

AGREEMENT

- between -

Canadian Nuclear Laboratories



Canadian Nuclear
Laboratories

Laboratoires Nucléaires
Canadiens

and

United Steelworkers – Local 4096 (404)



for the period

2014 July 01 - 2016 June 30
Chalk River, Ontario

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

TABLE OF CONTENTS

GENERAL PURPOSE	1
ARTICLE 1 - RECOGNITION	2
ARTICLE 2 – PERSONNEL RELIABILITY AND SECURITY	2
ARTICLE 3 - LEGISLATION	2
ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS	3
ARTICLE 5 - COMPANY RULES.....	3
ARTICLE 6 - NO STRIKE OR LOCKOUT	4
ARTICLE 7 - PROTECTION OF THE PLANT.....	4
ARTICLE 8 - UNION ACTIVITY.....	4
8.01 No Discrimination or Coercion by Company or Unions	4
8.02 Permission and Compensation for Duties Performed As Union Representatives	4
8.04 Leave of Absence.....	5
8.05 Leave for Union Business with Pay “Onsite” and “Offsite”	5
8.06 Crossing Picket Lines	6
8.07 Return to Work or Disciplinary Meetings	6
ARTICLE 9 - NOTIFICATION	7
ARTICLE 10 - MANAGEMENT-UNION COMMITTEE	7
10.01	7
10.02 Management-Union Cooperative Meeting	7
10.03 Health & Safety Committee.....	8
10.04 Company-Wide Benefits Review Committee.....	9
10.05 Bargaining Committees	9
ARTICLE 11 - GRIEVANCES	9
11.01 Definition of Employee Grievance	9
11.02 General Grievance Regulations	10
11.03 Normal Employee Grievance Procedure	10
11.04 Grievance Procedures for Discharge and Disciplinary Suspension.....	12
(d) Discharge Grievance.....	12
(e) Disciplinary Suspension Grievances.....	13
11.05 Company Grievance.....	13
11.06 Union Grievance	13
ARTICLE 12 - ARBITRATION	13

12.09	EXPEDITED ARBITRATION	14
	ARTICLE 13 - INTERNAL COMPETITIONS	15
	ARTICLE 14 - TRANSFERS.....	18
	ARTICLE 15 - EMPLOYEE BENEFITS PLANS.....	18
(a)	The Supplementary Health Insurance Coverage.....	18
(b)	Dental Insurance Plan	18
(c)	Group Life Insurance	19
(d)	Long Term Disability.....	19
	ARTICLE 16 - THE PUBLIC SERVICE SUPERANNUATION ACT	19
	ARTICLE 17 - LEAVE PLANS AND REGULATIONS	20
17.01	Vacation Leave	20
17.02	Sick Leave Plans	21
(f)	General	21
(g)	Rehabilitative Employment	21
(h)	Short-Term Sick Leave	22
(i)	Intermediate Term Sickness/Disability.....	22
17.03	Special Leave	23
17.04	Other Leave.....	24
(a)	Personal Business Day	24
(b)	Court Leave.....	25
(c)	Veteran's Affairs Examinations.....	25
(d)	Medical Examinations	25
(f)	25
17.05	Maternity, Child Care and Adoption Leave.....	25
17.06	Compassionate Care Leave.....	27
17.07	Self-Funded Deferred Leave Program	27
17.08	Progressive Retirement	27
	ARTICLE 18 - TERMINATION COMPENSATION	27
18.01	General	27
18.02	Death	28
18.03	Layoff.....	28
18.04	Voluntary Resignation Before Retirement.....	28
18.05	Retirement.....	28
18.06	Continuous Service	28
18.07	Voluntary (Retirement or Resignation) Termination Compensation Eligibility	29
18.04	Options	29
18.05	Selection of Option	29

ARTICLE 19 – COMPANY HOLIDAYS	30
19.01	30
19.02 Compensation for Company Holidays.....	31
ARTICLE 20 - HOURS OF WORK	31
20.01 Standard Work Week.....	31
20.02 Day Schedule	31
20.03 Alternative Work Schedules	31
20.04 Time Banking.....	32
ARTICLE 21 - SALARIES	32
21.04 Salary and Career Advancement.....	33
(a) Administration of Salaries	33
(b) Performance Bonuses.....	34
(c) Career Advancement.....	34
(d) New Hires	35
(e) Performance Review	35
(f) Career Development	36
21.05 Temporary Assignment to a Higher Position.....	36
21.06 New and Existing Classifications	36
21.07 Compensation Provisions.....	36
ARTICLE 22 - OVERTIME.....	37
22.01 General.....	37
22.02 Meal Period Compensation.....	37
22.03 Overtime on Days of Rest.....	38
22.04 Pre-arranged Overtime.....	38
22.05 Callouts	39
22.06 Travelling While on Duty	39
22.07 Scheduled Overtime.....	39
22.08 Payment of Overtime Work	39
22.09 Travel To and From Outside Assignments	39
22.10 Conventions and Training.....	40
22.11 On-Call.....	40
ARTICLE 23 - UNION SECURITY	41
23.01 Deductions from Salaries	41
23.02 Information for New Employees	42
23.03 Information for the Union.....	42
ARTICLE 24 – PRINCIPLES GOVERNING THE VALUE OF LENGTH OF SERVICE.....	43
24.01 Seniority	43

24.02	Workforce Adjustment.....	44
24.03	Recall	47
ARTICLE 25 - WORK JURISDICTION		48
ARTICLE 26 – SAFETY MEETINGS		48
ARTICLE 27 – TECHNOLOGICAL CHANGES.....		49
27.01	Definition	49
27.02	Notice and Implementation.....	49
ARTICLE 28 – NON CONTINUING PERSONNEL.....		49
ARTICLE 29 - RIGHT TO REFUSE DANGEROUS WORK.....		51
ARTICLE 30 - EMPLOYEES TEMPORARILY LOCATED AND WORKING AWAY FROM THEIR NORMAL WORKING LOCATIONS.....		52
30.01	General Understanding	52
30.02	Applicable Terms and Conditions	52
ARTICLE 31 - CAREER & SKILLS DEVELOPMENT		53
31.01	Career Development	53
31.02	53
31.03	Company Initiated Training.....	54
31.04	Employee Initiated Training	54
31.05	Interrupted Training.....	55
31.06	Temporary Assignments Outside Bargaining Unit.....	55
ARTICLE 32 - DURATION AND AMENDMENT OF AGREEMENT		55
APPENDICES		57
APPENDIX A- Exclusions From the Bargaining Unit.....		58
APPENDIX B - Job Titles and Ranges.....		59
APPENDIX C – MAPPING TABLE		60
APPENDIX D - CAREER PROGRESSION AND GENERIC LEVEL DESCRIPTORS		61
APPENDIX E – Arbitrator listing		63
APPENDIX F - Supplementary Letter		64
APPENDIX G – UNITED STEEL WORKERS Local 4096		68
APPENDIX H – PERFORMANCE APPRAISAL ASSESSMENT CATEGORY DEFINITIONS.....		69
APPENDIX I – Temporary fulltime Union President		70
Appendix J	74

COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN NUCLEAR LABORATORIES LIMITED

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

- and -

United Steelworkers Local 4096 - 404

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

The Company and the Union agree as follows:

GENERAL PURPOSE

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

We believe that we must work together to build and maintain a harmonious relationship. In administering this agreement, we will exhibit mutual trust, understanding and sincerity. Should differences or misunderstandings occur, we will resolve them promptly through full and open discussions within the terms of our dispute resolution process. We support and encourage joint participation in establishing policies and practices that reflect a commitment to the following principles and values:

- continuous improvement in quality and efficiency
- working together as a team to maintain a safe, viable business
- freedom from harassment and discrimination
- recognition of the full worth and integrity of all employees.

ARTICLE 1 - RECOGNITION

1.01 The Company recognizes the United Steelworkers Local 4096 as the exclusive bargaining agent for all administrative and clerical employees of Canadian Nuclear Laboratories Limited employed at the Chalk River Laboratories in Chalk River and Deep River, including laboratory attendants, part-time, temporary and term employees, excluding employees covered by other certification orders and those listed in Appendix A.

1.02 The word "employee" as used hereafter in this Agreement shall mean an individual employed in one (1) of the classifications of the Bargaining Unit as defined in 1.01.

1.03 Part-time employees are those employees who work on a continuing regularly scheduled basis at a portion (40% - 80%) of the standard hours for full time Bargaining Unit employees.

The administration of the part-time benefit program will be as outlined in SPP RCW-2.05, Appendix "A" dated 1987 April, unless in conflict with the Collective Agreement.

ARTICLE 2 – PERSONNEL RELIABILITY AND SECURITY

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

2.02 Site Access Clearance or Security Clearance may be revoked or revised based on new information. Where this action results in the Company revoking an employee's Site Access Clearance or detrimentally changing a security designation, the employee and the President of USW LOCAL 4096, and a USW LOCAL 4096-404 Executive Member shall be notified in writing of such action. The notice shall disclose the reasons for the Company's action to the fullest extent permissible by law and shall inform the employee of the applicable rights of review and redress.

ARTICLE 3 - LEGISLATION

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

ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

USW Local 4096 acknowledges that it is a function and the responsibility of the Company, subject to the provisions of this Agreement, to:

- (a) Maintain order and efficiency, and to this end to make and alter from time to time reasonable rules and regulations to be observed by the employees, except that such rules and regulations shall not violate any articles in this collective agreement.
- (b) The Company agrees, however, to discuss changes in rules and regulations that apply to members of the Union.
- (c) Hire, discharge, transfer, promote, demote, suspend, lay off, or discipline employees for just cause, provided that a claim of discriminatory promotion, demotion, transfer or a claim that an employee has been discharged or disciplined without just cause, including the extent of the penalty, may be the subject of a grievance, and dealt with in the grievance and arbitration procedures. In the interests of mutual understanding and the efficient administration of this function the Company agrees that in case of demotion, suspension, layoff or discharge, it will notify the Union.
- (d) Generally manage the enterprise in which the Company is engaged, and without restricting the generality of the foregoing to determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of material and parts to be incorporated in the products produced.

ARTICLE 5 - COMPANY RULES

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

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

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

5.04 The relevant provisions in Company Standard Policies and Procedures (SPP) referred to

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

ARTICLE 6 - NO STRIKE OR LOCKOUT

There shall be no strikes or lockouts during the period of this Agreement.

ARTICLE 7 - PROTECTION OF THE PLANT

If at any time during, or after the termination of this Agreement, the employees represented by this Union should engage in a stoppage of work, the Union President and the 1st Vice President of USW LOCAL 4096-404, and the Company will meet in advance to discuss how to ensure that Company property and long-term mutual interests are protected.

ARTICLE 8 - UNION ACTIVITY

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

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

8.01 No Discrimination or Coercion by Company or Unions

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

8.02 Permission and Compensation for Duties Performed As Union Representatives

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

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

8.03 Non-Employee Union Representatives on the Plant

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

8.04 Leave of Absence

- (a) Leaves of absence with pay "Offsite", for a period of up to two (2) years will be granted to employees elected or appointed to a full time Union office, provided that no more than one (1) is on such leave at any one (1) time. Requests for extensions will be considered and will not be unreasonably denied, but leave with pay "Offsite", will not be granted to an employee for more than four (4) consecutive years. Approved leave of absences referred to above shall be invoiced and reimbursed by the Local Union as stipulated in 8.05
- (b) On occasion, the Union may request that an employee take an extended period of time off as Union Business With Pay (rebillable). Under this special circumstance, the Union requests that the Company pay the employee and bill the Union for the full amount of the payment (including benefits, etc.).

8.05 Leave for Union Business with Pay "Onsite" and "Offsite"

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

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

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

Union Business With Pay "Onsite"

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

Union Business With Pay “Offsite” (Reimbursable)

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

All union leave of absences with pay offsite must be signed by the Local Union President on a form designed and agreed to by both the Union and the Company, and;

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

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

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

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

8.06 Crossing Picket Lines

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

8.07 Return to Work or Disciplinary Meetings

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

ARTICLE 9 - NOTIFICATION

9.01

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

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

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

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

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

ARTICLE 10 - MANAGEMENT-UNION COMMITTEE

10.01

The Company and the Union recognize that cooperation between the Company and its employees is indispensable to the accomplishment of the public purposes for which the Chalk River Laboratories has been established.

10.02 Management-Union Cooperative Meeting

Management-Union Cooperative meetings shall give consideration to matters of mutual interest to the Company and the Union 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.

These meetings shall be convened by either party, as required. Human Resources will, however, canvas the union quarterly to determine if there is a need to meet.

Within sixty (60) days of the ratification of this Agreement, the parties will establish a Contracting-Out Sub-Committee of the Management-Union Consultation Committee (MUCC) meetings.

