

AGREEMENT

between

**CANADIAN NUCLEAR LABORATORIES
(Chalk River Laboratories)**

and

CHALK RIVER NUCLEAR SECURITY OFFICERS ASSOCIATION

for the period

2021 APRIL 01 – 2024 MARCH 31

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

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A G R E E M E N T**BETWEEN:****CANADIAN NUCLEAR LABORATORIES**

a Company incorporated pursuant to
the Atomic Energy Control Act,

hereinafter known as “the Company”

- and -

THE CHALK RIVER NUCLEAR SECURITY OFFICERS ASSOCIATION

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 supporting a safe, efficient and competitive business in world class Nuclear Science and Technology for the maximum benefit of Canada.

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

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

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

ARTICLE 1 - RECOGNITION

1.01 The Chalk River Nuclear Security Officers Union (CRNSOA) has been certified as the bargaining agent for all employees of Canadian Nuclear Laboratories, employed at its Chalk River Nuclear Laboratories classified as guard corporal and guard, excluding guard lieutenant and guard sergeant.

1.02 Part-time employees are those employees who work a portion of the standard hours for full-time bargaining unit employees.

- a) Part-time employees will be regularly scheduled for 48 hours (60%) over a two (2) week period and shall be regularly scheduled for at least two consecutive days off per week. Should there be a need to change the employee's regular schedule they will be provided with a minimum of thirty-five (35) days' notice.
- b) Hours worked in addition to the scheduled hours (up to forty (40) hours averaged over a two (2) week period) shall be paid at the regular rate, after which any hours worked will be compensated at the applicable overtime rate.
- c) Part-time employees will be paid time and one half (1.5x) for all hours worked in excess of their daily scheduled shift (i.e holdover).
- d) Part-time employees will progress on the wage grid based on all hours worked; 2040 hours shall be deemed equivalent to one-full year.
- e) Part-time employees will accrue seniority on the basis of hours worked; 2040 hours shall be deemed equivalent to one year.
- f) Part-time employees will be eligible for shift premiums for each regular hour worked on the night shift and shift turnover pay on the basis of one-half hour pay per shift for each regular shift worked.
- g) Part-time employees can be used to cover planned or unplanned absences in addition to their regularly scheduled shifts. Such shifts shall be offered at straight-time by seniority to all qualified part-time employees.
- h) Part-time employees shall not be offered overtime, until such time as all full-time officers have been offered and declined the overtime.
- i) Part-time employees will be eligible for Leave, Benefits and Pension participation in accordance with the attached Summary.
- j) No full-time continuing employee will be laid off while a part-time employee is retained in that classification. Part-time employees shall not be used to replace a full-time position (whether occupied or vacant).
- k) The Company will not regularly schedule part-time employees for back to back weekends, except in such circumstances as the PT employees are hired as "weekend only" workers.
- l) Part-time and casual employees shall not comprise more than 20% of the total workforce.

1.03 Term employees are those employees hired to carry out term assignments of up to twelve (12) months duration which require them to observe the normal work week stipulated by this Agreement and will be eligible for enrolment in Company benefit programs, but who cease to be employed when the job for which they were hired has

been completed.

An employee in this category will be excluded from accruing seniority, will not be given layoff notice and will not have recall rights.

The Unions will be given an opportunity to submit names of applicants for Company consideration to fill term positions.

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

1.05 Working conditions, benefits, leave and overtime administration for part-time and short-term employees will be as specified under SPP RCW-2.05, Part-Time, Short-Term and Student Employees (Salaried) Benefit Programs dated 1987 April. Exceptions for regular part-time employees are referenced specifically in this collective agreement.

ARTICLE 2 - 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 Corporate policy on Personnel Security Procedure (00-342 dated 1997 September 26) and the Security Policy of the Government of Canada, is a condition of employment for all employees in the bargaining unit.

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 Union 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 bargaining unit with the Union.
- (b) Hire, retire, discharge, transfer, promote, demote, suspend, layoff, or discipline employees, provided that a claim of discriminatory promotion, demotion, transfer, or a claim that an employee has been discharged or disciplined without just cause, including the extent of the penalty, may be the subject of a grievance, and dealt with in the grievance and arbitration procedures. In the interests of mutual understanding and the efficient administration of this function the Company agrees that in case of demotion, suspension, layoff or discharge, it will notify an Executive Officer of the Union, normally the President, and the Business Agent 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 Secretary of the Union sufficient copies for each member local of all Notices, Standard Policies and Procedures and amendments thereto affecting members of the Bargaining Unit, immediately as they are issued.

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.

5.04 Any references to Company policies in the Collective Agreement will be deemed to mean the versions of the policies in effect as of the date of ratification.

These policies may be updated from time to time. It is not the intent of the Company to make these policy updates in a fashion that diminishes the current rights or conditions of employment of employees.

In the event the Company wishes to update any of the policies referred to in the Collective Agreement, a copy of the proposed amendment will be sent to the Union in advance of its implementation. If the Union has concerns about the policy amendment, a meeting with the Human Resources Department will be held upon request. The Company will not unreasonably refuse a request by the Union for changes to the proposed amendment if the amendment diminishes the current rights or conditions of employment.

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 practised by any representative of the Company or the Union with respect to any employee because of the employee's participation or non-participation in Union activities.

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 their work in order to perform functions provided for in this Agreement on behalf of the Union. The Union agrees that such employees will not leave their duties without first obtaining the permission of their 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 and Union Officers and Stewards for the time spent in handling grievances of employees, to a reasonable amount of time in any week, at their regular rate of pay but this will not apply to time spent on such matters outside of their regular working hours.

6.04 Non-Employee Union Representatives on the Plant

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

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, at any one time, for the purpose of participation in training courses or attending to local Union business distant from the Plant, subject in each case to Plant conditions permitting. Requests for such leave must be made to the employee's Branch manager and should be submitted, where possible, at least two (2) weeks in advance. The request for Leave form is to be co-signed as per current practice. The absence is to be recorded.
- (b) Leave of absence without pay, for a period of up to approximately one (1) year will be granted to employees elected or appointed to a full-time Union office, provided that no more than two (2) are on such leave at any one time. Requests for one (1) year extensions during a (first) term of office will be considered, but leave without pay will in no case be granted to an employee for more than four (4) consecutive years.

6.06 Bulletin Boards

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

6.07 Protection of the Plant

If at any time the employees represented by the union 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 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 COMMITTEE

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

8.02 In accordance with the declaration The Joint Consultation Committee shall consist of three (3) representatives of the Union and representatives of the Company appointed at its discretion. A meeting will normally be held quarterly or when required by mutual agreement. The Company and the Union will agree to the agenda to be discussed based on the intent of the Article 10.02, one week prior to the scheduled meeting. Minutes of all meetings will be kept.

The Cooperative Committee shall give consideration to matters of mutual interest to the Company and the 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 & Safety Committee, which shall consider all health, and safety matters of mutual interest.

ARTICLE 9 - GRIEVANCES

9.01 Definition of Employee Grievance

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

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

- (b) Arises from alleged abuse of discretion by Company supervisors in their treatment of employees with respect to matters provided for in this Agreement; or
- (c) Alleges that the Company has discriminated in respect of promotion, demotion, transfer, or has discharged or disciplined an employee without just cause except when the discharge is for reasons of national security or when the employee concerned is not on a seniority list. In the interests of mutual understanding and efficient administration the Company agrees that in cases of demotion, suspension, layoff or discharge, it will notify an Executive Officer of the Union, normally the President, of the action taken and the reason for it.

9.02 General Grievance Regulations

- (a) The word “days” as used in this Article shall mean working days, except as otherwise provided.
- (b) The Company may request a more specific statement of a grievance or of subsequent replies if the statement or reply does not clearly and sufficiently state the problem or the reasons. The Union and Unions agree that the discussion on each grievance shall be limited to the subject specified in the written grievance as filed or as amended pursuant to the Company's request.
- (c) Grievance forms shall be provided electronically by the Company. 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.
- (d) Employee grievances alleging improper application of Article 11.01 b) or c) in a competition shall be submitted at Step 2 to the Manager of the Branch that conducted the competition, and thereafter dealt with under the Normal Employee Grievance Procedure.
- (e) Any grievance not filed in writing with the supervisor within ten (10) days after the employee and/or the Union has the opportunity to be aware of the incident, which is the basis of the grievance, shall be deemed to have been waived and shall not be considered. (Grievances relating to discharge or disciplinary suspension must be filed within five (5) days – see Article 9.04 b).
- (f)
 - (i) Failure to take any successive steps herein provided for, within the specified number of days from the day the written decision on the grievance is presented to the representative, shall be deemed as acceptance of such decision, as final.
 - (ii) Withdrawal of a grievance or failure to meet specified time limits will not bar or prejudice a subsequent grievance on a similar question.
 - (iii) If the Company representative fails to reply to a grievance within the specified time limit, at any step, the grievance may proceed to the next step.
- (g) Wage or classification adjustments granted as a result of a presentation of a grievance shall not be made retroactive beyond the date on which the grievance was filed in writing at Step 2.

- (h) The Company and the Union agree that no meeting shall last more than two (2) hours.
- (i) Any or all of the time limits applicable to grievance procedures may be extended by mutual agreement of the Union and the Company.
- (j) Grievances filed claiming harassment will be placed in abeyance pending an investigation as per the Harassment in the Workplace procedure. Such investigation shall be conducted in a reasonable timeframe.

9.03 Normal Employee Grievance Procedure

The normal employee Grievance Procedure shall be as follows:

Step 1 – Discussion of Complaint

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

Step 2 – Written Submission to Supervisor

- (a) The grievance shall be reduced to writing setting out the date of the events giving rise to the grievance, the names of any persons involved, other relevant facts and the remedial action requested. The grievance shall be signed by the employee and a Union representative and then presented to the supervisor by the Union representative.
- (b) Within ten (10) days of receipt of a grievance a meeting shall be held with the Branch manager or designate. The Branch manager or designate shall respond to the Union representative within ten (10) further days.
- (c) Within ten (10) days after the Union representative has received an answer from the Branch Manager or designate, the electronic grievance forms shall be returned to the Branch manager by the Union representative appropriately marked as satisfactory or unsatisfactory.

