

January 1, 2022

through

December 31, 2023

COLLECTIVE AGREEMENT

between the

**BWXT NUCLEAR ENERGY CANADA INC.
Peterborough Plant**

and the

**THE SOCIETY OF UNITED PROFESSIONALS,
SUP, Local 160 Peterborough Branch**



**SOCIETY *of*
UNITED PROFESSIONALS**

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STATEMENT OF PARTIES

This Agreement made and entered into this 1st day of January 2022 between BWXT Nuclear Energy Canada Inc. hereinafter referred to as the "Company", and The Society of United Professional 160, Peterborough Branch, hereinafter referred to as the "The Society".

The parties hereto have agreed as follows:

GENERAL PURPOSE

The general purpose of this Agreement is to provide for orderly collective bargaining in Connection with matters contained herein, and to further general good employer-employee relations.

DEFINITIONS

For the purpose of this Agreement, the following definitions will apply: Classification means one of:

- Design
- Illustration

Occupation means the particular job within a Classification including:

- Design
 - Mechanical Designer
 - Electrical Designer
 - Electro Mechanical Designer
- Illustration
 - Technical Illustrator

The word "employee" as used in this Agreement means an employee in the bargaining unit as defined in Article 1 Recognition clause.

ARTICLE 1

RECOGNITION

The Company recognizes The Society as the sole collective bargaining agent for all employees BWXT Nuclear Energy Canada Inc., at its Peterborough Plant designated as Draftsperson (Group Leader, Designer), Illustrator, save and except Instructors, Supervisors and persons above the rank of Supervisor.

ARTICLE 2

NO STRIKE OR LOCKOUT

As it is the desire of both the Company and The Society to maintain good contractual relations it is agreed there shall be no strike and no lockouts during the term of this Agreement.

ARTICLE 3

DEDUCTION OF SOCIETY DUES

1. The Company will provide for the deduction of regular Society dues (as appropriately certified to the Company by The Society Constitution) from an employee's pay.

The employer shall remit the dues deducted to The Society on the cheque run closest to the 15th of the month following the month in which such deductions are made, together with a written statement/dues report that should include the following:

- names of the employees,
 - monthly earnings subject to union dues,
 - amount of dues deducted,
 - employee status (i.e. active, new hire, terminated)
2.
 - a) All employees who, on the effective date of this Agreement, were paying the regular amount of Society dues will continue to pay such dues while in the bargaining unit.
 - b) As a condition of employment, all persons becoming employed in a bargaining unit covered by this Agreement will be required within thirty days of such employment to pay the regular amount of Society dues as provided for in Section 1, above.
 3. The amount of dues appropriately certified to the Company from time to time will be deducted from each weekly pay including vacation pays; if an employee does not receive a pay in any week or weeks there will not be a deduction made in any succeeding week to cover the week or weeks which have been so missed.
 4. It is understood and agreed that The Society will save the Company harmless from any and all claims which may be made against it by any employee for amounts deducted from wages as herein provided.

5. Dues deduction information will continue to be supplied to Society members on their annual T4 slips from Payroll. An annual summary of this information will also continue to be supplied to The Society.

Should this procedure become redundant then the Company is prepared to provide The Society with a weekly list of employee names from whom dues are deducted.

ARTICLE 4

SERVICE RULES

1. Definition
Subject to the provisions of this Article, "Service Credits" are credits allowed for periods during which the employee is actually at work for the Company and for periods of absence for which credit is granted.
2. The service record of each employee laid off due to lack of work and re-employed after layoff will be reviewed by the Company at the time of their re-employment and in each case, such employee will be notified as to their service credits, if any.
3. Service credits previously accumulated will be lost whenever the employee:
 - a) leaves voluntarily, or is discharged;
 - b) is absent from work for more than six working consecutive days without satisfactory explanation;
 - c) is absent from work for a continuous period of more than one year for any reason other than leave of absence granted by the Company in advance, or compensable injury (see Section 6);
 - d) Is absent from work because of personal non-occupational illness or accident, and fails to keep the Company so notified monthly, stating the probable date of their return to work. The Company may require satisfactory medical certification in the case of illness of more than two weeks duration.
 - e) is notified within a year from date of layoff that they may return but fails to return within 10 days, or, having failed to return within 10 days, does not give a satisfactory explanation within a further 20 days;
 - f) is absent from work without satisfactory explanation beyond the period of any leave of absence granted them by the Company;
4. If an individual who has lost prior service credits is re-employed, they shall be considered a new employee and will not receive service credits for any time prior to the date of such re-employment unless all or part of prior service credits are restored as follows:

- a) The Company will, upon re-employment of such individual, review their service record in those cases where they have lost prior service credits through the operation of Section 3(c) above as a result of absence from work for a total continuous period of more than one year due to:
 - i. layoff due to lack of work and/or
 - ii. non-occupational illness or accident.

