

SOURCE	Co		
EFF.	96	04	01
TERM.	98	03	31
No. OF EMPLOYEES	140		
NOMBRE D'EMPLOYES	140		

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

- between -

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

- and -

**The Several Unions Listed Herein**

- through -

**THE ATOMIC ENERGY LABOUR ALLIANCE (CRL)  
CLC**

*for the period*

**1996 April 01 to 1998 March 31  
Chalk River, Ontario**

**MAY 21 1997**

06397(07)

**HUMAN RESOURCES & ADMINISTRATION**Chalk River Laboratories  
Chalk River Ontario  
Canada K0J 1J0  
(613) 584-3311Laboratoires de Chalk River  
Chalk River (Ontario)  
Canada K0J 1J0  
(613) 584-3311

Mr. S. Halliday, President  
Atomic Energy Labour Alliance  
Chalk River Laboratories (CRL)  
CHALK RIVER, Ontario

1997 March 21

Dear Mr. Halliday:

The following expressions of Company intent are made at the request of the Alliance and concern the clarification of matters which do not directly pertain to the current Collective Agreement covering the period of 1996 April 01 - 1998 March 31:

**1. Discharge - Special Consideration**

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

**2. Supply of Job Specifications**

Each of the signatory Unions will be supplied with an agreement-sized copy of all hourly rate job specifications applicable to their Bargaining Unit and the Labour Alliance will be supplied with three (3) similar copies of all such job specifications.

.../2

**3. Access to Personnel Files**

Employees shall be entitled, in the company of a Personnel Officer, to examine their personnel file. This may be arranged upon written request to Employment Services. Nothing of an adverse nature, the content of which they are unaware of, will be placed on a personnel file. Disciplinary notations will normally be removed from the personnel file after two years, provided that no further disciplinary action has been recorded during this period. **Any** exceptions will be discussed with the Presidents of the Labour Alliance and the Union concerned.

**4. Training - Program Development and Implementation**

It is the intent of the Company to discuss with, and obtain Bargaining Unit input into both new and existing training programs. The primary method of communication in this regard will continue to be at the Branch or Division level. However, a joint Company and Alliance committee will be maintained to monitor on-going training, program development and implementation practices affecting Alliance members and deal with the issues specified in Article 10.

To the best of my knowledge this letter covers the matters discussed at our recent negotiations.

Yours sincerely,

A handwritten signature in black ink, appearing to read "D.V. Peplinski". The signature is written in a cursive style with a large, sweeping initial "D" and "P".

D.V. Peplinski,  
Employee Relations Specialist

A G R E E M E N T

- between -

ATOMIC ENERGY OF CANADA LIMITED  
(Chalk River Laboratories)

- and -

The Several Unions Listed Herein

- through -

THE ATOMIC ENERGY LABOUR ALLIANCE (CRL)  
CLC

*for the period*

1996 April 01 to 1998 March 31  
Chalk River, Ontario

---

**The Name of the Union Shop Steward in Your  
Working Area is:**

A G R E E M E N T

- between -

ATOMIC ENERGY OF CANADA LIMITED

- and -

Communications, Energy and Paperworkers  
Union of Canada  
Local 896

Local F-4, International Association of  
Fire Fighters (I.A.F.F.)

- through -

THE ATOMIC ENERGY LABOUR ALLIANCE (CRL)  
CLC

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**C O L L E C T I V E   A G R E E M E N T**

**BETWEEN:**

**ATOMIC ENERGY OF CANADA LIMITED**

a Company incorporated pursuant to  
the Atomic Energy Control Act,

hereinafter known as "the Company"

**- and -**

**THE SEVERAL UNIONS LISTED ON PAGE ONE**

**- through -**

**THE ATOMIC ENERGY LABOUR ALLIANCE CLC  
(Chalk River Laboratories)**

hereinafter known as "the Alliance"

**INTRODUCTION**

The purpose of the agreement which follows is to establish the basis of a working relationship between the parties that will provide meaningful work, job satisfaction, and fair **and** competitive wages 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, and avoid

confrontational tactics. Should differences or misunderstandings occur, we will resolve them promptly through full and open discussions within the terms of our dispute resolution process.

We support and encourage 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 several Unions, parties to this Agreement, have been certified by the Canada Labour Relations Board or recognized by the Company **by** letter as bargaining agents for certain employees of the Company at Chalk River and Deep River.

1.02 The several Unions having constituted an administrative organization known as the Atomic Energy Labour Alliance, CLC, have authorized the said Alliance to become a party to this Agreement and to function on behalf of each of the said Unions for the purpose of administering this Agreement and negotiating renewals or changes in it from time to time, and have delegated to the said Alliance authority to act on behalf of each of the said Unions with respect to the several matters indicated by the provisions of this Agreement.

1.03 This Collective Agreement covers all full time, part-time, term and casual employees of the Company at Chalk River and Deep River except forepersons and employees of higher rank, office staff, scientific staff, nurses, students and other employees not represented by the Unions signatory to this Agreement.

1.04 Part-time employees are those employees who work a portion of the standard hours for full time Bargaining Unit employees.

1.05 Term employees are those employees hired to carry out term assignments of up to twelve (12) months duration which require them to observe the normal work week stipulated by this Agreement and who cease to be employed when the job for which they were hired has been completed.

An employee in this category will be eligible for enrollment in Company benefit programs.

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

1.06 Casual employees are those employees hired on a roster for a period of twelve (12) months and are only paid for the days worked.

1.07 Working conditions, benefits, leave, salary and overtime administration for part-time and short term employees are defined under SPP RCW-2.05, Part-Time, Short Term **and** Student Employees (Salaried) Benefit Programs dated 1987 April.

## **ARTICLE 2 - LABOUR ALLIANCE MEMBERSHIP**

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

### **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 - PERSONNEL RELIABILITY AND SECURITY**

4.01 Maintenance of Enhanced Reliability Status or the appropriate security clearance for the position held, as described by the Corporate policy on Personnel Security (CMPM 10503 dated 1992 March) and the Security Policy of the Government of Canada, is a condition of employment for all employees in the bargaining unit.

4.02 An Enhanced Reliability Status or Security Clearance may be revoked or revised based on new information. Where this action results in the Company revoking an employee's reliability status or detrimentally changing a security designation, the employee and the President of the Labour Alliance 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 5 - RESERVATION OF MANAGEMENT RIGHTS**

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

(a) Maintain order and efficiency, and to this end to make and alter from time to time reasonable rules and regulations to be observed by the employees, The Company agrees, however, to discuss changes in rules and regulations which apply to members of the Bargaining Units with the Alliance.

(b) Hire, retire, discharge, transfer, promote, demote, suspend, lay off, or discipline employees, provided that a claim of discriminatory promotion, demotion, transfer or compulsory retirement before the official retirement age, or a claim that an employee has been discharged or disciplined without just cause, including the extent of the penalty, may be the subject of a grievance, and dealt with in the grievance and arbitration procedures. In the interests of mutual understanding and the efficient administration of this function the Company agrees that in case of demotion, suspension, layoff or discharge, it will notify an Executive Officer of the Alliance, normally the President, and an Executive Officer of the Union concerned of the action taken and the reason for it.

(c) Generally manage the enterprise in which the Company is engaged, and without restricting the generality of the foregoing to determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of material and parts to be incorporated in the products produced.

## **ARTICLE 6 - COMPANY RULES**

6.01 The Company will forward to the President of the Alliance sufficient copies for each member local of all General Notices, Standard Policies and Procedures and amendments thereto affecting members of the Bargaining Unit, immediately as they are issued.

6.02 New and revised Standard Policies and Procedures that affect working conditions will be discussed with the Alliance in advance of publication where this is practicable and, when issued, will be posted on bulletin boards by the Company for ten (10) working days.



6.03 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 Alliance.

## **ARTICLE 7 - UNION ACTIVITY**

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

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

There **will** be no discrimination, interference, restraint, intimidation or coercion exercised or practiced by any representative of the Company or Unions with respect to any employee because of the employee's participation or non-participation in Union activities, or discrimination against any employee on any of the proscribed grounds of discrimination under Canadian Human Rights Legislation.

### **7.03 Permission, and Compensation, for Duties Performed As Union Representatives**

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

(b) In accordance with the above understanding, the Company will compensate Alliance and Union Officers and

Stewards for the time spent in handling grievances of employees, to a reasonable amount of time in any week, at the employee's regular rate of pay but this will not apply to time spent on such matters outside of the employee's regular working hours.

In any grievance, representation is limited to two (2) representatives from the Alliance, the President or designate from the Union involved and the Steward.

#### **7.04 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.

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

(a) Leave of absence without pay to a reasonable extent each year shall be allowed for the Executive Officers of the Alliance and for a reasonable number of members of each of the signatory Unions at any one time, for the purpose of participation in training courses or attending to local Union business distant from the Plant, subject in each case to Plant conditions permitting. Requests for such leave must be made in writing by an officer of the Union to Employee Relations and should be submitted, where possible, at least two (2) weeks in advance.

