

COLLECTIVE AGREEMENT

- between -

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

- and -

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

for the period

**2003 April 01 to 2008 March 31
Chalk River, Ontario**

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

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COLLECTIVE AGREEMENT

between

ATOMIC ENERGY OF CANADA LIMITED

a Company incorporated pursuant to
the Atomic Energy Control Act,

hereinafter known as "the Company"

- and -

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

hereinafter known as "the Union"

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 Union, party to this Agreement, has been recognized by the Company as bargaining agent for certain employees of the Company at Chalk River and Deep River.

1.02 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 Union signatory to this Agreement.

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

1.04 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.

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

1.06 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 - 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 3 - PERSONNEL RELIABILITY AND SECURITY

3.01 Maintenance of Site Access Clearance or the appropriate security clearance for the position held, as described by the Personnel Security Procedure (00-342.1) and the Security Policy of the Government of Canada, is a condition of employment for all employees in the bargaining unit.

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

ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

The Union 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 Union.

(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 Union, normally the President, 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 5 - COMPANY RULES

5.01 The Company will forward to the President of the Union 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.

5.02 New and revised Standard Policies and Procedures that affect working conditions will be discussed with the Union 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.

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

ARTICLE 6 - UNION ACTIVITY

6.01 The Union agrees that there will be no Union activity or meetings on Company premises except as provided for in this Agreement.

6.02 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.

6.03 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 Union Officers or Stewards to leave the employee's work in order to perform functions provided for in this Agreement on behalf of the Union. The Union agrees that such employees will not leave their duties without first obtaining the permission of their 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 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 Union,

the President or designate and the Steward.

6.04 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.

6.05 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 Union and for a reasonable number of members 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.

6.06 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.

6.07 Protection of the Plant

If at any time during or after the termination of this Agreement the employees should engage in a stoppage of work the Union Executive and the Company will meet in advance to discuss how to ensure that Company property and long-term mutual interests are protected.

6.08 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 7 - 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 8 - MANAGEMENT-UNION COOPERATIVE COMMITTEE

8.01 The Company and the Union 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.

8.02 In accordance with this declaration, the existing Cooperative Committee is reaffirmed. Union representation shall consist of two (2) representatives from the Union. 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 Union affecting those employees covered by this Agreement, including the promotion of education and training, the betterment of employment conditions, changes that affect employees that cannot be dealt with effectively at the supervisory or Branch level, and matters affecting employee well-being.

8.03 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 9 - PROGRESSION TRAINING AND QUALIFICATION

The Company and the Union 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 Union, named by the Company and Union respectively, to monitor the training processes and results and to participate in discussions concerning progression of employees.

9.01 Training

- (a) The employer shall recognize the need for training opportunities to enable each employee covered by this Agreement to improve his/her knowledge and skills to equip himself/herself for future positions within the Emergency and Protective Services Department.
- (b) All employees directed to give or take Fire Department Training within the Fire Department during off duty hours shall be paid accordingly.
- (c) All non-mandatory courses/training approved by the employer shall be made available based on departmental needs. If more than one employee meets the course pre-requisites the following factors shall be taken into consideration.
 - a. Organizational needs
 - b. Seniority

Note: There shall be no reimbursement for all non-mandatory courses.

- (a) All mandatory training shall be done during normal working hours. If this is not possible and the member volunteers to come in on their time off they will be compensated at straight time, or time off in lieu, for all hours worked.
- (b) Employees requesting time off for courses shall follow departmental policy.
- (c) The employer agrees to maintain an amount of money in its annual budget for training and continuing education opportunities for courses to its employees.
- (d) It is the intent of the employee and the employer to notify the other of their intentions regarding attendance at training at least ten (10) shifts in advance, wherever possible.