Step 3 – Company – Union

- (a) Should the reply in the second step be unsatisfactory to the Union, it will then refer the matter to the Union Executive, which shall decide whether to process the grievance further. If the Union Executive decides to process further, then the local Union shall, within fifteen (15) days of the date of the second step answer,

submit a request, countersigned by a member of the Union Executive, for a Company-Union meeting within twenty (20) days of the request.

- (b) The Union will be represented by the Union Executive Officers. The aggrieved employee, the employee's Union representatives as necessary and a National or International representative of the Union concerned may attend.
- (c) A written decision, addressed to the Union President, shall be made within ten (10) days after the meeting. If a local Union initiated the grievance, a copy shall also be forwarded to the Union President.
- (d) If no response is made by the Union to this decision within ten (10) days, the grievance shall be considered as settled.

9.04 Discharge and Disciplinary Suspension Grievance Regulations

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

9.05 Discharge Grievance Procedure

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

- (a) The alleged grievance shall be reduced to writing, signed by the employee, and submitted to the appropriate Human Resources representative or other designated Company representative.
- (b) A hearing shall be called by the Company. An Executive Officer of the Union and the aggrieved employee may attend. If the employee, due to conditions beyond the employee's control and through no fault of the employee, is unable to present the grievance in person, the employee's representative may act on the employee's behalf.
- (c) The Company representative will submit a written decision to the Union representative within ten (10) days after the matter is presented to the Company.
- (d) A written Union reply shall be submitted to the appropriate Human Resources representative, within ten (10) days, stating whether the decision is satisfactory or unsatisfactory.

9.06 Disciplinary Suspension Grievance Procedure

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

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

9.07 Company Grievance Procedure

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

9.08 Union or Union Grievance Procedure

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

- (a) Cannot be dealt with under Article 9.03 or 9.04 because of the inability or refusal of an employee to submit a grievance, or
- (b) Concerns employees working under different supervisors may be submitted in writing by the Union or Union at the second step and dealt with as a normal grievance.

ARTICLE 10 - ARBITRATION

10.01 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.

10.02 Wages (except as provided for in Article 19.02 b)), negotiations, modification of the Agreement, and questions not involving the application or interpretation of the Agreement shall not be arbitrable.

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

10.04 The Company or the Union, within fifteen (15) days, will notify the other party that they will submit the matter in dispute to arbitration. The parties will then meet to agree on a single arbitrator, acceptable to both parties.

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

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

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

10.08 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 9.04 d).

ARTICLE 11 - SENIORITY, PROMOTION, LAYOFF, RECALL AND TRANSFER

11.01 Governing Principles

- (a) Layoffs will be in the reverse order of seniority in the classification concerned, provided that senior employees are qualified and can perform, after a reasonable period of familiarization, the remaining work.
- (b) The skill and experience of an employee and the employee's capacity to perform the required task shall be the determining factors in all cases of appointment, promotion, transfer and the advancement of an employee to a higher classification covered by this Agreement, but when these are approximately equal, seniority within the classification will be the deciding factor.
- (c) Competitions for positions will be posted for a minimum of six (6) days. The successful candidate will be notified as soon as possible. Following receipt of acceptance, the name of the successful applicant will be posted on competition notice boards. On request, unsuccessful applicants shall have a post selection interview with a representative of the branch or organizational unit conducting the competition. First consideration will be given to internal applicants in this bargaining unit. In order to meet target group representation as specified by Canadian Human Rights Commission, after consultation with, and agreement of the Union, a competition may be limited to target group applicants. For internal competitions, a steward from the bargaining union shall be included in the interview, at the applicants' request, but shall not participate in the process.
- (d) Temporary positions will be staffed on an as required basis, not to exceed three months, from a list of qualified personnel who have indicated their interest in temporary positions from a list generated quarterly within the branch. Personnel on the list will be assigned on a rotational basis as per operational requirements, but not unreasonably withheld to the extent that an individual is disadvantaged from receiving an equal opportunity, experience and related training.
- (e) In the interest of improved productivity and greater return on training costs for people new in positions it is agreed that employees should normally remain in positions acquired through internal or external competition for a period of twelve (12) months before applying for other internal competitions. Either party may request exemption due to special circumstances. Such exemptions will be discussed with the Union and not unreasonably denied. This provision is not intended to restrict normal career development.

11.02 Seniority

(a) Effective Date

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

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

(b) Seniority Lists

- (i) A seniority list shall be maintained by the Company for all employees in the bargaining unit. The seniority of an employee shall include the employee's full period of service in the bargaining unit excluding periods while on Leave Without Pay for more than six (6) months as provided for in Supplementary Letter Item 15 – Absenteeism at the Chalk River Laboratories. Such service must be unbroken by termination except as provided for in Articles 11.03 c) and 11.04.
- (ii) The establishment or revision of seniority dates, for special cases including those raised where seniority has ceased to accrue under (i) above, will be determined by the Company, the 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 CNL employment will be deemed senior.
 - 2) An employee with the greater length of non-continuous CNL employment will be deemed senior.
 - 3) Seniority will be determined by the process of chance through the drawing of names. The respective union representative involved will be present at such drawing of names.
- (iv) The current seniority list will be made available semi-annually, on request, to the Union for classifications it represents.

11.03 Layoff

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

An employee in a classification who is designated for layoff in accordance with Article 11.01 a) will have the alternative of being laid off, or in descending order of classifications displacing an employee with less seniority in a lower wage rated classification within the family provided the employee is qualified to perform the remaining work.
- (d) An employee who is designated for layoff, but who retains seniority in a former classification in accordance with Article 11.02 c), will have the alternative of being laid off or displacing an employee with less seniority in that former classification or in descending order, a lower wage rated classification in the family provided the employee is qualified to perform the required work.
- (e) (i) In the case of a layoff in the employee's basic classification, a Lead Hand with less than one (1) years' service as a Lead Hand shall be considered to be in the employee's basic classification.
(ii) In the case of a layoff in a Lead Hand classification the seniority of employees for this purpose will be considered to include only their period of service in the Lead Hand classification.
- (f) When an employee who has bumping rights decides to exercise that right, the employee will be obligated to do so in writing within seven (7) working days of receiving layoff notice. In cases where an employee who has received layoff notice requests pension estimate information, this information will be made available within the seven (7) day period.
- (g) For the purpose of this Article, the provisions of 11.04 a) and c) will apply to an employee who is offered and elects reclassification to alternate work in lieu of layoff, and while on a recall list the employee will retain a seniority standing.

- (h) Employees who are laid off will be given their Record of Employment, wages and vacation pay owing within two (2) weeks after the last day of employment.

11.04 Recall

- (a) When an employee on a seniority list is laid off due to lack of work or suspension of operations and does not otherwise voluntarily resign, the employee shall be retained on a recall list for a period equal to the employee's seniority, but not exceeding two (2) years, unless recalled to work within that period.
- (b) While on a recall list the employee will retain a seniority standing but will not be considered as an employee for the purpose of this Agreement.
- (c) A recall list shall be maintained for each classification in which a layoff due to lack of work has occurred in the preceding two (2) years and recalls will be made from the list in order of seniority to any continuing job within that classification or to a lower wage rated classification in the family provided the employee is qualified to perform the work. Employees recalled to a lower-paying classification shall retain the right to recall in their original classification for the remainder of the original two (2) year recall period.
- (d) Notification of recall will be by registered letter to the last known address of the person concerned. If the employee does not report for work within ten (10) working days after recall, without reasonable excuse, the employee's name shall be removed from the recall list. It is the responsibility of those on recall lists to keep Human Resources informed of their current addresses.
- (e) When an employee on the recall list accepts a term assignment in their primary classification, the employee's remaining recall period will be put on hold for the duration of the term assignment.
- (f) Employees with recall rights will have first opportunity, in order of seniority, for casual and term assignments, initially in their original classification, followed by other opportunities within the Bargaining Unit, provided that they are qualified to perform the work. Acceptance or rejection of such employment offers will have no impact on an employee's recall rights or seniority rights.

11.05 Transfers

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

ARTICLE 12 - EMPLOYEE BENEFITS PLANS

12.01 Supplementary Health Insurance Coverage

The following plans, or replacement plans, known as “myBenefits” Option 1 - Base; Option 2 - Buy Different; Option 3 - Buy Down; Option 4 - Buy Up, provide coverage on a cost sharing basis, with exception of the Option 3 - Buy Down Plan, where the Employer contributes to all premium costs, excluding the Supplementary Life Benefit, to all eligible employees as applicable for the duration of this Agreement.

Option 1- Base Plan offers employees a broad level of health and dental coverage as detailed in the myBenefits booklet.

Option 2 – Buy Different Plan offers employees comparable coverage to the Base Plan, with added control over how their benefit dollars are spent, which includes a Health Care Spending Account.

Options 3 – Buy Down offers employees a basic level of coverage, designed for employees with limited health and or/dental needs.

Option 4 – Buy up Plan offers employees enhance levels of health and dental coverage, The Buy Up option costs more than the Base Plan, but provides employees with more comprehensive coverage in return.