(b) Leave of absence without pay, for a period of up to approximately one (1) year will be granted to employees elected or appointed to a full time Union office, provided that no more than one (1) is on such leave at any one (1) time. Requests for one (1) year extensions during a (first) term of office will be considered, but leave without pay will in no case be granted to an employee for more than four (4) consecutive years.

#### **7.06 Bulletin Boards**

The Company agrees to provide bulletin boards for the use of member Unions, but no notice shall be placed on these boards by a Union without the permission of the Branch Manager of the area in which the board is located.

#### **7.07 Protection of the Plant**

If at any time during or after the termination of this Agreement the employees represented by any one (1) of the several Unions should engage in a stoppage of work the Union concerned, the Alliance Executive and the Company will meet in advance to discuss how to ensure that Company property and long-term mutual interests are protected.

#### **7.08 Crossing Picket Lines**

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

### **ARTICLE 8 - NO STRIKES OR LOCKOUTS**

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

### **ARTICLE 9 - MANAGEMENT-LABOUR ALLIANCE COOPERATIVE COMMITTEE**

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

**9.02** In accordance with this declaration, the existing Cooperative Committee is reaffirmed. Alliance representation shall consist of one (1) member from each of the Unions and two (2) representatives from the Alliance. The Company shall have members at its discretion. A meeting will normally be held each month and the subjects for discussion shall be provided in writing to the Secretary of the Committee at least one (1) week in advance of each meeting. Discussions will normally be limited to agenda items. Minutes of all meetings will **be** kept.

The Cooperative Committee shall give consideration to matters of mutual interest to the Company and the Alliance 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.

### **9.03 Health & Safety Committee**

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

## **ARTICLE 10 - PROGRESSION TRAINING AND QUALIFICATION**

The Company and the Alliance acknowledge that they have a mutual interest in the promotion of progression training and to this end, agree to maintain a joint committee with equal representation of at least one (1) member for the Company and one (1) member for the Alliance, named by the Company and Alliance respectively, to monitor the training processes and results and to participate in discussions concerning progression of employees.

## ARTICLE 11 • GRIEVANCES

### 11.01 Definition of Employee Grievance

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

(a) Affects such employees in their work, pay or relations with the Company and arises under and by virtue of the application or interpretation of the provisions of this Agreement and Supplementary Letter **as** to wages, hours, working conditions, or the terms of the employee's employment, or

(b) Arises from alleged abuse of discretion by Company supervisors in their treatment of employees with respect to matters provided for in this Agreement, or

(c) Alleges that the Company has discriminated in respect of promotion, demotion, transfer, or compulsory retirement before the official retirement age or has discharged or disciplined an employee without reasonable or sufficient cause except when the discharge is for reasons of national security or when the employee concerned is not on a seniority list. In the interests of mutual understanding and efficient administration the Company agrees that in cases of demotion, suspension, layoff or discharge, it will notify an Executive Officer of the Alliance, normally the President, and an Executive Officer of the Union concerned of the action taken and the reason for it.

### 11.02 General Grievance Regulations

(a) The word "days" as used in this Article shall mean working days, except as otherwise provided.

(b) The Company may request a more specific statement of a grievance or of subsequent replies if the statement or reply does not clearly and

sufficiently state the problem or the reasons. The Alliance and Unions agree that the discussion on each grievance shall be limited to the subject specified in the written grievance as filed or as amended pursuant to the Company's request.

(c) Grievance forms shall be provided and triplicate copies shall be made of each grievance. After final disposition of a grievance is effected, the Company, the Alliance and the Union each shall have a copy.

(d) Employee grievances alleging improper application of Article 13.01(b) or (c) in a competition shall be submitted at Step 2 to the Manager of the Branch that conducted the competition, and thereafter dealt with under the Normal Employee Grievance Procedure.

(e) Any grievance not filed in writing with the foreperson or supervisor within ten (10) days after the occurrence which is the basis of the grievance shall be deemed to have been waived and shall not be considered. (Grievances relating to discharge or disciplinary suspension must be filed within five (5) days - see Article 11.04(b)),

(f)(i) Failure to take any successive steps herein provided for, within the specified number of days from the day the written decision on the grievance is presented to the representative, shall be deemed as acceptance of such decision as final.

(ii) Withdrawal of a grievance or failure to meet specified time limits will not bar or prejudice a subsequent grievance on a similar question.

(iii) If the Company representative fails to reply to a grievance within the specified time limit, at any step, the grievance may proceed to the next step.

(g) Wage or classification adjustments granted as a result of a presentation of a grievance shall not be made retroactive beyond the date on which the grievance was filed in writing at Step 2.

(h) The Company and the Alliance agree that no meeting shall last more than two (2) hours.

(i) Any **or** all of the time limits applicable to grievance procedures may be extended by mutual agreement of the Union, or the Alliance, and the Company.

#### 11.03 Normal Employee Grievance Procedure

The normal employee Grievance Procedure shall be as follows:

##### Step 1 Discussion of Complaint;

In all cases a complaint must be discussed orally with the foreperson or supervisor against whom the complaint is made by the aggrieved employee either alone or, at the request of the employee, in the presence of a Union representative. If the employee does not request the presence of a Union representative at this time, the representative shall have the opportunity of discussing the matter with the foreperson or supervisor involved and the employee before proceeding to Step 2. In the event the complaint is not settled in this manner, it then becomes a grievance.

##### Step 2 Written Submission to Foreperson or Supervisor;

(a) The grievance shall be reduced to writing on a standard grievance form in triplicate setting out the date of the events giving rise to the grievance, the names of any persons involved, other relevant facts and the remedial action requested. The grievance shall be signed by the employee and a Union representative and then presented to the foreperson or supervisor by the Union representative.

(b) Within two (2) days of receipt of a grievance a meeting shall be held with the Branch Manager or designate, a representative from Employee Relations, the aggrieved employee and the employee's union representative in attendance. The Branch Manager or designate shall write the decision on, sign and return the forms to the Union representative within two (2) further days.

(c) Within two (2) days after the Union representative has received an answer from the Branch Manager or designate, the grievance form shall be returned to the Branch Manager by the Union representative, appropriately marked as satisfactory or unsatisfactory.

### **Step 3 Company - Labour Alliance;**

(a) Should the reply in the second step be unsatisfactory to the Union, it will then refer the matter to the Alliance Executive which shall decide whether to process the grievance further. If the Alliance Executive decides to process further, then the local Union shall, within fifteen (15) days of the date of the second step answer, submit a request, countersigned by a member of the Alliance Executive, for a Company-Alliance meeting within twenty (20) days of the request.

(b) The Alliance may be represented by two (2) members of the Alliance executive, the aggrieved employee and the employee's local Union representative. A National or International representative of the Union concerned may attend.

(c) A written decision, addressed to the Alliance President, shall be made within ten (10) days of the meeting. If a local Union initiated the grievance, a copy shall also be forwarded to the Union President.

(d) If no response is made by the Alliance to this decision within twenty (20) days, the grievance shall be considered settled.



11.04 Discharge and Disciplinary Suspension  
Grievance Regulations

(a) In any case of discharge (except for reasons of national security) or disciplinary suspension, the employee shall be advised of the reason. In addition, an Executive Officer of the Union concerned and an Executive Officer of the Alliance (normally the President) shall be advised of the action taken and the reason for it, not later than the time the employee is informed of the action being taken.

(b) Cases of claimed wrongful discharge or disciplinary suspension shall be final and not entitled to consideration or made the basis of a grievance unless filed within five (5) days after the employee and the employee's Union representative have received notification (or all reasonable steps have been taken to notify the employee) of the discharge or disciplinary action.

(c) It is understood that a layoff due to lack of work, or suspension of operations, in any part of the Chalk River Laboratories does not constitute a discharge or disciplinary suspension.

(d) The sole question to be determined by the following procedures shall be whether or not the employee was discharged or suspended for 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 wage rate, less any earnings received by the employee from other sources during the period of discharge or suspension. The grievance may also be settled by deciding that the discharge or suspension given was for proper or sufficient cause. It is also understood that such a grievance may be settled by deciding that the penalty given to the employee was excessive, and that the employee should be reinstated with partial compensation for time lost.

## 11.05 Discharge Grievance Procedure

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

(a) The alleged grievance shall be reduced to writing, signed by the employee, and submitted to Employee Relations, or other designated Company representative.

(b) A hearing shall be called by the Company. A National or International representative of the Union, an Executive Officer of the Alliance, local Union representatives as necessary, and the aggrieved employee may attend. If the employee, due to conditions beyond the employee's control and through no fault of the employee's own, is unable to present the grievance in person, the employee's Union representative may act for the employee.

(c) The Company representative will submit a written decision to the Union representative within two (2) days after the matter is presented to the Company representative.

(d) Should the decision be unsatisfactory to the Union, it will then refer the matter to the Alliance. A written Alliance reply shall be submitted to Employee Relations within five (5) days stating whether the decision is satisfactory or unsatisfactory.