The Contracting-Out Sub-Committee meetings will be conducted as follows:

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

Role of the Committee

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

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

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

The Parties further recognize that the purpose of the sub-committee is for sharing information and providing the Union with the opportunity to comment on contracting decisions. The Union recognizes that it does not have the right to veto or approve contracting decisions.

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

10.03 Health & Safety Committee

Consistent with the requirements of the Canada Labour Code, the parties also agree to participate in a Health and Safety Committee. The Committee shall give consideration to

matters of safety of mutual interest to the Company and the Union, including the safeguarding of health and safety of employees and the workplace environment, and the prevention of hazards to life and property. This committee shall normally meet monthly at a mutually agreed upon time and minutes of the proceedings shall be kept by a representative of the Company. Minutes shall be reviewed by a Union Representative prior to distribution. Conclusions reached by this committee shall be presented to the Company and the Union.

10.04 Company-Wide Benefits Review Committee

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

10.05 Bargaining Committees

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

ARTICLE 11 - GRIEVANCES

11.01 Definition of Employee Grievance

An employee grievance 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 the Agreement as to wages, hours, working conditions, merit rating, internal competitions 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 in this Agreement, or
- (c) Relates to the discharge of an employee, where such employee believes that the discharge was not for good, just or sufficient cause, or
- (d) Relates to a claim of discriminatory promotion, demotion or transfer; or a claim that an employee has been improperly laid off; or a claim that an employee has been, without

just cause, compulsorily retired; or a claim that an employee has been disciplined without just cause.

11.02 General Grievance Regulations

- (a) The word "days" as used in this Article excludes Saturdays, Sundays and Company holidays.
- (b) Grievance forms shall be provided and duplicate copies shall be made of each grievance. After final disposition of a grievance is effected, the Company and the Union shall have a copy.
- (c) Any grievance not filed in writing with the appropriate Company representative within twenty (20) days after the employee knew of the occurrence which is the basis of the grievance, shall be deemed to have been waived and shall not be considered. Failure to take any successive steps herein provided within the specified number of days from the day the written decision on the grievance is presented to the representative shall be deemed an acceptance of such decision as final but the termination of a grievance in this way shall not bar or prejudice another grievance on a similar question.
- (d) Changes in classification granted as a result of the presentation of a grievance shall be made retroactive to the date of grievance at Step 2.
- (e) Any or all of the time limits applicable to grievance procedures may be extended by mutual agreement between the Union and the Company.
- (f) Union representation at grievance meetings will be normally limited to two (2) representatives in addition to the grievor. Requests for additional Union Representation, for training purposes, may be submitted to the Company for approval.

11.03 Normal Employee Grievance Procedure

The grievance procedure, except in cases of claimed wrongful discharge or disciplinary suspension, shall be as follows:

Step 1

A grievance 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 and the grievance is not settled, the representative shall have the opportunity of discussing the matter with the supervisor and the employee before proceeding to Step 2.

Step 2

- (a) The grievance shall be reduced to writing on a standard grievance form in duplicate (and should include the names of the persons involved, the date the grievance occurred, the facts pertaining to the grievance and the remedial action requested) over the signature of the employee and the Union representative.
- (b) The written grievance shall then be presented to the supervisor by the Union representative. The supervisor shall then forward the grievance forms to the Branch Manager who shall review and consider the grievance. The Branch Manager may demand a more specific statement of the grievance if the one submitted does not clearly and sufficiently state the problem. Within seven (7) days of receipt of a properly stated grievance, a hearing shall be had thereon, if necessary, and the Branch Manager shall write a decision on, sign and return the forms to the Union representative within seven (7) further days.
- (c) The discussion and decision made on each grievance shall be limited to the matters raised by the written grievance.
- (d) Within seven (7) days after the Union has received an answer from the Branch Manager, the grievance forms shall be returned to the Branch Manager marked as satisfactory or unsatisfactory.

Step 3

- (a) Should the reply in the 2nd step be unsatisfactory, then the Union will consider the matter and shall decide whether to process the grievance further. If the Union decides to process it further, then the Union shall, within seven (7) days of receipt of the 2nd step answer, request a Company-Union meeting.
- (b) At the time the request for such a meeting is made, the Union shall submit in writing, in detail, the reason why it considers the answer given at the previous step to be unsatisfactory. All data submitted shall be confined to the matters raised in the grievance as originally written and processed through the preceding steps of the grievance procedure. The Company-Union meeting should be held within ten (10) days of the Union request.
- (c) The Union will normally be represented by the USW LOCAL 4096 President, USW LOCAL 4096 General Vice President and 1st Vice President of USW LOCAL 4096-404 (or designates). The aggrieved employee may attend at the employee's discretion, and the Division Director or equivalent level will attend if requested by either party. Decisions in writing will be made within ten (10) days after the meeting and will be addressed to the USW LOCAL 4096 General Vice President. If no response is made by the Union to this decision within ten (10) days, the grievance shall be considered as settled.

11.04 Grievance Procedures for Discharge and Disciplinary Suspension

Whereby an employee is suspended from work during a Company Investigation, they shall be suspended with pay, pending the conclusion of said investigation.

- (a) No case of claimed wrongful discharge or disciplinary suspension shall be entitled to consideration or made the basis of a grievance unless it shall have been filed within twenty (20) days after the employee has been notified (or all reasonable steps have been taken to notify the employee) of discharge or disciplinary suspension and the Union President advised. If the discharge or disciplinary suspension is not submitted as a grievance by the employee or the employee's Union representative within twenty (20) days, as defined above, such discharge or disciplinary suspension shall be final and not subject either to the grievance procedure or to arbitration.
- (b) A layoff due to lack of work or the suspension of operations in any part of the Chalk River Laboratories does not constitute a discharge or disciplinary suspension.
- (c) The sole question to be determined by the following procedures shall be whether or not the employee was discharged or suspended for improper or insufficient 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 lost at the employee's regular salary, less any benefit retained by the employee from unemployment insurance for the period of suspension or discharge. If, on the other hand, there is a reasonable doubt that the employee was discharged for proper or sufficient cause, the employee may be reinstated by mutual agreement, without loss of seniority and awarded such reasonable compensation for the time loss at the employee's regular salary as is mutually agreed upon. The grievance may also be settled by mutual decision of the Company and the Union that the employee was properly suspended for the whole or part of the time of the employee's actual suspension.

(d) Discharge Grievance

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

- (i) The grievance shall be reduced to writing, signed by the employee and submitted to a Human Resources representative. A hearing may be called thereon by the Company, or at the request of the Union. 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's own is unable to present the grievance in person, the employee's Union representative may act for the employee. The Company representative will submit a decision to the Union representative in writing within seven (7) days after the matter is presented to the Company representative.

- (ii) The Union shall submit a reply to a Human Resources representative, within seven (7) days stating whether the decision is satisfactory or unsatisfactory.

(e) Disciplinary Suspension Grievances

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

The grievance shall first be discussed by the employee with the employee's supervisor. If the matter is not settled, the grievance shall be reduced to writing, signed by the employee and submitted to the employee's Branch Manager. The normal employee grievance procedure will thereafter apply, starting at Step 3. 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 for the employee.

11.05 Company Grievance

The Company may request a meeting with the Union officers for the purpose of presenting, or may bring forward at any meeting held with the Union officers, any complaint with respect to the conduct of the Union and that if such a complaint by the Company is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

11.06 Union Grievance

Any difference arising directly between the Union and the Company involving the interpretation or alleged violation of this Agreement which cannot otherwise be dealt with under Article 11.03 or 11.04:

- (a) because of the inability or refusal of an employee to submit a grievance, may be raised by the Union at Step 1 of the normal employee grievance procedure; or
- (b) because it affects a group of employees, may be submitted by the Union to the Branch Manager and dealt with at Step 2 of the normal employee grievance procedure; or
- (c) because it affects the Bargaining Unit as a whole, or in the event that by reason of the special urgency involved, an employee grievance cannot effectively be dealt with under Article 11.03, may be submitted to an Employee Relations representative and thereafter dealt with at Step 3 of the normal employee grievance procedure.

ARTICLE 12 - ARBITRATION

12.01 Where a grievance arises between the parties relating to the interpretation, application,

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

12.02 Within thirty (30) days after the final response provided for in Article 11 has been given on any proper grievance involving the application or interpretation of this Agreement and one of the parties hereto is not satisfied with the same, the matter may be submitted to arbitration. Notice of arbitration in a case against the Company shall be served by emailing a copy to Employee Relations and in a case against the Union, by emailing a copy to the President of the Union and the Vice-President of the Local Union.

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

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

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

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

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

12.08 The arbitrator shall have no power to add to, nor subtract from nor to modify the terms of this Agreement or any Agreement made supplementary hereto and shall render a decision not inconsistent with the terms of this Agreement.

12.09 EXPEDITED ARBITRATION

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

At the request of either Party, a grievance that has been referred to arbitration pursuant to Article 12 of this Agreement may be resolved through expedited arbitration with the consent of both Parties.

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

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

No witnesses will testify in an expedited arbitration proceeding.

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

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

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

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

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

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

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

ARTICLE 13 - INTERNAL COMPETITIONS

13.01

- (a) Unless waived by mutual agreement in writing, internal competitions will be held for positions in the bargaining unit which the Company wishes to fill. Such competitions may arise either from a vacancy created by a retirement, transfer or termination, or due to new work where such work would fall within the scope of this bargaining unit. Notices detailing the qualifications required, the work involved and the classification(s) appropriate to the position will be posted for at least six (6) working days before the closing date of the competition. The qualifications required must bear practical relevance to the work being performed and will be consistent with those documented in the job specifications appropriate to the Bargaining Unit.
- (b) A Bargaining Unit position will only be posted for competition after consideration has been given to all eligible Bargaining Unit members in the following situations in order of seniority:
- (i) on notice of layoff;
 - (ii) on a recall list; or
 - (iii) has been laid off/bumped out of the position within the last two (2) years. Human Resources will confirm to the Union President that such consideration has been given.
- (c) All USW Local 4096 applications (Category 1) will be considered before other applicants from outside (Category 2). All Category 1 applications-will be forwarded to the appropriate branch manager for consideration. If they meet the specified qualifications, including the capacity to perform the particular work required with a familiarization period appropriate to the job level, they will be selected. Should no suitable Bargaining Unit applicant be selected, other candidates will be considered.

It is agreed that, in the interest of improved productivity and greater return on training costs, people in positions who have satisfied the criteria below may apply in writing for internal competitions:

- (i) have completed a period of twelve (12) months in their current position, or
- (ii) are within the last 3 months of their term.

If the above criteria is not met, requests for exemption will be discussed with the Company and shall not be unreasonably denied. This provision is not intended to restrict normal career development.

- (d) Within thirty (30) working days of transfer to a different position within USW Local 4096, the employee may elect to return to the employee's former position, or the Company may re-assign the employee to such former position.
- (e) All positions which management determines are to be filled on a non-permanent basis while the incumbent is absent on maternity leave, approved leave or short term assignment greater than ninety (90) calendar days will be posted. Should the incumbent

fail to return to the position, it will be posted for competition unless otherwise agreed by the union. In cases where a non-permanent vacancy is known ahead of time, such term position shall be posted. In such cases, the posting shall indicate that the vacancy will begin once the employee's leave actually commences and the successful applicant shall be transferred in accordance with 13.05.

13.02 The skill and experience of an employee and the employee's capacity to perform the required task (with a familiarization period appropriate to the job level if necessary) shall be the determining factors in all cases of transfer, internal competitions and increase in the working forces, and in promotion to higher classifications and where two (2) or more employees are equally qualified, seniority shall be the determining factor.

13.03 The successful applicant to an internal competition will be notified as soon as possible. Following receipt of acceptance, the name of the successful applicant will be posted on competition notice boards. All unsuccessful USW LOCAL 4096 applicants will be notified that they were not selected for the position. On request, unsuccessful applicants shall have a post-selection interview with a representative of the Branch or organizational unit conducting the competition. At this interview, applicants will be advised of the reasons for their non-selection and will be given an opportunity to discuss areas in which the employee can enhance their skills and qualifications for future competitions.

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

13.05

(a) Lateral Transfers

The successful employee in a competition will be appointed to the position within six (6) weeks of the date of notification unless special circumstances exist. In these circumstances, extension of the period will be discussed with the Union, but in no case will the period exceed twelve (12) weeks without the consent of the employee.

(b) Transfers Involving a Promotion

The successful employee in a competition will be transferred to the position within six (6) weeks of the date of notification unless special circumstances exist. The salary of the employee will be paid at the new rate within, but no later than, six weeks of the date of notification.

ARTICLE 14 - TRANSFERS

14.01 The parties recognize that there may be situations in which the transfer of an employee would be mutually agreeable to all concerned. In such situations the parties will discuss the situation as far in advance as practical, consider alternate means of dealing with the situation, and endeavour to minimize any adverse effects.