(a) Cost Share Arrangement for all Company Paid Benefits

The Cost Share arrange for the above mentioned coverage shall be as follows:

Plan Type	Extended Health Care	Dental	LTD	Basic Life	Supplementary Life
Option 1 - Base*	ER = 75% EE = 25%	ER = 100% EE = 0%	ER = 50% EE = 50%	ER = 100% EE = 0%	ER = 1/6 Prem Cost EE = 5/6 Prem Cost
Option 2 - Buy Different**	ER = 75% EE = 25%	ER = 100% EE = 0%	ER = 50% EE = 50%	ER = 100% EE = 0%	ER = 1/6 Prem Cost EE = 5/6 Prem Cost
Option 3 - Buy Down***	ER = 100% EE = 0%	ER = 100% EE = 0%	ER = 100% EE = 0%	ER = 100% EE = 0%	ER = 0% Prem Cost EE = 100% Prem Cost
Option 4 – Buy Up ****	ER = 75% EE = 25%	ER = 100% EE = 0%	ER = 50% EE = 50%	ER = 100% EE = 0%	ER = 1/6 Prem Cost EE = 5/6 Prem Cost

- *Regular part-time employees whose work schedule is less than 80% of the full time work schedule will pay 40% of the Dental Premium Cost
- ** Regular part-time employees whose work schedule is less than 80% of the full time work schedule will pay 40% of the Dental Premium Cost
- ***Supplementary Life Insurance (SLI) is optional under the Option 3 - Buy Down Plan. Therefore employees who opt for SLI coverage will be required to pay the full cost of the monthly premium
- ****CNL’s Premium Share for Option 4 – Buy Up is based on the premium amounts as indicated in the Option 1 – Base Plan. Therefore, all premium amounts above the

level indicated in the Option 1 - Base Plan will be paid by the employee. For regular part time employees whose work schedule is less than 80% of the full time work schedule, CNL's share of the dental premium cost will not exceed the amount paid for Regular Part Time employees (<80%) as described under Option 1 – Base Plan.

(b) Extended Health Care Insurance Coverage

The Company will provide the group Extended Health Care Plan equivalent to that provided under Manulife Policy 37984, and as per the plan designs outlined in the “myBenefits” Program: Option 1 - Base; Option 2 - Buy Different; Option 3 - Buy Down: Option 4 - Buy Up.

Effective April 1, 2016 the following EHC benefit changes were made to all other “myBenefits” Options, excluding the Option 3 – Buy Down Plan:

- Remove coverage of the non life sustaining Over The Counter (OTC) Drug Benefit for the Option 1 - Base and Option 4- Buy Up Plans;
- Place an annual per person, per year maximum of \$50,000 (currently unlimited) on the Private Duty Nursing (PDN) Benefit for the Option 1 - Base and Option 4 - Buy Up Plans;
- Add a new benefit for Laser Eye Surgery, to a per person lifetime maximum of \$2,500 for Option 1 - Base, Option 2 - Buy Different and Option 4 - Buy Up plans;
- Add a new benefit for Homeopathic services to an annual per person maximum of \$200 for all plans.

12.02 Dental Insurance Plan

The Company will provide the group Dental Plan equivalent to that provided under Manulife Policy 37985, and as per the dental plan designs outlined in the myBenefits Program: Option 1 - Base; Option 2 - Buy Different; Option 3 - Buy Down: Option 4 - Buy Up.

(a) Dental Plan Changes effective 2008 April 01

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

12.03 Disability Income Protection Programs

(a) General

Sick leave is for use only where an employee is unable to work due to personal illness and/or personal medical/dental appointments. If the absence exceeds three (3) consecutive days the employee must submit a medical/dental certificate signed by the

attending physician/dentist. A maximum of six (6) days without a medical certificate is allowable during each fiscal year.

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

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

The employer will reimburse employees for any and all reasonable costs associated with securing requested or required medical certification as per current practice.

(b) Return to Work Programs

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

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

(c) Short Term Sick Leave

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

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

Employees who are absent on long-term disability benefits referred to in Article 12.05 on April 01 will not be credited with the six (6) days until the April 01 following their recovery and return to work – the credit will be six (6) days if the employee returns to work on or before October 01, three (3) days if after. Any short-term sick leave unused at the end of the leave period may be carried over to the next leave period.

12.04 Intermediate Term Sickness/Disability

Employees who have exhausted all sick leave credits under Article 12.03 will be eligible for seventy-five percent (75%) of their basic wages during necessary absences due to sickness or disability to a maximum of twenty-six (26) weeks. This benefit will be re-established after a return to normal duties of at least ten (10) consecutive days (eighty (80) scheduled shift hours worked) in the case of a recurrence of the same disability, or at least one (1) day in the case of a new disability.

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

12.05 Long-Term Disability

The Long Term Disability Plan will apply to all continuing employees hired on or after 1979 August 01, and those on strength prior to this date, who were eligible for and who elected for coverage. Upon expiration of coverage under Article 12.04 (Intermediate Term Sickness/Disability), covered employees are eligible to apply for the Long Term Disability benefits in accordance with Manulife Policy 37988. The Company will pay 50% of the premium cost of this plan, except for employees who option to participate in the Option 3 – Buy Down Plan, where the company will pay 100% of the LTD premium cost.

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

12.06 Group Life Insurance

Group Life Insurance shall be provided as follows:

- (i) The cost of the Basic Life Insurance coverage is paid by the Company and participation is compulsory. If the basic annual salary is not a multiple of \$250 the benefit is adjusted to the next higher multiple of \$250.
- (ii) The cost of the Supplementary Life Insurance coverage is shared by the Company, and the employee, and the participation in the plan is compulsory, with the exception of employees who opt to participate in the Option 3 – Buy Down Plan.
- (iii) The shared cost for the Supplementary Life Insurance coverage is 1/6 paid by the Company and 5/6 paid by the employee, except for Option 3 – Buy Down Plan where the option to participate for employees enrolled in the Option 3 – Buy Down Plan is optional, and the premium is paid 100% by the employee.
- (iv) If the basic annual salary is not a multiple of \$250 the benefit is adjusted to the next higher multiple of \$250.

- (v) Coverage for employees who elect to continue their Supplementary Life Insurance coverage upon retirement will be modified as follows for employees who retire on or after 2006 June 01:
- The \$500 paid-up benefit provision will be eliminated
 - The reduction in coverage will change from 10% for each year beyond age 60 to 10% for each year beyond age 65

ARTICLE 13 – PUBLIC SERVICE SUPERANNUATION AND RETIREMENT COMPENSATION

13.01 Employees hired before September 12, 2015 will continue to be covered by the Public Service Superannuation Act (Part I and III) until September 12, 2018 at which time 13.02 would apply. The terms of the Public Service Superannuation Act (Part I and III) are not subject to collective bargaining.

13.02 - Canadian Energy and Related Industries Pension Plan

1. The Employer agrees to enter into a Participation Agreement with the Trustees of the Canadian Energy and Related Industries Pension Plan (“CERI Plan”), with effect from January 1, 2017, in respect of employees of the Employer covered by this Collective Agreement who were hired after September 12, 2015, and as such are not eligible to participate under the Public Service Superannuation Act (“PSSA”), or who were hired prior to September 13, 2015, in respect of the period after which they cease to be eligible to participate under the PSSA. The Participation Agreement, attached hereto as Schedule A, shall be incorporated by reference in the terms of this Collective Agreement.
2. Each employee participating in the CERI Plan shall be required to contribute an amount equal to 9% of eligible pensionable earnings (“Member Contributions”) for each pay period during the term of this Collective Agreement. The Employer shall also be required to make matching contributions to the CERI Plan (“Employer Contributions”) equal to each employee’s Member Contributions for each pay period, subject to the combined Member Contributions and Employer Contributions being limited to the maximum amount permitted by the Income Tax Act (Canada), as amended.
3. Participation in the CERI Pension Plan is mandatory for full-time, regular (permanent) part-time or term (greater than six months) employees. Other part-time employees will be eligible to join the CERI Pension Plan at any time on and after satisfying the requirements of the Pension Benefits Standards Act, 1985, as amended.
4. It is further understood and agreed that for each employee hired after September 12, 2015, and employed by the Employer on the effective date of this Collective

Agreement, the Employer will make a lump-sum payment to the employee equivalent to the 9% Employer Contribution that would have been made for the period from his/her date of hire to December 31, 2016, had the employee participated in the CERI Plan, and the Employer will direct any such payments into the employee's personal Registered Retirement Savings Plans if directed to do so by the employee and assuming the employee has the contribution room as required by governing legislation.

5. "Eligible pensionable earnings" means basic remuneration received from the Employer during the plan year including base salary, lump-sum merit, continuous shift premium, 40/42 hour work premium, long-term acting pay, continuous on-call pay, responsibility premium, shift turnover premium, and any other payments deemed as pensionable in the applicable collective agreement, but excludes, pay-out of unused vacation time, overtime pay, bonuses, commissions, allowances, other special remuneration and the cash value of benefits.
6. Subject to any limits or requirements applicable under the Income Tax Act (Canada), as amended:
 - For members approved on short-term or intermediate term sick leave, Member Contributions and Employer Contributions will continue. Member Contributions and Employer Contributions will be the contribution amounts in effect immediately prior to the commencement of the sick leave (defined as the beginning of the short-term disability period).
 - For members who are receiving benefits under the Employer's Long-Term Disability (LTD) Plan, if the member elects to continue Member Contributions, Employer Contributions will be made during the period the member is in receipt of LTD benefits. Member Contributions and Employer Contributions will be the contribution amounts in effect immediately prior to the commencement of the disability (defined as the beginning of the short-term disability period).
 - Member Contributions and Employer Contributions will continue while a member is on a paid leave of absence.
 - Member Contributions and Employer Contributions will be suspended while a member is on an unpaid leave of absence.
 - For maternity, parental and other protected leave as set out in Part III of the Canada Labour Code, if the member elects to continue Member Contributions during the leave, Employer Contributions will be made during the leave (based on the pensionable earnings in effect immediately prior to the leave).
 - For a member receiving loss of earnings benefits under a workplace safety act, if the member elects to continue Member Contributions, Employer Contributions will continue.