## 11.06 Disciplinary Suspension Grievance Procedure

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

(a) The alleged grievance shall first be discussed by the employee with the employee's foreperson or supervisor. If the matter is not settled the alleged grievance shall be reduced to writing, signed by the employee, and submitted to the employee's Branch Manager.

(b) The normal employee grievance procedure will thereafter apply, starting at Step 2. If the employee due to conditions beyond the employee's control and through no fault of the employee's own, is unable to present the grievance in person, the employee's Union representative may act for the employee.

#### **11.07 Company Grievance Procedure**

(a) It is understood that the Company may request a meeting with the Alliance Officers for the purpose of presenting any complaint with respect to the conduct of the Alliance or of a member Union or may present such a complaint at any meeting held with the Alliance.

(b) If such a complaint by the Company is not settled it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

#### **11.08 Union or Alliance Grievance Procedure**

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

(a) Cannot be dealt with under Article 11.03 or 11.04 because of the inability or refusal of an employee to submit a grievance, or

(b) Concerns employees working under different forepersons or supervisors, may be submitted in writing by the Union or Alliance at the second step and dealt with as a normal grievance. It is understood that if the forepersons or supervisors concerned are in different Branches but within the same Division, the grievance at Step 2 will be handled by the Division Manager: if they are in different Divisions the grievance will be handled by the Manager, Employee Relations.

## ARTICLE 12 - ARBITRATION

12.01 Within thirty (30) days after a final decision or disagreement has been announced on any grievance properly processed under the grievance procedure and involving the application or interpretation of any provision of this Agreement, and one of the parties hereto is not satisfied with the same, a request for arbitration may be made of the other party. Notice requesting arbitration in a case against the Company shall be served by mailing a copy to Employee Relations, and in a case against the Alliance, by mailing a copy to the President of the Alliance.

12.02 Wages (except as provided for in Article 21.02(c)), negotiations, modification of the Agreement, and questions not involving the application or interpretation of the Agreement shall not be arbitrable.

12.03 The matter to be arbitrated is the issue raised in the grievance.

12.04 The Company and the Union, within fifteen (15) days, will submit the matter in dispute to a single arbitrator acceptable to both parties.

12.05 Upon failure to agree on the selection of the arbitrator, the matter shall be referred to the Minister of Labour of the Government of Canada, with the request that the Minister appoint the arbitrator.

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

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

12.08 The arbitrator shall have no power to add to nor to subtract from nor to modify the terms of this Agreement or any Agreement made supplementary hereto, and shall render a decision not inconsistent with the terms of this Agreement. In cases of discharge or disciplinary suspension, the arbitrator shall have the same discretion to make an award as is provided in Article 11.04(d).

**ARTICLE 13 - SENIORITY, PROMOTION, LAYOFF, RECALL  
AND TRANSFER**

**13.01 Governing Principles**

(a) Layoffs will be in the reverse order of seniority in the classification concerned provided that senior employees are qualified and can perform, after a reasonable period of familiarization, the remaining work.

(b) The skill and experience of an employee and the employee's capacity to perform the required task shall be the determining factors in all cases of appointment, promotion, transfer and the advancement of an employee to a higher classification covered by this Agreement, but when these are approximately equal, seniority within the classification will be the deciding factor.

(c) Competitions for positions, including temporary positions, will be posted for a minimum of six (6) days. First consideration will be given to internal applicants in this bargaining unit and employees covered under a reciprocal agreement. The President of the appropriate member local will be supplied with a list of candidates for each position, including indication of the successful candidate.

In order to meet target group representation as specified by the Federal Employment Equity Act, after consultation with, and agreement of the Alliance and Union involved! a competition may be limited to target group applicants.

(d) Employees who are not successful in an internal competition will be given a post-selection interview on request. 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.

(e) In the interest of improved productivity and greater return on training costs for people new in positions it is preferable that employees remain in positions acquired through internal or external competition for a period of twelve (12) months before applying for other internal competitions. This provision shall not restrict normal career advancement. Requests for exemption will be discussed with the parties and shall not be unreasonably denied.

13.02

### **Seniority**

(a) Effective Date

**(i)** An employee shall be on probationary service until the employee has worked one hundred and twenty (120) days following the employee's appointment to a continuing position. On completion of this period the employee shall be placed on a seniority list and shall then be credited with service since date of hire, in this Bargaining Unit. Such list will be supplied to the Alliance and Unions once each year in the month of June.

There will be no change in an employee's classification during the employee's probationary period without prior discussion with the Labour Alliance and the Union(s) involved. On any subsequent transfer to a different classification within the Bargaining Unit, the employee will undergo a thirty (30) day familiarization period,

during which time the employee may elect to return to the employee's former position, or the employer may reassign the employee to such former position.

(ii) Part-time employees will be placed on a separate part-time seniority list after completion of one hundred and twenty (120) days of probationary service. Employees will be credited with seniority for actual hours worked.

(b) Seniority Lists

(i) A seniority list shall be maintained by the Company for each classification or family of classifications. The seniority of an employee shall include the employee's full period of service in the employee's current classification and, if this is in a family of classifications, similar service within the family (see Article 13.02(c) below), at the Chalk River Laboratories. Such service must be unbroken by termination except as provided for in Articles 13.03(e) and 13.04.

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

(iii) Should two (2) or more employees have the same seniority date, seniority standing will be established by the following criteria which will be considered in the listed order until seniority is established.

(1) An employee with the greater length of continuous A&ECL employment will be deemed senior.

(2) An employee with the greater length of noncontinuous A&ECL employment will be deemed senior.

- (3) Seniority will be determined by the process of chance through the drawing of names. The respective union representative involved will be present at such drawing of names.

**(c) Families of Classifications**

Families of classifications, as designated in the Table of Families, Page 58, have been established where there is a recognized line of progression between classifications.

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

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

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

13.03 Layoff

(a) In the event employees are to be laid off, the Company will provide notice equal to one (1) week in addition to the minimum specified in the Canada Labour Code, Part III to the President of the Labour Alliance,



the President of the Local Union or Unions concerned, and the employees who are to be laid off.

(b) No employee on a seniority list will be laid off while a probationary employee is retained in the classification.

(c) Families of Classifications

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

(d) **An** employee who is designated for layoff, but who retains seniority in a former classification or family in accordance with Article 13.02(e), will have the alternative of being laid off or displacing an employee with less seniority in that former classification or in descending order, a lower wage rated classification in the family provided the employee is qualified to perform the required work.

(e)(i) When an employee who has bumping rights decides to exercise that right, the employee will be obligated to do so in writing within seven (7) working days of receiving layoff notice. In cases where an employee who has received layoff notice requests pension estimate information, this information will be made available within the seven (7) day period.

(ii) In the case of a layoff in the employee's basic classification, a Lead Hand with less than one (1) year's service as a Lead Hand shall be considered to be in the employee's basic classification.

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

(f) For the purpose of this Article, the provisions of 13.04(a) and (c) will apply to an employee who is offered and elects reclassification to alternate work in lieu of layoff, and while on a recall list the employee will retain the employee's seniority standing.

#### 13.04 Recall

(a) When a continuing employee on a seniority list is laid off due to lack of work or suspension of operations and does not otherwise voluntarily resign, the employee shall be retained on a recall list for a period equal to the employee's seniority, but not exceeding two (2) years.

When an employee on a recall list accepts a term assignment the employee's remaining recall period is put on hold for the duration of the term assignment.

Depletion of the employee's remaining recall period will resume upon completion of the term assignment.

(b) While on a recall list the employee will retain the employee's seniority standing but will not be considered as an employee for the purpose of this Agreement.

(c) A recall list shall be maintained for each classification in which a layoff due to lack of work has occurred in the preceding two (2) years and recalls will be made from the list in order of seniority to any continuing job within that classification or to a lower wage rated classification in the family provided the employee is qualified to perform the work.

(d) Notification of recall will be by registered letter to the last known address of the employee concerned. If the employee does not report for work within ten (10) working days after recall, without reasonable excuse, the employee shall be terminated. It is the responsibility of those on recall lists to keep Human Resources informed of their current addresses.

(e) Individuals with recall rights will have first opportunity, in order of seniority, for casual and/or term work in their classification or in a lower wage rated classification in **the** family, provided that they are qualified to perform the work.

**An** employee who is recalled to a continuing position will be credited with seniority for any time worked as a term employee within the recall period.

An individual who refuses term work will be removed from the recall list.

### **13.05 Transfers**

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

## **ARTICLE 14 - EMPLOYEE BENEFITS PLANS**

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

The Company will provide the group Extended Health Care Plan under policy **2084J** provided by Liberty Health including semi-private Hospital coverage and will pay sixty per cent (60%) of the premium necessary to support this plan.

#### 14.02 Dental Insurance Plan

The Company agrees to provide the AECI Corporate Dental Plan to all employees and will pay one hundred per cent (100%) of the premium cost of this plan.