If such total period of absence did not exceed their prior service credits at the time such absence commenced, or five years, whichever is the shorter, their prior service credits will automatically be restored upon such review.

- b) In accordance with the provisions of the current Income Extension Aid Agreement between the parties.
- c) If the Company re-employs or has re-employed a former employee who had two or more years of service credits at the time of a previous termination of service with the Company, and the employee is not eligible for restoration of service under sub-section (a) above, the Company will restore to such employee such former service credits after the employee has accumulated six months of service credits following such re-employment. Such service restoration will be contingent
 - i. upon the employee having fully repaid to the Company, within a reasonable time after re-employment, any Income Extension Aid Benefits paid to the employee under either the 3 month lump sum termination option or as a lump sum due to a plant closing termination when such latter occurred within six months prior to the date of reemployment; and
 - ii. upon the employee not having previously declined an opportunity to have said prior service credits restored by making a full repayment of Income Extension Aid benefits of the kind referred to in (i) above.

Former service credits restored under this Section will not be included in the determination of an employee's seniority.

- 5. Subject to Section 6 of this Article, service credits for each employee shall be granted for periods during which the employee is actually at work for the Company and for absences as follows:
 - a) Employees with service credits totaling less than three months:
 - i. If absent on account of non-occupational illness or accident, will receive credit for all time that the employee was unable to work due to the illness or accident and for which they drew Short Term Disability (STD) benefits under the Company plan.
 - ii. If absent on account of lack of work or leave of absence, will receive credit for any absence of one week or less, but if out more than a full week no credit will be allowed for the entire absence.

- b) Employees with service credits totaling three months or more but less than fifty-two weeks:
 - i. If absent on account of non-occupational illness or accident, will receive credit as per (a) (i) above.
 - ii. If absent on account of layoff, will receive credit for any absence of two consecutive weeks or less, but if on layoff for more than two weeks no credit will be allowed for the entire absence, with the following exception: for seniority purposes only, the Employee will receive credit for all time that they were on the recall list.
 - iii. If granted a leave of absence by the Company, will receive credit for the first two consecutive weeks of the absence. Where any such absence exceeds two weeks no credit will be allowed for the entire absence.

- c) Employees with service credits totalling fifty-two weeks or more:
 - i. If granted a leave of absence by the Company will receive credit for the first two weeks of the absence. Where any such absence exceeds two weeks the excess time will not be credited.
 - ii. If absent on account of non-occupational illness or accident, will receive credit for all time that the employee was unable to work due to the illness or accident and for which they drew Short Term Disability (STD) and Long Term Disability (LTD) benefits under the Company plans.
 - iii. If absent on account of layoff, will upon return to work, receive credit for absences of twelve months or less. Where any such absence exceeds twelve months, the excess time will not be credited.

A maximum of one (1) year of service credits granted under this section will be applicable to the calculation of vacation pay allowances.

- 6. When an employee returns to work after an industrial accident, they will receive service credits for all time that they were unable to work due to the accident and for which they drew temporary disability compensation from the Workplace Safety and Insurance Board. When an employee ceases to receive a temporary disability compensation and reports to the appropriate Employment unit, ready for work, and the Company is unable to place them immediately, the employee will qualify for service credits under Section 5 (a), (b) or (c) of this Article, whichever is applicable.

ARTICLE 5

SENIORITY

- 1. An employee will be considered to be on probation until they have 90 working days of service credits with the Company.

Their seniority will then count from 90 working days back from the date when such service is accumulated, and they will be considered to have established seniority and their name will be placed on a seniority list.

A seniority list will be maintained by the Company and will be revised annually. The seniority list will be based on the employee's total bargaining unit seniority with the Company in accordance with Article 4 except that former service credits restored to an employee under Article 4, Section 4 (c) will not be included in the determination of an employee's seniority. The seniority list will be made available to The Society representative at all reasonable times. Subject to the provisions of this Article, "seniority" will be considered to be the employee's total length of service with the employer while in the bargaining unit.