9.02 Wellness and Fitness

- (a) The parties agree that Firefighters should maintain a high level of physical fitness and recognize that many factors such as age, health, and physiological changes can affect an individual's ability to maintain such a high level of physical fitness.
- (b) To achieve such a program a Labour/Management Wellness and Fitness Committee shall be maintained comprised of two (2) Employer Representatives and two (2) Representatives from the Union.
- (c) It is jointly recognized that any such program shall be positive, allow for age; allow for on-duty time participation utilizing facilities provided or arranged

by the Employer; provide for rehabilitation and remedial support for those in need; and be reasonable and equitable to all participants.

(d) The Committee will schedule an initial meeting within thirty (30) days of the signing of the Collective Agreement. The committee will provide their initial advice within twelve (12) months of the initial meeting and on an annual basis thereafter.

ARTICLE 10 - GRIEVANCES

10.01 Definition of Employee Grievance

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

- (a) Affects such employees in their work, pay or relations with the Company and arises under and by virtue of the application or interpretation of the provisions of this Agreement as to salary, hours, working conditions, safety or the terms of their employment, or
- (b) Arises from alleged abuse of discretion by Company supervisors in their treatment of employees with respect to matters provided for in this Agreement, or
- (c) Relates to the discharge or discipline of an employee who is on a seniority list as provided under Article 10 of this Agreement where such employee believes that this was not for good, just or sufficient cause, except in the case of discharge for reasons of security (see Article 3.01), or
- d) Arises from alleged discriminatory promotion, demotion, or compulsory retirement before the official retirement age.
- (e) 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 Union, normally the President, of the action taken and the reason for it.

10.02 General Grievance Regulations

- (a) The word "days" as used in this Article shall mean working days, except as otherwise provided.
- (b) The discussion and decision made on each grievance shall be limited to the matters specified in the written grievance as filed or as amended pursuant to the Company's request. However, the Union may submit additional information to support the grievance at later steps.

(c) The Company may request a more specific statement of the grievance, or subsequent replies, if the statement or reply does not clearly and sufficiently state the problems or the reasons.

(b) Duplicate copies shall be made of each grievance. After final disposition of a grievance is effected, the Company, and the Union shall each have a copy.

(e) Any grievance not filed in writing with the Supervisor within ten (10) days after the employee has the opportunity to be aware of the occurrence, which is the basis of the grievance shall be deemed to have been waived and shall not be considered. Failure by the employee or the Union to take any successive steps herein provided for within the specified number of days from the day the written decision on the grievance is presented to the employee or a member of the Shop Committee shall be deemed as an acceptance of such a decision.

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

10.03 Normal Employee Grievance Procedure

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

Step 1

A complaint on any matter coming within the scope of this Agreement must be discussed orally with his or her supervisor by the aggrieved employee either alone or, at the request of the employee, in the presence of the Union representative. In the event the complaint is not settled within four (4) days, it then becomes a grievance, and

Step 2

(a) The grievance shall be reduced to writing on a standard grievance form, setting out the date of the event giving rise to the grievance, the name of any person(s) involved, other relevant facts and the remedial action requested. The grievance shall be signed by the employee and the Union representative and submitted to the Branch Manager or Designate within the time limits specified in Article 10.02(e). If the Branch manager, or designate considers that there should be a meeting to investigate this grievance the meeting shall be attended by Company Representative(s), the griever, and the Union Representative(s).

If the Branch Manager, or designate and the Union President agree, other Union Representatives may also attend. Upon receipt of a grievance, the Branch manager or designate will investigate and submit his or her decision in writing to the Union Representative, within five (5) days.

(b) Within 10 days after the Union Representative has received an answer from the Branch Manager, or designate, the grievance forms shall be returned to the Branch Manager, or designate, marked as satisfactory or unsatisfactory, with reasons in the latter case.

Step 3

(a) Where a second step grievance answer is marked unsatisfactory by the Union Representative, a third step meeting shall be arranged by the Company as soon as practicable but not later than 10 days. The Union Representative, the Union President, the full-time representative of the Union, and the aggrieved employee(s) may attend. An Employee Relations Representative shall answer in writing within five (5) days of the meeting. If no response is made by the Union Representative to this decision within 10 days, the grievance shall be considered as settled.