#### 14.03 Disability Income Protection Programs

##### (a) General

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

In situations where abuse is suspected, supervisors may also require employees to provide medical certification for shorter 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.

Employees may elect to use sick leave in minimum increments of one-half hour for medical/dental appointments. In situations where abuse is suspected, supervisors may also require that such appointments be certified.

##### (b) Rehabilitative Employment

Rehabilitative employment is considered a viable method of returning employees to the workforce following illness or injury, subject to appropriate medical approval. To this end, it may be necessary from time to time to temporarily assign employees to duties within classifications normally represented by this Bargaining Unit, to other classifications or to

assign modified duties within a classification on a temporary basis for rehabilitative purposes. Such assignments are not expected to exceed six (6) months, and will not result in a change in the employee's basic classification.

Where an employee is no longer able, for medical reasons, to perform the duties of the classification, the Company will discuss the situation with an Officer of the Alliance and the Union President, to explore possible ways of minimizing adverse effects on the employee. In particular the Company will endeavour to find alternative employment within the Bargaining Unit which the employee is qualified to, or could with limited retraining, perform.

(c) Short Term Sick **Leave**

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

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

Employees who are absent on long term disability benefits referred to in Article **14.03(e)** on April 1 will not be credited with the six (6) days until the April 1 following their recovery and return to work: the credit will be six (6) days if the employee returns to work on or before October 1, three (3) days if after. Any short term sick leave unused at the end of the leave period may be carried over to the next leave period.

(d) Intermediate Term Sickness/Disability

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

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

(e) Long Term Disability

The Long Term Disability Plan will apply to all employees of Communications, Energy and Paperworkers Union of Canada, Local 896 hired on or after 1979 August 01, and to all employees of Local F-4, International Association of Fire Fighters of the C.L.C. hired on or after 1980 September 02, and those on strength prior to those dates who were eligible for and who elected for coverage. Upon expiration of coverage under Articles 14.03(c) (Short Term Sick Leave) and 14.03(d) (Intermediate Term Sickness/Disability), covered employees are eligible to receive long term disability benefits in accordance with Mutual Life Policy G960. The Company will pay fifty per cent (50%) of the premium cost of this Plan.

14.04 **Group Life Insurance**

Life insurance will be provided as follows:

(i) The cost of the first annual earnings coverage is paid by the Company and participation in the plan is compulsory. If the basic annual salary is

not a multiple of \$250 the benefit is adjusted to the next higher multiple of \$250.

{ii) The cost of the second annual earnings coverage is shared by the Company and the employee and participation in the plan is compulsory. The shared cost is 1/6 paid by the Company and 5/6 paid by the employee. If the basic annual salary is not a multiple of \$250 the benefit is adjusted to the next higher multiple of \$250. Commencing at age sixty-one (61), the benefit declines at the rate of ten per cent (10%) per year continuing until age seventy (70) when there will be no benefit remaining except a \$500 paid-up death benefit. At age sixty-five (65) employees are eligible for a paid-up benefit of \$500 without further contributions.

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

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

#### **ARTICLE 16 - COMPANY HOLIDAYS**

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

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

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

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

(b)(i) For shift employees, the Company Holidays for New Year's Day, Canada Day, Christmas Day and Boxing Day will be considered to be on January 01, July 01, December 25 and December 26 respectively when they fall on a Saturday or Sunday. In those circumstances, shift employees required to work on the corresponding holiday for day workers specified in **16.01(a)** will receive normal pay for normal **hours**, including shift premium if applicable.

(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.



## 16.02 Compensation for Company Holidays

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

### (a) Day Employees

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

(ii) Day employees who are required to work on Company Holidays will receive normal pay for normal hours **as** in **(a)(i)** above in addition to overtime **pay**.

### (b) **Shift** Employees

(i) Shift employees who are on a scheduled day of rest on a Company Holiday are entitled to a holiday with pay at some other time which may be by way of addition to annual vacation or granted **as** a holiday with pay at **a** time convenient to the employees and the Company.

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

- do work will receive time and one-half both normal rate and shift premium if applicable for the hours worked, subject to **20.01(b)** and **20.03(a)(i)**, and are entitled to a paid holiday at some other time which may be by way of addition to annual vacation or granted **as** a holiday with pay at a time convenient to the employees and the Company.

- who are not required to work will receive normal pay for normal hours (excluding premiums).

{iii} Shift employees required to work overtime on a Company Holiday that is also a scheduled day of rest are entitled to the applicable overtime pay times both normal rate and shift premium if applicable plus one alternate paid holiday as in {b}{i} above.

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

### **17.01 General Regulations**

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

{a} The vacation year shall extend from April 01 to March 31 of the following year.

{b} Continuous and discontinuous service shall be as defined in RCW-2,37, "Vacation Leave-Salaried Employees" dated 1989 August.

{c} One (1) week shall consist of five (5) days for both day and shift employees.

{d} Scheduling of vacation is subject to operational requirements and therefore requires the approval of the employee's supervision.

{e} Normally vacation shall not be divided, except with the consent of the employee and the employee's foreperson or supervisor.

{f} It is not permissible to omit all or part of the vacation and draw vacation pay in lieu thereof.

(g) An employee may not draw vacation pay for a period of absence for which the employee is receiving short term or intermediate term sickness/disability benefits under Article 14.03.

(h) Employees who have not used all of their vacation leave credits by the end of a vacation year (March 31) will be allowed to carry over to the following vacation year such unused credits provided that the number of days carried forward does not exceed the number of days vacation earned during the vacation year **just** completed.

(i) Employees who have exhausted their short term and intermediate term sickness/disability benefits and have not returned to work will cease to accrue vacation leave credits.

(j) Each day of vacation taken by an employee will be paid at the employee's current salary for the employee's normal working hours for that day. No premium or bonuses will however apply.

Day employees who work a **full** morning (i.e. until 11:45 a.m.) followed by a one-half day leave in the afternoon will be considered to have worked three and three-quarter hours. Similarly, day employees must return to work by 12:35 p.m. following a one-half day leave in the morning and will be paid for four (**4**) hours. In no circumstances will employees be paid for more than eight (**8**) hours in a day.

(k) Pay for vacation taken but not earned will be recovered on termination of employment except where the termination is due to death, disability, or layoff. However with respect to layoff, once notice has been served, any days taken but not earned beyond that date would be recoverable. In the case of layoff of personnel hired to perform specific short term work assignments, pay for vacation taken but not earned will be recovered.

(1) One (1) day of the annual vacation leave granted may be used in minimum increments of one half hour.

(m) Employees covered by this collective agreement who commenced employment prior to 1963 October 01 and who subsequently elected for the option of furlough leave following 1992 negotiations will have five (5) weeks (twenty-five (25)) days credited to them in accordance with RCW-2.38, Furlough Leave - Salaried Employees dated 1987 April.

### 17.02 Vacation Leave

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

(i) New employees earn vacation leave at the rate of one and one-quarter days per month. After six (6) calendar months of service the employees are credited with vacation leave to the extent of the amount that the employees 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 A&CL service for vacation purposes and will earn vacation at the appropriate rate for the employees' total eligible A&CL service in accordance with SPP RCW-2.37, Vacation Leave - Salaried Employees dated 1989 August.

**VACATION TABLE**  
(Effective 1996 April 01)

Employee's Length of Service At Start of Vacation Year (April 01)	No. of Days Earned Vacation Available In the New Vacation Year
--	--

1/2 but less than 6 years	15 days
6 but less than 7 years	16 days
7 but less than 8 years	17 days
8 but less than 9 years	18 days
9 but less than 10 years	19 days
10 but less than 15 years	20 days
15 but less than 17 years	21 days
17 but less than 20 years	22 days
20 but less than 23 years	23 days
23 but less than 25 years	24 days
25 but less than 26 years	25 days
26 but less than 28 years	26 days
28 but less than 30 years	27 days
30 but less than 32 years	28 days
32 but less than 34 years	29 days
34 years or more	30 days

NOTE: (1) For the purpose of this Plan, an employee who begins work on the first working day of the month will be considered to have started in the previous month.

#### 17.03 Earned Vacation Credits

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

17.04 Vacation Entitlement at Time of Termination  
of Employment

An employee who is terminated, or is laid off indefinitely, will be compensated as per clause 23.01 for the following:

(a) Any earned vacation compensation in accordance with Article 17.02, which the employee has not received, and

(b) Compensation on a pro-rata basis for vacation earned during the vacation year in which the employee terminates.

**ARTICLE 18 - LEAVE OF ABSENCE**

18.01 Special Leave

(a) General

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

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

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

(b) Death in the Family

(i) In the case of death in the immediate family, employees are entitled to and will be granted

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

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

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

Where necessary, up to three (3) additional days of special leave may be granted to settle the estate within one (1) year of 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 grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, leave not exceeding one (1) day will be allowed to attend the funeral. Additional special leave, not exceeding one (1) day, may be granted due to the length of the trip involved to attend the funeral.