7. The Union agrees that other than making its contributions to the CERI Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the CERI Plan, nor be responsible for providing any such benefits.
8. The Union and Employer acknowledge and agree that the Employer has no requirement to fund any solvency, wind-up or going concern deficit in the CERI Plan, but is required to contribute only that amount as required by the Collective Agreement.
9. The contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of when the pay period ends.
10. The Employer agrees to provide to the Plan, on a timely basis, the specific information which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits, including any such information required pursuant to the Pension Benefits Standards Act (1985) and Income Tax Act (Canada), both as amended.
11. The Employer agrees that an employee who may be appointed by the Union to be a Trustee or alternate Trustee of the Plan shall be entitled to attend up to three meetings of the Plan in a calendar year during work hours and shall receive pay and be credited with seniority notwithstanding his or her absence from work for that purpose.

ARTICLE 14 - COMPANY HOLIDAYS

14.01

- (a) (i) There shall be twelve (12) Company Holidays each calendar year. Except as provided for in Article 14.01 b), the Company Holidays will be observed as follows:
 - New Year's Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - August Civic Holiday
 - Labour Day
 - Thanksgiving Day

- Christmas Day
- Boxing Day

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

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

- (b) For shift employees, the Company Holidays for New Year's Day, Canada Day, Christmas Day and Boxing Day will be considered to be on January 01, July 01, December 25 and December 26 respectively when they fall on a Saturday or Sunday. In those circumstances, shift employees required to work on the corresponding holiday for day workers specified in 14.01 a) will receive normal pay for normal hours, including shift premium if applicable.
- (c) For employees hired during the year, the three (3) floating Company Holidays will be pro-rated as follows:
 - Hired before May 01,
Three (3) floating Company Holidays;
 - Hired May 01 to August 31,
Two (2) floating Company Holidays;
 - Hired September 01 to December 31,
One (1) floating Company Holiday.

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

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

14.02 Compensation for Company Holiday

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

(a) Day Employees

- (i) Day employees who are not required to work on Company Holidays will receive their normal pay for normal hours.
- (ii) Day employees who are required to work on Company Holidays will receive normal pay for normal hours as in a) (i) above in addition to overtime pay.

(b) Shift Employees

- (i) Shift employees who are on a scheduled day of rest on a Company Holiday are entitled to a full day off with pay, as per current practice 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 18.01 b) and 18.03 a) (i), and are entitled to a paid holiday at some other time which may be by way of addition to annual vacation or granted as a holiday with pay at a time convenient to the employees and the Company.
- (iii) Shift employees required to work overtime on a Company Holiday that is also a scheduled day of rest are entitled to the applicable overtime pay times both normal rate and shift premium if applicable plus one (1) alternate paid holiday as in b) (i) above.

ARTICLE 15 - VACATION WITH PAY PLAN**15.01 General Regulations**

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

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

- (g) An employee may not draw vacation pay for a period of absence for which the employee is receiving short-term or intermediate term sickness/disability benefits under Articles 12.02 or 12.03.
- (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. This provision shall not apply to those employees on authorized illness/injury compensation. This accrual limit is a combined total not an annual one. Management has the right to schedule leave as long as meaningful consultation takes place with the employee.
- (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) Subject to operational requirements, up to three (3) days vacation leave may be advanced to meet unforeseen emergency needs. An employee must have exhausted all vacation credits prior to such an advance being considered.
- (k) Each day of vacation taken by an employee will be paid at the employee's current salary for the employee's normal working hours for that day. No premium or bonuses will, however, apply.
- (l) Employees who are in dual classifications will receive vacation pay in the current vacation year based on the higher classification if they had worked in excess of forty per cent (40%) of their time in the higher classification in the preceding vacation year.
- (m) Pay for vacation taken but not earned will be recovered on termination of employment except where the termination is due to death, disability or layoff. However, with respect to layoff, once notice has been served, any days taken but not earned beyond that date would be recoverable. In the case of layoff of personnel hired to perform specific short-term work assignments, pay for vacation taken but not earned will be recovered.
- (n) One (1) day of the annual vacation leave granted may be used in minimum increments of one-half (1/2) hour.

15.02 Vacation Leave

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

- (i) New employees earn vacation leave at the rate of one and one-quarter days per month. After six (6) calendar months of service they are credited with vacation leave to the extent of the amount that they will earn to the end of the vacation year (March 31). Employees who have been rehired are credited with the period

or periods of previous CNL service for vacation purposes and will earn vacation at the appropriate rate for their total eligible CNL service in accordance with SPP RCW-2.37, Vacation Leave-Salaried Employees dated 1989 August.

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

VACATION TABLE - VACATION CREDITS

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

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

15.03 Earned Vacation Leave

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

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Special Leave

(a) General

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

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

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

(b) Death in the Family

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

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

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

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

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

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

(c) Marriage

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

(d) Birth or Adoption of Child

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

16.02 Personal Business Day

On April 01 of each fiscal year, one full shift (equal to the length of the shift normally worked by the Employee at that time) 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.

16.03 Court Leave

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

16.04 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.

16.05 Medical Examinations

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

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

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

16.06 Maternity, Child Care and Adoption Leave

Eligible employees shall be granted maternity, parental, child care or adoption leave in accordance with the provisions of CW-510300-PRO-213 dated 2005 August. It is understood that all applicable legislated provisions will apply, also these will apply during a labour dispute or while on Layoff.

(i) Supplementary Benefit to Maternity Leave

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

(ii) Supplementary Benefit to Parental Leave

The Company will provide a supplement to the EI parental benefit up to a maximum period of thirty five (35) weeks to those employees who are eligible for parental leave under the provisions of CW-510300-PRO-213 date and who qualify for EI parental benefits. An employee on approved parental leave that was not preceded by a period of maternity leave must submit the first EI stub as proof of eligibility to receive the EI benefit. In order to be eligible to receive and retain the Supplementary Benefit, the employee must return to work for a period of at least six continuous months following the approved leave period. If the employee terminates prior to completing the full six months, the Supplementary Benefit must be paid back on a pro-rated basis.

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

- (a) For each week of the two week waiting period, the Company will pay an amount equal to 93% of the employee's normal weekly salary;
- (b) For the period following the waiting period, the Company will pay an amount equal to the difference between the EI weekly parental benefit and 75% of the employee's normal weekly salary; and
- (c) For employees who are not required to satisfy a two-week waiting period prior to receiving EI parental benefits, the Supplementary Benefit payment will be an amount equal to the difference between the EI weekly parental benefit and 75% of the employee's normal weekly salary.
- (d) For employees selecting the Parental Leave extended duration option of up to sixty-one (61) weeks, for the period following the waiting period in which the employee is in receipt of EI Parental Benefits, the company will calculate the total supplementary amount payable under the standard duration option and pay out this total benefit amount in equal increments over the sixty-one (61) week extended duration period.

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

ARTICLE 17 – HOURS OF WORK

17.01 Workweek

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

17.02 Rest Periods

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

17.03 Alternate Work Schedules

Notwithstanding any reference to commencement/departure times in Article 17.05, 17.06 and 17.07, the parties recognize the need for flexibility with regards to commencement/departure times when it can be demonstrated that increased

operational efficiency and cost-effectiveness would occur. It is understood that the nature of the work may prohibit the participation of some employees in alternate work schedules to ensure that safety or the overall efficiency of the site is not adversely affected. To that end, the following alternative work schedules may be used:

- (a) Changes in commencement/departure times schedules by supervision, will not exceed two (2) hours, will be discussed by the parties a week in advance and will be in effect for a week or more, unless otherwise agreed.
- (b) Employees may request to reschedule the standard day as defined in Article 17.05 b) by up to two (2) hours subject to approval by supervision. Such requests will not be unreasonably withheld.

17.04 Time Banking

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

The bank time list shall be supplied to the Union when requested.

Any banked time carried over to the next fiscal year will count towards the forty (40) hour maximum for that year.

Employees must use banked time before June 30th of the fiscal year after which it was earned. Management has the right to schedule leave as long as meaningful consultation takes place with the employee.

17.05 8-Hour Day Employees

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

17.06 10-Hour Day Employees

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

17.07 Shift Employees

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

ARTICLE 18 - OVERTIME

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

18.02 Day Employees

The following provisions are subject to 20.01 b) above:

(a) Work on Regular Days of Rest

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

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

(b) Work on Company Holidays

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

(c) Working During #1 and #3 Shifts

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

18.03 Shift Employees

(a) The following provisions are subject to 18.01 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.

Mutual exchanges may only occur between employees in the same classification. Mutual exchanges will be limited to a maximum of six (6) shifts per year.

18.04 Pre-arranged Overtime

- (a) Where an employee by advance arrangement returns for overtime work before the employee's normal starting time, the employee shall receive a minimum of four (4) hours at time and one-half provided the employee does not continue into the employee's normal work period. The employee will be required to provide and pay for the employee's own transportation when on overtime assignments, except when the overtime worked is immediately after the regular working hours of the employee and the employee was not advised of the overtime prior to the start of the work period.
- (b) In the event that pre-arranged overtime is cancelled within twenty-four (24) hours of the planned activity start time, the employee that would have conducted the overtime activity shall receive either four (4) hours at time and one-half or an amount equal to the length of the scheduled overtime assignment at time and one-half, whichever is lesser.
- (c) The determination of who shall move from days to rotating shifts on April 1st of each year shall be determined on the basis of expressed interest and seniority.

18.05 Callouts

An employee who has completed a regular work period and gone home, if called in for extra service before the employee's next regular work period, shall receive a minimum of five (5) hours at time and one-half. Where the employee commences work less than five (5) hours in advance of the employee's regular work period and continues without break into that period, the employee shall be paid for the five (5) hours following the start of the callout at the rate of time and one-half. Overtime premium paid as the result of the work extending into the employee's regular work period will be paid at the applicable overtime rate only; i.e. If the employee works two (2) hours into their regular work period the payment is the applicable overtime rate but not overtime plus regular time. Provided, however, that if an employee is entitled to be paid double time for some or all of the work performed prior to the employee's regular work period then the employee shall be so paid for such work but the balance of the five (5) hour period will be paid at time and one-half.