14.02 The Company will record and acknowledge the written requests of employees for transfer to another area of work.

ARTICLE 15 - EMPLOYEE BENEFITS PLANS

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

(a) The Supplementary Health Insurance Coverage

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

(ii) Extended Health Care coverage shall be:

- Generic price substitution for prescription drugs: i.e. if a generic drug exists, the plan reimbursement will be limited to the generic drug price.
- The current maximum for Vision Care coverage is \$500.
- The current maximum for Chiropractic Services is \$400.
- The current maximum for Massage Therapy Services is \$400.

(b) Dental Insurance Plan

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

(i) **Dental Plan Changes effective 2008 April 01**

- Expenses for Orthodontic services incurred on or after 2008 April 01 will be reimbursed at the rate of fifty percent (50%) of reasonable and customary

charges up to a lifetime maximum of \$3000 per eligible adult and dependent child.

(c) Group Life Insurance

Life insurance will be provided as follows:

- (i) The cost of the first annual earnings coverage is paid by the Company and participation is compulsory. If the basic annual salary is not a multiple of \$250 the benefit is adjusted to the next higher multiple of \$250.
- (ii) The cost of the second annual earnings coverage (Supplementary Life) is shared by the Company and the employee and participation in the plan is compulsory. The shared cost is 1/6 paid by the Company and 5/6 paid by the employee. If the basic annual salary is not a multiple of \$250 the benefit is adjusted to the next \$250. Coverage for employees who elect to continue their Supplementary coverage upon retirement will be modified as follows for employees who retire on or after 2006 June 01:
 - The \$500 paid-up benefit provision will be eliminated
 - The reduction in coverage will change from 10% for each year beyond age 60 to 10% for each year beyond age 65.

(d) Long Term Disability

The Long Term Disability Plan will apply to all continuing employees hired on or after 1979 August 01, and those on strength prior to this date, who were eligible for and who elected for coverage. Upon expiration of coverage under Article 17.02(c) (Intermediate Term Sickness/Disability), covered employees are eligible to receive long term disability benefits in accordance with Manulife Policy 37988. The Company will pay 50% of the premium cost of this Plan.

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

ARTICLE 16 - THE PUBLIC SERVICE SUPERANNUATION ACT

16.01

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

- (b) The Company will endeavour to keep the Union informed of changes to the PSSA that may affect employees. Notices will be posted whenever appropriate and a copy will be provided to the Union.

16.02 At the death of an employee who was eligible and chose to contract out of Part 2 of the Act, an amount equal to two (2) months salary will be paid to the widow, widower or estate.

ARTICLE 17 - LEAVE PLANS AND REGULATIONS

17.01 Vacation Leave

- (a) The parties agree that employees should use all vacation credits within the year they are earned. Vacations are to be taken each year at a time satisfactory to the Company. Consistent with operational requirements, the preference of employees with respect to their vacation period will be given consideration by the Company, and shall not be unreasonably denied. Application for vacation leave should be made in advance by the employee and approved by the Company. Annual vacation leave granted may be used in minimum increments of one-half hour subject to operational requirements. Management has the right to schedule any leave carried over in excess of one year entitlement as per RCW- 2.37 dated 1989 August. For employees who have made a significant effort to schedule vacation, Management will consult with the employee on the scheduling of such excess leave.
- (b) Vacation leave is credited to continuing employees on the following basis, and regulations governing this leave are specified in SPP RCW-2.37 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 CNL service for vacation purposes and will earn vacation at the appropriate rate for the employee's total eligible CNL service in accordance with SPP RCW-2.37, 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 as follows:

Schedule of Vacation Credits for Years of Service Effective Each April 01

April 01	Effective April 01
½ but less than 6 years	15 days

6 but less than 7 years	16 days
7 but less than 8 years	17 days
8 but less than 9 years	18 days
9 but less than 10 years	19 days
10 but less than 14 years	20 days
14 but less than 16 years	21 days
16 but less than 18 years	22 days
18 but less than 20 years	23 days
20 but less than 22 years	24 days
22 but less than 23 years	25 days
23 but less than 25 years	26 days
25 but less than 27 years	27 days
27 but less than 29 years	28 days
29 but less than 31 years	29 days
31 or more years	30 days

17.02 Sick Leave Plans

(f) General

Sick leave is for use only where an employee is unable to work due to illness and for medical and dental appointments. If the absence exceeds five (5) consecutive work days, the employee must submit a medical certificate signed by the attending physician. A maximum of ten (10) days without a medical certificate is allowable during each fiscal year. Employees may elect to use sick leave in minimum increments of one-half hour.

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

For medical and dental appointments, an appointment card or copy of the dated prescription form is sufficient documentation for certification. Medical notes may be submitted to OSH at the employee's discretion.

(g) Rehabilitative Employment

Rehabilitative employment may be a viable method of returning employees to the workforce following illness or injury, subject to appropriate medical approval. The parties to this collective agreement agree to work together to facilitate situations accommodating rehabilitative employment.

(h) Short-Term Sick Leave

Sick leave will accumulate on one of the following bases, and other regulations governing this leave will be as specified in SPP RCW-2.39, Disability Income Protection Program and Sick Leave Plan - Salaried Employees dated 1989 December.

- (i) For those employees as at 1979 July 31 who elected to continue with the sick leave provisions in effect on that date, sick leave shall accumulate at the rate of one and one-quarter days for each calendar month of service, provided the employee receives salary for at least ten (10) days in each calendar month. If an employee whose attendance has been satisfactory is absent due to a certifiable illness or disability and has exhausted the employee's sick leave credits, the employee will be granted a limited advance of sick leave credits.
- (ii) Those employees on strength as at 1979 July 31 who elected to enter the sickness disability income protection plan effective 1979 August 01, shall, in addition to their existing sick leave credits, receive a credit of six (6) days each year on April 01.
- (iii) All employees commencing employment on or after 1989 July 01 (or date of ratification if later) will receive a credit of six (6) days sick leave on commencing employment and a further credit of six (6) days sick leave on each subsequent April 1st, except those employees who commence employment on or after October 1st in any year will receive a credit of three (3) days on April 1st following.
- (iv) Employees who are absent on Long Term Disability Plan benefits on April 1st will not be credited with the annual additional sick leave referred to in (ii) and (iii) above until the April 1st following their recovery and return to work; the credit will be six (6) days if the employee recovers and returns to work on or before October 1st and three (3) days if after.
- (v) An employee will not be required to use vacation leave to cover any absence due to certifiable illness or disability.

(i) Intermediate Term Sickness/Disability

When employees to whom (b)(ii) and (iii) above apply have exhausted all sick leave credits, they will be eligible for 75% of their basic salary during necessary absences due to sickness or disability, to a maximum of twenty-six (26) weeks. This benefit will be re-established after a return to work of at least two (2) weeks in the case of a recurrence of the disability, or at least one (1) day in the case of a new disability.

Time off work to attend medical appointments which were scheduled prior to the employees return to work will not interrupt nor be counted towards the accumulation of the ten (10) consecutive scheduled work days. It is understood that only full days worked will be counted

towards the ten (10) consecutive scheduled work days.

17.03 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, stepfather, stepmother, foster parent, grandparent, brother, sister, step-brother, step-sister, spouse (including common law partner), child, (including child of common-law partner), stepchild or ward of the employee, grandchild, father or mother of the employee's spouse, and other relatives living in the same household with the employee or with whom the employee permanently resides.

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

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

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

- (ii) In the case of death of an employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, leave not exceeding one (1) day will be allowed. Additional special leave,

not exceeding one (1) day, may be granted due to the length of the trip involved to attend the funeral.

(c) Marriage

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

(d) Birth or Adoption of Child

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

17.04 Other Leave

(a) Personal Business Day

Effective, immediately, upon ratification of this Agreement, three (3) days (seven and a half (7.5) hours) of paid leave will be credited to employees for use in personal or special circumstances. Effective April 1, 2015, two (2) days (seven and a half (7.5) hours) of paid leave will be credited to employees for use in personal or special circumstances. Effective April 1, 2016, and each April 1, thereafter, one (1) day (seven and a half (7.5) 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.

On a one-time basis for employees who are members of the bargaining unit prior 1 November 2014, Special Leave Days will be converted to Personal Business Days on the following basis. The grant of three Personal Business Days referred to, above, will be in addition to Personal Business Days to which employees will be entitled as a result of this conversion.

Special Leave to Personal Business Days Conversion Chart

Special Leave Credits in Days	Personal Business Days
24 to 25	5
21.1 to 23.99	4.5
19 to 21	4
16.1 to 18.99	3.5
14 to 16	3
11.1 to 13.99	2.5
9 to 11	2

6.1 to 8.99	1.5
4 to 6	1
1.1 to 3.99	.5
0 to 1	0

In the event that an employee has in excess of 25 Special Leave Days at the time of this conversion, days in excess of 25 will be converted to Vacation Days at the same ratio of 5 to 1.

(b) Court Leave

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

(c) Veteran's Affairs Examinations

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

(d) Medical Examinations

If an employee is required by the Company to take a medical examination, such examination will be by an independent medical practitioner and will be arranged and paid for by the Company. The employee will be paid at the employee's normal rate for regular working hours missed due to this cause as well as travel and meal expenses. If necessary, the Company will allow such an employee leave without pay for the purpose of being examined by another doctor, at the employee's expense, should the Union desire a second opinion.

(e) Writing of Examinations

Leave with pay will be granted if an employee is required to write an examination or to attain (re)certification related to his/her job. An appropriate time for such obligation will be mutually agreed to by the employee and his/her Manager subject to operational and licensing requirements.

(f) Military Leave, Sabbatical Leave, Accident Leave and Leave Without Pay provisions and regulations shall be on the basis specified in the SPP RCW-2.42, Miscellaneous Leave and Leave Without Pay-Salaried Employees dated 1989 August; Education Leave with Pay as specified in SPP RCW-2.43, Educational Leave With Pay dated 1987 April.

17.05 Maternity, Child Care and Adoption Leave

Eligible employees shall be granted maternity, parental, child care or adoption leave in accordance with the provisions of CW-510300-PRO-213 dated 2005 August. It is understood

that all applicable legislated provisions will apply, also these will apply during a labour dispute or while on Layoff.

(i) Supplementary Benefit to Maternity Leave

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

(ii) Supplementary Benefit to Parental Leave

The Company will provide a supplement to the EI parental benefit up to a maximum period of thirty-seven (37) weeks to those employees who are eligible for parental leave under the provisions of CW-510300-PRO-213 dated August 16, 2005 and who qualify for EI parental benefits. An employee on approved parental leave that was not preceded by a period of maternity leave must submit the first EI stub as proof of eligibility to receive the EI benefit. In order to be eligible to receive and retain the Supplementary Benefit, the employee must return to work for a period of at least six (6) continuous months following the approved leave period. If the employee terminates prior to completing the full six (6) months, the Supplementary Benefit must be paid back on a pro-rated basis.

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

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

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

17.06 Compassionate Care Leave

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

The Supplementary Benefit (SB) consists of the following:

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

For the period that the employee is in receipt of Compassionate Care benefits under the EI regulations, the Company will augment the EI benefit to 93% of the employee's normal weekly earnings up to a maximum period of six (6) weeks. The combined weekly level of EI benefits, SB payments and other earnings will not exceed 95% of the employee's normal weekly basic earnings in effect on the date the compassionate care leave commenced.

17.07 Self-Funded Deferred Leave Program

Self-Funded Deferred Leave Program (SFDL) allows full-time continuing employees to defer up to 33 1/3 per cent of their gross salary or wages in order to fund a period of absence from their work and return to their regular employment at the expiration of the leave. Subject to operational requirements and management approval, an employee may be granted SFDL for periods between six (6) to twelve (12) consecutive months in accordance with the policy provisions dated 2007/02/09.

17.08 Progressive Retirement

Progressive Retirement is a leave arrangement which permits bargaining unit members who are approaching retirement age to reduce their workload and hours of work progressively by using leave without pay. Members who wish to utilize the program should complete the application form PRLA 0041-00 Rev. 2. Subject to operational requirements, such application and leave shall not be unreasonably denied.

ARTICLE 18 - TERMINATION COMPENSATION

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

18.01 General

- (a) Terminating employees will be compensated for all earned but unused vacation, banked time to a maximum of forty-five (45) hours 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) Compensation on termination, for reasons other than dismissal or abandonment of position, is described in the remainder of Article 18.

18.02 Death

Following the death of an employee, the widow(er) or estate will be paid a death benefit equal to one (1) week's pay per completed year of continuous service, less any period in respect of which the employee was previously granted termination compensation, with a minimum of two (2) weeks' pay and a maximum of thirty (30) weeks' pay.

18.03 Layoff

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

- (a) laid off for the first time, will be paid an amount equal to two (2) weeks' pay for the first 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.