When two or more employees have the same seniority date the determination as to which employee will be first on the seniority list will be based on your month and date of birth.

2. The Company recognizes the desirability in general of retaining employees with longer seniority over employees with shorter seniority, and The Society recognizes that the Company must maintain an effective work force capable of meeting work requirements if it is to continue in business. The application of seniority in layoff due to lack of work and in re-hiring shall not serve to unbalance classifying employees in line with work requirements.

3. In all cases of decrease of forces within an area of work the following factors will be considered:

Seniority then ability, skill and experience consistent with the remaining employees being able to meet the normal requirements of the work see layoff article.

4. In the event of a contemplated reduction of staff due to lack of work, the Company will notify The Society in advance. It is recognized that there may be times when a general reduction of hours may be made in lieu of laying off some employees. Any such action would only be taken after prior consultation and mutual agreement between The Society and the Company.
5. A probationary employee laid off because of lack of work shall retain credit for time worked towards the completion of their probationary period, provided they are rehired by the Company within a four (4) month period. In any event, probationary employees shall not have preferential rights for rehiring.

ARTICLE 6

HOURS OF WORK

1. The standard work day shall be eight and one half hours which includes 8 hours of working paid time and minimum 30 minutes of un-paid lunch. The standard work week shall consist of five standard work days, namely Monday to Friday inclusive.
2. The Company does not guarantee to provide work for the standard hours of any other hours. However, the Company will confer with The Society before changing any schedules.

3. Management will meet with representatives of the Branch to discuss the work schedules required. Such discussion will take place at least two months prior to changing any schedules already in effect.
4. When shift work is required, the following shift bonus will apply:
Regular second shifts will start at 1:00 p.m. or later and will be paid a 4% shift bonus.
Third shifts starting after 9:00 p.m. and before 6:00 a.m. will be paid a 6% shift bonus.
5. Overtime premium where applicable will not be applied to shift bonus. Employees on a regular day shift who work overtime after the end of their shift will not have shift bonus applied for such overtime hours worked.

ARTICLE 7

OVERTIME

1. An overtime rate of time and one-half will be paid for hours worked as overtime at the request of and authorized by the Company as follows:
 - a) For hours worked in excess of eight hours in any single work day beginning at the employee's regular starting time, and for all hours worked on Saturday, and during paid holidays and the half holidays, as set out in Article 9, Paid Holidays.
 - b) Employees required to start work ahead of their regular starting time will be paid a rate of time and one-half for the time worked before their regular starting time, without regard to the number of hours they work that day. It is understood that this will apply in those cases where otherwise the employee would be paid at their straight time rate.

This provision shall not apply because of a new regular starting time being instituted.

2. An overtime rate of double time will be paid for all hours worked on Sundays at the request of and authorized by the Company and for all time worked in excess of twelve hours in any twenty-four hour period beginning at the employee's regular starting time on a standard work day.
3. The Company's policy is to keep overtime to a minimum. The Society recognizes the Company's need to have overtime worked from time to time and when conditions arise necessitating overtime employees will cooperate with the Company. In assigning overtime the Company will endeavour to distribute overtime equally among the employees who regularly perform the work.

The Company agrees, except under emergency conditions to give twenty-four hours notice when time in excess of an established schedule is to be worked.

4. Time off in lieu may be granted to an employee who works overtime. The time off rate will not be less than one and a half times the regular rate for each overtime hour worked. The employee and manager must agree in writing, and the time off must be used within three months unless otherwise agreed (but not longer than 12 months within a calendar

year) failing which, overtime pay must be paid out. The granting of lieu time will not be unreasonably withheld, subject to meeting the bona fide needs of the business.

GENERAL RULES AND GUIDELINES

- a) The parties agree to undertake the following on a pilot basis. If issues are raised, the parties will meet to resolve those issues. Either party may withdraw from the agreement upon written notice to the other party.
- b) Overtime hours are not to be confused with flexible hours or makeup time. Overtime hours are clearly defined in article 7 of the current collective agreement.
- c) The maintenance and accuracy of the overtime records will be the responsibility of every employee. This is intended to be managed so that it does not add additional cost to the business compared to the regular overtime provisions.

ARTICLE 8

CALL-IN PAY

Employees who are called in after their regular working schedule of hours without prior notice will be paid the greater of:

- a) Actual hours worked at the appropriate overtime rate, or
- b) Four hours straight time pay.