18.06 Meals

- (a) An employee will be entitled to take a thirty (30) minute meal period which will be paid at the applicable overtime rate when the employee has been scheduled to work more than ninety (90) minutes and that extends into a normal meal period. An employee who qualifies for a meal will have \$13.00 added to the employee's time sheet.
- (b) Employees working overtime shall have 12.00 added to their time sheet and paid for a one-half hour meal period at intervals of five (5) hours beyond the end of the last previously assigned overtime meal period.
- (c) However, if an employee is unable to have a meal due to the urgency or location of the work, the employee shall receive an additional one-half hour at the employee's base rate of pay, plus the \$13.00 meal allowance.
- (d) Employees working off-site will be eligible for coverage under the Company Wide Travel Procedure.
- (e) Notwithstanding a) above, a meal allowance will not be provided for pre-arranged overtime on days of rest unless the work extends into a second or subsequent meal period.

18.07 Distribution of Overtime

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

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

18.08 Travelling To and From Outside Assignments

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

- (a) On a day that is not the employee's day of rest the employee shall in addition to the employee's normal wages be compensated at the employee's regular rate for

any travel time outside the employee’s normal hours to a maximum of six (6) hours.

- (b) On the employee(s) day(s) of rest the employee shall be compensated at the applicable overtime rate for time worked if less than eight (8) hours and at the standard overtime rate for travel time to a combined maximum of eight (8) hours. For any additional time spent in travel in these circumstances, the employee will be compensated at the employee’s regular rate to a maximum of six (6) hours.
- (c) If time worked exceeds eight (8) hours, the employee will be paid at the applicable overtime rate for such time worked and, if this is less than fourteen (14) hours, at the employee’s regular rate for additional time spent in travel to a combined maximum of fourteen (14) hours.
- (d) Assignments in the local area (Pembroke to Rolphton and points between) do not constitute travel for the purpose of travel time.

18.09 Conventions

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

ARTICLE 19 - SALARIES

19.01 Rate of Pay

The salaries which shall be paid during this Agreement for each grouping and each classification are set out in the Salary Table page 43.

The Company agrees to increase all job classifications within the Collective Agreement as follows:

3 year agreement			
Salary			
	2021-04-01	2022-04-01	2023-04-01
Scale Increase	3.5 %	3.5%	3.5%

19.02 Classification Grouping

- (a) The parties agree that as 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 9 and 10.
- (d) No Employee's salary shall be changed to a lower salary as a result of review under this Article.
- (e) For the purpose of this Article an Arbitrator shall have the power to decide the matters hereinafter enumerated:
 - (i) Whether or not there has been substantial change, and if so,
 - (ii) In which group a substantially changed classification shall be slotted on the basis of the relationship it bears to other classifications in the group structure;
 - (iii) Whether or not a new classification has been correctly slotted; and if not,
 - (iv) The group in which it should be slotted on the basis of the relationship it bears to other classifications in the grouping structure.

19.03 Evening and Night Shift Differentials

An additional \$0.86 per hour shall be paid to shift employees for each hour worked during the #3 (evening) shift, and \$1.04 per hour for the #1 (night) shift.

19.04 Premium for Scheduled Saturday and Sunday Shift Work

- (a) An additional \$1.07 per hour shall be paid to shift employees for each scheduled hour worked on Saturdays, as well as evening or night shift differentials, where applicable. An additional \$2.60 per hour shall be paid to shift employees for each scheduled hour worked on Sundays, as well as evening or night shift differentials, where applicable.
- (b) A shift employee who works a Saturday or Sunday shift following a short change shall be paid the appropriate premium and one and one-half times both the employee's normal rate and the shift differential (if any).

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

19.05 Off-Site Assignment

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

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

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

19.06 Lead Hand Rates

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

19.07 Security Officer and Security Officer – Trainee Progression

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

Employees who have completed their formal training program shall have their salary advanced by one step within the Security Officer range. Upon successful completion of the Formal Security Officer Training Program, Officers hired, after date of ratification, will progress through the salary progression stages as indicated in the salary tables at the back of the agreement until they reach the top step provided the employee's job requirements are performed satisfactorily.

The Dedicated Control Room Operators will be required to maintain their basic Nuclear Security Officer qualifications as per the Nuclear Security Regulatory requirements.

19.08 Mandatory Training

Each year five (5) cycles of training will be designated as mandatory for attendance. The mandatory training cycles shall be identified by March 15th of each year. Following initial vacation selection which occurs in April of each year, requests for vacation during mandatory training weeks will not be approved.

19.09 Payment for Work Within Dual Classifications

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

19.10 Limitation on Payment of Premium Rates

Where an employee qualifies for payment at premium rates under more than one (1) provision of this Agreement, the employee shall be paid under one (1) provision only – that which provides the higher rate – and shall receive no additional compensation in respect to other provisions, except as specifically provided for in this Agreement.

19.11 Payment of Wages

Wages of employees shall be paid every second Thursday through a direct deposit into an authorized employee account. Pay deposit statements will be made available on the day of payment.

19.12 Acting Pay

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

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

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

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

19.13 Shift Turnover

Employees eligible for Shift Turnover are Dedicated Control Room Operators, Nuclear Security Officers and Nuclear Response Force – Security Officers who are required to gear-up and down at the beginning and end of every shift. These employees will have

their basic salary increased as outlined below for the duration of their shift assignment.

Effective April 1, 2022, for those on strength date of ratification

Schedule	Dedicated Control Room Operator	Nuclear Security Officer (NSO)	Nuclear Response Security Officer (NRF)
8 hour Shift Schedule	n/a	\$3850 per year	\$4870 per year
10 hour Shift Schedule	n/a	\$3100 per year	\$3580 per year
12 hour Shift Schedule (4 Shift Rotation)	\$1280 per year	n/a	n/a
12 hour Shift Schedule (5 Shift Rotation)	n/a	\$2570 per year	\$3210 per year

NOTE: The above premiums are based on the requirement for a pre-shift brief and the requirement to gear up and down.

Effective April 1, 2023, for those on strength date of ratification

Schedule	Dedicated Control Room Operator	Nuclear Security Officer (NSO)	Nuclear Response Security Officer (NRF)
8 hour Shift Schedule	n/a	\$3990 per year	\$5040 per year
10 hour Shift Schedule	n/a	\$3210 per year	\$3990 per year
12 hour Shift Schedule (4 Shift Rotation)	\$1330 per year	n/a	n/a
12 hour Shift Schedule (5 Shift Rotation)	n/a	\$2660 per year	\$3320 per year

NOTE: The above premiums are based on the requirement for a pre-shift brief and the requirement to gear up and down.

ARTICLE 20 - SHIFT WORK

20.01 Limitations on Scheduling of Shifts

- (a) No double shifts shall be scheduled.
- (b) Split shifts will be avoided insofar as possible, when such are necessary the shift schedule will be determined jointly by the Company and the member Union concerned.
- (c) Steady evening and/or night shifts shall be avoided insofar as possible, but when such schedules are necessary, the employees concerned shall be entitled to rotation every four (4) weeks.

20.02 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.

20.03 Short Change Premium

(a) Application

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

(b) Limitation of Application

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

ARTICLE 21 - TERMINATION COMPENSATION

Effective date of ratification Articles 21.04 and 21.05 are deleted from the collective agreement and accrual of termination compensation ceases.

21.01 General

- (a) Terminating employees will be compensated for all earned but unused vacation, personal business days and floating holidays within the two (2) weeks after the

last day of employment. All leave used in excess of that earned will be recovered, unless the termination is due to death, disability or layoff. However, days used after notification of layoff, in excess of earned entitlements, will be recovered.

- (b) For the purpose of this Article, one (1) week's pay is defined as the employee's annual base salary divided by 52.
- (c) Compensation on termination, for reasons other than dismissal or abandonment of position, will be as follows:

21.02 Death

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

21.03 Layoff

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

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

21.04 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 21.05, 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.

21.05 Retirement

An employee who on retirement is entitled to an immediate annuity, or is entitled to an immediate annual allowance, under the Public Service Superannuation Act will be paid an amount equal to one (1) week's pay for each completed year of continuous service,

less any period of service in respect to which the employee was previously granted severance pay, up to a maximum of thirty (30) weeks' pay.

***Implementation of removal of 21.04 and 21.05 described as:**

21.06 Voluntary (Retirement or Resignation) Termination Compensation Eligibility

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

Terms of Payment

21.07 Options

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

- (a) As a single payment at the rate of pay of the employee's current position as March 31, 2012, or
- (b) As a single payment at the time of the employee's termination of employment from Canadian Nuclear Laboratories, based on the rate of pay of the employee's current position at the date of termination of employment from Canadian Nuclear Laboratories, or
- (c) As a combination of (a) and (b).

21.08 Selection of Option

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 21.07(c) must specify the number of complete weeks to be paid out pursuant to 21.07(a) and the remainder to be paid out pursuant to 21.07(b).

- (d) An employee who does not make a selection under 21.07 will be deemed to have chosen option 21.07(b).

ARTICLE 22 – UNION SECURITY

22.01 Deductions from Wages

- (a) 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. The Company will not collect arrears of Union dues in excess of three (3) months, except in the case of an employee being transferred from one union to another and the deductions of the Union dues are not made, or not made to the proper Union.
- (b) The Company will remit the sum deducted, together with a list of the employees from whom deductions have been made, to 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. 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 Union.