18.04 Voluntary Resignation Before Retirement

An employee who has ten (10) or more years of continuous service and who voluntarily resigns will be paid, subject to Article 18.05, an amount equal to one-half week's pay for each completed year of continuous service, less any period in respect of which the employee was previously granted termination compensation, up to a maximum of fifteen (15) weeks' pay.

18.05 Retirement

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

18.06 Continuous Service

For the purpose of Article 18.02, continuous service, as defined in SPP RCW-2.16, Compensation on Termination, Retirement or Death – Salaried Employees dated 1994 April will apply.

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

18.07 Voluntary (Retirement or Resignation) Termination Compensation Eligibility

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

Terms of Payment

18.04 Options

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

- (a) As a single payment at the rate of pay of the employee's current position as of two days after date of ratification or *June 30, 2012 (whichever is first)*, or
- (b) As a single payment at the time of the employee's termination of employment from Canadian Nuclear Laboratories Limited, based on the rate of pay of the employee's current position at the date of termination of employment from Canadian Nuclear Laboratories Limited, or
- (c) As a combination of (a) and (b).

18.05 Selection of Option

- (a) The Company will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Company of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 18.08(c) must specify the number of complete weeks to be paid out pursuant to 18.08(a) and the remainder to be paid out pursuant to 18.08(b).

- (d) An employee who does not make a selection under 18.08 will be deemed to have chosen option 18.08(b).

ARTICLE 19 – COMPANY HOLIDAYS

19.01

- (i) There shall be twelve (12) Company Holidays each calendar year. 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, credited January 01 each year, will be considered as individually floating holidays, which may be taken at the request of the employee subject to operational requirements and shall not be unreasonably denied. Unused Company floating holidays from the previous calendar year cannot be carried over to the next fiscal year.

- (ii) For employees hired during the year, the three (3) floating Company Holidays will be pro-rated as follows:
- hired before May 01; three (3) floating Company Holidays;
 - hired May 01 to August 31; two (2) floating Company Holidays;
 - hired September 01 to December 31; one (1) floating Company Holiday.

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

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

19.02 Compensation for Company Holidays

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

- (a) Day employees who are required to work a full day on a Company Holiday will receive overtime at the double rate of pay in addition to their normal pay for normal hours.

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

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

ARTICLE 20 - HOURS OF WORK

20.01 Standard Work Week

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

20.02 Day Schedule

Thirty-seven and one-half hours - (37 1/2) normally 8:15 a.m. to 4:25 p.m., Monday to Friday inclusive, with a lunch period of forty (40) minutes per day. The first and second days of rest are Saturday and Sunday respectively.

20.03 Alternative Work Schedules

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

- (i) Employees may request to reschedule the standard day as defined in Article 20.02 by up to two (2) hours subject to approval by supervision, and not to exceed the regular daily scheduled hours.
- (ii) It is also understood that supervisors may request to reschedule the standard hours by up to two (2) hours subject to mutual agreement, and not to exceed the regular daily scheduled hours.

It is understood that the nature of the work may prohibit the participation of some employees in alternative work schedules to ensure that safety or the overall efficiency of the site is not adversely affected.

20.04 Time Banking

In addition to the 7-1/2 hours per day regularly worked, employees may elect to work extra hours to accumulate up to a total maximum of forty-five (45) hours to be taken off at a later time. The accumulation of such extra hours must be on productive work with the prior approval of supervision and approved as equitably as practicable. It must be worked in minimum thirty (30) minute periods and earned at the rate of hours accumulated equal to the actual extra hours worked. The accumulated time may be taken as time off by the employee subject to advance approval by supervision.

The accumulation or use of banked time will not be unreasonably denied. However, vacation credits carried over from previous leave year must be exhausted or committed for use before banked time can be taken.

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

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

ARTICLE 21 - SALARIES

21.01 Each employee shall be classified in one (1) of the Levels listed below and shall be paid within the associated salary range.

21.02 The salary range limits of any established classification shall be subject to review at the time of negotiations for any new agreement.

21.03 The following salary scales will become effective on the date indicated:

EFFECTIVE 2014 July 01

Level	Minimum	Maximum
404A	34,000	48,500
404B	44,400	55,500
404C	52,500	65,600
404D	63,000	78,800

Effective 2014 July 01, the salary of each employee shall be increased by 1.5% applied to their 2014 June 30 salary.

EFFECTIVE 2015 July 01

Level	Minimum	Maximum
404A	34,400	49,200
404B	45,000	56,300
404C	53,300	66,600
404D	64,000	80,000

Effective 2015 July 01, the salary of each employee shall be increased by 1.5% applied to their 2015 June 30 salary.

NOTE:

- (i) These annual salaries will be divided by 26 and paid bi-weekly.
- (ii) Salaries will be rounded to the nearest \$100 exclusive of performance pay /bonus as provided under Article 21.04.

21.04 Salary and Career Advancement

(a) Administration of Salaries

The salaries of all employees will be administered on a performance basis. Employees will receive a performance increase as per the performance pay grid.

Performance Pay Grid

	Performance Multipliers				
Performance Rating	U	MMR	FMR	ER	O
404A	0	.4	1	1.25	1.5
404B	0	.4	1	1.25	1.5
404C	0	.4	1	1.25	1.5
404D	0	.4	1	1.25	1.5

Step Values		
	2014	2015
404A	900	900
404B	1,000	1,000
404C	1,200	1,200
404D	1,400	1,400

Note: The performance pay awarded to the employee is calculated by multiplying the step value by the multiplier consistent with the employee's performance rating and rounded to the nearest \$100.

The expected performance distribution is 2% Unsatisfactory (U); 10% Meets Most Requirements (MMR); 63% Fully Meets Requirements (FMR); 20% Exceeds Requirements (ER); 5% Outstanding (O).

(b) Performance Bonuses

Where the size of the performance increase results in a new base salary above the range maximum, the employee's salary will be increased to the range maximum and the balance of the increase paid in a pensionable lump sum as a re-earnable performance bonus. Employees will be advised in writing of their resulting salary and performance bonus, if applicable.

(c) Career Advancement

An employee promoted, through either the appointment or reclassification process, to a position in a higher range will have the employee's salary increased to the greater of:

- i. the lowest step of the higher range; or
- ii. four per cent (4%) plus two per cent (2%) for each additional range over a single range promotion, computed on the employee's current salary.

An employee must be in the higher position a minimum of three (3) months to be eligible for a performance pay review; however, salary range increases will be applied as appropriate.

Salary increases for promotions as a result of appointments will be effective on the date of transfer to the new position. Salary increases for promotions as a result of reclassifications will be effective on the date that the manager approves the position description.

Progression to 404B is expected (unless education, individual performance limitations* or job-rating qualifications are applicable). Promotions can occur from any point in the salary range.

*Reference Supplementary Letter Item 8 – Career Advancement.

Promotions will be considered on the basis of business requirements, job content, performance and responsibility level. An incumbent's salary will not be a consideration.

After three (3) consecutive ratings of exceeds requirements and or outstanding, and when at or near the top of the 404B, 404C, and 404D salary range, a promotion case can be proposed by the employee if their immediate supervisor has not initiated one. The employee will be notified if a promotion case is being proposed by supervision.

The promotion process for Classification Reviews is outlined in "Promotion to 404B, 404C, 404D Flow Chart" Appendix "D".

(d) New Hires

Where an employee is hired within the three (3) months preceding a review date, the employee's normal review will be deferred until the next review.

(e) Performance Review

With the exception of probationary employees, the performance of each employee will be reviewed and discussed with the employee in the second quarter of each calendar year. On request, the review and discussion will be with the Branch Manager. The discussions will be held in accordance with a prepared schedule of appointments. The review period will be from April 01 to March 31 of each year.

When under this review the employee is judged to have shortcomings in any area of job performance, as indicated by the review form, the details of any shortcomings will be revealed to the employee. The employee will be given the opportunity to read the completed review form and 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 attach written comments on the content of the form. A copy of the review form signed by the Branch Manager will be provided to the employee.

(f) Career Development

The career development prospects of each employee will be reviewed and discussed during the annual performance review or at any significant change in program direction. The review will include discussions on the applicability of the employee's qualifications, aptitudes and experience to the present job assignments. Discussions will include the potential for new job-content challenges and responsibilities, support for further training and the opportunities for career development within the Company.

21.05 Temporary Assignment to a Higher Position

When an employee is temporarily assigned other responsibilities going substantially beyond the employee's normal level of responsibility for a period of two (2) weeks or more due to the absence of the incumbent of a higher-classified position, the employee will be paid a premium rate as set out below for the period of the assignment. The temporary increase will be to the lowest step in the range for the higher-classified position, which gives an increase of at least four per cent (4%) of the current salary to a maximum of ten per cent (10%). In the latter case, the temporary rate will be ten per cent (10%) above the employee's normal rate. The Union will be notified when acting assignments are expected to exceed three (3) months.

21.06 New and Existing Classifications

Job specifications for existing classifications will be maintained as up-to-date as possible. Should new classifications be introduced or substantial changes occur in existing classifications during the term of this Agreement, the Company will assign the classification to the grade which is most appropriate relative to the grading of existing classifications. The Union will be provided with a copy of proposed new or changed job specifications and allowed the opportunity to provide comments before issue. In the event that the Union disagrees with the grading, the matter will be appropriate to the grievance procedure and arbitration. It is the intent of the Company to produce job specifications for all new classifications within a reasonable period (normally one (1) year). Copies of all job specifications for Bargaining Unit jobs will be given to the Union as soon as they become available.

- (i) Should an existing position be assigned to a lower salary range as a result of job evaluation, the incumbent's salary will not be decreased.
- (ii) In such cases, salary will be administered as per 21.04(a) until the employee's base salary falls within the range.

21.07 Compensation Provisions

Where an employee qualifies for pay beyond the employee's basic compensation under more than one provision of this Agreement, the employee shall receive compensation under one provision only - that which provides the higher amount - and shall receive no additional compensation with respect to other provisions, except as specifically provided for in this Agreement.

ARTICLE 22 - OVERTIME

22.01 General

- (a) Due to the nature of the Company operations, some employees will be required to work overtime. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime **on a yearly basis** amongst all qualified employees in the branch. Each calendar year, distribution shall commence by offering overtime opportunities by seniority within the branch. Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at the applicable overtime rate. No employee will be required to work overtime when other qualified employees are willing and available for work.
- (b) Where qualified employees are unwilling and/or unavailable to undertake the work, the Company will consult with the President of the Union before using alternate sourcing strategies to complete the work.
- (c) All authorized overtime work, other than that described elsewhere in this Article, shall be compensated for at the standard overtime rate of time and one-half, which is defined to be a payment of one and one-half times the normal hourly rate of pay for each hour of overtime work performed.
- (d) Authorized 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.) Overtime worked on second day of rest (Sunday) will not be included for the purpose of accumulation of overtime in excess of 10 hours beyond the employees basic scheduled work week.
- (e) For the purposes of this Article, the expression "normal hourly rate of pay" is defined to be 1/1950 of the employee's current annual salary.
- (f) An employee will be required to provide and pay for the employee's own transportation when on overtime assignments, except when the overtime worked is immediately after the regular working hours of the employee and the employee was not advised of the overtime prior to the start of the work period.
- (g) An employee who is required to work beyond the employee's normal daily hours will not be paid for periods of overtime work of less than one (1) hour. However, should the overtime work period extend to one (1) hour or more, it will be computed to the nearest thirty (30) minutes and paid for at the applicable overtime rate.

22.02 Meal Period Compensation

- (a) An employee will be permitted to take a thirty (30) minute meal period, which if taken, will be paid at the applicable overtime rate when the employee is scheduled to work more than ninety (90) minutes:

- (i) Immediately following the employee's normal daily hours or normal shift.
 - (ii) Overtime between regular work periods, which extends over a meal period, including overtime on days of rest and Company holidays.
 - (iii) During a callout provided it extends over a meal period.
- (b) Employees working overtime will be permitted to take a second and subsequent meal period of thirty (30) minutes, which if taken, will be paid at the applicable overtime rate at intervals of five (5) hours beyond the end of the last previously assigned meal period.
- (c)
- (i) A meal allowance of \$12.00 will be provided in 22.02(a) (i), (ii) and (iii) and 22.02(b) when the employee has been scheduled to work more than ninety (90) minutes of unplanned overtime and the overtime assignment extends over a normal meal period.
 - (ii) Employees working offsite will be eligible for an offsite overtime meal allowance as per Company Wide Travel Procedure (CW-512200-PRO-120, Rev 3 dated 2010 March 10) in lieu of a meal as specified in (c)(i) above.
- (d) If arrangements for a meal on CRL site cannot be made during an unplanned overtime event, and employees are required to eat off CRL site, the employee shall be entitled to a paid meal period of one hour. An unplanned overtime event is offered the same day in which it occurs in that the employee is not given prior notice to allow them to make alternate arrangements.
- (e) An employee who reports for overtime work, which has been pre-arranged, shall not be eligible for a meal allowance.

