight (8) hour shifts as assigned:
  - i) The #1 (night) shift shall commence at 12:05 a.m. and end at 8:05 a.m.
  - ii) The #2 (day) shift shall commence at 8:05 a.m. and end at 4:05 p.m.
  - iii) The #3 (evening) shift shall commence at 4:05 p.m. and end at 12:05 a.m.
- b) A paid lunch period of one-half hour shall be provided on all shifts.
- c) Wherever practical, schedules will be arranged **so** as to give twenty (20) shifts in each four (4) week period.
- d) Except in extenuating circumstances, the Company will not change an employee's normal shift schedule without seven (7) calendar days notice.

## **ARTICLE 20 – OVERTIME**

### **20.01 General**

- a) Overtime work computed on a daily basis shall be paid at the rate of time and one-half subject to b) immediately following.
- b) Overtime work in excess of ten (10) hours beyond the employee's basic scheduled workweek shall be paid at the rate of double time. (Meal periods, scheduled hours worked at time and one-half on Company Holidays, and hours worked at time and one-half as short change premium do not constitute overtime work).
- c) For the purpose of this Article, the expression "normal hourly rate of pay" is defined to be 2080 of the employee's current annual salary based on a forty (40) hour week.
- d) Employees shall be entitled to eight (8) hours of rest between completion of overtime and the start of their next regular shift. Such overtime must commence at least three (3) hours prior to the commencement of the next regular shift.

### **20.02 Day Employees**

The following provisions are subject to 20.01 b) above:

#### **a) Work on Regular Days of Rest**

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

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

#### **b) Work on Company Holidays**

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

#### **c) Working During #1 and #3 Shifts**

Whenever a day employee is required to work overtime encompassing a complete #3 or #1 shift as overtime, the employee will be paid at the rate of one and one-half times both the employee's normal rate and the appropriate shift differential. No shift differential shall apply in the case of any partial shifts worked as overtime by day employees.

### **20.03 Shift Employees**

- a) The following provisions are subject to 20.01 b) above:

**i) Work on Scheduled Days of Rest**

Shift Employees who are required to work on their second or subsequent days of rest shall be paid at the rate of double time both their normal rate and shift differential (if any) for such work. All other work on days of rest shall be paid at the rate of time and one-half both their normal rate and shift differential (if any), subject to item (iii) below.

**ii) Holdover**

Whenever a shift employee is required to work beyond the end of the normal shift, the extra time shall be paid at the rate of one and one-half times both the employee's normal rate and the shift differential (if any) applicable to the shift involved, subject to item (iii) below.

**iii) Work on Company Holidays**

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

**b) Exception to Payment of Premium (Mutual Exchange)**

If by previous mutual agreement between the employees concerned and the Company, arrangements are made for an exchange of shifts, straight time including shift differential shall be paid.

**20.04 Pre-arranged Overtime**

- a) Where an employee by advance arrangement returns for overtime work before the employee's normal starting time, the employee shall receive a minimum of four (4) hours at time and one-half provided the employee does not continue into the employee's normal work period. The employee will be required to provide and pay for the employee's own transportation when on overtime assignments, except when the overtime worked is immediately after the regular working hours of the employee and the employee was not advised of the overtime prior to the start of the work period.
- b) 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 four (4) hours at time and one-half.

**20.05 Callouts**

An employee who has completed a regular work period and gone home, if called in for extra service before the employee's next regular work period, shall receive a minimum of five (5) hours at time and one-half. Where the employee commences work less than five (5) hours in advance of the employee's regular work period and continues without break into that period, the employee shall be paid for the five (5) hours following the start of the callout at the rate of time and one-half. Overtime premium paid as the result of the work extending into the

employee's regular work period will be paid at the applicable overtime rate only; i.e. If the employee works two (2) hours into their regular work period the payment is the applicable overtime rate but not overtime plus regular time. Provided, however, that if an employee is entitled to be paid double time for some or all of the work performed prior to the employee's regular work period then the employee shall be so paid for such work but the balance of the five (5) hour period will be paid at time and one-half.

#### **20.06 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 \$10.50 added to the employee's time sheet.
- b) Employees working overtime shall have \$10.50 added to their time sheet and paid for a one-half hour meal period at intervals of five (5) hours beyond the end of the last previously assigned overtime meal period.
- c) However, if an employee is unable to have a meal due to the urgency or location of the work, the employee shall receive an additional one-half hour at the employee's base rate of pay, plus the \$10.50 meal allowance.
- d) Employees working off-site will be eligible for an off-site overtime meal allowance of \$10.50 in lieu of a meal.
- e) Notwithstanding a) above, a meal allowance will not be provided for pre-arranged overtime on days of rest unless the work extends into a second or subsequent meal period.

#### **20.07 Distribution of Overtime**

No employee will be required to work overtime when other qualified employees are willing and available for work.

- a) Subject to the above, it is agreed that overtime should be distributed as equitably as practicable amongst full time qualified employees in the Branch concerned. It is further agreed that a monthly record of overtime worked including overtime refusals and unavailability will be made available on request, to the local union representative responsible for the particular classification(s) concerned.
- b) Notwithstanding the above, a temporary employee, or a dual classification employee who is either not working in the higher classification or is assigned to work in the employee's higher classification for one (1) day only, will be assigned overtime only if other employees are not available to perform the required work. This overtime restriction for dual classification employees applies only with respect to overtime in the employee's higher classification.

## **20.08 Travelling To and From Outside Assignments**

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

- a) On a day that is not the employee's day of rest the employee shall in addition to the employee's normal wages be compensated at the employee's regular rate for any travel time outside the employee's normal hours to a maximum of six (6) hours.
- b) On the employee(s) day(s) of rest the employee shall be compensated at the applicable overtime rate for time worked if less than eight (8) hours and at the standard overtime rate for travel time to a combined maximum of eight (8) hours. For any additional time spent in travel in these circumstances, the employee will be compensated at the employee's regular rate to a maximum of six (6) hours.

If time worked exceeds eight (8) hours, the employee will be paid at the applicable overtime rate for such time worked and, if this is less than fourteen (14) hours, at the employee's regular rate for additional time spent in travel to a combined maximum of fourteen (14) hours.

- c) Assignments in the local area (Pembroke to Rolphton and points between) do not constitute travel for the purpose of travel time.

## **20.09 Conventions**

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

## **ARTICLE 21 – SALARIES**

### **21.01 Rate of Pay**

The salaries which shall be paid during this Agreement for each grouping and each classification are set out in the Salary Table page 45.

### **21.02 Classification Grouping**

- a) The classification groupings are set out in the Classification Grouping, page 44.

- b) The parties agree that it may be necessary from time to time, during the life of this Agreement, to introduce new classifications or substantial changes in the duties of any existing classifications.
- c) Under such conditions the Company will group the new or changed classification by the application of the principles and criteria that form the basis of the grouping of existing classifications, will inform the Council of its proposals and will consider any alternative suggestions the Council may make. The Company will also consider any similar proposals initiated by the Council.
- d) In the event that the Council or Union concerned does not accept the Company's decision regarding the grouping of a new or substantially changed classification, the matter shall be a subject for the grievance procedure and arbitration as detailed in Articles 11 and 12.
- e) No Employee's salary shall be changed to a lower salary as a result of review under this Article.
- f) For the purpose of this Article an Arbitrator shall have the power to decide the matters hereinafter enumerated:
  - (i) Whether or not there has been substantial change, and if so,
  - (ii) In which group a substantially changed classification shall be slotted on the basis of the relationship it bears to other classifications in the group structure;
  - (iii) Whether or not a new classification has been correctly slotted; and if not,
  - (iv) The group in which it should be slotted on the basis of the relationship it bears to other classifications in the grouping structure.

### **21.03 Evening and Night Shift Differentials**

An additional \$0.83 per hour shall be paid to shift employees for each hour worked during the #3 (evening) shift, and \$1.00 per hour for the #1 (night) shift.

### **21.04 Premium for Scheduled Saturday and Sunday Shift Work**

- a) An additional \$1.03 per hour shall be paid to shift employees for each scheduled hour worked on Saturdays, as well as evening or night shift differentials, where applicable. An additional \$2.50 per hour shall be paid to shift employees for each scheduled hour worked on Sundays, as well as evening or night shift differentials, where applicable.
- b) A shift employee who works a Saturday or Sunday shift following a short change shall be paid the appropriate premium and one and one-half times both the employee's normal rate and the shift differential (if any).

- c) This premium shall not apply to a day worker who works on a Saturday or Sunday as overtime, to a shift worker who works on a day of rest, nor to overtime worked by a shift worker beyond a regular scheduled shift.