22.02 New Employees

Each new employee on reporting for duty will be:

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

ARTICLE 23 - TECHNOLOGICAL CHANGE

The Company will notify the Union in writing in accordance with the Canada Labour Code before introducing new equipment, processes or methods which are likely to necessitate the layoff or transfer of a significant number of employees. The parties will meet to discuss the proposed changes and work together to minimize any resulting adverse effects on members of the Bargaining Unit, through retraining or other such

means as may be feasible and appropriate to the circumstances. Such discussion will include to the extent possible, the nature of the changes, the schedule of implementation, and the number and type of employees likely to be affected.

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

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

ARTICLE 24 – PERFORMANCE REVIEW

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 review form and to sign the document at the conclusion of the discussion to indicate that its contents have been understood. Within a reasonable time (normally one (1) week), the employee may add written comments to accompany the document.

Any disputed comments shall be subject to the grievance procedure.

ARTICLE 25 – ON-CALL

The Company recognizes the importance of minimizing the disruption in the private lives of such employees outside normal working hours and will make reasonable efforts to minimize such occurrences.

- (i) Employees designated to be on-call must be available, via pager, cell-phone, telephone or similar communications medium. An employee in receipt of the on-call premium must respond by telephone within thirty (30) minutes of being contacted and must be able to report physically to the workplace within ninety (90) minutes, fit for duty. On-Call will be assigned on an equitable basis amongst employees qualified to conduct the work with first preference being given to volunteers.
- (ii) Employees who are required to be on-call outside standard work hours shall be paid an on-call premium of \$30 for each 24 hour period.
- (iii) An on-call assignment for an individual shall be for a minimum of one week (7 days), on-call assignments may not exceed 174 days per year. The number of employee's on-call and a rotation schedule for on-call coverage will be developed by mutual agreement between the Company and the Union.

- (iv) Employees on-call will be entitled to additional compensation as follows:
- (a) 1 hour overtime per day at the applicable overtime rate for all telephone responses or if it is necessary for the employee to report physically for duty, Article 18.05 Call-Outs will apply.

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

ARTICLE 26 – 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.

- The Union will be given an opportunity to submit names of applicants for Company consideration to fill casual positions.
- Casual employees will not work overtime when full-time employees are available and willing to work.
- Casual staff can be called in to fill a vacant day shift Monday to Friday.
- Casual staff will only be used to fill a vacant night or weekend shift if there are no full time members of the bargaining unit who are available to fill the vacant shift.
- 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 Union from the first day worked by an externally recruited casual employee.
- Casual employees will be eligible for up to one (1) month of continuous active employment. Extensions will only be by mutual agreement.
- Casual employees will be excluded from accruing seniority, will not be given layoff notice and will not have recall rights.
- Casual employees will not be eligible for enrolment in Company benefit programs. They are eligible for coverage under the Workers' Compensation Act and will receive vacation pay at the rate of four per cent (4%) of earnings payable on each respective pay. Statutory Company holidays will be paid consistent with the regulations of the Canada Labour Code.

- The maximum number of “casual” employees employed at CRL at any one time will be twenty per cent (20%) of the present number of Security Officers.
- Casual Employees may be scheduled for a minimum four (4) hour shift.

Exceptions to these percentages would only be by mutual agreement.

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

Casual employees may be used for shipments that do not exceed twelve (12) hours. Should the shipment be completed in a short time period, casual employees will be compensated for the full twelve (12) hours.

ARTICLE 27 - DURATION AND AMENDMENT OF AGREEMENT

27.01 This Agreement and the Supplementary Letters thereto dated May 9, 2012 which forms part of the Agreement, when signed by the parties hereto, shall become effective on Date of Ratification, except as otherwise specified herein, and shall remain in full force and effect until 2021 March 31 and from year to year thereafter, unless amended or terminated in the manner herein provided.

27.02 Retroactivity

Any retroactive payments shall be paid to all eligible employees within sixty (60) days of the ratification of this agreement.

With respect to the salary range increase effective April 1, 2021 and April 1, 2022 salaries will be increased by 3.50%, effective April 1, 2021, 3.5% April 1, 2022 and 3.5% April 1, 2023

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

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

27.04 Essential Service Recognition

(a) The parties acknowledge that the work performed by members of the Union's bargaining unit is essential to the safe operation of the Plant and the public safety and that any interruption in the provision of that work would be injurious and unsafe. Therefore, in the event that the parties are unable to successfully negotiate and execute a collective agreement, either party may request that outstanding matters be referred to binding arbitration, providing the following have occurred.

- (i) Notice of Dispute, as stipulated in Section 71 of the Canada Labour Code, has been filed and,
- (ii) The Conciliation Officer appointed by the Ministry of Labour has reported pursuant to the provisions of the Canada Labour Code that the parties were unable to resolve all outstanding issues.

(b) The referral to arbitration shall be made in the following manner:

- (i) The Company or the Union will notify the other party of its intention to submit all outstanding issues to arbitration. The parties will meet, or otherwise communicate, to agree on a single arbitrator acceptable to both parties.
- (ii) In the event of a failure to agree on the selection of an arbitrator, the matter shall be referred to the Minister of Labour of the Government of Canada, with the request that the Minister appoint the arbitrator.
- (iii) The cost of the arbitration shall be shared equally by both parties.
- (iv) The decision of the arbitrator will be final and binding on both parties.

27.06 IN WITNESS WHEREOF the parties hereto have, this ____ day of _____, 2024 executed this Agreement by the hands of their proper officers.

**ON BEHALF OF CANADIAN
NUCLEAR LABORATORIES**

**ON BEHALF OF THE CHALK RIVER
NUCLEAR SECURITY OFFICERS
ASSOCIATION**

Ian Fidler

James Blackmore

Scott Lampman

Will Graydon

Charlene Nero

Angela Kuehl

Sarah Epps

Security Officer Progression Table				
2021 April 01				
Classification	Level	Time in Level	Point Value/Step #	Rate
Corporal	LH		1	\$97,160
Security Officer • - NRF	NRF		1	\$92,060
Security Officer • - NRF Trainee	NRFT 2	6 months	2	\$79,880
Security Officer • - NRF Trainee	NRFT 1	6 months	1	\$76,890
Security Officer	SO		3	\$76,190
Security Officer	SO 2	3 months	2	\$73,430
Security Officer	SO 1	3 months	1	\$70,750
Security Officer Trainee	SOT 3	6 months	3	\$64,260
Security Officer Trainee	SOT 2	6 months	2	\$61,480
Security Officer Trainee	SOT 1	6 months	1	\$58,810
Security Officer • - NRF Qualified not Assigned	NRF N		1	\$82,840
Dedicated Control Room Operator	DCRO		1	\$82,840
Notes:				
1. Progression to the next level also encompasses satisfactory completion of training at the current level. It is anticipated that the training will be completed in the time period indicated in the table.				

Security Officer Progression Table				
2022 April 01				
Classification	Level	Time in Level	Point Value/Step #	Rate
Corporal	LH		1	\$100,560
Security Officer • - NRF	NRF		1	\$95,280
Security Officer • - NRF Trainee	NRFT 2	6 months	2	\$82,680
Security Officer • - NRF Trainee	NRFT 1	6 months	1	\$79,580
Security Officer	SO		3	\$78,860
Security Officer	SO 2	3 months	2	\$76,000
Security Officer	SO 1	3 months	1	\$73,230
Security Officer Trainee	SOT 3	6 months	3	\$66,510
Security Officer Trainee	SOT 2	6 months	2	\$63,630
Security Officer Trainee	SOT 1	6 months	1	\$60,870
Security Officer • - NRF Qualified not Assigned	NRF N		1	\$85,740
Dedicated Control Room Operator	DCRO		1	\$85,740
Notes:				
<p>1. Progression to the next level also encompasses satisfactory completion of training at the current level. It is anticipated that the training will be completed in the time period indicated in the table.</p> <p>2. Effective April 1, 2022, for those on strength as of the date of ratification, a Service Premium is applied as follows:</p> <ul style="list-style-type: none"> - 8+ years of service = 3% premium - 17 years of service = 6% premium <ul style="list-style-type: none"> - Repeat Calculation outlined above but replace percentage value to 6% (0.06) - 23 years of service = 9% premium. <ul style="list-style-type: none"> ▪ Service Premiums are calculated based on Union seniority date. 				
Security Officer Progression Table				

2023 April 01				
Classification	Level	Time in Level	Point Value/Step #	Rate
Corporal	LH		1	\$104,080
Security Officer • - NRF	NRF		1	\$98,610
Security Officer • - NRF Trainee	NRFT 2	6 months	2	\$85,570
Security Officer • - NRF Trainee	NRFT 1	6 months	1	\$82,370
Security Officer	SO		3	\$81,620
Security Officer	SO 2	3 months	2	\$78,660
Security Officer	SO 1	3 months	1	\$75,790
Security Officer Trainee	SOT 3	6 months	3	\$68,840
Security Officer Trainee	SOT 2	6 months	2	\$65,860
Security Officer Trainee	SOT 1	6 months	1	\$63,000
Security Officer • - NRF Qualified not Assigned	NRF N		1	\$88,740
Dedicated Control Room Operator	DCRO		1	\$88,740
Notes:				
<p>1. Progression to the next level also encompasses satisfactory completion of training at the current level. It is anticipated that the training will be completed in the time period indicated in the table.</p> <p>2. Effective April 1, 2022, for those on strength as of the date of ratification, a Service Premium is applied as follows:</p> <ul style="list-style-type: none"> - 8+ years of service = 3% premium - 17 years of service = 6% premium <ul style="list-style-type: none"> - Repeat Calculation outlined above but replace percentage value to 6% (0.06) - 23 years of service = 9% premium. <ul style="list-style-type: none"> - Service Premiums are calculated based on Union seniority date. 				

SalaryTable Footnotes

- (i) An employee who is scheduled to work on a continuous rotating shift schedule for a minimum of six (6) months will have his/her basic salary increased to cover their shift assignment by \$3300 as of date of ratification.

Such employees will not be eligible to receive shift and weekend premiums as defined in Articles 19.03 and 19.04.