(c) Marriage

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

(d) Birth or Adoption of Child

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

18.02 Personal Business Day

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

18.03 Court Leave

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

18.04 Veteran's Examination

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



## **18.05 Medical Examinations**

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

## **18.06 Maternity, Child Care & Adoption Leave**

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

## **ARTICLE 19 - HOURS OF WORK**

### **19.01 Work Week**

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

### **19.02 Rest Periods**

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

### 19.03 Alternative **Work** Schedules

Notwithstanding any reference to commencement/departure times in Articles 19.04 and 19.05, the parties recognize the need for flexibility with regards to commencement/departure times when it can be demonstrated that increased operational efficiency and cost effectiveness would occur. It is understood that the nature of the work may prohibit the participation of some employees in alternate work schedules to ensure that safety or the overall efficiency of the site is not adversely affected. To that end, the following alternate work schedules may be used:

(a) Changes in commencement/departure times scheduled by supervision, will not exceed two (2) hours, will be discussed by the parties a week in advance and will be in effect for a week or more, unless otherwise agreed.

(b) Employees may request to reschedule the standard day as defined in Article 19.04(b) by up to two (2) hours subject to approval by supervision. Such requests will not be unreasonably withheld.

### 19.04 Time Banking

In addition to the hours per day regularly worked, employees may elect to work extra hours to accumulate up to a total maximum of forty (40) hours to be taken off at a later time. The accumulation of such extra hours must be on productive work with the prior approval of supervision, worked in minimum thirty (30) 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.

19.05 Day Employees

(a) The regular work week for day employees shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour days, Monday to Friday inclusive.

(b) The regular work day will be from 8:05 a.m. to **4:35** p.m. with the exception of a lunch period of one-half hour, normally from 11:45 a.m. to 12:15 p.m.

19.06 Shift Employees

(a) The average work week for shift employees will be forty (40) hours, consisting of five (5) eight (8) hour shifts as assigned:

(i) The # 1 (night) shift shall commence at **12:05** a.m. and **end** at 8:05 a.m.

(ii) The # 2 (day) shift shall commence at 8:05 a.m. and end at 4:05 p.m.

(iii) The # 3 (evening) shift shall commence at 4:05 p.m. and end at 12:05 a.m.

(b) A paid lunch period of one-half hour shall be provided on all shifts.

(c) Wherever practical, schedules will be arranged **so as** to give twenty (20) shifts in each four (4) week period.

(d) Where operations permit, a twelve (12) hour continuous shift schedule will be implemented subject to the terms and conditions of the twelve (12) hour shift agreement as outlined in Appendix **A**.

(e) The Company will endeavour not to change an employee's normal shift schedule (i) without adequate notice, and (ii) except in extenuating circumstances.

## ARTICLE 20 - OVERTIME

### 20.01 General

(a) Overtime work computed on a daily basis shall be paid at the rate of time and one-half subject to (b) immediately following.

(b) Overtime work in excess of ten (10) hours beyond the employee's basic scheduled work week shall be paid at the rate of double time. (Meal periods, scheduled hours worked at time and one-half on Company Holidays, and hours worked at time **and** one-half as short change premium do not constitute overtime work.)

(c) For the purpose of this Article, the expression "normal hourly rate of pay" is defined to be 1/2080 of the employee's current annual salary based on a forty (40) hour week.

(d) An employee who is required to work beyond the employee's normal daily hours or normal shift will not be paid for periods of overtime work of less than one (1) hour. However, should the overtime work period extend beyond one (1) hour, it will be computed to the nearest thirty (30) minutes and paid for at the applicable overtime rate.

### 20.02 Day Employees

The following provisions are subject to 20.01(b) above:

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

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

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

**(b) Work on Company Holiday<sup>8</sup>**

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

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

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

**20.03 Shift Employees**

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

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

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

**(ii) Holdover**

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

**(iii) Work on Company Holidays**

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

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

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

**20.04 Ore-arranged Overtime**

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

(b) When the Company cancels pre-arranged overtime on short notice, the employee will be paid one (1) hour at the base rate. This payment will not be made when the overtime is cancelled before the employee comes to work or if the overtime is both arranged and cancelled during the same work period.

**20.05 Callouts**

An employee who has completed a regular work period and gone home, if called in for extra service before the employee's next regular work period, shall receive a minimum of 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. Overtime premium paid as the result of the work extending into the employee's regular work period will be paid at the applicable overtime rate only; i.e. **If** employee works two (2) hours into their regular work period the payment is the applicable overtime rate but not overtime plus regular time. Provided, however, that if an employee is entitled to be paid double time for some or all of the work performed prior to the employee's regular work period then the employee shall be so paid for such work but the balance of the four (4) hour period will be paid at time and one-half. No travel time will be paid.

#### 20.06 Meals

(a) **An** employee will be entitled to take **a** thirty (30) minute meal period, which if taken, will be paid at the applicable overtime rate when the employee has been scheduled to work more than ninety (90) minutes and that extends into a normal meal period. **An** employee who qualifies **for** a meal will have \$10.00 added to the employee's time sheet.

(b) Employees working overtime shall have \$10.00 added to the employee's time sheet and paid for a one-half hour meal period at intervals of five (5) hours beyond the end of the last previously assigned overtime meal period.

(c) However, if an employee is unable to have **a** meal due to the urgency or location of the work, the employee shall receive an additional one-half hour at the employee's base rate of pay, plus the \$10.00 meal allowance.

(d) Employees working off-site will be eligible for an off-site overtime meal allowance of \$10.00 in lieu of a meal.

## 20.07 Distribution of Overtime

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

(a) Subject to the above it is agreed that overtime should be distributed **as** equitably as practicable amongst qualified employees in the Branch concerned. It is further agreed that a monthly record of overtime worked will be made available, on request, to the Union representative responsible for the particular classification(s) concerned.

(b) Notwithstanding the above, a temporary employee, will be assigned overtime only if other employees are not available to perform the required work.

## 20.08 Travelling to and from Outside Assignments

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

(a) On a day that is not the employee's day of rest the employee shall in addition to the employee's normal wages be compensated at the employee's regular rate for any travel time outside the employee's normal hours to a maximum of six (6) hours.

(b) On the employee's day(s) of rest the employee shall be compensated at the applicable overtime rate for time worked and at the standard overtime rate for travel time to a combined maximum of eight (8) 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.



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

#### 20.09 Conventions

(a) When an employee is sent to a meeting, convention, conference, exhibition or training course to learn about new developments or equipment, or deliver a paper, the employee will receive **full** normal salary, but will be ineligible for overtime pay. Such cases will be discussed in advance with the Union.

(b) When an employee is sent by the Company to such convention, conference or exhibition **to** perform duties such as assembling, operating or acting **as** an attendant to a Company exhibit, overtime will be paid in accordance with the foregoing provisions of this Article.

### ARTICLE 21 - SALARIES

#### 21.01 (a) Salaries

The following salaries will be effective 1996 April 01 and 1997 April 01 for employees in the bargaining unit on **date** of ratification:

S A L A R I E S

1996 April 01

1997 April 01

Group Classification	Salary	Lump Sum	Salary
-- Firefighter	\$34,500	see note below	
Leadhand	\$36,400		
C Contamination Monitor	\$33,480	\$1,005	\$34,150
Drill Rig Operator Leadhand	\$35,335	\$1,060	\$36,040
D Stores Attendant	\$33,080	\$ 990	\$33,740
Leadhand	\$34,895	\$1,045	\$35,595
E Metal Finishing Operator	\$31,705	\$ 950	\$32,340
Metal Finishing Operator #2	\$32,330	\$ 970	\$32,980
F Decontamination Operator	\$30,390	\$ 910	\$31,000
Industrial Diamond Drill Operator			
G Utility Worker	\$29,115	\$ 875	\$29,695
Utility Worker F-rate	\$30,390	\$ 910	\$31,000
Leadhand	\$30,745	\$ 920	\$31,360
Leadhand F-rate	\$32,040	\$ 960	\$32,680
Field Services Assistant	\$30,995	\$ 915	see note below

(b) **Salary Ranges**

The following salary ranges will become effective on date of ratification and each classification will be placed in the appropriate range as specified in Job Titles and Ranges.

		<b>LH</b>
LA-1	\$25,000 - 26,500 - 28,000 - 29,500	\$31,100
LA-2	\$28,500 - 30,000 - 31,500 - 33,000	\$34,800
LA-3	\$32,000 - 33,600 - 35,200 - 36,700	\$38,700

- NOTES: (i) This annual salary will be paid over 26.088 bi-weekly pay periods.
- (ii) Hourly rates for overtime calculations and casual part-time wages are determined by dividing the annual salary by 2087.04.
- (iii) Employees who are scheduled to work on a continuous rotating shift schedule for a minimum of six (6) months will have their basic salary increased by \$2300 effective 1996 April 01 for the duration of their shift assignment. Such employees will not be eligible to receive shift and weekend premiums as defined in Articles 21.05 and 21.06.