### **21.05 Off-Site Assignment**

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

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

When employees are assigned to work off-site for a minimum of one (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.

### **21.06 Lead Hand Rates**

Lead Hand salaries are as indicated in the Salary Table. A Lead Hand shall be paid the Lead Hand salary for the employee's classification, or the Lead Hand salary for the highest rated classification supervised if more than twenty-five per cent (25%) of the personnel in the employee's crew (excluding apprentices) are in this higher-rated classification.

### **21.07 Security Officer and Security Officer – Trainee Progression**

As a principle governing progression, each employee in training will progress, subject to satisfactory performance, through the training stages specified in the applicable Progression Table. On completion of the training program, each employee will be given the opportunity to qualify as a Security Officer-Protective Services.

Employees who have completed their formal training program shall have their salary advanced by one step within the Security Officer range. Upon successful completion of the Formal Security Officer Training Program, Officers will progress through the salary progression stages every three (3) months until they reach the top step provided the employee's job requirements are performed satisfactorily.

### **21.08 Payment for Work Within Dual Classifications**

Where it is not possible to employ an employee in one (1) classification full time and where, in order to give the employee continuing employment, it is necessary to work in more than one (1) classification, an employee will be paid no less than the rate for the employee's basic classification, and on a day when the employee works in a higher classification the employee will be paid at the higher rate for actual hours worked in the higher classification to the nearest higher hour worked with a minimum of four (4) hours at the higher rate.

### **21.09 Limitation on Payment of Premium Rates**

Where an employee qualifies for payment at premium rates under more than one (1) provision of this Agreement, the employee shall be paid under one (1) 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.

### **21.10 Payment of Wages**

Wages of employees shall be paid every second Thursday through a direct deposit into an authorized employee account.

- a) #1 shift employees shall receive their pay deposit statement on #1 shift Thursday of pay week.
- b) #2 shift employees shall receive their pay deposit statement on #2 shift Thursday of pay week.
- c) #3 shift employees shall receive their pay deposit statement on #3 shift Wednesday of pay week.

### **21.11 Acting Pay**

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

The Company views such temporary assignment as opportunities for employees to develop and demonstrate their capabilities and broaden their experience base.

Acting pay will be paid when the assignment is for a period of at least three (3) consecutive working days for regular day workers, or three (3) consecutive shifts worked for ten (10) hour shift workers, or two (2) consecutive shifts worked for twelve (12) hour shift workers.

However, where there is a unique regulatory requirement for the assignment and it is clear that the individual acting is substantially performing the job requirements of the higher position, acting pay may be paid when the assignment is for at least one (1) working shift.

## **ARTICLE 22 – SHIFT WORK**

### **22.01 Limitations on Scheduling of Shifts**

- a) No double shifts shall be scheduled.
- b) Split shifts will be avoided insofar as possible, when such are necessary the shift schedule will be determined jointly by the Company and the member Union concerned.

- c) Steady evening and/or night shifts shall be avoided insofar as possible, but when such schedules are necessary, the employees concerned shall be entitled to rotation every four **(4)** weeks.

## **22.02 Holdover**

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

## **22.03 Short Change Premium**

### **a) Application**

An employee who is required by the Company to work a full shift or day work period commencing less than thirteen (13) hours after the employee has completed the employee's last previous scheduled shift or work period shall be paid at the rate of time and one-half for hours worked in the second shift or work period.

### **b) Limitation of Application**

- i) This provision applies only in the case of employees who are working on a shift basis or are changing to or from shift work.
- ii) Where an employee assigned to day work is required to work all or part of a #1 shift on a regular workday, this will be treated as overtime and the short change premium will not apply.

## **ARTICLE 23 – TERMINATION COMPENSATION**

### **23.01 General**

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

### **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 per completed year of continuous service, less any period in respect of which the employee was previously granted termination compensation, with a minimum of **two (2)** week's pay and a maximum of thirty (30) week's 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) week's pay for the first and 1.5 week's pay for each succeeding completed year of continuous service, less any period in respect of which the employee was previously granted termination compensation, up to a maximum of forty-five (45) weeks' pay.
- b) Laid off for a second or subsequent time, will be paid an amount equal to 1.5 week's pay for each completed year of continuous service, less any period in respect of which the employee was previously granted termination compensation, up to a maximum of forty-five (45) weeks' pay.

### **23.04 Voluntary Resignation Before Retirement**

An employee who has ten (10) or more years of continuous service and who voluntarily resigns will be paid, subject to Article 23.05, an amount equal to one-half week's pay for each completed year of continuous service, less any period in respect of which the employee was previously granted termination compensation, up to a maximum of fifteen (15) weeks' pay.

### **23.05 Retirement**

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

## **ARTICLE 24 – UNION SECURITY**

### **24.01 Deductions From Wages**

- a) The Company will deduct a sum equal to the regular monthly dues of the appropriate Union from the first pay of each month of all employees. However, if sufficient unencumbered earnings are not payable to the employee, the appropriate sum will be deducted from the first pay of the month in which there are sufficient unencumbered earnings. The Company will not collect arrears of Union dues in excess of three (3) months, except in the case of an employee being transferred from one union to another and the deductions of the Union dues are not made, or not made to the proper Union.
- b) The Company will remit the sum deducted, together with a list of the employees from whom deductions have been made, to each of the several unions within fifteen (15) days of the pay date and in any event no later than the 25<sup>th</sup> of the month.

- c) The Council and Unions will be responsible for informing the Company of the appropriate sum for each classification subject to the deduction, and the Union to which the deduction shall be remitted. In that regard, dues of employees appointed on a temporary basis through internal competition to classifications in another bargaining unit will be remitted in accordance with the agreement document dealing with that matter signed by the Company, the Atomic Energy Allied Council and the Atomic Energy Labour Alliance (CRL).

#### **24.02 New Employees**

Each new employee on reporting for duty will be:

- a) Furnished with a copy of the Collective Agreement.
- b) Informed of the name of the Union and of the Union Steward who represents the employee's classification (to the extent that the Union keeps the Company informed).
- c) The Company will notify the Council of the name, classification, Union Affiliation and branch of the new employees, on a monthly basis.

#### **ARTICLE 25 – TECHNOLOGICAL CHANGE**

The Company will notify the union in writing in accordance with the Canada Labour Code before introducing new equipment, processes or methods which are likely to necessitate the layoff or transfer of a significant number of employees. The parties will meet to discuss the proposed changes and work together to minimize any resulting adverse effects on members of the Bargaining Unit, through retraining or other such means as may be feasible and appropriate to the circumstances. Such discussion will include to the extent possible, the nature of the changes, the schedule of implementation, and the number and type of employees likely to be affected.

It is the Company's intent to ensure that training is available for all employees affected by the technological change in order that they may have the opportunity to acquire the knowledge and skills required by the introduction of this 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 26 – PERFORMANCE REVIEW**

The performance of each employee will be reviewed and discussed with the employee annually (normally in the 1<sup>st</sup> quarter of each fiscal year). The employee shall be given the opportunity to read the completed review form and to sign the document at the conclusion of the discussion to indicate that its contents have been understood. Within a reasonable time (normally one (1) week), the employee may add written comments to accompany the document.

Any disputed comments shall be subject to the grievance procedure.

## **ARTICLE 27– ON CALL**

Employees eligible to be on call are Instrument and Control Mechanics and Electricians with knowledge in Security and Fire Systems. These classifications may be required to be on-call and respond to technical issues related to these systems. 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.

- i) 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 thirty (30) 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 with first preference being given to volunteers.
- ii) Employees who are required to be on-call outside standard work hours shall be paid a on-call premium of \$30 for each 24 hour period.
- iii) An on-call assignment for an individual shall be for a minimum of one week (7 days), on-call assignments may not exceed 174 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.
- iv) Employees on-call will be entitled to additional compensation as follows:
  - a) 1 hour overtime per day at the applicable overtime rate for all telephone responses or if it is necessary for the employee to report physically for duty, Article 20.05 Call-Outs will apply.

All other cases requiring seasonal On-Call shall be by mutual agreement between the Company and the Union.

## **ARTICLE 28 – MAINTAINER CONCEPT**

- 28.01
- a) Persons hired into the maintainer classifications will either hold a journeyman status, or have equivalent training and experience and have passed an AECL trades test.
  - b) Duties assigned in other than the primary trade will normally be to assist fully qualified tradespersons, or to perform duties that are within their competency, subject to regulatory and safety considerations.
  - c) The primary trade will determine Union affiliation and apprentices will belong to the Union that normally represents their trade.