22.03 Overtime on Days of Rest

Authorized overtime work performed on the first day of rest shall be paid at the rate of time and one-half (unless Article 22.01(c) applies). Authorized overtime work performed on the second and subsequent days of rest shall be paid at the rate of double time. (Travel, except for travel on duty as defined in Article 22.09, does not constitute work.)

22.04 Pre-arranged Overtime

Where an employee by advance arrangement, and at the request of management, 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.

When the Company cancels pre-arranged overtime on the scheduled overtime day, the employee will be paid two (2) hours at the base rate. This payment will not be made if the overtime is both arranged and cancelled during the same work period.

22.05 Callouts

An employee who has completed a regular period and gone home, if called in for extra service before the employee's next regular work period, shall receive a minimum of four (4) hours at time and one-half. Where the employee commences work less than four (4) hours in advance of the employee's regular work period and continues without break into that period, the employee shall be paid for the first four (4) hours following the start of the callout at the rate of time and one-half. Provided, however, that if an employee is entitled under the terms of Article 22.01(c) to be paid double time for some or all of the work performed prior to the employee's regular work period then the employee shall be so paid for such work but the balance of the four (4) hour period will be paid at time and one-half.

22.06 Travelling While on Duty

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

22.07 Scheduled Overtime

In detailing specific schedules for overtime work, the preference of the employees concerned will be taken into consideration.

22.08 Payment of Overtime Work

Where practicable, payment for overtime work properly claimed will be paid the pay period following that in which it is received by payroll.

22.09 Travel To and From Outside Assignments

- (a) When an employee is required and authorized to drive the employee's personal car, the mileage provisions outlined in the Company Wide Travel Procedure (CW-512200-PRO-120, Rev 3 dated 2010 March 10) will apply.
- (b) When an employee is travelling to or from an outside assignment the employee shall receive compensation for actual time spent in travelling on the following basis:
 - (i) On a day that is not the employee's day of rest the employee shall in addition to the employee's normal salary 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.
 - (ii) On the employee's day(s) of rest the employee shall be compensated at the applicable overtime rate for time worked and at the standard overtime rate for travel time to a combined maximum of seven and one-half hours. For any additional time spent in travel, the employee will be compensated at the employee's regular rate to a maximum of six (6) hours.

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

22.10 Conventions and Training

- (a) When an employee attends a professional development course, convention, conference or exhibition for the purpose of learning about new developments or equipment, or to give a presentation, the employee will receive full normal salary, but will be ineligible for extra work or travel hours. Notwithstanding the provisions of this Article, where the Company directs an employee to attend such events, overtime and travel will be paid in accordance with the foregoing provisions of this Article.
- (b) When an employee is sent by the Company to such convention, conference or exhibition to perform duties such as assembling, operating or acting as an attendant to a Company exhibit, overtime will be paid in accordance with the foregoing provisions of this Article.
- (c) When an employee is directed by the Company to attend training, overtime and travel will be paid in accordance with the foregoing provisions of this Article.

22.11 On-Call

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

- (f) Where there are more qualified volunteers than on-call assignments volunteers will be assigned on an equitable basis but never more than two volunteers per on-call assignment.
- (g) No employee will be designated to be on-call for more than 14 consecutive days unless with the consent of that employee or where there are fewer than two employees qualified to do the work required.
- (h) Employees on-call will be entitled to additional compensation as follows:
- two and one-half (2.5) hours at the applicable overtime rate for any on-call period where telephone response was required and made
 - if it is necessary for the employee to report physically for duty, Article 22.05 Callouts will apply.

ARTICLE 23 - UNION SECURITY

23.01 Deductions from Salaries

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

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

23.02 Information for New Employees

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

23.03 Information for the Union

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

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

The Company will provide the president of the union, by February 15 of each year, a list of employees within the bargaining unit in descending order of seniority, including name, gender, classification, rate of pay and date of seniority, current mailing address and phone number on file.

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

ARTICLE 24 – PRINCIPLES GOVERNING THE VALUE OF LENGTH OF SERVICE**24.01 Seniority**

- (a) A seniority list covering the employees in this Bargaining Unit shall be maintained by the Company in accordance with the rules contained in this article. The current list, which will also include the salary range and classification for each employee, shall be given to the Union quarterly, effective April 01, and made available on request at other times.
- (b) Revision of seniority for any reason, including periods of extended absence will be jointly determined by the Company and the Union.
- (c) Seniority will continue to accumulate during all Company-approved leaves of absence, whether with or without pay, but not while on a recall list following layoff.
- (d) Accumulation of seniority:
- As per the definition in clause 28.03, casual employees shall not be eligible to earn or accumulate seniority.
 - As per the definition in clause 28.03, short-term employees shall be eligible to earn and accumulate seniority upon becoming full-time, permanent employees of the Company. Such seniority shall date from their original hire date as a short-term employee, as long as there has been no break in service.
 - As per the definition in clause 28.03, term employees, who have been hired from outside the Company, shall be eligible to earn and accumulate seniority upon becoming full-time, permanent employees of the Company. Such seniority shall date from their original hire date as a term employee, as long as there has been no break in service.
 - Full-time, permanent employees of the bargaining unit may accept term, temporary, or acting assignments outside the bargaining unit. In such cases, the seniority of the employee earned to date shall be frozen. During the time of the assignment, the employee shall not be eligible to earn or accumulate seniority. If the employee returns to the bargaining unit at the end of the assignment, the employee shall again earn and accumulate seniority as of the date of their return to the bargaining unit.
 - As per the definition in Article 1.03, the seniority of part-time employees will be recorded separately, but will be considered to be an integral part of the USW LOCAL 4096-404 seniority list. Part-time employees will be credited with seniority at a ratio equal to their regularly scheduled hours compared to the standard hours for full time employees.
- (e) Seniority shall be lost:

- i. Upon permanent departure from the bargaining unit, for example by resignation or discharge, transfer or promotion.
 - ii. When an employee has been laid off for a period equal to the amount of seniority to the employee's credit, or two years, whichever is less.
 - iii. If a laid off employee fails to return within fifteen (15) working days of recall, or requests in writing that the employee's name be removed from the recall list.
- (f) Should two or more employees have the same seniority date, seniority standing will be established by the following criteria, which will be considered in the listed order until seniority is established.
- (i) An employee hired in the morning will be deemed senior to the employee hired in the afternoon.
 - (ii) An employee with the greater length of continuous CNL employment will be deemed senior.
 - (iii) An employee with the greater length of non-continuous CNL employment will be deemed senior.
 - (iv) Seniority will be determined by the process of chance through the drawing of names. A union representative will be present at such drawing of names.
- (g) Normally, newly-hired employees will be subject to a probationary period of one-hundred and twenty (120) working days. However, the probationary period can be extended for an additional one hundred and twenty (120) days by mutual agreement between the Company and the Union. Following successful completion of the probationary period, the employee will be placed on the seniority list and credited with seniority from date of hire.

24.02 Workforce Adjustment

General Principles

The Company and the Union recognize that program decisions and business or economic factors may require adjustments in bargaining unit positions. The parties agree to cooperate to minimize as much as possible disruptions to the workplace and to implement an employee redeployment process with due consideration to various parameters such as seniority, qualifications and ability to perform core duties of the remaining work. The parties shall strive to implement any such process, which is as fair and equitable as possible to all involved in the redeployment. The Company and the Union agree that employment security should increase in proportion to the length of service in the bargaining unit. Seniority shall mean the length of service in the employ of the Company recognized on a bargaining unit wide basis as described in Article 24.01.

- (a) Where adjustments are required which may result in layoff, i.e. the discontinuation or non-voluntary reduction in working hours of a bargaining unit member, a redeployment

process will be initiated. The Company and the Union agree to meet at least ten (10) working days in advance of individual employee notifications to discuss the proposed adjustment, possible redeployment of employees, the application of seniority and recall provisions and other options for minimizing the impact of the workforce adjustments, and the application of seniority and recall provisions.

- (b) In determining layoffs, the principle of seniority will be followed, provided that the employees retained are qualified to perform the core duties of the remaining work within a sixty-five (65) working days familiarization period. The familiarization period is defined as the sixty-five (65) working days commencing on the date of move to the new position.
- (c) Any employee designated for layoff may:
 - (i) choose to be laid-off and accept the termination compensation provided for in Article 18.03 Layoff, or
 - (ii) choose to exercise any displacement (bumping) rights in accordance with the provisions of this Article.
- (d) In order to minimize the effects of bumping, the Company, the Union and the laid-off employee will begin searching for appropriate positions via the Workforce Adjustment Process.

The Workforce Adjustment Process will comprise the following steps:

- (i) A Redeployment Committee (RC), consisting of five (5) representatives will facilitate the process. The Committee will consist of two (2) Company, two (2) bargaining unit representatives and one (1) additional CRL line management representative, below the General Manager level, identified by the Union and agreed to by the Company representatives on the Redeployment Committee. In order to facilitate the redeployment process, the Company and the Union may add additional resources to the Committee. These additional resources will not have a vote on committee decisions. This committee shall endeavour to hold its initial meeting within two (2) working days of the advance notice being given to the bargaining unit.
- (ii) Individual notifications of lay-off will be issued as far in advance as possible to employees and will provide for a minimum of eight (8) weeks written notice prior to the effective termination date.
- (iii) The employee will be required to submit a comprehensive resume to the RC outlining the employee's qualifications.
- (iv) The RC will interview the employee and by majority decision will identify potential suitable positions subject to the conditions outlined in (e), (f), (g) and (h) below.

- (v) Once a potential position is found, a letter is sent to the prospective new branch by the RC informing the Manager of a potential bump. The Manager is required to interview the employee and assess any gaps between the core duties and the employee's qualifications. The Manager will endeavour to provide written response (email) on suitability within two (2) working days of the interview. On request, the Manager will attend and make representation to a meeting of the RC.
 - (vi) On acceptance of the proposed displacement, the Manager will document a plan outlining activities to occur during the familiarization period to address the gaps between core duties and the employee's qualifications.
 - (vii) If within the familiarization period (sixty-five (65) working days), the Manager and/or employee recognize that the bump has not been a suitable match, the employee may re-enter the bumping process for a second bump with a familiarization period of sixty-five (65) working days. This option can be exercised only once. Alternatively, the employee may choose to be laid-off without further bumping rights and paid termination compensation as provided for in Article 18.03 Layoff.
 - (viii) A formal interim review of the employee's progress will occur between the 25th and 30th working day of the familiarization period. A copy of the review will be supplied to the employee and the RC within five (5) working days and will include the manager's and employee's comments.
 - (ix) Within five (5) working days of completion of the familiarization period, the Manager will issue a final report to the applicable Human Resources Business Partner and a copy to the RC. This report will state whether the employee continues in this position, whether the Manager is granting an extension to the familiarization period with a subsequent review, or whether the employee is to be laid off without further bumping rights and paid termination compensation as provided for in Article 18.03 Layoff.
- (e) The bumping process involves searching for appropriate positions starting from the bottom of the seniority list. A vacant position is considered to be the lowest position on the seniority list. Employees in salary ranges 404A to 404D inclusive, may bump another employee with less bargaining unit seniority occupying a position at the same or lower salary range. Employees in salary ranges 404A and 404B, may also bump up to the 404C level. In all cases, employees wishing to exercise bumping rights must be qualified and able to perform the core duties of the displaced employee within the familiarization period.

- (f) Should the application of clause (e) above not yield a position, the job selection process will be repeated:
- (i) If the displacing employee's present salary exceeds the top of the range of the new position, then the employee's salary will be red circled.
 - (ii) If the displaced employee bumps into a higher classification, the employee's salary will be adjusted to the minimum of the new classification salary range or maintain their current salary, whichever is greater.
 - (iii) Electing to bump a part-time employee with less seniority. In this event, the salary of the full-time employee will be pro-rated to reflect the part-time schedule and the employee will assume part-time employee status as defined in Article 1.03.

The employee can choose option (i) or (ii) above.

- (g) When a part-time employee is designated for layoff, the RC must first consult the part-time seniority list to identify potential displacement opportunities. If no matches are found, a part-time employee may elect to exercise their bumping rights to bump a full-time employee with less seniority. In this event, the salary of the part-time employee will be increased to reflect the full-time schedule and the employee will assume full-time employee status.
- (h) If the RC is unable to find a suitable position or if the employee designated for layoff is unable to perform the core duties of the position identified under this Article within the familiarization period, the employee will be laid off without further bumping rights and paid termination compensation as provided for in Article 18.03 Layoff.
- (i) Should any dispute arise over the application or interpretations of this Article, either party may elect to proceed to the grievance procedure and arbitration as outlined in Article 11 and 12.