10.04 Grievance Procedure for Discharge, Disciplinary Suspension and Disciplinary Demotion

(a) In any case of discharge (except for reasons of national security) disciplinary suspension or disciplinary demotion, the employee shall be advised of the reason and it is understood that a Union representative will be present.

(b) Case of claimed wrongful discharge or disciplinary suspension shall be final and not entitled to consideration or subject to the grievance procedure or to arbitration unless filed within four (4) days after the employee has received notification (or all reasonable steps have been taken to notify him) of discharge or disciplinary action.

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

(d) The sole question to be determined by the following procedures shall be whether or not the employee was discharged, suspended or demoted for improper or insufficient cause. If it is decided that the employee was wrongfully discharged, suspended or demoted, he shall be awarded reinstatement to his former job without loss of seniority and with full compensation for time lost at his regular salary, less any earnings received by him from other sources during the period of discharge, suspension or demotion. The grievance may also be settled by deciding that the discharge, suspension or demotion given was for proper or sufficient cause. It is also understood that such a grievance may be settled by deciding that the penalty given to the employee was excessive, and that he should be reinstated with partial compensation for time lost.

(e) **Discharge Grievance**

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

The alleged grievance shall be put in writing, signed by the employee, and submitted to the supervisor. A hearing may be called thereon by the Company or at the request of the Union. The Union Steward, Union President, and the aggrieved employee may attend. If the employee, due to conditions beyond his control and through no fault of his own is unable to present the grievance in person, his Union Steward may act for him. The Company representative shall submit his decision to the Union Steward in writing within four (4) days after the matter is presented to him. If there is no response from the Union within a further four (4) days, the grievance shall be considered settled.

(f) **Disciplinary Suspension and Disciplinary Demotion Grievances**

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

The alleged grievance shall first be discussed by the employee with his supervisor. If the matter is not settled, the alleged grievance shall be put in writing, signed by the employee, and submitted to his supervisor. The normal employee grievance procedure shall then apply, as from Step 3. If the employee, due to conditions beyond his control and through no fault of his own, is unable to present the grievance in person, his Union Steward may act for him.

10.05 Company Grievance

The Company may request a meeting with the Union Executive for the purpose of presenting any complaint with respect to the conduct of the Union or may present such a complaint at any meeting with the Union Executive. If such complaint is not settled within four (4) days it may be treated as a grievance and submitted in writing to the President or designate, setting out the date of the

event giving rise to the grievance, other relevant facts, and the remedial action requested. Upon receipt of such a grievance, the Union will, within ten (10) days, meet with the Company to review the grievance, along with the outside Union Representative.

If the grievance is not settled within a further five (5) days after this meeting, the Company may refer to arbitration in the same way as a Union or employee grievance.

10.06 Union Grievance

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

- (a) Cannot be dealt with under Article 10.03 or 10.04 because of the inability or refusal of an employee or former employee to submit a grievance, or
- (b) Concerns employees working under different supervisors, may be submitted in writing at the third step by the Union and dealt with as a proper grievance.

ARTICLE 11 - ARBITRATION

11.01 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 Union by mailing a copy to the President of the Union.

11.02 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.

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

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

11.05 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.

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

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

11.08 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 10.04.

ARTICLE 12 - SENIORITY, PROMOTION, LAYOFF, RECALL AND TRANSFER

12.01 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) When the Company determines that a vacancy exists in any job then it will be posted for a minimum of six (6) days. The successful candidate will be notified as soon as possible. Following receipt of acceptance, the name of the successful applicant will be posted on competition notice boards. 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 Union, a competition may be limited to target group applicants.

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.

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.

12.02 Seniority

(a) Effective Date

(i) An employee shall be on probationary service until the employee has worked one year 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 Union 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 Union 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 year 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. The seniority of an employee shall include the employee's full period of service in the employee's current classification. Such service must be unbroken by termination.