- d) The Company will endeavour not to reduce the numbers of employees in the primary trade areas from those that currently exist subject to operational requirements.

#### Maintainer Seniority

28.02 Seniority for the purposes of internal competitions as defined in Article 14 will be service in the Mechanical, Electrical, Building or Vehicle Maintainer classifications; however, the major determining factor in layoff will be the remaining work requirements by primary trades skills. Seniority in the primary trades will be considered in such cases.

### **ARTICLE 29 – DURATION AND AMENDMENT OF AGREEMENT**

29.01 This Agreement and the Supplementary Letter thereto dated 2006 April 01 which forms part of the Agreement, when signed by the parties hereto, shall become effective on 2006 April 01, except as otherwise specified herein, and shall remain in full force and effect until 2011 March 31 and from year to year thereafter, unless amended or terminated in the manner herein provided.

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

29.03 IN WITNESS WHEREOF the parties hereto have, this 01st day of April 2006, executed this Agreement by the hands of their proper officers.

**ON BEHALF OF ATOMIC ENERGY  
OF CANADA LIMITED**

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

Local 47 of the  
Sheet Metal Workers'  
International Association

---

---

Local 71 of the United Association  
of Journeymen and Apprentices  
of the Plumbing and Pipe Fitting Industry  
of the United States and Canada

---

---

Teamsters Local Union 91

---

---

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

---

---

Local 200 of the  
International Brotherhood  
of Painters and Allied Trades

---

---

Local 742 of the International  
Brotherhood of  
Electrical Workers

---

---

Local 920 of the  
International Union of  
Operating Engineers

---

---

Local 1522 of the  
International Association of  
Machinists & Aerospace Workers

---

---

## **TABLE OF FAMILIES FAMILIES OF CLASSIFICATIONS**

The families of classifications, referred to in Article 13, are listed below. Within each family, the classifications are listed in descending order of wage rates.

- a) Control Maintainer  
Electrical Maintainer
  
- b) Stationary Engineer Class 2  
Stationary Engineer Class 3  
Stationary Engineer Class 4  
Refrigeration Operator Class B  
Stationary Engineer Trainee
  
- c) Hoisting Engineer  
Tractor Operator (Grader)  
Loader Operator
  
- d) Driver  
Dispatcher  
Truck Driver

## CLASSIFICATION GROUPING

GROUP	CLASSIFICATION	GROUP	CLASSIFICATION
12	Control Maintainer	6	Electrical/Mechanical Service Attendant
11	Electrical Maintainer Mechanical Maintainer *Stationary Engineer C 2	5	Loader Operator Tool Crib Operator – Machine Shop
10	Stationary Engineer C1 Building Maintainer Vehicle Maintainer Heat and Frost Insulator	3	Helper Garage Service Attendant Tool Crib Operator Truck Driver
9	Stationary Engineer C1 3 Refrigeration Operator C1 B *Instrument Assembler	2	N/A
8	Stationary Engineer C1 4 Tractor Operator (Grader) Security Officer	1	N/A
7	Driver Dispatcher		

\*Effective Date of Ratification forward

Maintainer classifications consist of the following trades skills:

Control Maintainer:	Control Mechanic, *Instrument Mechanic
Electrical Maintainer:	Electrician, Power Lineman, Construction Lineman
Mechanical Maintainer:	Toolmaker, Millwright, Plumber & Steamfitter, Layout Worker, Power House Mechanic, Refrigeration and Air Conditioning Mechanic, Sheet Metal & Plate Worker, Welder, Lead Burner, Hoisting Engineer
Building Maintainer:	Carpenter, Painter, Bricklayer
Vehicle Maintainer:	Automotive Body Mechanic, Construction Equipment Mechanic, Motor Vehicle Mechanic

## Salary Table

Effective Date of  
Ratification  
January 15 2007

Class Group	Salary	Leadhand Salary
12 \$	59,560	\$ 62,810
11 \$	57,040	\$ 60,170
10 \$	54,040	\$ 57,030
9 \$	52,070	\$ 54,940
8 \$	47,090	\$ 49,690
7 \$	44,080	\$ 46,530
6 \$	43,710	\$ 46,090
5 \$	43,130	\$ 45,560
4 \$	41,400	N/A
3 \$	39,700	N/A
2	N/A	N/A
1	N/A	N/A

Group		Salary Table			
		Effective Date of Ratification: 2007 January 15			
<b>Security Officer Classifications</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>LH</b>
8S	Security Officer	45,010	46,740	48,480	51,150
8N	Security Officer - NRF Qualified not Assigned	50,740	52,720	54,680	57,720
8Q	Security Officer - NRF	56,380	58,580	60,760	64,140
<b>Progression Table - Security Officer Trainee</b>		<b>1</b>	<b>2</b>	<b>3</b>	
6A	Security Officer Trainee	37,430	39,130	40,880	
6N	Security Officer Trainee - NRF Qualified not Assigned	42,190	44,160	46,120	
6Q	Security Officer Trainee - NRF	46,890	49,070	51,250	

Revised March 2008

**Salary Table  
Effective 2007 April 01**

<b>Class Group</b>	<b>Salary</b>	<b>Leadhand Salary</b>
12 \$	61,660	\$ 65,010
11 \$	59,040	\$ 62,290
10 \$	55,940	\$ 59,030
9 \$	53,900	\$ 56,870
8 \$	48,740	\$ 51,440
7 \$	45,630	\$ 48,170
6 \$	45,250	\$ 47,710
5 \$	44,700	\$ 47,160
4 \$	42,850	N/A
3 \$	41,090	N/A
2	N/A	N/A
1	N/A	N/A

<b>Group</b>		<b>Salary Table</b>			<b>LH</b>
		<b>Effective 2007 April 01</b>			
	<b>Security Officer Classifications</b>	<b>1</b>	<b>2</b>	<b>3</b>	
8S	Security Officer	46,590	48,380	50,180	52,940
8N	Security Officer - NRF Qualified not Assigned	52,520	54,570	56,600	59,750
8Q	Security Officer - NRF	58,360	60,640	62,890	66,390
	<b>Progression Table - Security Officer Trainee</b>	<b>1</b>	<b>2</b>	<b>3</b>	
6A	Security Officer Trainee	38,740	40,500	42,320	
6N	Security Officer Trainee - NRF Qualified not Assigned	43,680	45,710	47,740	
6Q	Security Officer Trainee - NRF	48,540	50,790	53,050	

Revised March 2008

**Salary Table  
Effective 2008 April 01**

<b>Class Group</b>	<b>Salary</b>	<b>Leadhand Salary</b>
12 \$	64,150	\$ 67,630
11 \$	61,420	\$ 64,800
10 \$	58,200	\$ 61,410
9 \$	56,080	\$ 59,170
8 \$	50,700	\$ 53,510
7 \$	47,470	\$ 50,120
6 \$	47,080	\$ 49,630
5 \$	46,500	\$ 49,060
4 \$	44,580	N/A
3 \$	42,740	N/A
2	N/A	N/A
1	N/A	N/A

<b>Group</b>		<b>Salary Table Effective 2008 April 01</b>			<b>LH</b>
		<b>1</b>	<b>2</b>	<b>3</b>	
	<b>Security Officer Classifications</b>				
8S	Security Officer	48,470	50,330	52,210	55,080
8N	Security Officer - NRF Qualified not Assigned	54,640	56,770	58,880	62,160
8Q	Security Officer - NRF	60,710	63,080	65,430	69,060
	<b>Progression Table - Security Officer Trainee</b>				
6A	Security Officer Trainee	40,300	42,140	44,030	
6N	Security Officer Trainee - NRF Qualified <i>not</i> Assigned	45,440	47,550	49,660	
6Q	Security Officer Trainee - NRF	50,500	52,830	55,190	

Revised March 2008

**Salary Table  
Effective 2009 April 01**

<b>Class Group</b>	<b>Salary</b>	<b>Leadhand Salary</b>
12 \$	66,400	\$ 70,000
11 \$	63,580	\$ 67,080
10 \$	60,240	\$ 63,570
9 \$	58,040	\$ 61,240
8 \$	52,480	\$ 55,390
7 \$	49,130	\$ 51,880
6 \$	48,730	\$ 51,370
5 \$	48,130	\$ 50,780
4 \$	46,150	N/A
3 \$	44,240	N/A
2	N/A	N/A
1	N/A	N/A