24.03 Recall

- (a) An employee who has been laid off shall be retained on a recall list for a period equal to the amount of seniority to the employee's credit, or two (2) years whichever is less. Employees will be removed from the recall list under the following circumstances, where the employee:
- requests in writing that the employee's name be removed from the recall list,
 - returns to work with the Company or,
 - fails to return to work within fifteen (15) working days of notification of recall.

- (b) Subject to (c) below, recalls to continuing bargaining unit work will be made in order of seniority (provided the person with greater seniority is qualified to perform the core duties required) from those employees on the recall list and those who elected to convert to part-time status in lieu of layoff. Full-time employees recalled to part-time work may elect to remain on the recall list for the remainder of the time for which they are eligible without penalty pending further recalls.
- (c) Notification of recall shall be sent by registered mail to the laid-off employee's last known address. It shall be the responsibility of each laid-off person on a recall list to advise the HR Services Office of any change in address.

ARTICLE 25 - WORK JURISDICTION

The Company will continue to require members of this Bargaining Unit to perform types of work or use classes of instruments or equipment where, traditionally, members of the Bargaining Unit have had responsibilities. The Company will not assign work traditionally performed (i.e. prior to 1963 September 01) by members of the Bargaining Unit to other classifications outside the Bargaining Unit, with the exceptions of Non-Continuing Personnel as described in Article 28, and where work jurisdictions have overlapped prior to 1963 September 01.

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

Union or Company representation may be made at any time to discuss assignments of new work areas or other work jurisdiction issues. Should it be determined that the work in question appropriately belongs to the Bargaining Unit, this work will continue to be assigned to members of this Bargaining Unit.

ARTICLE 26 – SAFETY MEETINGS

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

ARTICLE 27 – TECHNOLOGICAL CHANGES

27.01 Definition

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

27.02 Notice and Implementation

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

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

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

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

ARTICLE 28 – NON CONTINUING PERSONNEL

28.01 Both parties recognize that situations may arise which result in peaking manpower demand, or requirements for special skills and expertise not otherwise available. Subject to the provisions of this Article, the Company may continue to utilize from time to time Non-Continuing Personnel as defined in 28.02 and 28.03 below.

28.02 The following categories of people are not members of the bargaining unit:

- (a) A "student" is an employee who is hired on a part-time or short-term basis, either during the student's normal vacation period or a work term to fulfill the student's normal educational curriculum. A student who has completed or suspended the student's course of training is excluded from this definition.

- (b) "Contract personnel" are those persons hired from other organizations to provide temporary services of up to twelve (12) months duration.
- (c) "Attached staff" are employees of other CNL sites or other organizations who are on temporary assignment at Chalk River Laboratories or within the Renfrew County.

28.03 The following categories of persons are members of the bargaining unit:

- (a) "Casual (temporary) employees" are those employees hired for less than 37.5-hours per week for a period of twelve (12) months and are only paid for actual days worked. Casual employees will be eligible for up to one (1) month of continuous employment in this twelve (12) month period.
- (b) "Short-term employees" are employees hired to carry out term assignments of more than one (1) month but no more than six (6) months duration which require them to work thirty-seven and one-half (37 1/2) hours per week as stipulated in this Agreement, and who cease to be employed when the job for which they were hired has been completed. An employee in this category is a member of the bargaining unit and is covered by the provisions of this Agreement with the exception of pension coverage, long term disability coverage and dental coverage in accordance with RCW - 2.05, "Part-Time, Short-Term and Student Employees (Salaried) - Benefit Programs", dated 1987 April. An employee in this category whose term is extended beyond six (6) months becomes a "Term employee" as defined in (c) below.
- (c) "Term employees" are employees hired for between six (6) and twelve (12) months to carry out special term assignments. The term of such employment shall be related to the scheduled length of the work requirement. Term employees are required to work thirty-seven and one-half (37 1/2) hours per week as stipulated by this Agreement, but who cease to be employed when the job for which they were hired has been completed. Any extension of the term beyond the applicable limit will be subject to Union agreement, but no extension shall exceed eighteen (18) months. Where a term extension does not adversely affect the job security of any continuing personnel with appropriate skills, the Union shall not unreasonably withhold agreement.
- (d) The Company will notify the Union of their intention to utilize Non-Continuing Personnel, with the exception of students. Every quarter, or as requested, the Company shall provide the Union with an updated list of all Non-Continuing Personnel. The list shall include the following information: the start date for the Non-Continuing Personnel, the termination date of the contract to which the Non-Continuing Personnel is employed, the number of hours per month, the position number, the department name and a summary description of the work being performed.

- (e) A sequence of Non-Continuing appointments will not be used to displace a full time continuing position. At the conclusion of an appointment, the Company can, on expiry of the appointment, either incorporate the position into the bargaining unit or decide that it no longer wishes the work to be performed.

28.04 Seniority for Non-Continuing Personnel will be administered as per Article 24.

28.05 Where casual, short-term, contract, term and attached personnel are utilized for specialized skills not available in the bargaining unit, the Company will facilitate the acquisition of these skills within the bargaining unit where the Company determines there is a sufficient continuing need for the skill involved.

28.06 Non-Continuing Personnel utilized in accordance with this Article will cease to be employed when the specific duty or work term for which they were hired has been completed. Such individuals will be advised of the short-term nature of their employment.

28.07 Any Bargaining Unit member designated for layoff may displace Term and Contract personnel as defined in Article 28.02 and 28.03(b)(c) respectively, as defined in Article 24.03 (Workforce Adjustment) provided that the employee is qualified and immediately able to perform the full scope of the remaining work. The Company agrees that members of the Bargaining Unit will not be laid off as a result of the use of contract personnel for work that they would normally and regularly perform.

ARTICLE 29 - RIGHT TO REFUSE DANGEROUS WORK

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

- (a) An employee may refuse to do any particular act or series of acts at work which the employee has reasonable grounds to believe are dangerous to the employee's health or safety or the health or safety of any person at the place of employment. The employee shall first report such a situation to supervision. Failing resolution by the supervisor, a joint investigation will be conducted by the Union Health and Safety representative, the supervisor and the employee. If the matter cannot be resolved internally, it shall be referred to the Department of Labour under section 129 of the Canada Labour Code. The employee may continue to refuse until sufficient steps have been taken to satisfy the employee, or until the safety officer representing Labour Canada has investigated the matter and advised the employee that the matter has been resolved.
- (b) No loss of wages or disciplinary action shall be taken against any employee who exercises the right conferred upon the employee in (a) above.

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

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

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

30.01 General Understanding

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

30.02 Applicable Terms and Conditions

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

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

ARTICLE 31 - CAREER & SKILLS DEVELOPMENT

31.01 Career Development

The parties recognize the importance of providing a climate in which employees can improve their knowledge and skills, enhance their opportunities for internal promotion and enhance their job performance by becoming better qualified. To this end, career and professional development efforts will reflect the following principles:

- (a) Career and skills development is a shared responsibility of management and employees requiring joint planning and joint investment.
- (b) Individual employees are responsible for identifying their career and skills development needs and for planning, investing in, and implementing their development program as agreed with management.
- (c) Management is responsible for actively promoting and guiding career and skills development and, to this end, will make every effort to provide appropriate resources and opportunities as agreed in the development programs referenced in sub-clause 31.01(b).

The Company will endeavour to spend up to three percent (3%) of the Bargaining Unit payroll per fiscal year for the purposes of Career Development and Training.

31.02

The performance appraisal process can be used to ensure that an effective planning and monitoring process for career and skill development is implemented as required for each employee in the bargaining unit. Each performance appraisal may include skill development objectives as agreed by management and the employee for the next appraisal period. The

employee and management will jointly plan the appropriate activities necessary to achieve immediate and longer-term objectives.

31.03 Company Initiated Training

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

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

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

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

31.04 Employee Initiated Training

- (a) Where an employee makes application to attend a training program the Company may: approve leave of absence, where necessary with pay or partial pay or without pay, and/or choose to defray any or a portion of the cost of the employee's training dependent on the nature of the program and the degree to which it is career related. The cost of the training includes: tuition, examination fees, entrance or registration fees, course-required books, or other legitimate expenses as determined by the Company. The payments provided for in this section will be dependent on the employee's successful completion of the training program.
- (b) Termination of employment by the employee, or by the Company for just cause shall nullify any obligation of financial assistance by the Company in connection with training.
- (c) In the event that an employee on training receives outside support such as scholarship, fellowship, bursary or any other type of assistance, this will be disclosed to the Company at the time of application in accordance with (a) above.
- (d) If, after the training period, an employee fails to return to work as prearranged without reasonable cause, the employee shall repay in full the salary and cost, where applicable, incurred by the Company in connection with the training.
- (e) An employee granted extensive leave of absence in accordance with (a) above may be required to sign a statement of intent to the effect that, on completion of the training, he/she will remain in the employ of the Company for a period of not less than 1 year.

Should he/she resign from the Company or be dismissed for just cause before this period expires, he/she shall refund the Company on a pro-rata basis the salary and cost, where applicable, incurred by the Company in connection with his/her training.

31.05 Interrupted Training

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

31.06 Temporary Assignments Outside Bargaining Unit

The parties are committed to employee personal and career development. To this end, the parties agree upon the following terms to facilitate leaves of absence while maintaining continued employment.

It is agreed that:

- (a) When an employee is on a temporary assignment outside the bargaining unit, seniority will be administered as per Article 24.
- (b) Upon completion of the assignment, the employee will be returned to his/her previous bargaining unit position. Should his/her position no longer exist, the provisions of Articles 13 and 24, as appropriate, shall apply.
- (c) In the event of a potential lay-off situation, an employee on a temporary assignment outside the bargaining unit shall be treated as if he/she were encumbering his/her substantive position. The employee shall be both entitled to and subject to all provisions of Articles 11, 12, 18 and 24 of the Collective Agreement.
- (d) Temporary assignments outside the bargaining unit are limited to a maximum of one (1) year through the voluntary agreement of the Company and employee involved. An extension to a maximum of two (2) years may occur with the agreement between the parties.
- (e) Acting Pay shall be in accordance with Article 21.05 of the Collective Agreement.
- (f) In the event of a strike or lockout, employees will be returned to the bargaining unit.

ARTICLE 32 - DURATION AND AMENDMENT OF AGREEMENT

32.01 This Agreement and any supplementary letters thereto, when signed by the parties hereto, shall become effective on date of ratification, 2014 November 5th, and shall remain in full force and effect until 2016 June 30 and from year to year thereafter, unless amended or

terminated in the manner later provided herein.

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

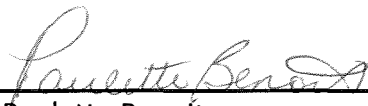
32.03 If either the Company or the Union desires to amend or terminate this Agreement, it must notify the other party in writing within the period of four (4) months immediately preceding the date of expiration of the term of this Collective Agreement. The parties will exchange proposals simultaneously at a mutually agreeable date prior to the commencement of negotiations. Until satisfactory conclusion is reached in the matter of proposed amendments, the original provisions shall remain in effect in accordance with the Canada Labour Code.

32.04 **IN WITNESS WHEREOF** the parties hereto have, this 31st day of 2015 ~~July~~ ^{March}, executed this Agreement by the hands of their proper officers.