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

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

- (1) An employee with the greater length of continuous AECL employment will be deemed senior.
- (2) An employee with the greater length of non-continuous AECL employment will be deemed senior.
- (3) Seniority will be determined by the process of chance through the drawing of names. The respective union representative involved will be present at such drawing of names.

12.03 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 or designate concerned, and the employee(s) who are to be laid off. No employee on a seniority list will be laid off while a probationary employee is retained in the classification.

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

(c) An employee who is designated for layoff will have the alternative of layoff or displacing an employee with less seniority in an equal or lower wage rated classification provided the employee is qualified to perform the remaining work.

12.04 Recall

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

(b) For the purpose of this Article, the provisions of 12.04(a) will apply to an employee who is offered and elects reclassification to alternate work in lieu of layoff, and while on a recall list he will retain his seniority standing.

12.05 Transfers

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

ARTICLE 13 - EMPLOYEE BENEFITS PLANS

13.01 Supplementary Health Insurance Coverage

The Company will provide the group Extended Health Care Plan including semi-private Hospital coverage and will pay sixty-five per cent (65%) of the premium

necessary for full-time continuing and regular part-time employees.

13.02 Dental Insurance Plan

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

13.03 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 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 13.03(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 Local F-4, I.A.F.F. 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 13.03(c) (Short Term Sick Leave) and 13.03(d) (Intermediate Term Sickness/Disability), covered employees are eligible to receive long-term disability benefits in accordance with Manulife Policy 37984. The Company will pay fifty per cent (50%) of the premium cost of this Plan.

13.04 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. At age sixty-five (65), or date of retirement, whichever is later, employees are eligible for a paid-up benefit of \$500 without further contributions.

ARTICLE 14 - 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 15 - COMPANY HOLIDAYS

15.01(a) (i) There shall be twelve (12) Company Holidays each calendar year. Except as provided in Article 15.01(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 15.01(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 Holidays.

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.

15.02 Compensation for Company Holidays

In order to be eligible for Company Holidays, employees must be entitled to be paid for any of the 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 19.01(b) and 19.03(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 16 - VACATION WITH PAY PLAN

16.01 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.

(l) 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.

16.02 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 AECL service for vacation purposes and will earn vacation at the appropriate rate for the employees' total eligible AECL service in accordance with SPP RCW-2.37, Vacation Leave - Salaried Employees dated 1989 August.

VACATION TABLE

Service by April 01	Effective April 01
½ but less than 6 years	15 days
6 but less than 7 years	16 days
7 but less than 8 years	17 days
8 but less than 9 years	18 days
9 but less than 10 years	19 days
10 but less than 14 years	20 days
14 but less than 16 years	21 days
16 but less than 18 years	22 days
18 but less than 20 years	23 days
20 but less than 22 years	24 days
22 but less than 23 years	25 days
23 but less than 25 years	26 days
25 but less than 27 years	27 days
27 but less than 29 years	28 days
29 but less than 31 years	29 days
31 years or more	30 days

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

16.03 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.

16.04 Vacation Entitlement at Time of Termination of Employment

An employee who is terminated, or is laid off indefinitely, will be compensated as per clause 22.01 for the following:

- (a) Any earned vacation compensation in accordance with Article 16.02, 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 17 - LEAVE OF ABSENCE

17.01 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, grandparent, grandchild, 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 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.

17.02 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.

17.03 Court Leave

Court leave will be as specified in SPP RCW-2.42, Miscellaneous Leave and

Leave Without Pay - Salaried Employees dated 1989 August.

17.04 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.

17.05 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.

17.06 Maternity, Child Care & Adoption Leave

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

ARTICLE 18 - HOURS OF WORK

18.01 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.

18.02 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.

18.03 Alternative Work Schedules

Notwithstanding any reference to commencement/departure times in Articles 18.04 and 18.05, 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 18.05(b) by up to two (2) hours subject to approval by supervision. Such requests will not be unreasonably withheld.