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

APPENDIX “A” CHALK RIVER NUCLEAR SECURITY OFFICERS ASSOCIATION 10-HOUR DAY AGREEMENT

The Company and the Union agree that, the following conditions shall apply to employees designated to work ten (10) hours per day and four (4) days per week. This will include casual employees assigned to work a 12-hour shift. All other provisions of the Collective Agreement remain in full force and effect.

It is further agreed that, should the following conditions create unacceptable operational difficulties, the Company reserves the right to terminate this agreement and implement an “eight (8) hour per day split-shift schedule” as envisaged by Article 17.05 b) of the current Collective Agreement. Input will be considered from the Union prior to such a change being implemented.

In view of the above, the Company and the Union agree to amend the administration of the said Collective Agreement as follows;

1. ARTICLE 9 – GRIEVANCES

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

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

2. ARTICLE 12 – EMPLOYEE BENEFITS PLANS

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

12.03 (a) – Disability Income Protection Programs

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

12.03 (c) - Short Term Sick Leave

Employees shall have their accrued days of sick leave credits converted to hours by multiplying the number of days by eight (8) hours per day. A full shift absent will then constitute a reduction of ten (10) hours of accumulated credits. Employees may elect to use such credits in minimum increments of one-half hour for medical/dental appointments. When an employee ceases to be covered by this Agreement, the employee’s credits will be converted to days by dividing the hours of sick leave credits by eight (8) and rounding to the nearest half day.

3. ARTICLE 14 – COMPANY HOLIDAYS

14.01 (a)(i)

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

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

14.02 – Compensation for Company Holidays

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

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

4. ARTICLE 15 – VACATION WITH PAY PLAN

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

15.01 – General Regulations

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

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

15.02 – Compensation for Vacation

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

5. ARTICLE 16 – LEAVE OF ABSENCE

16.01 – Special Leave

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

16.01 (b) – Death in the Family

16.01 (d) – Birth or Adoption of Child

16.01 (c) – Marriage

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

16.02 – Personal Business Day

One (1) full shift (equal to the length of the shift normally worked by the Employee at that time) paid leave per fiscal year will be credited to employees for use in personal or special circumstances.

6. ARTICLE 17 – HOURS OF WORK

17.06 – 10-Hour Day Employees

- a) The regular workweek shall be forty (40) hours, consisting of four (4), ten (10) hour days as assigned between Monday and Friday. In addition, for all employees (excluding Security Officers) a lunch period of one (1) half hour will be provided.
- b) The ten (10) hour day schedules for Security Officers will be as follows:
 - Security Officer - 6:30 a.m. to 4:30 p.m. **or**
 - 7:30 a.m. to 5:30 p.m.

7. SALARY TABLE

As per the Collective Agreement.

8. MISCELLANEOUS

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

APPENDIX “B” CHALK RIVER NUCLEAR SECURITY OFFICERS ASSOCIATION 12-HOUR SHIFT AGREEMENT

The Company **and** the Union agree that the following conditions shall apply to employees designated for twelve (12) hour shifts. This will include casual employees assigned to work a 12-hour shift. All other provisions of the Collective Agreement remain in full force and effect.

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

1. ARTICLE 9 – GRIEVANCES

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

2. ARTICLE 12 – EMPLOYEE BENEFITS PLANS

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

12.03 (a) – Disability Income Protection Programs

The benefit level remains as specified under Article 12.03, however a claim for benefits will be made only if the period of absence would have resulted in a loss of earnings.

12.03 (c) – Short Term Sick Leave

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

3. ARTICLE 14 – COMPANY HOLIDAYS

Company Holidays will be deemed to commence at 7:05/8:05 a.m. on the calendar day specified in Article 14.01 of the Collective Agreement and last until 7:05/8:05 a.m. the following calendar day.

14.01 (a) (i)

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

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

14.02 – Compensation for Company Holidays

(b)

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

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

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

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

4. ARTICLE 15 – VACATION WITH PAY PLAN

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

Carry-over of vacation credits as specified in Article 15.01 h) will be based on eight (8) hour day equivalents.

5. ARTICLE 16 – LEAVE OF ABSENCE

16.01 – Special Leave

b) Death in the Family

Employees will be granted full twelve (12) hour shift absences for each day of special leave entitled to under 16.01 b).

c) Marriage

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

d) Birth or Adoption of Child

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

16.02 – Personal Business Day

One (1) full shift (equal to the length of the shift normally worked by the Employee at that time) paid leave per fiscal year will be credited to employees for use in personal or special circumstances.

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

16.03 – Court Leave; 16.04 – Veteran's Examinations

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

6. ARTICLE 17 – HOURS OF WORK

17.01 Workweek

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

17.07 – Shift Employees

- (i) Employees shall work a schedule which provides an average of forty (40) hours per week over each full six (6) week period. To attain the forty (40) hour average, each employee will be assigned an extra day off during each six (6) week period (not specified on the schedule). It is understood that such extra days off will not fall on Friday #1 shift, Saturdays, Sundays or Company Holidays insofar as they can be avoided.

- The #1 (night) shift shall commence at 7:05/8:05 p.m. and end at 7:05/8:05 a.m. the following calendar day.
- The #2 (day) shift shall commence at 7:05/8:05 a.m. and end at 7:05/8:05 p.m. the same calendar day.

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

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

7. ARTICLE 18 – OVERTIME

18.01 – General

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

18.03 – Shift Employees

- i) All work performed on scheduled days of rest shall be paid at the rate of time and one-half both normal rate and shift premium subject to Articles 18.01 and 14.02 as modified above.
- ii) Holdovers will be limited to four (4) hours beyond the end of a normally scheduled shift. Payment for overtime so worked will be at the rate of time and one-half both normal rate and shift premium if applicable, subject to Article 18.01 as modified above and Article 18.03 a) (iii) of the Collective Agreement.
- iii) Mutual exchanges will be subject to supervisory approval as outlined in Article 18.03 b) of the Collective Agreement, and will be limited to:
 - Shift exchanges with employees, of the same classification, who will not be on standby on the date of the proposed exchange, and
 - Shift exchanges which will not result in either employee working on more than four (4) consecutive days, or working two (2) or more consecutive shifts.
 - Mutual exchanges will be limited to a maximum of six (6) shifts per year.

18.04 – Pre-arranged Overtime Before Normal Starting Time

18.05 – Callouts

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

18.06 – Meals

A meal allowance will not be provided for pre-arranged overtime on days of rest unless the work extends into a second or subsequent meal period.

18.07 – Distribution of Overtime

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

Employees on standby will be assigned any overtime that arises within 12 hours of the shift, that the Company wishes to fill, prior to any other employee being offered the overtime.

18.08 – Travelling to and from Outside Assignments

Employees sent to training courses external to CRL will have pay maintained (twelve (12) hours pay at normal rates excluding premiums) for regularly scheduled shifts missed for this reason. No payment will be made for time so spent on days of rest other than while the employee(s) is/are travelling to/from such a course on a day of rest, which will be paid in accordance with Article 18.08.

8. ARTICLE 19 – SALARIES

Shift Differential for Continuous Rotating Shifts

Employees who are scheduled to work on a continuous rotating shift schedule for a minimum of six (6) months will have their basic salary increased by the amount specified in the current Collective Agreement while they are so scheduled. Such employees will not be eligible to receive shift and weekend premiums as defined in Articles 19.03 and 19.04.

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

19.03 – Shift Differential

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

19.04 – Premium for Scheduled Saturday and Sunday Shift Work

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

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

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

9. ARTICLE 20 – SHIFT WORK

20.03 – Short Change Premium

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

10. STANDBY DUTY

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

Overtime payment in accordance with the provisions of this Agreement will apply for overtime hours worked as shift relief. Employees required to be on Stand-by shall be paid at the rate of sixty dollars (\$60.00) for each day they are required to be on Stand-by.

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

11. MISCELLANEOUS

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

SUPPLEMENTARY LETTER A**HUMAN RESOURCES**

Employee Relations

2018 January 26

Mr. Phil Touchette, President
Chalk River Nuclear Security Officers Association
Chalk River Laboratories
Canadian Nuclear Laboratories
Chalk River, Ontario K0J 1J0

Dear Mr. Touchette:

This is to record agreement between Canadian Nuclear Laboratories and the Chalk River Nuclear Security Officers Association on matters which are supplementary to the Collective Agreement covering the period 2006 April 01 to 2011 March 31.

1. Grievance and Arbitration

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

2. Joint Problem Solving

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

3. Performance of Work by Supervisory and Salaried Staff

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

4. Contracting Out

It is the intention of the parties to operate in the most cost-effective manner possible while meeting customer expectations for quality and service and employee's

expectations of fair treatment. The Union and the Company will jointly establish the basis for comparing the quality, responsiveness and cost of internal and external suppliers and agree to work together through training and productivity initiatives to ensure that the internal service providers become the preferred source of supply.

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

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

If any dispute arises with respect to this policy, the matter will be discussed forthwith by representatives of the Company and 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 9, commencing at the third step.

5. Company-Wide Benefits Review Committee

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

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

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

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

6. Outside Assignments

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

7. Progression

Failure to pass any qualifying stage referred to in Article 19.07 will be thoroughly discussed between the employee (and a Union representative, if the employee so wishes) and the employee's supervision, with a view to improving the employee's

performance. The employee will then be allowed to be re-examined for this stage once during the six (6) month period following the failure at a mutually agreed time. However, for the final qualifying stage, one additional attempt at qualifying will be allowed at a mutually agreed-upon time during the six (6) month period following the initial failure.

8. Compensation for Work- Related Injury or Illness (effective 1986 January 01)

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

9. Joint Productivity Undertaking

The Company and 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 attempt to resolve issues relating to the assignment of work.

10. 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.