**ON BEHALF OF CANADIAN NUCLEAR
LABORATORIES LIMITED**


**ON BEHALF OF THE
United Steelworkers 4096 – 404**

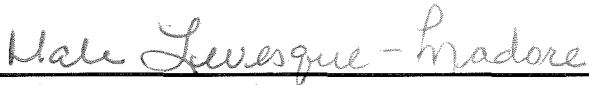

George Dolinar


Paulette Benoit

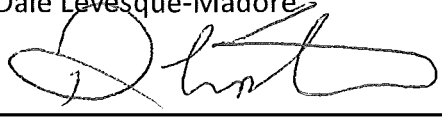

Leslie Fleury


Louise Newton


Chris Clouthier


Dale Levesque-Madore


Dianne Lemire


USW Staff Representative


Saad Junejo


Leslie Kleiman

APPENDICES

APPENDIX A- Exclusions from the Bargaining Unit

- Administration Assistants to Division Directors or equivalent
- Executive Administrative Assistant, Executive Assistant and Business Administrator
- Staff of Human Resources Division
- Staff of Protective Services Branch Office, including Personnel Security Administrator and Security Assistant
- Staff of Bldg. 401 Sub Registry and one designated staff of Central Registry
- Supervisors with five (5) or more employees reporting directly to them
- Employees below the M12 level with no community of interest with Bargaining Unit classifications
- Patents and Legal Assistant
- Project Control Coordinator
- Occupational Health and Safety Administrative Assistant
- Contracts Agent
- Account Representative

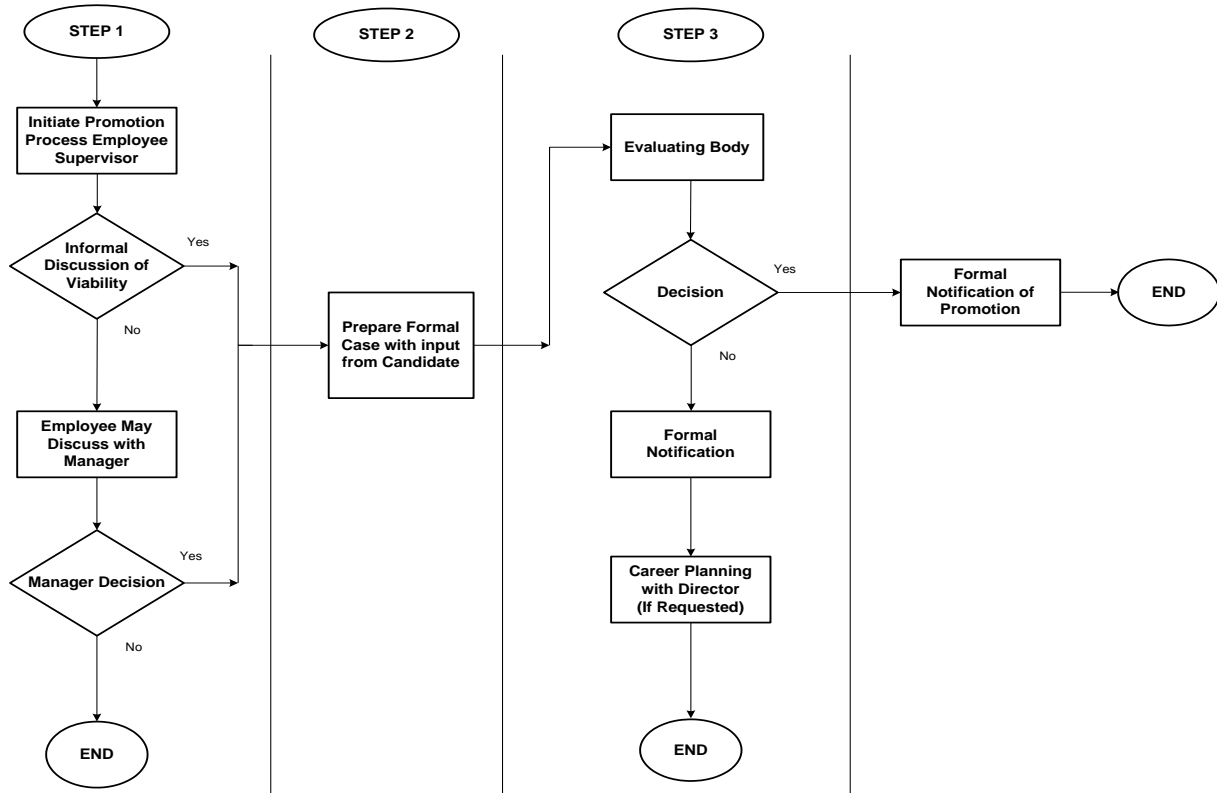
APPENDIX B - Job Titles and Ranges

RANGE	JOB TITLE
404A	Accounting Assistant I Lab Assistant I Library Assistant I Office Assistant I
404B	Accounting Assistant II Administrative Assistant Inventory Control Assistant I IT Administrator Lab Assistant II Maintenance Assistant Office Assistant II Records Assistant I
404C	Finance Analyst Inventory Control Assistant II IT Administrator II Library Assistant III Office Assistant III Production Assistant I Project Assistant Purchasing Assistant Records Assistant II
404D	Customs Officer Finance Officer Library Assistant IV Marketing And Sales Asst Planning Analyst Production Assistant II Public Affairs Officer Purchasing Agent Ram Transportation Specialist

APPENDIX C – MAPPING TABLE**Mapping Table**

New Level	Old Levels 2006-2014	Old Levels Pre-2006
404-A	AL 1	CM 7
	AL 2	CM 8
404-B	AL 2	CM 8
	AL 3	CM 9
404-C	AL 3	CM 9
	AL 4	CM 10
404-D	AL 4	CM 10
	AL 5	CM 11

APPENDIX D - CAREER PROGRESSION AND GENERIC LEVEL DESCRIPTORS



Refer to “Process for Evaluating and Classifying New and Existing Positions”. (As posted on, “My CNL” Compensation and Benefits Page).

NOTE: All positions within USW Local 4096 - 404 bargaining unit are eligible as per Article 21.04(c).

CAREER PROGRESSION AND GENERIC LEVEL DESCRIPTORS

Within the earlier of ninety days following the approval of the Minutes of Settlement signed by the parties on 2007 July 12 (“the Minutes”) by the Canadian Human Rights Commission, or ninety days following the ratification of the collective agreement, CNL and USW Local 4096 - 404 shall form a working committee, comprised of an equal number of members from USW Local 4096 - 404 and CNL (which shall include at least one Human Resources representative). The working committee shall make its best efforts to develop mutually agreeable generic level descriptors (which would be applicable until new descriptors are developed under the terms of the Minutes) for positions within the USW Local 4096 - 404 bargaining unit. The working committee shall also examine the possibility of developing a progression system similar to that which applies in the other bargaining units represented by the USW at CNL. The working committee shall use its best efforts to complete its work within nine (9) months of approval of these Minutes. Any generic level descriptors or progression system developed or recommended by the working committee shall be submitted to the Consultant retained by CNL under the terms of the Minutes for comment as part of the pay equity and job evaluation exercise.

Any results achieved by these efforts on generic level descriptors shall not be inconsistent with any agreement or ruling on wage gaps reached under the terms of the Minutes.

If CNL and USW Local 4096 - 404 are not able to agree on the details of a career progression system within the nine month time frame, the working committee shall be re-convened within ninety days following the final results of the job evaluation exercise to be undertaken under the terms of the Minutes. The working committee shall continue to use its best efforts to develop a mutually agreeable progression system. If within 90 days following the final results of the job evaluation exercise the parties cannot so agree, USW LOCAL, Local 404 may file a complaint under the Canadian Human Rights Act in accordance with paragraphs 36 or 37 of the Minutes.

APPENDIX E – Arbitrator listing

HUMAN RESOURCES & ADMINISTRATION

27 October 2014


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

Dear Ms. Benoit,

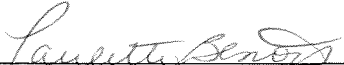
The Company and the Union agree to appoint arbitrators in accordance with Article 12 from the following list:

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

Sincerely,


George Dolinar
Chairperson
CNL Negotiations Committee

AGREED:



Paulette Benoit
President
USW Local 4096

Appendix F - Supplementary Letter

HUMAN RESOURCES Employee Relations

27 October 2014

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

Dear Ms. Benoit:

This will record the agreement of Canadian Nuclear Laboratories Limited and USW Local 4096-404, on the following items, in addition to, or clarification of, matters covered in the current Collective Agreement.

1. Continuation of Group Insurance Plan Coverage During Periods of Absence Without Pay

- (a) Hospital/medical, and group life insurance coverages will normally be maintained during periods of absence without pay. The employee will be informed in writing of any discontinuance of coverage and it will be discussed with the Union President.
- (b) The Company will continue to pay its contributions to the premium costs of these plans in absences without pay which do not extend through a full calendar month (from first day to last day, inclusive) and in other cases where the absence without pay is due to illness or injury. In other absences without pay the employee will normally be required to pay the full cost of these plans.
- (c) Unless an alternative arrangement is made, the employee will be re-billed monthly for either the employee's share or the total premium costs, as applicable.
- (d) Should these monthly billings not be paid, the monies owing will be recovered either:
 - (i) via pro-rated salary deductions on the employee's return to work; or
 - (ii) from termination credits such as vacation pay if the employee's employment terminates; or
 - (iii) other appropriate sources.

2. Termination Compensation

For the purpose of Article 18, service is considered to mean "continuous service in the Public Service" which has the meaning given to that expression in the Public Service Superannuation

Act. An employee transferring to another department or agency within the federal public service will not be considered as having terminated the employee's employment for the purpose of Article 18.

3. Dispute Resolution

Notwithstanding the provisions of the collective agreement, either party may suggest alternate dispute resolution methods for any conflicts or grievances which arise. Such methods which may include mediation or single arbitrator, must be mutually agreed to. If not, the provisions of the collective agreement shall be followed.

4. Employee Files

Upon written request of an employee to Human Resources, the personnel file of the employee shall be made available for review in the presence of a Human Resources Representative, at a mutually convenient time. When a written report pertaining to an employee's performance or conduct is placed on a personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read, and shall be given a copy. Signing does not necessarily acknowledge agreement with the contents of the report.

5. Retroactivity

With respect to the salary range increase effective July 1, 2014, for all members of the bargaining unit that are on strength as of the date of ratification, salaries will be increased by 1.5%, effective July 1, 2014. For merit pay, all members of the bargaining unit that are on strength as of the date of ratification and who are eligible will receive a merit increase as per the Collective Agreement, effective July 1, 2014.

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

6. Medical Appointments

The parties to this Collective Agreement agree to work together to facilitate the efficient scheduling of medical/dental appointments, and to minimize the time off required from work, sick leave will be granted in increments of one half hour for certified medical and dental appointments.

7. Affirmative Action

In accordance with Article 3, it is recognized that in complying with applicable Federal legislation regarding Employment Equity, it may be necessary to implement positive measures to increase representation of target groups.

The parties will meet and work towards a mutually satisfactory agreement prior to implementing such measures which may include creating special employment opportunities and occasionally modifying the internal competition process on a case by case basis.

8. Career Advancement

When the Company considers an employee below the 404B range to have reached the limits of career advancement due to the limitations of the employee to perform more complex tasks, the Union will be so notified and the employee will not be eligible for promotion. Such cases will be subject to review by the Company at the Union's request and are subject to the grievance procedure.

9. Salary Administration Review

At the conclusion of the work undertaken in the "Minutes of Settlement" the parties agree to form a working committee comprising equal number of union and line management representatives, and HR staff to assist, to review Salary Administration topics such as job descriptions and level descriptors during the life of this Agreement. The Committee must make its report and recommendations within twelve (12) months of formation.

10. Part-Time Employment

It is the intention of the Company that part-time employment will not adversely affect full time members of the bargaining unit. Full time will continue to be the employment norm unless the work involved does not justify a full time position, or a change to part-time is employee initiated. In the latter situation the Union will be advised of any request and will be entitled to make representation if it believes its members may be adversely affected.

11. Indemnity

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

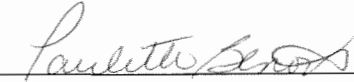
- (i) The employee is acting within the course and scope of the duties of such employment,
- (ii) The employee is acting in good faith; and,
- (iii) The employee is acting to the best of their ability.

Sincerely,



George Dolinar
Chairperson
CNL Negotiations Committee

AGREED:



Paulette Benoit
President
USW Local 4096

APPENDIX G – UNITED STEEL WORKERS Local 4096

Declination of Union Representation Form

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

Employee’s Signature

Dated _____

Company Representative to forward copy to USW Local 4096 President

APPENDIX H – PERFORMANCE APPRAISAL ASSESSMENT CATEGORY DEFINITIONS

The contents of this document are for the information of employees and management and do not form part of the Agreement and are not subject to arbitration procedures. The contents will not change without the Company informing the Union.

The following categories will be applied relative to the employee's goals etc. established earlier in the review cycle.

UNSATISFACTORY - Employee performance is below the acceptable level. Corrective action is required.

MEETS MOST REQUIREMENTS - Employee may work more slowly or handle a lower quantity of work than expected but still handles most of the responsibilities. May miss some deadlines, or is unable to work as independently or handle tasks as complex as expected.

FULLY MEETS REQUIREMENTS - Employee handles assigned work in a fully competent manner and works with the expected degree of independence.

EXCEEDS REQUIREMENTS - Employee is handling work beyond requirements. Quality and/or quantity of work are significantly above requirements.

OUTSTANDING - Results are far in excess of requirements. This performance level is reserved for those employees whose performance is extraordinary.