18.04 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.

18.05 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.

18.06 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 19 – OVERTIME

19.01 General

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

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

(c) For the purpose of this Article, the expression "normal hourly rate of pay" is defined to be 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.

19.02 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 Holidays

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

(c) Working During # 1 and # 3 Shifts

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

19.03 Shift Employees

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

(i) Work on Scheduled Days of Rest

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

(ii) Holdover

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

(iii) Work on Company Holidays

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

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

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

19.04 Pre-arranged Overtime

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

(b) 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.

19.05 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.

19.06 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 \$10.50 added to the employee's time sheet.

(b) Employees working overtime shall have \$10.50 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 \$10.50 meal allowance.

(d) Employees working off-site will be eligible for an off-site overtime meal allowance of \$10.50 in lieu of a meal.

19.07 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 or equivalent (home base) from which the overtime is required. 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 full-time employee on temporary assignment to another classification for greater than one (1) day, will be assigned overtime in the employee's base classification only if other employees are not available to perform the required work.

(c) Employees classified as term or casual will be assigned overtime only if other employees are not available to perform the required work.

19.08 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.

19.09 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 20 - SALARIES

CRL Firefighter Salary Table

Classification	% of 1st Class	Milestone Date	March 21, 2004	April 01, 2004	April 01, 2005
Probation/Hire Rate	60%	1 year	\$29,900	\$31,500	\$33,100
4 th Class Firefighter	70%	1 year	\$34,900	\$36,800	\$38,600
3 rd Class Firefighter	80%	1 year	\$39,800	\$42,000	\$44,100
2 nd Class Firefighter	90%	1 year	\$44,800	\$47,300	\$49,600
1 st Class Firefighter	100%		\$49,800	\$52,500	\$55,100
Acting Lieutenant	105%		\$52,300	\$55,100	\$57,900
Lieutenant	110%		\$54,800	\$57,800	\$60,600

Note: Salary includes an adjustment to recognize a continuous rotating shift schedule and an average 42-hour workweek. Employees will receive lump sum in lieu of retroactivity for all hours worked from 2003 April 01 to 2004 March 20.

Salary Notes

- (i) The annual salary will be paid over 26 bi-weekly pay periods.
- (ii) The normal hourly rate of pay is calculated by dividing the bi-weekly pay amount by the number of days normally worked in a period.
- (iii) A normal day's pay is calculated by dividing the bi-weekly pay amount by the number of days normally worked in a period.

20.01 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.

20.02 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 Union of its proposals and will consider any alternative suggestions the Union may make. The Company will also consider any similar proposals initiated by the Union.

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

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

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

20.03 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.

20.04 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.

20.05 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 shall be paid for the period assigned.

20.06 Career Advancement

(a) At any stage of an individual's career, the individual has the right to request the necessary information and relevant study materials from AECL Emergency and Protective Services to assist in advancing their careers. It is understood that it is the responsibility of the individuals to obtain the necessary skills and/or courses necessary to move their career forward as per the Career Development Plan. See Appendix A.

(b) All members of the Union shall maintain their position as it relates to this article at the signing of this Collective Agreement.

(c) Advancement from Probation Class to Fourth Class Firefighter and each succeeding advancement up to First Class Firefighter will be subject to the successful attainment by the employee of the Department's standard for each level of Firefighter. Tests will be conducted one month before the anniversary date of hire for each step level. The tests will consist of:

- a. Practical Application work: 40 points
- b. Fire Related Written Examination: 60 points

To advance to the next step level the employee shall be subject to passing with a minimum score of 70% in each the practical and written. If any employee fails to attain the required standard, the employee shall be given the opportunity to retest within three (3) months. After the second failure the employee shall not have the opportunity to meet the standard until their next anniversary date with no retro pay upon successful completion.