<b>Group</b>		<b>Salary Table Effective 2009 April 01</b>			
		<b>1</b>	<b>2</b>	<b>3</b>	<b>LH</b>
	<b>Security Officer Classifications</b>				
8S	Security Officer	50,180	52,100	54,040	57,010
8N	Security Officer - NRF Qualified not Assigned	56,560	58,770	60,940	64,340
8Q	Security Officer - NRF	62,840	65,290	67,730	71,480
	<b>Progression Table - Security Officer Trainee</b>				
6A	Security Officer Trainee	41,710	43,620	45,570	
6N	Security Officer Trainee - NRF Qualified not Assigned	47,040	49,220	51,400	
6Q	Security Officer Trainee - NRF	52,270	54,690	57,120	

Revised March 2008

**Salary Table  
Effective 2010 April 01**

<b>Class Group</b>	<b>Salary</b>	<b>Leadhand Salary</b>
12 \$	68,730	\$ 72,460
11 \$	65,810	\$ 69,430
10 \$	62,360	\$ 65,800
9 \$	60,080	\$ 63,390
8 \$	54,330	\$ 57,330
7 \$	50,860	\$ 53,700
6 \$	50,440	\$ 53,170
5 \$	49,810	\$ 52,560
4 \$	47,770	N/A
3 \$	45,790	N/A
2	N/A	N/A
1	N/A	N/A

<b>Group</b>		<b>Salary Table Effective 2010 April 01</b>			<b>LH</b>
		<b>1</b>	<b>2</b>	<b>3</b>	
	<b>Security Officer Classifications</b>				
8S	Security Officer	51,940	53,920	55,940	59,010
8N	Security Officer - NRF Qualified not Assigned	58,550	60,830	63,080	66,600
8Q	Security Officer - NRF	65,040	67,580	70,100	73,980
	<b>Progression Table - Security Officer Trainee</b>				
6A	Security Officer Trainee	43,180	45,150	47,170	
6N	Security Officer Trainee - NRF Qualified not Assigned	48,690	50,950	53,200	
6Q	Security Officer Trainee - NRF	54,100	56,610	59,130	

**Revised March 2008**

## **Retroactivity**

In respect to the salary range increase effective the date of ratification, for all members of the bargaining unit that are on strength as of the date of ratification, salaries will be increased by 3% effective date of ratification.

Payment of these increases for the period 2006 April 1, to the date of ratification will be in the form of a lump sum payment (applicable as per above) of the individual's gross earnings from 2006 April 1, through to the date of ratification for all members of the bargaining unit that are on strength as of the date of ratification. It should be noted that lump sum payments related to the base salary are pensionable and lump sum payments related to overtime are non-pensionable.

## **Salary Table Footnotes**

i) An employee who is scheduled to work on a continuous rotating shift schedule for a minimum of six (6) months will have his/her basic salary increased to cover their shift assignment as follows:

- a) \$2780 effective 2006 April 01
- b) \$2950 effective 2008 April 01
- c) \$3000 effective 2010 April 01

Such employees will not be eligible to receive shift and weekend premiums as defined in Articles 21.03 and 21.04.

ii) Hourly rates for overtime calculations and casual part-time wages are determined by dividing the appropriate annual salary by 2080.

**APPRENTICESHIP TABLE – TRADE APPRENTICE RATES**

Class	Effective	Effective	Effective	Effective	Effective
	2007 Jan 15	2007 April 01	2008 April 01	2009 April 01	2010 April 01
Group					
10	54040	55940	58200	60240	62360
9	52070	53900	56080	58040	60080
8	47090	48740	50700	52480	54330

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

**GROUP 10 TRADES**

Electrician, Plumber and Steamfitter, Refrigeration and  
Air Conditioning Mechanic and Sheet Metal and Plate Workers  
(May also apply to Instrument Mechanic, Millwright, and Toolmaker  
Trades Between **8050** and **9000** Hours)

Effective Date	1	2	3	4	5	6	7	8	9
	60%	64%	68%	72%	76%	80%	84%	88%	92%
07-01-15	32,420	34,590	36,750	38,910	41,070	43,230	45,390	47,560	49,720
07-04-01	33,560	35,800	38,040	40,280	42,510	44,750	46,990	49,230	51,460
08-04-01	34,920	37,250	39,580	41,900	44,230	46,560	48,890	51,220	53,540
09-04-01	36,140	38,550	40,960	43,370	45,780	48,190	50,600	53,010	55,420
10-04-01	37,420	39,910	42,400	44,900	47,390	49,890	52,380	54,880	57,370

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

**GROUP 10 TRADES**

Instrument Mechanic, Millwright, and Toolmaker

**TRAINING PERIOD#**

Effective Date	1	2	3	4	5	6	7	8
	60%	65%	70%	75%	79%	83%	87%	91%
07-01-15	32,420	35,130	37,830	40,530	42,690	44,850	47,010	49,180
07-04-01	33,560	36,360	39,160	41,960	44,190	46,430	48,670	50,910
08-04-01	34,920	37,830	40,740	43,650	45,980	48,310	50,630	52,960
09-04-01	36,140	39,160	42,170	45,180	47,590	50,000	52,410	54,820
10-04-01	37,420	40,530	43,650	46,770	49,260	51,760	54,250	56,750

**APPRENTICESHIP TABLE – TRADE APPRENTICE RATES  
SECTION III – Regulated, Compulsory-Certified Trades (6000 Hours)**

**GROUP 10 TRADES - Hoisting Engineer (Mobile Crane Operator)**

**TRAINING PERIOD #**

Effective Date	1	2	3	4	5	6
	60%	65%	70%	75%	80%	85%
07-01-15	32,420	35,130	37,830	40,530	43,230	45,930
07-04-01	33,560	36,360	39,160	41,960	44,750	47,550
08-04-01	34,920	37,830	40,740	43,650	46,560	49,470
09-04-01	36,140	39,160	42,170	45,180	48,190	51,200
10-04-01	37,420	40,530	43,650	46,770	49,890	53,010

\*Training periods for this classification equal 1000 hours.

**GROUP 10 TRADES -Welder**

**TRAINING PERIOD #**

Effective Date	1	2	3	4	5	6
	65%	70%	75%	79%	83%	87%
07-01-15	35,130	37,830	40,530	42,690	44,850	47,010
07-04-01	36,360	39,160	41,960	44,190	46,430	48,670
08-04-01	37,830	40,740	43,650	45,980	48,310	50,630
09-04-01	39,160	42,170	45,180	47,590	50,000	52,410
10-04-01	40,530	43,650	46,770	49,260	51,760	54,250

\*Training periods for this classification equal 1000 hours.

**GROUP 10 TRADES - Lead Burner**

**TRAINING PERIOD #**

Effective Date	1	2	3	4	5	6	7	8
	60%	65%	70%	75%	79%	83%	87%	91%
07-01-15	32,420	35,130	37,830	40,530	42,690	44,850	47,010	49,180
07-04-01	33,560	36,360	39,160	41,960	44,190	46,430	48,670	50,910
08-04-01	34,920	37,830	40,740	43,650	45,980	48,310	50,630	52,960
09-04-01	36,140	39,160	42,170	45,180	47,590	50,000	52,410	54,820
10-04-01	37,420	40,530	43,650	46,770	49,260	51,760	54,250	56,750

07-01-15	31,240	33,320	35,410	37,490	39,570	41,660	43,740	45,820	47,900
07-04-01	32,340	34,500	36,650	38,810	40,960	43,120	45,280	47,430	49,590
08-04-01	33,650	35,890	38,130	40,380	42,620	44,860	47,110	49,350	51,590
09-04-01	34,820	37,150	39,470	41,790	44,110	46,430	48,750	51,080	53,400
10-04-01	36,050	38,450	40,850	43,260	45,660	48,060	50,470	52,870	55,270

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

**APPRENTICESHIP TABLE – TRADE APPRENTICE RATES**

**SECTION III – Regulated, Voluntary Certified Trades (7200 Hours)**

**GROUP 9 TRADES**

**Carpenter on Modular Program**

07-01-15	31,240	33,850	36,450	39,050	41,140	43,220	45,300
07-04-01	32,340	35,040	37,730	40,430	42,580	44,740	46,890
08-04-01	33,650	36,450	39,260	42,060	44,300	46,550	48,790
09-04-01	34,820	37,730	40,630	43,530	45,850	48,170	50,490
10-04-01	36,050	39,050	42,060	45,060	47,460	49,870	52,270

**GROUP 9 TRADES**

**Painter**

07-01-15	31,240	33,850	36,450	39,050	41,140	43,220	45,300
07-04-01	32,340	35,040	37,730	40,430	42,580	44,740	46,890
08-04-01	33,650	36,450	39,260	42,060	44,300	46,550	48,790
09-04-01	34,820	37,730	40,630	43,530	45,850	48,170	50,490
10-04-01	36,050	39,050	42,060	45,060	47,460	49,870	52,270