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**JOB TITLES AND RANGES**

<b>Range</b>	<b>Job Title</b>
LA-1	Metal Finishing Operator Decontamination Operator Industrial Diamond Drill Operator Utility Worker Field Service Assistant Trainee Stores Attendant Trainee
LA-2	Contamination Monitor Drill Rig Operator Stores Attendant Field Services Assistant Firefighter Trainee
LA-3	Firefighter

(c) **Conversion**

In conversion to the salary ranges, salaries of employees hired, reclassified or recalled after date of ratification will be placed within the appropriate salary range. On April 01, 1997, salaries of Firefighters (and Leadhands) and Field Service Assistant will be placed at the next highest step within their salary range.

**21.02 (a) Step Progression**

Effective October 01, 1997, employees who have completed their probationary period and employees who have completed their formal training program prior to July 01 shall have their salary advanced by one step within their range provided the employee's job requirements are performed satisfactorily.

(b) **Training Progression**

Stores Attendants, Field Service Assistant and Firefighters must complete training programs before being classified within their range. In this regard, trainees will be classified at the bottom step in the appropriate range as per Appendix A and will progress one step upon completion of each stage of their training program. Normally, a minimum of six (6) months is required at each training stage. Upon successful completion of their training program, they will be promoted as per Article 21.03.

**21.03 Change of Classification**

When an employee assumes a job in a higher salary range, their salary will be placed at the closest step in the new range that provides a salary increase to the employee.

When an employee assumes a job in a lower salary range, their salary will be placed at the closest step in the new range that results in a salary decrease to the employee.

#### 21.04 New Classifications

(a) The parties agree that it may be necessary from time to time, during the life of this Agreement, to introduce new classifications or substantial changes in the duties of any existing classifications.

(b) Under such conditions the Company will group the new or changed classification by the application of the principles and criteria that form the basis of the grouping of existing classifications, will inform the Alliance of its proposals and will consider any alternative suggestions the Alliance may make. The Company will also consider any similar proposals initiated by the Alliance.

(c) In the event that the Alliance or Union concerned does not accept the Company's decision regarding the grouping of a new or substantially changed classification, the matter shall be a subject for the grievance procedure and arbitration as detailed in Articles 11 and 12.

(d) For the purpose of this Article the Board of Arbitration shall have the power to decide the matters hereinafter enumerated:

(i) Whether or not there has been substantial change, and if so,

(ii) In which wage group a substantially changed classification shall be slotted on the basis of the relationship it bears to other classifications in the grouping structure.

(iii) Whether or not a new classification has been correctly slotted, and if not,

(iv) The wage group in which it should be slotted on the basis of the relationship it bears to other classifications in the grouping structure.

#### **21.05 Evening and Night Shift Differentials**

An additional \$0.49 per hour shall be paid to shift employees for each hour worked during the #3 (evening) shift, and \$0.59 per hour for the #1 (night) shift.

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

(a) **An** additional \$0.61 per hour shall be paid to shift employees for each scheduled hour worked on Saturdays, as well as evening or night shift differentials, where applicable. **An** additional \$1.48 per hour shall be paid to shift employees for each scheduled hour worked on Sundays, **as well as** evening or night shift differentials, where applicable.

(b) **A** shift employee who works a Saturday or Sunday shift following a short change shall be paid the appropriate premium and one and one-half times both the employee's normal rate and the shift differential (if any).

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

#### **21.07 Off- site Assignment**

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

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

#### 21.08 Lead Hand Rates

Lead Hand rates are as indicated in the Salary Table, Page 47. A Lead Hand shall be paid the Lead Hand rate for the employee's classification, or the Lead Hand rate for the highest rated classification supervised if more than twenty-five per cent (25%) of the personnel in the employee's crew are in this higher-rated classification.

#### 21.09 Payment of Wages

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

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

#### 21.10 Acting Pay

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



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

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

## **ARTICLE 22 - SHIFT WORK**

### **22.01 Limitation8 on *Scheduling* of Shift8**

1a) No double shifts shall be scheduled.

(b) Split shifts will be avoided insofar as possible but when such are necessary the shift schedule will be determined jointly by the Company and the member Union concerned.

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

### **22.02 Holdover**

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

### **22.03 Short Change Premium**

(a) Application

(i) An employee who is required by the Company to work a full shift or day work period commencing

less than thirteen (13) hours after the employee has completed the employee's last previous scheduled shift or work period shall be paid at the rate of time and one-half for hours worked in the second shift or work period.

(b) Limitation of Application

(i) This provision applies only in the case of employees who are working on a shift basis or are changing to or from shift work.

(ii) Where an employee assigned to day work is required to work all or part of a #1 shift on a regular work day, this will be treated as overtime and the short change premium will not apply.

**ARTICLE 23 - TERMINATION COMPENSATION**

23.01 General

(a) Terminating employees will be compensated for all earned but unused vacation, personal business days, floating holidays and furlough leave within the two (2) weeks after the last day of employment. All leave used in excess of that earned will be recovered, unless the termination is due to death, disability or layoff. However, days used after notification of layoff, in excess of earned entitlements, will be recovered.

(b) For the purpose of this Article, one (1) week's pay is defined as the employee's annual base salary divided by 52.176.

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

### 23.02 Death

Following the death of an employee, the widow(er) or estate will be paid a death benefit equal to 1/2 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 fifteen (15) weeks' pay.

### 23.03 Layoff

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

(a) laid off for the first time, will be paid an amount equal to two (2) weeks' pay for the first and one (1) 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 thirty (30) weeks' pay.

(b) laid off for a second or subsequent time, will **be paid** an amount equal to one (1) 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 thirty (30) weeks' pay.

### 23.04 Voluntary Resignation Before Retirement

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

## 23.05 Retirement

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

## ARTICLE 24 - UNION SECURITY

### 24.01 Deductions from Wages

(a){i)The Company will deduct a sum equal to the regular monthly dues of the appropriate Union from the first pay of each month of all employees. However, if sufficient unencumbered earnings are not payable to the employee, the appropriate sum will be deducted from the first pay of the month in which there are sufficient unencumbered earnings.

{ii)The Union agrees to indemnify and save the employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the employer.

(b) The Company will remit the sum deducted, together with a list of the employees from whom deductions have been made, to each of the several Unions within fifteen (15) days of the pay date and in any event no later than the 25th of the month.

(c) The Alliance and Unions will be responsible for informing the Company of the appropriate sum for each classification subject to the deduction, and the Union to which the deduction shall be remitted. In that regard, dues of employees appointed on a temporary basis through internal competition to classifications

in another Bargaining Unit will be remitted in accordance with the agreement document dealing with that matter signed by the Company, the Atomic Energy Labour Alliance (CRL), and the Atomic Energy Allied Council.

#### **24.02 Information for New Employees**

Each new employee on reporting for duty will be :

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

(b) Informed of the name of the Union and of the Union Steward who represents the employee's classification (to the extent that the Union keeps the Company informed).

#### **ARTICLE 25 - TECHNOLOGICAL CHANGE**

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

#### **ARTICLE 26 - PERFORMANCE OF WORK BY SUPERVISORY AND SALARIED STAFF**

Supervisory and Salaried Staff have duties and responsibilities which are distinct from those of Bargaining Unit employees, and will not normally do work regularly performed by Bargaining Unit classifications. Notwithstanding the above, they are expected to assist with the operation in unusual circumstances where it is not possible or feasible to schedule an additional Bargaining Unit employee.

## ARTICLE 27 - PERFORMANCE REVIEW

In accordance with the Terms of Reference agreed to by the parties, the performance of each employee will be reviewed and discussed with the employee annually (normally in the 1st quarter of each fiscal year). The employee shall be given the opportunity to read the completed document and sign it at the conclusion of the discussion to indicate that its contents have been understood. A copy will be provided upon request. Within a reasonable time (normally one (1) week), the employee may add written comments to accompany the document.

### TABLE OF FAMILIES

#### FAMILIES OF CLASSIFICATIONS

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

- (a) Contamination Monitor  
Decontamination Operator
- (b) Utility Worker

Lead Hands, Class 2 and Class B levels form separate classifications which are included in a family with their basic classification, except as provided for in Article 13.03(d).

## **ARTICLE 28 - DURATION AND AMENDMENT OF AGREEMENT**

**28.01** This Agreement and the Supplementary Letter thereto dated **1997** March **20** which forms part of the Agreement, when signed by the parties hereto, shall become effective on **1996** April **01**, except as otherwise specified herein, **and** shall remain in full force and effect until **1998** March 31 and from year to year thereafter, unless amended or terminated in the manner herein provided.

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

**28.03** **IN WITNESS WHEREOF** the parties hereto have, this 21<sup>st</sup> day of March **1997**, executed this Agreement by the hands of their proper officers.