11. Issue of Uniforms to Security Officers

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

1. The uniform committee will be comprised of bargaining unit personnel and management and will meet as required.
2. An initial uniform issue will be made to Security Officers following hire.
3. Replacement uniforms or portions thereof will be issued on an “as required” basis. The spring/fall jacket will be issued to every Security Officer on an “as required” basis but no more often than every fifth (5th) year.
4. The winter jacket will be issued on an “as required” basis but no more often than every sixth (6th) year.
5. Suitable outerwear for inclement weather will be made available.
6. In the event that the spring / fall or winter jacket or any other issued portion of the uniform becomes damaged through the normal course of operations, the employer will repair or replace the damaged uniform and provide alternative uniforms while said repairs are being completed.

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

12. Maternity Leave

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

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

13. Overtime of One Hour or Less

With reference to Article 20.01 d), in situations where the regular work day routinely requires overtime of less than one (1) hour, this overtime will be accumulated during a pay period and paid at the applicable overtime rate to the nearest half hour.

14. 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 12.04, Human Resources, an occupational health representative, the employee and the Union will discuss the conditions upon which the full Intermediate Term Sickness/Disability benefit would be re-established. There is no intention to reduce the original entitlement of twenty-six weeks of benefit.

15. Security Officer Fitness Testing

The company will schedule regular physical fitness testing to bargaining unit Security Officers in both NSO and NRF Classifications in May/June and November/December of each year. Employees will be given thirty (30) days notice of the specific date and location of such testing. In the event of a required retest, the Company will follow the regulatory standard requirements.

16. Boot Allowance

Employees will be provided with an amount of \$12.00/month boot allowance. This allowance is only payable to those employees who are not supplied with boots by the Company.

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

Dated at Pembroke, Ontario this _____ day of _____, 2024.

Sincerely,

James Blackmore, Chairman
CNL Negotiations Committee

SUPPLEMENTARY LETTER B**HUMAN RESOURCES**

Employee Relations

2018 January 26

Mr. Phil Touchette, President
Chalk River Nuclear Security Officers Association
Chalk River Laboratories
Canadian Nuclear Laboratories
Chalk River, Ontario K0J 1J0

Dear Mr. Touchette:

This will record the agreement of Canadian Nuclear Laboratories and The Chalk River Nuclear Security officers Association, on the following items, in addition to, or in clarification of, matters covered in the current Collective Agreement:

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.**(a) Unsafe Vehicles**

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

(b) Loss of Driver's License

Subject to the availability of work, and employee capacity, the Company will attempt to find alternate work for employees who are required as part of their normal duties to drive and have lost their driver's license for reasons other than that provided in Article 12.03 b). Should this not be possible, such employees will be granted, in the first instance only, leave without pay for up to one (1) year.

3. Access to Personnel Files

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

4. Callouts

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

Dated at Pembroke, Ontario this _____ day of _____, 2024.

Sincerely,

James Blackmore, Chairman
CNL Negotiations Committee.

MEMORANDUM OF AGREEMENT – SECURITY GEARING UP AND DOWN

MEMORANDUM OF AGREEMENT

Between

**Canadian Nuclear Laboratories
(Chalk River Laboratories)**

and

The Chalk River Nuclear Security Officers Association

The parties agree to the following:

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

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

Dated at Pembroke, Ontario this _____ day of _____, 2024.

For the Company

For the Union

LETTER OF UNDERSTANDING – SECURITY 5 SHIFT ROTATION**Letter of Understanding****Between**

**Canadian Nuclear Laboratories (CNL)
(the Company)**

And

**The Chalk River Nuclear Security Officers Association
(the Union)**

RE: 5 SHIFT ROTATION AGREEMENT

The parties agree to the following:

Due to operational requirements, CRL Physical Security will maintain a five (5) shift rotation to ensure training requirements are met for the Nuclear Security Officers (NSO) and Nuclear Response Force (NRF) Officers as per the Canadian Nuclear Safety Commission (CNSC). The Day shift will continue to be maintained in order to meet operational needs during the normal Company workday.

Each shift will attend a training week every fifth week of their rotation. The training week will be based on 8-hour days Monday to Thursday. The normal training day will be from 07:30 hrs until 15:30 hrs. Operational requirements, such as night training and training facility availability etc. may require training times to be amended.

The five (5) shift rotation will not include the requirement for Earned Day Off (EDO).

This agreement may be amended as determined by operational requirements.

Signed this _____ day of _____ 2024.

On Behalf of
Canadian Nuclear Laboratories
Officers Association

On Behalf of
Chalk River Nuclear Security

**LETTER OF UNDERSTANDING – MAINTENANCE OF CURRENT SHIFT
SCHEDULE**

Letter of Understanding

Between

**Canadian Nuclear Laboratories (CNL)
(the Company)**

And

**The Chalk River Nuclear Security Officers Association
(the Union)**

Whereas the Company Whereas the Company must comply with the requirements of the Canadian Nuclear Safety Commission's Fatigue Management Regulatory Document; and

Whereas the Parties mutually recognize the importance of ensuring public safety, operational and regulatory requirements, and employee health and well-being; and

Whereas CNL is currently recruiting additional staff to add to the current shift complement;

The parties agree to the following:

a) Training Weeks

Every training week, five (5) officers will be removed from the training shift schedule and designated to cover shifts for known fitness for duty fatigue exceedances (designated officers).

Shifts will determine who the five (5) designated officers will be in each training week, provided that the designation of officers shall be made on a rotational basis throughout the year, from among available employees (not previously granted vacation).

Designated officers will be advised a minimum of seven (7) days in advance of the shifts they will be required to work.

Employees may exchange “designated” assignments, provided that the exchange does not result in additional overtime. Any exchanges must be coordinated with the Sergeant.

Designated officers will be scheduled for a minimum of 32 hours from Sunday to Friday Day. Any hours worked above 32 hours will be paid at the appropriate overtime rate.

Designated officers shall not be permitted to take vacation during their training week.

b) Overtime Rules

To ensure compliance with the requirements of the Canadian Nuclear Safety Commission’s Fatigue Management Regulatory Document, which forms part of the Company’s licensing basis, employees who would be in violation of the CNSC requirements should they be called in for overtime, will be bypassed.

In the event that it is not possible to fill an overtime shift after offering it to all employees who are not in violation of the Fitness for Duty requirements and the employer still requires the overtime to be filled, the shift shall be offered in the normal manner to those who have not been offered the shift.

The employer confirms that the Fitness for Duty Guidelines in Appendix B represent the current guidelines followed by the employer. Should the Regulator make changes, which require amendments to the Guidelines in Appendix B, the employer will meet with the Union within ten (10) days of the date upon which the Employer was informed of the changes to meaningfully consult with the Union and to reasonably consider any input from the Union prior to any implemented changes.

The Union reserves the right to grieve such changes.

c) Scheduling Committee

The Scheduling Committee shall be composed of two representatives each of the Company and the union or such other number as may be agreed from time to time, providing that there is always equal representation of the employer and union. A representative from Human Resources will support the scheduling committee.

The purpose of the Committee is to explore means to maintain the current shift schedule while ensuring maximum compliance with the CNSC mandated fitness for duty fatigue requirements as the Company recruits additional staff. The Committee will review the following:

- Review fitness for duty exceedances, the situations in which they arise, and how they could be avoided in the future.
- The current procedure for call-ins in order to maximize compliance.
- Alternatives for ensuring breaks are given, including the use of Sergeants when an alternative would result in exceedance situations.

Information reviewed and assessed at the scheduling committee is to be used for the sole purpose of facilitating the Committee' work and shall not be used to support a grievance.

The Union acknowledges that the Company may need to implement appropriate shift scheduling changes to ensure compliance with fitness for duty fatigue management requirements. The parties agree that, in such circumstances, the employer will meet with the Union within ten (10) days of the date upon which the Employer was informed of compliance related concerns by the CNSC and shall meaningfully consult with the Union and reasonably consider any input from the Union prior to any implemented changes.

The Union reserves the right to grieve such changes.

This letter of Understanding shall terminate upon the expiry of the Collective Agreement unless renewed by the mutual agreement of the parties.

Signed this _____ day of _____ 2024.

On Behalf of
Canadian Nuclear Laboratories

On Behalf of
Chalk River Nuclear Security

Officers Association

LETTER OF UNDERSTANDING – MEDIATION/ARBITRATION

Letter of Understanding

Between

**Canadian Nuclear Laboratories (CNL)
(the Company)**

And

**The Chalk River Nuclear Security Officers Association
(the Union)**

Whereas the parties agree that it is in the mutual interest of the Company, the union and employees/ members to resolve matters in a timely fashion; and

Whereas the parties wish to establish a regular and orderly process to expedite the resolution of grievances; and

Despite, and in addition to, the grievance and arbitration provisions in the Collective Agreement.

The parties agree that that they will convene a Regular Mediation Arbitration Meeting, presided over by Arbitrator Harvey Beresford (or agreed upon alternatives) once every eight weeks or as otherwise agreed for the purpose of resolving grievances in an expeditious and informal manner.

The mediator shall endeavour to assist the parties to settle grievances by mediation.

If the parties are unable to settle the grievance by mediation, the mediator-arbitrator shall endeavour to assist the parties to agree upon the material facts in

dispute and then may determine the grievance by arbitration.

When determining the grievance by arbitration, the mediator-arbitrator may limit the nature and extent of evidence and submissions and may impose such conditions as he or she considers appropriate.

The mediator-arbitrator shall give a succinct decision within five days after completing proceedings on the grievance submitted to arbitration.

No grievance may be referred to mediation-arbitration without the consent of both the Company and the union.

This letter of Understanding shall terminate upon the expiry of the Collective Agreement unless renewed by the mutual agreement of the parties.

Signed this _____ day of _____ 2024.

On Behalf of
Canadian Nuclear Laboratories
Officers Association

On Behalf of
Chalk River Nuclear Security