**GROUP 9 TRADES**  
**Heat and Frost Insulator (6000 Hours)**

Effective Date	1	2	3	4	5	6
	65%	70%	75%	79%	83%	87%
07-01-15	33,850	36,450	39,050	41,140	43,220	45,300
07-04-01	35,040	37,730	40,430	42,580	44,740	46,890
08-04-01	36,450	39,260	42,060	44,300	46,550	48,790
09-04-01	37,730	40,630	43,530	45,850	48,170	50,490
10-04-01	39,050	42,060	45,060	47,460	49,870	52,270

**PROGRESSION TABLE**

**Stationary Engineer Trainees – Power House and  
Refrigeration and Air Conditioning**

Effective Date	Group 8			Group 9		
	2	3	4	5	6	
<del>07-01-15</del>	36,260	39,080	41,440	45,820	46,860	47,900
<del>07-04-01</del>	37,530	40,450	42,890	47,430	48,510	49,590
<del>08-04-01</del>	39,040	42,080	44,620	49,350	50,470	51,590
<del>09-04-01</del>	40,410	43,560	46,180	51,080	52,240	53,400
<del>10-04-01</del>	41,830	45,090	47,810	52,870	54,070	55,270

**PROGRESSION TABLE**

**Instrument Assembler**

07-01-15	43,740	45,820	47,900	49,990
07-04-01	45,280	47,430	49,590	51,740
08-04-01	47,110	49,350	51,590	53,840
09-04-01	48,750	51,080	53,400	55,720
10-04-01	50,470	52,870	55,270	57,680

*\*Salary Tables: Pages 51 – 54 updated March 2008*

1. Vacancies for apprenticeship positions will be posted. First consideration will be given to internal candidates in this Bargaining Unit; employees covered under a reciprocal agreement and external Employment Equity candidates.
2. The benefits and conditions for apprentices will be the same as for term employees with the exception of:
  - a) Seniority: Apprentices do not accrue seniority. On entering the classification or family for which the employee was training, immediately upon completion of the apprenticeship with no break in service, the graduating apprentice will be credited for seniority purposes with actual continuous CRL service as an apprentice in the classification concerned.
  - b) Apprentices who are laid off prior to the completion of their apprenticeship will be compensated as per Article 23.03.
  - c) Three (3) months prior to the end of their scheduled apprenticeship period, apprentices will be notified of the Company’s intention regarding their continuing employment. Apprentices not retained will not be eligible for termination compensation.

Those apprentices who will not be retained and who have prior continuous AECL service and seniority will be compensated as per Article 23.03 on completion of their apprenticeship period.

### **APPRENTICES AWAITING RESULTS OF APPRENTICESHIPS**

3. Where an apprentice has completed the apprenticeship and written a Ministry of Skills Development exam but is not being offered continuing employment and has not received the apprentice’s test results where applicable, the apprentice will be retained, without change in rate of pay and without seniority rights, for five (5) working days following notification that the apprentice has passed the requirements. Where an apprentice is advised of failing the trades requirements, the apprentice may be retained, without change in rate of pay and without seniority rights, to rewrite the failed Ministry of Skills Development test, where applicable.

---

**RATIO OF APPRENTICES TO  
JOURNEYMAN TRADESMAN**

4. Training of apprentices is expected to continue at approximately the present level for the next few years. It is therefore our intent that, with certain necessary exceptions, the ratio of apprentices to Journeyman Tradesmen will not be higher than one (1) to five (5).

However, in the case of such exceptions (e.g. currently the Instrument Mechanic, Refrigeration and Air Conditioning Mechanic and Lead Burner trades) it is our intention to limit hiring, during the life of this Agreement, so that apprentices in training will not exceed the current ratio of one (1) to two (2) (one (1) to one (1) in the case of Lead Burners).

5. Apprenticeship Wage Tables

6. Apprentices attending Trade School will be paid 100% of salary less any adjustment made available by Federal or Provincial government sources.

In addition, allowances and reimbursements are available and must be coordinated through the Secretary of the Apprenticeship Committee. The items listed below will be calculated less any adjustment made available by Federal or Provincial government sources.

- a) To defray school attendance expenses (i.e. tuition, room and board, etc.) apprentices will receive an allowance of \$125.00 per week while attending trade school.
- b) Apprentices are eligible for a fixed mileage allowance for one round trip from home to place of school. This expense will be reimbursed at the current Travel Procedure rate per kilometre.
- c) Apprentices are eligible for a 100% reimbursement for required trade school books and/or materials. Eligible reimbursable items will be itemized by the CRL Apprenticeship Committee.

**ALLIED COUNCIL IO-HOUR DAY AGREEMENT**

---

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

It is further agreed that, should the following conditions create unacceptable operational difficulties, the Company reserves the right to terminate this agreement and implement an “eight (8) hour per day split-shift schedule” as envisaged by Article 22.01 b) of the current Collective Agreement. Input will be considered from the Council and the Union involved prior to such a change being implemented.

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

**1. ARTICLE 11 – GRIEVANCES**

It is agreed that a grievance will not be lodged as a result of the interpretation of this agreement, or the 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 an officer of the Council (normally the President), the employee/Union involved (as appropriate), representatives of the Branch involved and a representative from Employee Relations.

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 for Drivers and Security Officers will be modified as follows:

**14.03 (a) – Disability Income Protection Programs**

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

**14.03 (c) - Short Term Sick Leave**

Employees shall have their accrued days of sick leave credits converted to hours by multiplying the number of days by eight (8) hours per day. A full shift absent will then constitute a reduction of ten (10) hours of accumulated credits.

Employees may elect to use such credits in minimum increments of one-half hour for medical/dental appointments. When an employee ceases to be covered by this Agreement, the employee’s credits will be converted to days by dividing the hours of sick leave credits by eight (8) and rounding to the nearest half day.

**3. ARTICLE 16 – COMPANY HOLIDAYS**

**16.01 (a)(i)**

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

When assigned to a new shift schedule involving a change in the standard the standard work day, the employee’s Company floating holiday credits will be adjusted 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:

- i) Employees who are not required to work on Company Holidays will receive ten (10) hours pay at their normal rate.
- ii) Employees who are required to work overtime on a Company Holiday will receive normal pay for normal hours as in (i) above in addition to overtime pay.
- iii) Employees who are on a scheduled day of rest on a Company Holiday will receive either a holiday with pay which will be by way of the addition of ten (10) hours to the employee’s accumulated vacation credits, or ten (10) hours pay at their normal rate.

**4. ARTICLE 17 – VACATION WITH PAY PLAN**

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

**17.01 – General Regulations**

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

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

**17.02 – Compensation for Vacation**

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

**5. ARTICLE 18 – LEAVE OF ABSENCE**

**18.01 – Special Leave**

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

**18.01 (b) – Death in the Family**

**18.01 (d) – Birth or Adoption of Child**

**18.01 (c) – Marriage**

Marriage leave shall be granted in accordance with SPP RCW-2.40, Special Leave-Salaried Employees dated 1994 April but will not exceed forty (40) hours of paid leave.

**18.02 – Personal Business Day**

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

**6. ARTICLE 19 – HOURS OF WORK**

**19.06 – 10-Hour Day Employees (Transportation and Protective Services)**

- a) The regular workweek shall be forty (40) hours, consisting of four (4), ten (10) hour days as assigned between Monday and Friday.
- b) The ten (10) hour day schedules will be as follows:
  - Transportation - 7:00 a.m. to 5:30 p.m.
  - Security Officer - 6:30 a.m. to 4:30 p.m. **or**  
- 7:30 a.m. to 5:30 p.m.
- c) The regular workday for Security Officer will be either from 6:30 a.m. to 4:30 p.m. or 7:30 a.m. to 5:30 p.m.

**7. SALARY TABLE**

As per the Collective Agreement.

**8. MISCELLANEOUS**

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

**ATOMIC ENERGY ALLIED COUNCIL 12-HOUR SHIFT AGREEMENT**

---

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

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

**1. ARTICLE 11 – GRIEVANCES**

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

**2. ARTICLE 14 – EMPLOYEE BENEFITS PLANS**

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

**14.03 (a) – Disability Income Protection Programs**

The benefit level remains as specified under Article 14.02, however a claim for benefits will be made only if the period of absence would have resulted in a loss of earnings.

**14.03 (c) – Short Term Sick Leave**

Employees shall have their accrued days of sick leave credits converted to hours by multiplying the number of days by eight (8) hours per day. A full shift absent will then constitute a reduction of twelve (12) hours of accumulated credits.