ON BEHALF OF  
ATOMIC ENERGY  
OF CANADA LIMITED

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Communications, Energy  
and Paperworkers Union  
of Canada, Local 896

Local F-4, International  
Association of  
Fire Fighters (I.A.F.F.)

ON BEHALF OF  
ATOMIC ENERGY  
LABOUR ALLIANCE  
(CRL) CLC

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## UTILITY WORKER

### DUTIES:

Under general supervision to perform work associated with labour, janitorial, laundry, basic decontamination and helper.

Performs work associated with grounds maintenance, cleaning windows, removal of waste, basic decontamination of surfaces and equipment and laundry duties.

Performs and assists with loading and unloading of vehicles, moving furniture and construction material, cleaning and burning rubbish and brush, mowing lawns, digging and excavating, landscaping, operating air drills and compressors, shovelling snow and spreading sand/gravel, cleaning windows and doors, erecting fences and carrying out demolition work.

Performs work associated with cleaning, sweeping, mopping, waxing and polishing floors, scrubbing and washing washroom floors and fixtures, cleaning light fixtures, cleaning and washing walls and ceilings, performing pest control duties and vacuuming and shampooing carpets and rugs.

Performs work associated with the decontamination/cleaning of equipment, surfaces and areas, and operation of various equipment used in decontamination processes. In addition, performs work associated with the transfer and placement of radioactive waste.

Performs work associated with inspecting, marking, recording, sorting, weighing, pressing and subsequent handling of CRL's protective or specialized clothing. Also performs work associated with the operation of various laundry-related equipment and for the recording, of issued and destroyed pieces of clothing.

Under the direction of a journeyman, leadhand, or foreman, to perform semi-skilled routine work as a helper/assistant to journeymen, such as:

Keeping the journeymen supplied with tools, supplies and materials.

Assisting journeymen by holding tools *or* materials in place.

Performing a variety of work only when it does not require journeyman skills.

Assists journeymen or drivers with the delivery or removal of material for the job site

Performs routine maintenance work on shop machines, such **as** oiling, greasing, and cleaning.

Keeps the work area clean, cleans up after the job and stores material and tools in the proper place.

Observe good housekeeping and safety practices.

#### QUALIFICATIONS:

##### Education and Experience:

Must have completed Grade **X** or equivalent.

##### Knowledge, Skills and Abilities:

Must be able to follow verbal and written instructions and work with a minimum of supervision.

Must be familiar with the operation of applicable equipment.

Must be familiar with buildings and areas.

Must be willing to undertake additional training appropriate to these duties.

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Must be able to utilize tools and procedures as required, plan own work and make minor decisions.

Must have the ability to cope with heights and confined spaces.

Must be able to work effectively with a variety of personnel.

Must be responsible for record-keeping where applicable.

Must be physically fit.

APPENDIX "A"  
ATOMIC ENERGY LABOUR ALLIANCE  
12 HOUR SHIFT AGREEMENT

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

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

**1. ARTICLE 11 - GRIEVANCES**

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

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

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

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

The benefit level remains as specified under Article 14.03, however a claim for benefits will be made only if the period of absence would have resulted in a loss of earnings.

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

Employees shall have the employee's accrued days of sick leave credits converted to hours by multiplying the number of days by eight (8) hours per day. A full shift absent will then constitute a reduction of twelve (12) hours of accumulated credits. Employees must use such credits in six (6) hour minimum increments. When an employee ceases to be covered by this Agreement, the employee's credits will be converted to days by dividing the hours of sick leave credits by eight (8) and rounding to the nearest half day.

**3 ARTICLE 16 - COMPANY HOLIDAYS**

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

**16.02 - Compensation for Company Holidays**

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

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

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

#### **4. ARTICLE 17 - VACATION WITH PAY PLAN**

Employees shall have the employee's accrued days of vacation credits converted to hours by multiplying the number of days by eight (8) hours per day. A full shift absent will then constitute a reduction of twelve (12) hours of accumulated credits. Employees must use such credits in six (6) hour minimum increments unless otherwise specified. When an employee ceases to be covered by this Agreement, the employee's credits will be converted to days by dividing the hours of vacation credits by eight (8) and rounding to the nearest half day. Application for vacation leave must be approved in advance for the day(s) requested.

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

5. ARTICLE 18 - LEAVE OF ABSENCE

18.01 - Special Leave

(b) Death in the Family

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

(c) Marriage

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

(d) Birth or Adoption of Child

Employees will be granted up to one (1) day's leave with pay, eight (8) hours, if required, when the employee's spouse gives birth or to arrange for the adoption of a child.

18.02 - Personal Business Day

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

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

18.03 - Court Leave; 18.04 - Veteran's Examinations

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

6. ARTICLE 19 - HOURS OF WORK

19.01 - Work Week

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

19.06 - Shift Employees

- (i) Employees shall work schedules (Appendices 1 and 2) which provides an average of forty (40) hours per week over each full six (6) week period. To attain the forty (40) hour average, each employee will be assigned an extra day off during each six (6) week period (not specified on the schedule attached). It is understood that such extra days off will not fall on Friday #1 shift, Saturdays, Sundays or Company Holidays insofar as they can be avoided.
- The #1 (night) shift shall commence at 7:05/8:05 p.m. and end at 7:05/8:05 a.m. the following calendar day.
  - The #2 (day) shift shall commence at 7:05/8:05 a.m. and end at 7:05/8:05 p.m. the same calendar day.
- (ii) Two paid lunch periods of one-half (1/2) hour shall be provided on the #1 (night) shift and two paid lunch periods of one-half (1/2) hour each shall be provided on the #2 (day) shift.
- (iii) An employee's first day of rest shall be deemed to commence either at 7:05/8:05 a.m. on the calendar day following completion of the last #2 (day) shift worked, or immediately following completion of the last #1 (night) shift worked. Second and subsequent days of rest shall be deemed to commence at twenty-four



(24) hour intervals from the commencement of the first day of rest and be of twenty-four (24) hour durations.

**7. ARTICLE 20 - OVERTIME**

**20.01 - General**

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

**20.03 - Shift Employees**

- (i) All work performed on scheduled days of rest shall be paid at the rate of time and one-half both normal rate and shift premium subject to Articles **20.01** and **16.02** as modified above.
- (ii) Holdovers will be limited to four (4) hours beyond the end of a normally scheduled shift. Payment for overtime **so** worked will be at the rate of time and one-half both normal rate and shift premium if applicable, subject to Article 20.01 as modified above and Article 20.03 (a)(iii) of the Collective Agreement.
- (iii) Mutual exchanges will be subject to supervisory approval as outlined in Article 20.03(b) of the Collective Agreement, and will be limited to:
  - shift exchanges with employees who will not be on standby on the date of the proposed exchange, and
  - shift exchanges which will not result in either employee working on more than four (4) consecutive days, or working two (2) or more consecutive shifts.

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

Employees who are on standby and called out for shift relief will not be eligible for the travel time allowances and will be required to provide and pay for their own transportation. No travel time will be paid.

20.07 - Distribution of Overtime

While the Company agrees to distribute overtime as equitably as is practical, it is understood that the standby roster later defined within this Agreement must be the primary governing document determining the ultimate allocation of overtime work.

20.08 - Travelling to and from Outside Assignments

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

8. ARTICLE 21 - SALARIES

Shift Differential for Continuous Rotating Shifts

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

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

**21.05 - Shift Differential**

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

**21.06 - Premium for Scheduled Saturday and Sunday Shift Work**

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

- on the day it commenced where half (1/2) or more of the hours worked fall on that day,
- or
- on the day it terminates where more than half (1/2) of the hours worked fall on that day.

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

21.09 - Payment of Wages

Wages of employees shall be paid every second Thursday:

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

9. ARTICLE 22 - SHIFT WORK

22.03 - Short Change Premium

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

10. Standby Duty

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

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

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

**11. Miscellaneous**

Any applicable Standard Policies and Procedures, or Articles of the Collective Agreement not specifically documented in this Agreement are to be interpreted in the context of twelve (12) hour shifts. Should any disagreement arise on issues not specifically mentioned in this Agreement, discussions will be held with a view to resolving the issue. All employees covered under this twelve (12) hour shift agreement (except Firefighters) will work the schedule attached as Appendix 1.

**12. Firefighters - Protective Services**

While all other terms and conditions are identical for the Firefighter classification, commencement/end times for shifts will be 0805 and 2005 hours with all other time references (work week, Company Holidays, etc.) adjusted accordingly. In addition, the employee shall work the schedule attached as Attachment 2.

**IN WITNESS WHEREOF** the parties hereto have, this 21<sup>st</sup> day of March 1997 executed this Agreement by the hands of the employee's proper officers.

ON BEHALF OF  
ATOMIC ENERGY OF CANADA LIMITED

*[Handwritten signature]*  
*[Handwritten signature]*

*[Handwritten signature]*  
27.25

*[Handwritten signature]*

9.6th

*[Handwritten signature]*

ON BEHALF OF THE ATOMIC  
ENERGY LABOUR ALLIANCE  
(CRL) AFL-CIO AND CLC

*[Handwritten signature]*  
*[Handwritten signature]*

Communications, Energy and  
Paperworkers Union of  
Canada, Local 896

*[Handwritten signature]*  
*[Handwritten signature]*

Local F-4, International  
Association of Firefighters  
(I.A.F.F.)