(a) Probationary firefighter(s) shall be entitled to the pay and benefits for the position as outlined in the Collective Agreement. The probationary period for all probationary firefighters is 12 months from date of hire. The probationary period may be extended an additional six (6) months and the reasons for the extension shall be fully explained to the probationary firefighter.

(b) Subject to the provisions of (c) above, any firefighter who has successfully completed a minimum of one (1) year of permanent full-time active service shall be promoted to the rank of 4th class firefighter as outlined in this Collective Agreement.

(c) Subject to the provisions of (c), any firefighter who has successfully completed a minimum of two (2) years of permanent full-time active service shall be promoted to the rank of 3rd class firefighter as outlined in this Collective Agreement.

(d) Subject to the provisions of (c), any firefighter who has successfully completed a minimum of three (3) years of permanent full-time active service shall be promoted to the rank of 2nd class firefighter as outlined in this Collective Agreement.

(e) Subject to the provisions of (c), any firefighter who has successfully completed a minimum of four (4) years of permanent full-time active service shall be promoted to the rank of 1st class firefighter as outlined in this Collective Agreement.

ARTICLE 21 - SHIFT WORK

21.01 Limitations on Scheduling of Shifts

- (a) 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.

21.02 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.

21.03 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 workday, this will be treated as overtime and the short change premium will not apply.

ARTICLE 22 - TERMINATION COMPENSATION

22.01 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.

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

22.02 Death

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

22.03 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 and one half (1.5) week's pay for each succeeding completed year of continuous service, less any period in respect of which the employee was previously granted termination compensation, up to a maximum of forty-five (45) weeks' pay.

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

22.04 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 22.05, 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.

22.05 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 23 - UNION SECURITY

23.01 Deductions from Wages

- (a) (i) The Company will deduct a sum equal to the regular monthly dues of the 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 the Union within fifteen (15) days of the pay date and in any event no later than the 25th of the month.

- (c) The Union 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 and the I.A.A.F.

23.02 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 24 - 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 25 - 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 26 - 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.

ARTICLE 27 - DURATION AND AMENDMENT OF AGREEMENT

27.01 This Agreement and the Supplementary Letter thereto dated 2004 March 06 which forms part of the agreement, when signed by the parties hereto, shall become effective on date of ratification 2004 March 10, except as otherwise specified herein, and shall remain in full force and effect until 2008 March 31 and from year to year thereafter, unless amended or terminated in the manner herein provided.

27.02 If either the Company or the Union desires to amend or terminate this Agreement, it must notify the other party in writing within the period of 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.

27.03 **IN WITNESS WHEREOF** the parties hereto have, this ___ day of _____ 2004, executed this Agreement by the hands of their proper officers.