Employees must use such credits in six (6) hour minimum increments. When an employee ceases to be covered by this Agreement, the employee's credits will be converted to days by dividing the hours of sick leave credits by eight (8) and rounding to the nearest half day.

**ATOMIC ENERGY ALLIED COUNCIL 12-HOUR SHIFT AGREEMENT**

---

**3. ARTICLE 16 – COMPANY HOLIDAYS**

Company Holidays will be deemed to commence at 7:05/8:05 a.m. on the calendar day specified in Article 16.01 of the Collective Agreement and last until 7:05/8:05 a.m. the following calendar day.

**16.01 (a) (i)**

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

When assigned to a new shift schedule involving a change in the standard workday, the employee's Company floating holiday credits will be adjusted to reflect the length of the new standard workday.

**16.02 – Compensation for Company Holidays**

(b) (i) Shift employees who are on a scheduled day of rest on a Company Holiday will receive either a holiday with pay which will be by way of the addition of twelve (12) hours to the employee's accumulated vacation credits, or twelve (12) hours pay at their normal rate.

(ii) Shift employees who are scheduled to work on Company Holidays and;

- Do work will receive time and one-half both normal rate and shift premium for the hours worked, and will receive in addition either a holiday with pay which will be by way of the addition of twelve (12) hours to the employee's accumulated vacation credits, or twelve (12) hours pay at their normal rate.
- Who are not required to work will receive twelve (12) hours pay at their normal rate.

(iii) Shift employees required to work overtime on a Company Holiday that is also a scheduled day of rest are entitled to the applicable overtime rate (double time) times both normal rate and shift premium, if applicable.

**4. ARTICLE 17 – VACATION WITH PAY PLAN**

Employees shall have their accrued days of vacation credits converted to hours by multiplying the number of days by eight (8) hours per day. A full shift absent will then constitute a reduction of twelve (12) hours of accumulated credits.

Employees must use such credits in six (6) hour minimum increments unless otherwise specified. When an employee ceases to be covered by this Agreement, the employee's credits will be converted to day by dividing the hours of vacation credits by eight (8) and rounding to the nearest half day. Application for vacation leave must be approved in advance for the day(s) requested.

Carry-over of vacation credits as specified in Article 17.01 h) will be based on eight (8) hour day equivalents.

**ATOMIC ENERGY ALLIED COUNCIL 12-HOUR SHIFT AGREEMENT**

---

**5. ARTICLE 18 – LEAVE OF ABSENCE****18.01 – Special Leave****b) Death in the Family**

Employees will be granted full twelve (12) hour shift absences for each day of special leave entitled to under 18.01 b).

**c) Marriage**

Marriage leave shall be granted in accordance with SPP RCW-2.40, Special Leave-Salaried Employees dated 1994 April but will not exceed forty (40) hours of paid leave.

**d) Birth or Adoption of Child**

Employees will be granted up to one (1) day's leave with pay, twelve (12) hours, when their spouse gives birth or to arrange for the adoption of a child.

**18.02 – Personal Business Day**

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

Wages paid with respect to c), and 18.02 will be limited to eight (8) hours pay at normal rate (excluding premiums) received for the day worked preceding the beginning of the special leave. For this purpose, vacation credits may be taken in four (4) hour increments to allow full maintenance of pay for the scheduled shift(s) missed due to this cause.

**18.03 – Court Leave; 18.04 – Veteran's Examinations**

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

**6. ARTICLE 19 – HOURS OF WORK****19.01 Workweek**

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

**19.07 – Shift Employees**

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

Two paid lunch periods of one-half (1/2) hour shall be provided on the #1 (night) shift and two paid lunch periods of one-half (1/2) hour each shall be provided on the #2 (day) shift.

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

**7. ARTICLE 20 – OVERTIME****20.01 – General**

Overtime work in excess of twelve (12) hours beyond the employee's basic scheduled workweek shall be paid at the rate of double time. Scheduled hours worked at time and one-half on Company Holidays and time spent in travel do not constitute overtime.

**20.03 – Shift Employees**

- i) All work performed on scheduled days of rest shall be paid at the rate of time and one-half both normal rate and shift premium subject to Articles 20.01 and 16.02 as modified above.
- ii) Holdovers will be limited to four (4) hours beyond the end of a normally scheduled shift. Payment for overtime so worked will be at the rate of time and one-half both normal rate and shift premium if applicable, subject to Article 20.01 as modified above and Article 20.03 a) (iii) of the Collective Agreement.

**ATOMIC ENERGY ALLIED COUNCIL 12-HOUR SHIFT AGREEMENT**

---

- iii) Mutual exchanges will be subject to supervisory approval as outlined in Article 20.03 b) of the Collective Agreement, and will be limited to:
- Shift exchanges with employees who will not be on standby on the date of the proposed exchange, and
  - Shift exchanges which will not result in either employee working on more than four (4) consecutive days, or working two (2) or more consecutive shifts.

**20.04 – Pre-arranged Overtime Before Normal Starting Time****20.05 – Callouts**

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

**20.06 – Meals**

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.

**20.07 – Distribution of Overtime**

While the Company agrees to distribute overtime as equitably as is practical, it is understood that the standby roster later defined within this Agreement must be the primary governing document determining the ultimate allocation of overtime work. For Emergency and Protective Services the employee on standby is there to offset unplanned overtime not planned overtime.

**20.08 – Travelling to and from Outside Assignments**

Employees sent to training courses external to CRL will have pay maintained (twelve (12) hours pay at normal rates excluding premiums) for regularly scheduled shifts missed for this reason. No payment will be made for time so spent on days of rest other than while the employee(s) is/are travelling to/from such a course on a day of rest, which will be paid in accordance with Article 20.08.

**8. ARTICLE 21 – SALARIES****Shift Differential for Continuous Rotating Shifts**

Employees who are scheduled to work on a continuous rotating shift schedule for a minimum of six (6) months will have their basic salary increased by the amount specified in the current Collective Agreement while they are so scheduled. Such employees will not be eligible to receive shift and weekend premiums as defined in Articles 21.03 and 21.04.

**ATOMIC ENERGY ALLIED COUNCIL 12-HOUR SHIFT AGREEMENT**

---

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

**21.03 – Shift Differential**

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

**21.04 – Premium for Scheduled Saturday and Sunday Shift Work**

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

- On the day it commenced where half (112) or more of the hours worked fall on that day, **or**
- On the day it terminates where more than half (112) of the hours worked fall on that day.

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

**21.10 – Payment of Wages**

Wages of employees shall be paid every second Thursday:

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

**9. ARTICLE 22 – SHIFT WORK****22.03 – Short Change Premium**

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

**ATOMIC ENERGY ALLIED COUNCIL 12-HOUR SHIFT AGREEMENT**

---

**10. STANDBY DUTY**

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

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

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

**11. MISCELLANEOUS**

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

## HUMAN RESOURCES

Employee Relations

2006 April 01

Mr. John Dunn, President  
The Atomic Energy Allied Council  
Chalk River Laboratories  
Atomic Energy of Canada Ltd.  
Chalk River, Ontario K0J 1J0

Dear Mr. Dunn:

This is to record agreement between Atomic Energy of Canada Limited and the Atomic Energy Allied Council on matters which are supplementary to the Collective Agreement covering the period 2006 April 01 to 2011 March 31.

### **1. Grievance and Arbitration**

The provisions of this supplementary letter shall be considered part of the Agreement for the purpose of the grievance and arbitration procedures.

### **2. Joint Problem Solving**

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

### **3. Apprenticeship**

On completion of apprenticeship, no apprentice will be reclassified to full-time continuing while there is a qualified tradesperson on recall in the same trade. In addition, there will be no increase to the number of apprentices as at 1994 April 01 in any trade where there is a tradesperson on recall in that same trade.

### **4. Employment Opportunities for Special Needs Individuals**

To address the Company's requirement under the federal Employment Equity Act, the Council agrees to work together with the Company and other participating Unions to explore opportunities for the employment of developmentally challenged individuals in lower or limited skilled work situations. The parties will jointly determine the number of such positions, duties, and appropriate salary.

**5. Performance of Work by Supervisory and Salaried Staff**

Supervisory and salaried staff have duties and responsibilities which are normally distinct from those of bargaining unit employees, and will not do work regularly performed by bargaining unit classifications. It being understood that the interpretation of this article will not be affected by any movement to common employee status

**6. Contracting Out**

It is the intention of the parties to operate in the most cost-effective manner possible while meeting customer expectations for quality and service and employee's expectations of fair treatment. The Council and the Company will jointly establish the basis for comparing the quality, responsiveness and cost of internal and external suppliers and agree to work together through training and productivity initiatives to ensure that the internal service providers become the preferred source of supply.