APPENDIX I – Temporary fulltime Union President**MEMORANDUM OF AGREEMENT
RESTRUCTURING SMOOTH TRANSITION TO GOCO INITIATIVE
TEMPORARY FULLTIME UNION PRESIDENT**

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

1. A single individual, serving as President for USW 4096 (covering both bargaining units 404 and 896), will be seconded to Union duties on a fulltime basis from the date of ratification of the (new or successor) Collective Agreement between the Parties until the earlier of one year following share transfer or 31 December 2016.
2. Costs as outlined in this Agreement will initially be covered fully by the Employer. The Parties agree that effective 2016 July 01; USW 4096 will assume fifty percent (50%) of the cost of the salary and attendant benefits of the President and will continue to contribute on that basis for the remaining life of this Agreement.
3. The employee so named will receive the same pay and benefits that he/she received in his/her substantive role as an employee for the Employer, prior to the secondment, consistent with the Collective Agreement and Company procedures.
4. During the secondment, the President will occupy the status of temporary Leave of Absence from his/her current position and will be placed, for the duration of the term, in a position entitled President for USW 4096. The period of secondment will be deemed to be continuous service with the Employer for all purposes.

5. For administrative purposes such as time card and vacation approval, the President will report directly to the Director, ER & HR Services.
6. During the secondment, the President will not be eligible for overtime or banked time; however, alternative work schedule will remain available.
7. Upon the completion of the secondment the President will retain their seniority and be returned: i) to the job classification and to the department in which he/she was employed at the time of his/her selection as Union President, or ii) to a job classification encompassing comparable job duties to those which he/she held prior to his/her selection if the former position no longer exists.
8. At no time can the President assist other non-USW 4096 bargaining units or employees belonging thereto or other non-bargaining unit employees, nor may the President participate in or assist with any organizing drives with CNL or employees of other employers.
9. Any union related training in which the President engages during his/her secondment will not be paid by the Employer. The President will, however, complete his/her training required by the Employer which will be completed on Employer time and be paid by the Employer.
10. As the Company will not be conducting an individual performance appraisal, the President will receive performance ratings of FMR during the term of his/her presidency.
11. All Company Policies and Procedures continue to apply to the President, with particular attention to the Code of Conduct.
12. The expectations of the President and his/her duties will be comprised of, but not limited to:
 - Working a full work week (37.5/40 hours);
 - Maintaining and demonstrating professionalism at all times;
 - Using proactive practices to avail himself or herself as a resource to employees and the Employer;
 - Being actively involved with Company activities such as LEAN and Nuclear Safety;
 - Participating in, and overseeing the smooth, efficient, effective and proper functioning of the Management/Union Cooperative Committee (MUCC) meetings and activities;
 - Participating in the Site Health & Safety Committee (SHSC) meetings;

- Promoting the importance of maintaining a healthy and safe working environment at CNL;
 - Being visible in the field, building credibility and a good working relationship with all CNL employees;
 - Promoting health and safety values;
 - Participating in RTW meetings as required;
 - Assisting with Workers Safety Insurance Board (WSIB) matters as required;
 - Participating in meetings requested by the Director of ER&HR Services that address/promote joint interests within the nuclear industry (i.e. external councils) and/or in the community (i.e. community events, school presentations, etc.);
 - Attending Management Meetings as required;
 - Participating in New Employee Orientation;
 - Assisting with employee group benefit concerns as required;
 - Ensuring that Union officers, committee members and shop stewards apply the grievance procedure as per the Collective Agreements;
 - Ensuring that grievances are dealt with and resolved in a timely manner;
 - Ensuring constant application of the Collective Agreements within the Union and reach consistent resolutions to grievances;
 - Being readily accessible to management and employees when needed;
 - Being well prepared for the meetings involving management;
 - When invited, participating in GOCO restructuring discussions and activities concerning bargaining unit employees;
 - Being involved in employment matters arising from the implementation of and transition to GOCO restructuring;
 - Being aware of the role and function of the Third Party Case Manager for sick leave and assist employees with the transition;
 - Ensuring the Local Union officers, committee members and shop stewards are educated in their respective roles in order to retain experience and to ensure continuity when dealing with management.
13. If a breach of this Agreement, an allegation of a violation of the Code of Conduct or any another policy or procedure, is perceived to involve the Union President, the Director, ER & HR Services, will report the concern to the Union National Office in advance of any corrective action being taken.
14. Prior to the implementation of this Agreement, and as a condition thereof, the Union agrees to inform the Employer regarding the election/selection of the President.
15. The Union and the Employer recognize and concur that this Agreement is intended to assist the Union members in the context of the current restructuring of the Employer


into a GoCo model and this Agreement is without prejudice or precedent for future rounds of collective bargaining, ensuing Collective Agreements or Memoranda of Understanding.

Dated at Petawawa, ON this 27th day of October, ~~2015~~ 2014

For the Company



George Dolinar

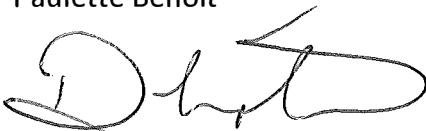


Leslie Kleiman

For the Union



Paulette Benoit



USW Staff Representative

Appendix J

Memorandum of Agreement


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

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

Dated at Petawawa, ON this 31st day of March, 2015

For the Company


George Dolinar


Leslie Kleiman

For the Union


Paulette Benoit


USW Staff Representative

Memorandum of Agreement

Between:

Atomic Energy of Canada Limited

(the Employer)

And

The Chalk River Technicians and Technologists – 404

(the Union)

Whereas the Employer and the Union are parties to a collective agreement, in force at all material times; and

Whereas the Union filed complaints before the Canadian Human Rights Commission (hereafter *the Commission*) alleging violations of Sections 10 and 11 of the Canadian Human Rights Act in 2002 and 2005 respectively; and

Whereas the Employer and the Union entered into a Minutes of Settlement (hereafter the *MOS*), dated 12 July 2007, so as to resolve the section 10 and 11 complaints in their entirety; and

Whereas, consistent with the terms of the *MOS*, the Hay Group was retained to conduct a job evaluation and pay equity analysis and assemble a Consultant's Report of its findings (hereafter the *Consultant's Report*); and

Whereas, consistent with the terms of the *MOS*, a Steering Committee (hereafter the *Steering Committee*) of equal Employer and Union membership was formed so as to provide guidance on the job evaluation and pay equity analysis process; and

Whereas the Steering Committee has endorsed the implementation of the Job Evaluation Review; and

Whereas the Employer has recalculated the Performance Pay Grid Step Values for 2013 using the same methodology as employed within the collective agreement calculations (2% of the mid-point of the ranges in effect on June 30, rounded to the nearest \$100)

The parties hereto agree to make the following modifications to the current collective agreement:

See 67

1. The current collective agreement shall be amended to replace the existing wage tables and Articles with those as recommended in the Consultant's Report. Specifically, articles 21.01, 21.02, 21.03 and 21.04 (a) shall be replaced with the following:

21.01 Each employee shall be classified in one (1) of the Levels listed below and shall be paid within the associated salary range.

21.02 The salary range limits of any established classification shall be subject to review at the time of negotiations for any new agreement.

21.03 The following salary scales will become effective on the date indicated:

EFFECTIVE - 2012 July 06

Level	Minimum	Maximum
404 A	33,000	47,000
404 B	43,000	53,800
404 C	50,800	63,500
404 D	61,100	76,300

Effective 2012 July 06, the job classification of each employee shall be converted from the AL 1 to 5 structure to that of 404 A to D, as defined in the Memorandum of Agreement dated 2012 September 25.

EFFECTIVE - 2013 July 01

Level	Minimum	Maximum
404 A	33,600	47,800
404 B	43,800	54,700
404 C	51,700	64,600
404 D	62,200	77,600

500 67

Effective 2013 July 01, the salary of each employee shall be increased by 1.75% applied to their 2013 June 30 salary.

NOTE:

- (i) These annual salaries will be divided by 26 and paid bi-weekly.
- (ii) Salaries will be rounded to the nearest \$100 (one hundred dollars) exclusive of performance pay /bonus as provided under Article 21.04.

21.04 Salary and Career Advancement

Administration of Salaries

The salaries of all employees will be administered on a performance basis. Employees will receive a performance increase as per the performance pay grid.

Performance Pay Grid

	Performance Multipliers				
Performance Rating	U	MMR	FMR	ER	O
404 A	0	.4	1	1.25	1.5
404 B	0	.4	1	1.25	1.5
404 C	0	.4	1	1.25	1.5
404 D	0	.4	1	1.25	1.5

	Step Values		
			2013
404 A			800
404 B			1000
404 C			1100
404 D			1400

500 67

Note: The performance pay awarded to the employee is calculated by multiplying the step value by the multiplier consistent with the employee's performance rating and rounded to the nearest \$100.

The expected performance distribution is 2% Unsatisfactory (U); 10% Meets Most Requirements (MMR); 63% Fully Meets Requirements (FMR); 20% Exceeds Requirements (ER); 5% Outstanding (O).

2. The Transition Rules as referenced above, and in article 21.03 of the amended collective agreement are as follow:
 - a) Reclassification with the same salary range maximum:
Should an existing job/position be assigned to a salary range with the same salary range maximum, employees shall move across at their current salary.
 - b) Reclassification to a salary range with a higher salary range maximum:
Should an existing job/position be assigned to a salary range with a higher salary range maximum:
 - i) If the new salary range maximum is not greater than 4% (four percent) above the current salary range maximum, the employee's salary will remain the same or be brought to the minimum of the new salary range if the current salary is below the new salary range minimum.
 - ii) If the new salary range maximum is greater than 4% (four percent) above the current salary range maximum, the employee's new salary will be either the minimum of the new salary range or a 4% (four percent) increase to their current salary, whichever is greater.
 - c) Reclassification to a salary range with a lower salary range maximum:
 - i) No employee's salary will be decreased, as per article 21.06 (i)
 - ii) Employees will be eligible for a lump sum merit payment, as per articles 21.04 (a)(d) and 21.06 (i) but will not be eligible for scale increases until the employee's base salary falls within range.
3. In paragraph 4 of article 21.04(c) reference to AL02 shall be replaced by 404B . In paragraph 7 of 21.04 (c) reference to AL2, AL3, and AL4 shall be replaced by 404B and 404C. In paragraph 8 of 21.04 (c) reference to AL2, AL3, AL4, and AL5 shall be replaced by 404B, 404C and 404D. In article 24.02 (e) reference to " AL1 to AL5 inclusive" shall be replaced by "404A to 404D inclusive". In article 24.02 (e) reference to AL1, AL2 and AL3 shall be replaced by 404A, 404B, and 404C, respectively. Accordingly, any other reference to job classes AL 1-5 shall be deemed to be replaced by job the applicable level A-D.

See 67

4. Appendix B of the collective agreement (Job Titles and Ranges) shall be amended to reflect the agreed upon changes, as attached to this Memorandum of Agreement.
5. Appendix C shall be deleted
6. Supplemental letter 8 to the collective agreement shall be modified so as to replace reference to the AL 2 classification with that of Level B.
7. A number of CRTT-404 job classifications have not been included in this job evaluation for the sole reason that such positions are not currently occupied or in use. While reference to such positions shall be removed from Appendix B in the current collective agreement, the parties agree that they shall remain within the scope of the CRTT-404 bargaining unit in the event that the positions and functions / responsibilities are reintroduced into the workforce. The specific positions to which this agreement shall apply are as follow:

Accommodations Assistant
Accounting Systems Supervisor
Administrative Supervisor
Applications Administrator
Assistant Purchasing Agent
Computer Instructor
Computer Operator
Computer Operator Supervisor
Customs Assistant
Data Processing Assistant
Data Processing Supervisor
Drawing Office Supervisor
Engineering Records Assistant
Finance Assistant
Finance Supervisor
Fissionable Mat. Assistant
Fissionable Materials Supervisor
Graphics Assistant
Inventory Control Assistant
Library Supervisor
Lithographer
Maintenance Assistant
Manufacturing/Construction
Assistant
Production Assistant
Public Affairs Assistant
Public Affairs Editor

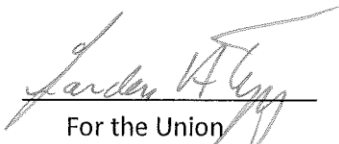
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Publishing Coordinator
Quality Assurance Assistant
Regulatory Assistant
Safety Assistant
Space Allocation Administrator
Space Allocation Assistant
Space Allocation Coordinator
Stores Assistant
Technical Services Assistant
Telephone Assistant
Telephone Operator
Telephone Supervisor
Telephone Systems Administrator
Zed-2 Operator

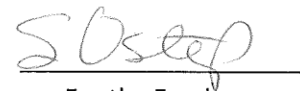
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8. The parties recognize that this Memorandum of Agreement represents a full and final settlement of all obligations to conduct a job evaluation and pay equity analysis under the 12 July 2007 Minutes of Settlement, with the exception of an agreement on a process for ongoing job evaluation.
9. The Employer acknowledges its remaining obligation under Paragraph 28 of the Minutes of Settlement to develop mutually agreeable generic level descriptors and examine the possibility of developing a career progression system.

Dated at Chalk River, Ontario, this 25 day of September, 2012.



For the Union
Gordon Tapp
President



For the Employer
Shelley Ostep

SO 67