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

Brad Perrin

Mark Kenney

Dean Stewart

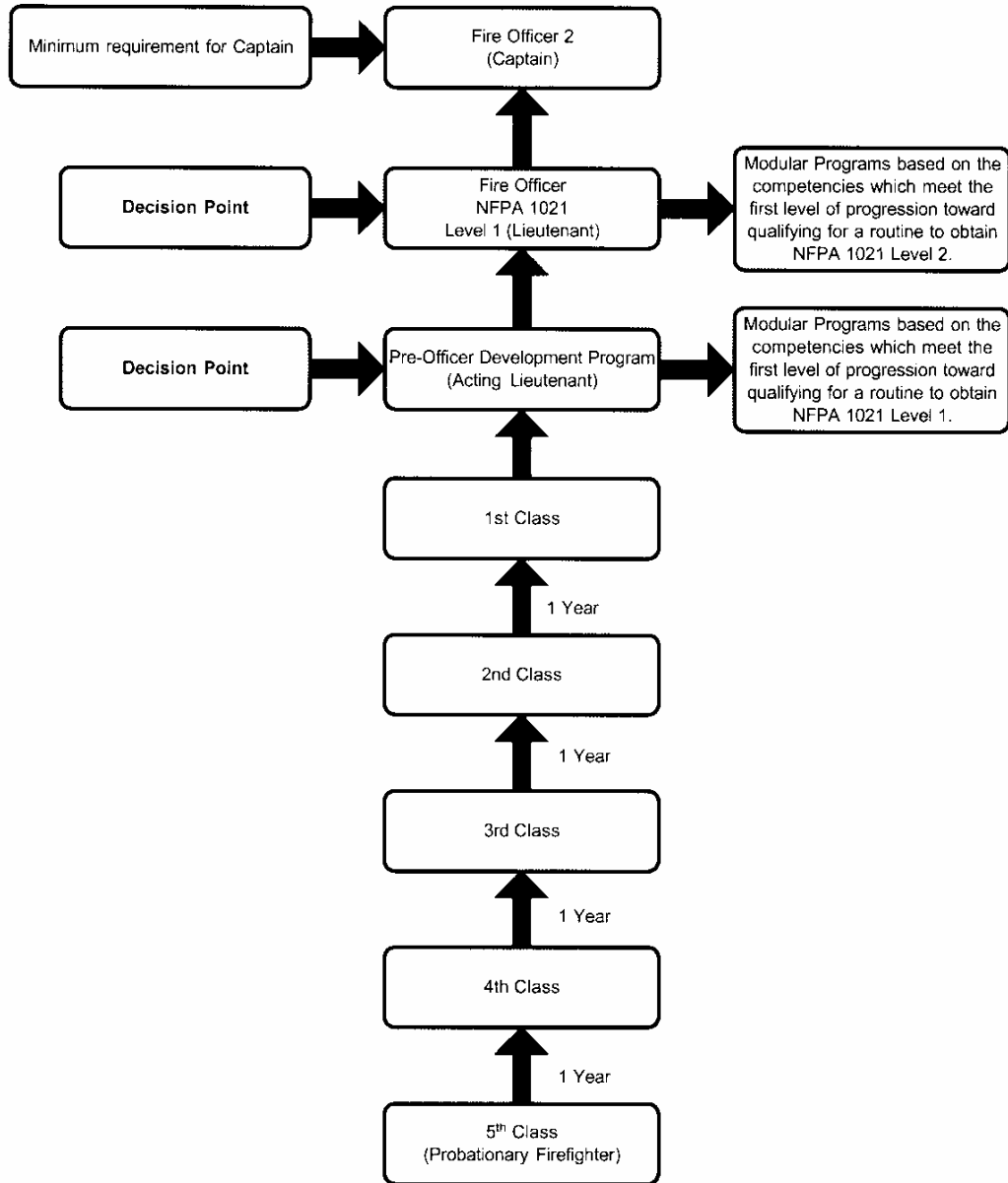
Jean Richer

**ON BEHALF OF THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS (I.A.F.F.) LOCAL-F4**

Rick Lewis

Kerry Watson

APPENDIX A – CAREER DEVELOPMENT PLAN



APPENDIX B – CLOTHING AND EQUIPMENT

Clothing and equipment shall be issued on an as required basis as follows:

ITEM	OPERATIONS (Core)
Winter Jacket and Hat	1 each
All Season Coat	1
Fatigue Pants	2
Fatigue Shirts	2
Safety Boots or Shoes	1
Baseball Cap	1
Firefighting Boots	1
Firefighting Bunker Suit	1
Firefighting Helmet	1
Firefighting Gloves	1 pair
Flash Hood	1
Coveralls	1
T-Shirts	2

APPENDIX C – WAGE REOPENER

The parties agree to the following as it relates to Wage Reopener:

1. That the parties agreed to a 5-year Collective Agreement which will expire on 2008 March 31.
2. That the issues that will be negotiated for the 4th (2006 April 01) and the 5th year (2007 April 01) will be the following:
 - (i) Wage Rates
 - (ii) Wellness and Fitness
 - (iii) Career Advancement
3. That either party may serve written notice upon the other sixty (60) days prior to the end of the 3rd year of the Collective Agreement (2006 March 31) to amend the points in paragraph 2. above provided for in this agreement. Upon receipt of such notice, the other party will meet and negotiate in good faith concerning the issues.
4. In the event the parties fail to reach an agreement on wage rates after a period of 90 days from the first day of negotiations, both parties agree to meet with a conciliator (Federal) to assist the parties in resolving the matter.
5. That upon mutual agreement, the parties may extend the 90-day time period.
6. The sole issue that will be raised before the Conciliator will be the following:
 - (i) Wage Rates and effective date of the wages
 - (ii) Wellness and Fitness
 - (iii) Career Advancement
7. That this agreement is without prejudice and will not constitute a precedent in any other matter.

SUPPLEMENTARY LETTERS

2004 March 06

Mr. Rick Lewis, President
International Association of Firefighters
(IAFF-F4) Local F4
Chalk River Laboratories (CRL)
CHALK RIVER, Ontario K0J 1J0

Dear Mr. Lewis:

This is to record agreement between Atomic Energy of Canada Limited and the I.A.F.F. on matters which are supplementary to the Collective Agreement covering the period of 2003 April 01 - 2008 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 Union.

In the event the Company and Union 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.

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.

3. Clothing

(a) The employer shall supply on an as required basis clothing as outlined in Appendix B, Clothing and Equipment, attached hereto and shall form part of this Agreement.

(b) Employees shall exchange items on a one for one basis except in cases where the employee makes written application and said application is approved by the employer.

(c) Clothing damaged, contaminated or destroyed in the line of duty shall be replaced as soon as possible.

(d) Personal Protective Clothing shall meet or exceed the NFPA standards current at the time of purchase except where mutually agreed to between the Union and the employer.

(e) Employees shall receive an annual two hundred dollar (\$200.00) clothing maintenance/shoe/boot allowance, payable the first pay in April.

(f) Bunker gear shall be cleaned annually or as required, at no cost to the employee.

4. Employment Opportunities for Special Needs Individuals

To address the Company's requirement under the Federal Employment Equity Act, the Union 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 Union 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, and the Union.

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. Station Cleaning

On duty members shall be responsible for the daily cleaning and general maintenance of areas frequented by operations personnel.

9. Joint Productivity Undertaking

The Company and the Union 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. 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 12. 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.

11. Benefits Review Committee

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

12. Casual Employees

This is to record agreement between the Company and the Union 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.

13. 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.

14. 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 12.

15. 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.

16. Relief at Emergency

The employer agrees that it has the responsibility to, where required, provide relief and rehabilitation of personnel at any emergency scene and at any other alarm which because of its nature or because of extreme weather conditions dictates such relief and rehabilitation.

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,

Brad Perrin, Chairperson
AECL Negotiations Committee

Agreed: _____
Rick Lewis, President
International Association of Firefighters
(I.A.F.F.) Local F-4

2004 March 06

SUPPLEMENTARY LETTER #2

Mr. Rick Lewis, President
International Association of Firefighters
(I.A.F.F.) Local F4
Chalk River Laboratories (CRL)
CHALK RIVER, Ontario K0J 1J0

Dear Mr. Lewis:

The following expressions of Company intent are made at the request of the International Association of Firefighters (IAFF-F4) Local F4 and concern the clarification of matters which do not directly pertain to the current Collective Agreement covering the period of 2003 April 01 - 2008 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

IAFF-F4 shall be supplied with a copy of all hourly rate job specifications applicable to the Bargaining Unit.

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 President of the Union.

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 Union committee will be maintained to monitor on-going training, program development and implementation practices affecting I.A.A.F. members and deal with the issues specified in Article 9.

5. 24 Hour Shift Agreement

That the Company and the Union agree to explore ways of recognizing the 24 hour shift agreement within the body of the Collective Agreement so that when the Collective Agreement is to be renegotiated, a plan may be in place for language on the 24 hour shift to be placed within the new Agreement.

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

Yours sincerely,

Brad Perrin, Chairperson
AECL Negotiations Committee