During the life of this agreement, the Company will not contract work that will result in the lay-off of continuing employees in the Bargaining Unit.

The Company will not prevent the recall of employees by using contractors to perform work normally performed by the bargaining unit.

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

In the event the Company and Council are unable to resolve or otherwise dispose of the matter, any subsequent grievance will be dealt with under the grievance procedure as outlined in Article 11, commencing at the third step.

**7. Company-Wide Benefits Review Committee**

It is the intent of the Company to constitute, from time to time as appropriate, a Company-wide Benefits Review Committee at which the Council 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.

#### **8. Outside Assignments**

The Company will not require a driver to layover without pay while on an outside assignment.

#### **9. Progression**

Failure to pass any qualifying stage referred to in Article 21.07 will be thoroughly discussed between the employee (and a Union representative, if the employee so wishes) and the employee's supervision, with a view to improving the employee's performance. The employee will then be allowed to be re-examined for this stage once during the six (6) month period following the failure at a mutually agreed time. However, for the final qualifying stage, one additional attempt at qualifying will be allowed at a mutually agreed-upon time during the six (6) month period following the initial failure.

#### **10. Compensation for Work- Related Injury or Illness (effective 1986 January 01)**

- a) When an employee is unable to work due to an injury or industrial illness arising from work performed for the Company that is accepted as compensable by the applicable Workplace Safety and Insurance Board (WSIB), the Company will pay to such an employee an amount which will maintain the employee's basic wages net of income tax. Such payments shall be made without loss of the employee's short-term and intermediate-term sickness/disability benefits and shall cease when the disability has been declared permanent and the Compensation has been taken over completely by the applicable Workplace Safety and Insurance board (WSIB) at provincial rates.
- b) Pending acceptance by the Workplace Safety and Insurance Board (WSIB) of such a claim as compensable, the employee will be maintained on payroll at one hundred per cent (100%) of basic wages (less normal payroll deductions).
- c) When a claim is rejected by the Board as compensable, the employee's wages will be adjusted as appropriate retroactive to the commencement of the absence due to the injury or illness.

- d) If the Board rejects the claim, the employee will be notified and will have to submit a claim under the Short-Term and/or Intermediate-Term Sickness/Disability plans.

**11. Joint Productivity Undertaking**

The Company and Council agree that they have a mutual interest in improved productivity and to that end agree to participate in an all-Union/Company committee to consult on issues contributing to improved productivity and attempt to resolve issues relating to the assignment of work.

**12. Scaffolding**

The Company agrees to appoint a lead hand to oversee and certify the construction of scaffolding.

**13. Maintainer Clothing**

The Company will provide appropriate active area winter clothing for the maintainer classification on an as required basis.

**14. Driver Classification**

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

- a) All drivers presently on strength who do not possess an "ACZ" license may apply on a voluntary basis for training to become qualified. Such volunteers will be trained as time and resources permit.
- b) All drivers presently on strength who choose not to participate in the training for "ACZ" licence will continue to receive the Driver classification rate of pay and will be protected by seniority in the event of a layoff.

- c) Any driver presently on strength who chooses to train for "ACZ" license and fails the test will remain in the Driver classification and perform duties allowed by the level of the license held provided that suitable work is available.
- d) Any driver who was unsuccessful in the first test will be offered a second opportunity to qualify.
- e) The Company agrees to add an agenda item to the Drivers' regular crew safety meeting to discuss current industry standards related to Drivers' occupation.

#### **15. Absenteeism**

The parties to this Collective Agreement agree to work together to eliminate any possible abuse of the Employee Benefits Plans, particularly in regard to time lost from work.

The revision of seniority dates for special cases of extended absenteeism will be jointly determined by the Company, the Council and the Union concerned.

#### **16. Clothing**

- Driver Clothing

All continuing full-time employees classified as Drivers and Truck Drivers shall be provided with *two* (2) pairs of Company-issued pants and shirts. Upon approval of the Drivers' / Truck Drivers' supervisor, the Company will replace the employee's pants and shirts when required.

Employees in the driver classification assigned to weekly continuous off-site travel assignments excluding local deliveries and pick ups, will be issued winter jackets and will be replaced every five (5) years if required.

- Fire Resistant (FR) Clothing

Company agrees that a committee made up of three (3) union members and three (3) management persons will convene a meeting to discuss FR clothing.

- Maintainer Clothing

The Company will provide appropriate active area winter clothing for the maintainer classification on an as required basis.

## **17. Issue of Uniforms to Security Officers**

For the duration of this agreement, the practice with respect to uniforms will be as follows:

1. The uniform committee will be comprised of bargaining unit personnel and management and will meet as required.
2. An initial uniform issue will be made to Security Officers following hire.
3. Replacement uniforms or portions thereof will be issued on an “as required” basis.
4. The **spring/fall** jacket will be issued to every Security Officer on an “as required” basis but no more often than every fifth (5<sup>th</sup>) year.  
The winter jacket will be issued on an “as required” basis but no more often than every sixth (6<sup>th</sup>) year.
5. Suitable outerwear for inclement weather will be made available.

**Note:** It is understood that if the uniform committee is unable to come to an agreement on proper footwear for inclement weather, the matter will be raised for the purpose of resolution at the Management-Allied Council Cooperative Committee.

## **18. Maternity Leave**

Eligible employees shall be granted **Maternity/Child Care** leave in accordance with Division VII of the Canada Labour Code along with the AECL Guideline on Maternity, Child Care and Adoption Leave. It is understood that this provision is not payable during a labour dispute or while on layoff.

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

## **19. Casual Employees**

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

- The Unions will be given an opportunity to submit names of applicants for Company consideration to fill casual positions.
- Casual employees will not work overtime when full-time employees are available and willing to work.
- No full-time continuing employee will be laid off while a casual employee is retained in that classification.

- Any employee on layoff with recall rights will be given first option for casual work assignments in the employee's original classification. Acceptance or rejection of casual work assignments will have no impact on recall rights.
- The Company will deduct a sum equal to the regular monthly dues of the appropriate Union from the first day worked by an externally recruited casual employee.

Casual employees will be eligible for up to one (1) month of continuous active employment. Extensions will only be by mutual agreement.

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

Casual employees will not be eligible for enrolment in Company benefit programs. They are eligible for coverage under the Workers' Compensation Act and will receive vacation pay at the rate of four per cent (4%) of earnings

- payable on each respective pay. Statutory Company holidays will be paid consistent with the regulations of the Canada Labour Code.
- The maximum number of "casual" tradespersons by Maintainer classification employed at CRL at any one time will be as follows:

- Control Maintainer  
Fifteen per cent (15%) of present number
- Electrical Maintainer  
Fifteen per cent (15%) of present number
- Mechanical Maintainer  
Ten per cent (10%) of present number
- Building Maintainer  
Twenty-five per cent (25%) of present number
- Security Officer  
Fifteen per cent (15%) of present number

Exceptions to these percentages would only be by mutual agreement. It is not the intent of the Company to utilize the maximum percentage of mechanical maintainers in any primary trade within this classification.

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

**20. Overtime of One Hour or Less**

With reference to Article 20.01 d), in situations where the regular work day routinely requires overtime of less than one hour, this overtime will be accumulated during a pay period and paid at the applicable overtime rate to the nearest half hour.

**21. Re-establishment of Intermediate Term Sickness/Disability Benefit**

When an employee returns to a modified/alternate work assignment following an absence under the Intermediate Term Sickness/Disability benefit plan described in Article 14.04, Human Resources, an occupational health representative, the employee and the union will discuss the conditions upon which the full Intermediate Term Sickness/Disability benefit would be re-established. There is no intention to reduce the original entitlement of twenty-six weeks of benefit.

**22. Security Officer Fitness Testing**

The Company agrees to provide three (3) months prior notice to the physical fitness testing to bargaining unit Security Officers in both NSO and NRF Classifications. In the event of a required retest, the Company will follow the regulatory standard requirements.

**23. Licenses for Teamsters Local 91**

The Company agrees there will be no upgrading of drivers licenses of employees who are not full-time continuing employees and members of Teamsters Local Union 91.

**24. Teamsters Local Union 91**

Drivers shall be allowed two (2) hours for any medical required by a Government Regulation. This time shall be allowed at the start of a scheduled shift or at the end of a scheduled shift.

**25. Boot Allowance**

Employees will be provided with an amount of \$10.00/month boot allowance. This allowance is only payable to those employees who are not supplied with boots by the Company.

NSO employees may purchase safety boots/shoes equivalent to the cost of the NRF boots. The choice of boot/shoe will be subject to management approval.