*[Handwritten signature]*

**3. Progression**

Failure to pass any qualifying stage referred to in Article 21.02(b) will be thoroughly discussed between the applicant (and a union representative, if the applicant so wishes) and the applicant's supervisor, with a view to improving the applicant's performance. The applicant will then be allowed to be re-examined for this stage once during the six (6) month period following the failure at a mutually agreed time. However for the final qualifying stage, one (1) additional attempt at qualifying will be allowed at a mutually agreed-upon time during the six (6) month period following the initial failure.

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

To address the Company's requirement under the Federal Employment Equity Act, the Alliance agrees to work together with the Company and other participating Unions to explore opportunities for the employment of developmentally challenged individuals in lower or limited skilled work situations. The number of such positions will be jointly determined by the parties. Such positions would be external to any Bargaining Unit and would be paid on a salary scale appropriate to the duties of the position.

**5. Union Activity - small Meetings**

Notwithstanding the provisions of Article 7.01 of the current Collective Agreement, the Alliance may hold occasional small meetings on Company

premises, subject to the following conditions and provided that abuse does not develop:

- (a) Such meetings must be approved in advance by Employee Relations.
- (b) The meeting must be planned and conducted to avoid interference with other employees or the work of the Company.

**6. Absenteeism**

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

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

**7. Technological Change**

With respect to Article 25 the Company will meet with the Union before introducing new equipment, processes or methods which are likely to affect a significant number of employees. The parties will discuss proposed changes and endeavour to minimize resulting adverse effects through retraining or such other means that may be feasible and appropriate to the circumstances.

**8. Issue of Uniforms to Firefighters**

An initial uniform issue will be made to Firefighters following hire. It will consist of two (2) tunics, four (4) pairs of trousers, one



(1) forage cap, five (5) shirts, two (2) neckties, one (1) parka, one (1) raincoat, one (1) winter cap and two (2) sets of fatigues. Replacement uniforms or portions thereof will be issued on an "as required" basis. Outerwear will be issued on an "as required" basis but no more often than every fourth year.

## 9. Joint Productivity Undertaking

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

The following principles will apply:

- employees on related work should be interchangeable as far as is practicable;
- employees doing the major part of a job should as far as is practicable perform associated work normally done by other classifications;
- employees should undertake work normally done by other related support classifications where such arrangements will make the best use of time. Assistance will only be provided when participation is essential to the efficient completion of the work;
- support employees/related classifications should undertake a wider range of duties, including semi-skilled work.

It is agreed that implementation of productivity principles outlined above will not adversely affect employees in the Bargaining Unit, or modify the collective agreement without the mutual agreement of both parties.

**10. Temporary Positions Outside the Bargaining Unit**

Employees appointed to temporary positions in classifications not represented by the Bargaining Unit will retain, but will not accrue, seniority in their immediately former classification within the Labour Alliance for the duration of the temporary appointment and the Labour Alliance will be notified in writing of employees so appointed. However, an employee who is replacing a Foreperson/Supervisor who is temporarily absent will continue to accrue seniority in the employee's basic classification.

**11. Part-time Employees**

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. Part-time employment situations may arise through new work becoming available that does not justify a full time position, through a vacancy due to attrition or through a request for reclassification from full time to part-time. In the first two situations above, the vacancy will be filled through an Internal Competition under

Article 13. In the latter the Company will consider Union representation prior to granting the request in specific instances where the Union believes its members may be adversely affected. They will be advised of the part-time nature of their employment when hired and the Company will inform the union of the names of part-time workers employed each month.

**12. Benefits Review Committee**

The Company will consider requests from the various Research Company bargaining units to reconstitute the Benefits Review Committee of 1989 to review Company-wide insured benefit plans during the lifetime of the current Collective Agreement. The original terms of reference for this Committee will be reviewed and amended as necessary by the groups involved.

**13. Utility Worker**

The Company and the union agree that the salary grandfathering of those employees previously classified within the Helper Classification (Utility Workers at the F Rate) will terminate at the end of this collective agreement.

The Utility Worker at Disposal B, will continue to be treated the same as the Decontamination Operators.

**14. Casual Employees**

This is to record agreement between the Company and the Alliance on matters pertaining to the hiring of casual employees for undefined periods

of time and will be in effect for the life of the current agreement.

- Consideration will be given to Bargaining Unit members through the internal competition process for the establishment of a roster of casual employees for the positions in the Bargaining Unit other than utility worker. At the completion of casual assignments continuing employees will revert to their former classification.
- Work assignments will only be offered to non-continuing casual employees when continuing employees on the casual roster are unavailable.
- Casual employees will not work overtime when full time employees are available and willing to work.
- No full time continuing employee will be laid off while a casual employee is retained in that classification.
- Any employee on layoff with recall rights will be given first option for casual work assignments in the employee's original classification. Acceptance or rejection of casual work assignments will have no impact on recall rights.
- The Company will deduct a sum equal to the regular monthly dues of the appropriate Union for each month the casual employee has worked more than ten (10) days. Dues will be remitted to the Union at the first pay of the following month.

- Casual employees will be eligible for up to one (1) month of continuous active employment. Extensions will only be by mutual agreement.
- Casual employees will be excluded from accruing seniority, will not be given layoff notice and will not have recall rights.
- Casual employees will not be eligible for enrolment in Company benefits programs. They are eligible for coverage under the Workers' Compensation Act and will receive vacation pay at the rate of four per cent (4%) of earning payable on each respective pay. Statutory Company holidays will be paid consistent with the regulations of the Canada Labour Code.
- A sequence of casual assignments will not be used to displace a full-time continuing position.

15. Joint Problem Solving

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

16. Reciprocal Agreement on Internal Competitions

Recognizing the advantages of reducing restrictions to career development opportunities, it is agreed that employees from other employee

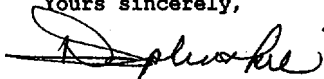
groups which have entered into this reciprocal agreement on internal competitions, and Non-Bargaining Unit employees within the Company, will have equal consideration for all competitions for classifications represented by the parties to the agreement. This agreement does not include the transfer of seniority unless provided for in Article 13.

17. Re-establishment of Intermediate Term Sickness/Disability Benefit

When an employee returns to a modified/alternate work assignment following an absence under the Intermediate Term Sickness/Disability benefit plan described in Article 14.03, Human Resources, an occupational health representative, the Branch Manager, the employee and the union will discuss the conditions upon which the full Intermediate Term Sickness/Disability benefit would be re-established. There is no intention to reduce the original entitlement of twenty-six (26) weeks of benefit,

If you agree that this letter adequately covers the several points in question, I would appreciate your signature of acceptance in the space provided below.

Yours sincerely,



D.V. Peplinski,  
Employee Relations Specialist

Agreed:

  
S. Halliday, President

Atomic Energy Labour Alliance (CRL)

**HUMAN RESOURCES & ADMINISTRATION**Chalk River Laboratories  
Chalk River Ontario  
Canada K0J 1J0  
(613) 664-3311Laboratoires de Chalk River  
Chalk River (Ontario)  
Canada K0J 1J0  
(613) 664-3311Mr. S. Halliday, President  
Atomic Energy Labour Alliance  
Chalk River Laboratories (CRL)  
CHALK RIVER, Ontario

1997 March 21

Dear Mr. Halliday:

This is to record agreement between Atomic Energy of Canada Limited and the Atomic Energy Labour Alliance (CRL) on matters which are supplementary to the Collective Agreement covering the period of 1996 April 01 - 1998 March 31:

**1. Contracting Out**

It is the intent of the Company that contracting out will not adversely affect employees in the Bargaining Unit.

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

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

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**2. Compensation for Work Related Injury Or Illness**

- (a) When an employee is unable to work due to an injury or industrial illness arising from work performed for the Company that is accepted as compensable by the applicable Workers' Compensation Board, the Company will pay to such an employee an amount which will maintain the employee's basic wages net of income tax.

Such payments shall be made without loss of the employee's Short Term and Intermediate Term Sickness/Disability Benefits and shall cease when the disability has been declared permanent and the compensation has been taken over completely by the applicable Workers' Compensation Board at provincial rates.

- (b) Pending acceptance by the Workers' Compensation Board of such a claim as compensable, the employee will be maintained on payroll at one hundred per cent (100%) of basic wages (less normal payroll deductions).
- (c) When such a claim is accepted by the Board as compensable, the employee's wages will be adjusted as provided in (a) above retroactive to the commencement of the absence due to the injury or illness.
- (d) If the Board rejects the claim, the employee will be notified and will have to submit a claim under the Short Term and/or Intermediate Term Sickness/ Disability Plans.

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