**26. Calibration of Personal Tools**

The Company and the Council acknowledge that all employees in a designated trade or family of classifications working in non-active or controlled area one (1)

shall provide, as a condition of employment, a basic kit of tools as defined by the Company.

Personal tools requiring calibration shall be identified in the QA calibration database and shall be subject to annual inspection to verify fitness for use. Tools that fail to meet acceptance criteria may be repaired or replaced at the Company's expense with the same or similar item of equal value.

Employees working in Controlled Area 2 or higher, will have access to tools necessary to perform the duties of their job, as supplied by the Company.

**27. Fire Resistant (FR) Clothing**

The Company agrees that a committee made up of three (3) union members and three (3) management persons will convene a meeting to discuss FR clothing.

Sincerely,

Randy Lovelace, Chairman  
AECL Negotiations Committee

## **HUMAN RESOURCES**

Employee Relations

2006 May 24

Mr. Dennis Jamieson  
The Atomic Energy Allied Council  
Chalk River Laboratories  
Atomic Energy of Canada Ltd.  
Chalk River, Ontario K0J 1J0

Dear Mr. Jamieson:

### **Retirement Seminar**

By this letter I, on behalf of Atomic Energy of Canada Limited am agreeing that the Company will meet with the Allied Council Local President or designate on a mutually agreeable date within a period of six (6) months for the purposes of discussing a retirement planning and education seminar.

Sincerely,

Randy Lovelace, Chair  
AECL Negotiations Committee

## **HUMAN RESOURCES**

Employee Relations

2006 May 25

Mr. Dennis Jamieson,  
The Atomic Energy Allied Council  
Chalk River Laboratories  
Atomic Energy of Canada Ltd.  
Chalk River, Ontario K0J 1J0

Dear Mr. Jamieson:

### **Supplementary License Requirements**

The Company recognizes that there are employees who maintain voluntary supplementary certification.

The Company would like to continue to have the flexibility to use the supplementary certification where employees are asked to perform work requiring the use of such supplementary certification, whilst respecting work jurisdiction. The Company will pay the cost of the renewal examinations and renewal supplementary certification fee, on a "case by case" basis after consideration of the work performed by the employee.

Sincerely,

Randy Lovelace, Chair  
AECL Negotiations Committee

## HUMAN RESOURCES

Employee Relations

2006 October 03

Mr. John Dunn, President  
The Atomic Energy Allied Council  
Chalk River Laboratories  
Atomic Energy of Canada Ltd.  
Chalk River, Ontario K0J 1J0

Dear Mr. Dunn:

This is to inform that the following Allied Council jobs will be given an upgrade as a result of the upgrade presentations on the following positions.

- The Instrumentation Assembler position will be upgraded from an AC 8 grade to an AC 9 grade, effective on the date of ratification.
- The Stationary Engineer Class 2 position will be upgraded from an AC 10 grade to an AC 11 grade, effective on the date of ratification.
- The Control Maintainer (Control Mechanic/Instrument Mechanic) will receive a 3%, one-time increase within the AC 12 grade, effective on the date of ratification.

Sincerely,

R.D. Lovelace, Chairperson  
AECL Negotiations Committee

## HUMAN RESOURCES

Employee Relations

2006 October 03

Mr. John Dunn, President  
The Atomic Energy Allied Council  
Chalk River Laboratories  
Atomic Energy of Canada Ltd.  
Chalk River, Ontario K0J 1J0

Dear Mr. Dunn:

The following is an expression of Company intent and concerns matters which do not directly pertain to the Collective Agreement covering the period of 2006 April 01 - 2011 March 31:

The Company will commit to perform job reviews on all the positions within the Allied Council. Starting within 6 months from the date of ratification of the contract, the Company will issue a plan to perform a job reviews and updates to existing job descriptions. The Company will endeavor to complete the said review within 18 months.

Should the findings of the review indicate a salary adjustment within the classification is warranted, the Company will institute salary changes to the date of ratification, for those employees in the classification at the time of completion of the review only.

Sincerely,

R.D. Lovelace, Chairperson  
AECL Negotiations Committee

**MEMORANDUM OF AGREEMENT**

Between

**Atomic Energy of Canada Limited  
(Chalk River Laboratories)**

and

**The Atomic Energy Allied Council (CRL)**

The parties agree to the following:

That a committee be struck comprised of one council member and one member of management for the purpose of identifying the most expeditious process for NSO/NRF officers gearing up and down at shift start and finish.

Once identified, the parties agree to implement such process uniformly across all shifts.

Dated at Pembroke, Ontario this \_\_\_\_\_ day of May, 2006.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For the Company

\_\_\_\_\_

For the Union

The contents of the following documents are for the information of employees and management and do not form part of the Agreement and are not subject to grievance/arbitration procedures.

## **HUMAN RESOURCES**

Employee Relations

2006 April 01

Mr. John Dunn, President  
The Atomic Energy Allied Council  
Chalk River Laboratories  
Atomic Energy of Canada Ltd.  
Chalk River, Ontario K0J 1J0

Dear Mr. Dunn:

The following expressions of Company intent are made at the request of the Council and concern the clarification of matters, which do not directly pertain to the current Collective Agreement:

### **1. The Atomic Energy Allied Council**

#### **a) Discharge – Special Consideration**

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

#### **b) Driving of Company Vehicles**

With respect to the driving of AECL vehicles, it is Company policy that where a vehicle is used primarily for the transportation of materials on a full-time basis, it is normally driver operated. Vehicles are, however, supplied to employees (normally supervisors) or groups where the nature of the work requires the employee(s) to move from one location to another, or to have transportation for tools and equipment available at all times. These vehicles are driven by a supervisor or a member of the group concerned. Such vehicles are considered as necessary tools or equipment for the job. They are not normally operated on a continuous basis.

#### **c) Hiring Qualified Tradespersons**

The Company shall hire tradespersons who hold a current certificate of trades qualifications or its equivalent. Furthermore, it is the expectation of the Company that all tradespersons holding compulsory certification will maintain their trades qualifications/certification for the period of time they are working within their designated classification.

Individuals who have not maintained their compulsory trades qualifications/certification as of the date of ratification of the Collective Agreement expiring 2003 March 31, will be exempt from the provisions of the above language (Article 1c).

## **2. Teamsters Local Union 91**

### **a) Unsafe Vehicles**

It is in the mutual advantage of both the Company and employee that employees should not operate vehicles, which are not in a safe operating condition, and not equipped with the safety appliances required by law.

### **b) Renewal of Driver's License**

One opportunity every three (3) years will be granted to drivers of the Transport Branch who are required to write re-qualification tests for Class A, C, D and Z license renewal. Scheduled Company transportation is to be used for test appointments, which are to be arranged by the employee to introduce as little impact on the employee's scheduled work as possible. Drivers will be paid for the day on which they write their tests as if their normal routine had been followed.

### **c) Loss of Driver's License**

Subject to the availability of work, and employee capacity, the Company will attempt to find alternate work for employees who are required as part of their normal duties to drive and have lost their driver's license for reasons other than that provided in Article 14.03 b). Should this not be possible, such employees will be granted, in the first instance only, leave without pay for up to one (1) year.

## **3. Access to Personnel Files**

An employee shall be entitled, in the company of a Human Resources representative to examine the employee's personnel file. This may be arranged upon written request to Human Resources Services. Nothing of an adverse nature, the content of which an employee is unaware of, will be placed on the employee's personnel file. Disciplinary notations will normally be removed from the personnel file after two (2) years, provided that no further disciplinary action has been recorded during this period. Any exceptions will be discussed with the President of the Allied Council and the Union concerned.

## **4. Callouts**

All callouts will be for jobs of an emergency nature as determined by management. The duration of a callout will not be extended through an assignment of non-emergency work.

Sincerely,

Randy Lovelace, Chairman  
AECL Negotiations Committee

## HUMAN RESOURCES

Employee Relations

2006 April 01

Mr. John Dunn, President  
The Atomic Energy Allied Council  
Chalk River Laboratories  
Atomic Energy of Canada Ltd.  
Chalk River, Ontario K0J 1J0

Dear Mr. Dunn:

This is to inform that the following Allied Council members will be given access to the generic e-mail account for their Bargaining Unit >CR Allied Council:

- President
- 1<sup>st</sup> Vice-president
- 2<sup>nd</sup> Vice-president
- Council Secretary

The type of information that would not be sent to this e-mail account would be the minutes for the Management-Allied Council Cooperative Committee.

Sincerely,

R.D. Lovelace, Chairman  
AECL Negotiations Committee