ARTICLE 9

PAID HOLIDAYS

The Company will recognize the following holidays*:

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

*Four Floating Holidays:

The selection of dates by the employee shall be subject to management approval. Floating holidays must be taken in the year they are earned (i.e. there is no carryover for floating holidays and they are not paid out if unused by the end of the year they were earned).

**The parties agree that Article 9 meets the requirements of Part III, Division V, General Holidays of the Canada Labour Code and that the Civic Holiday is substituted for November 11 (Remembrance Day).

Employees required to work on such a holiday in addition to the above, be paid in accordance with Article 7, Overtime.

For the purpose of this Article, when one of the above listed holidays falls on a Saturday, the preceding Friday will be observed as a holiday, and when it falls on a Sunday, the following Monday will be observed as a holiday.

This is subject to any Government declaration regarding when a particular holiday will be observed.

ARTICLE 10

VACATIONS WITH PAY

1.

a) Vacations with pay allowances will be granted as follows: YEARS OF SERVICE CREDITS AS OF END OF VACATION YEAR VACATION

BWXT	
under 1 year	2 weeks vacation
1-4 years	3 weeks vacation
5-19 years	4 weeks vacation
20 + years	5 weeks vacation

Where an employee's service credits do not total those set out in the above schedule by June 30th, but will do so by December 31st, by reason of their continuing to accumulate service credits they will qualify for the additional vacation when they accumulate the necessary service credits. Where such additional vacation is taken earlier than the qualifying date, payment of the additional allowance will not be made until the necessary service credits are accumulated.

2. Subject to Section 3 below and except for employees covered under Section 8 (a) and (b) of this Article,

a) The vacation pay allowance will be based on the proportion of service credits accumulated at June 30th during the immediately preceding vacation year.

b) The vacation pay will be the proportion of service credits times the appropriate number of weeks as set out in Section 1 above, times the employee's normal salary.

3. Notwithstanding Article 4, Service Rules, Section 5 of this Agreement, which provides that under certain conditions service credits are granted to employees recalled after layoffs, any time an employee on layoff spends working for another employer will not be counted as service credits for the purpose of calculating the vacation pay to which he might be entitled after recall.

4.

- a) If an employee is absent due to non-occupational illness or accident at June 30th, for the purpose of calculating their vacation pay, they will be considered to have accumulated any service credits they might be credited with for such absence to that date on their return to work.
- b) An employee absent from work due to an industrial accident and receiving temporary disability compensation at the vacation shutdown will be paid vacation in accordance with service credits accumulated during the vacation year, but not less than the amount necessary to make up the difference between their temporary disability compensation and their normal vacation pay.

5.

- a) Employees will enter their vacation requests in the annual Vacation tool for the department.
- b) Where a dispute arises between employees requesting the same vacation time outline in clause (a) and such requests cannot be accommodated by the Company, the Company seniority shall apply
- c) The vacation tool shall be available to all employees.
- d) If during an employee's vacation any paid holidays which are subject to the provisions of Article 9, Paid Holidays, occurs on a standard work day, Monday to Friday inclusive, such a day or half day will not count as part of their vacation, and an employee will receive an extra day's vacation or an extra half days' vacation with pay, whichever is applicable.
- e) While it is not normally permissible to postpone vacations from one year to another management will give consideration to employees who have specific needs or circumstances necessitating such flexibility.

6.

- a) When an employee who is eligible for vacation is granted a leave of absence, the first week(s) may be designated as vacation period and with the approval of the Department Manager or their designate, the vacation pay allowance for which they were qualified may be paid at the time such leave of absence commences.
- b) An employee who is absent because of extended illness or accident, or because they are laid off, may (except in a plant or part thereof which is scheduled for an annual shutdown) have the first portion of such absence designated as the period of any vacation to which they may then be entitled, if the Department Manager or their designate shall approve.
- c) An employee who is absent because of personal illness of short duration, or who is laid off for fifteen days or less, or whose absence is excused for personal business or holidays that are unpaid, may (with the approval of the

Department Manager or their designate) utilize extra vacation time to which they are entitled in excess of the scheduled shutdown or in excess of two weeks in locations where there is no shutdown for such absences in the form of vacation days. This time may be paid out in units of no less than 1/2 day periods.

d) An employee who is absent from work for any reason other than those reasons listed above will not be entitled either to have their vacation scheduled or to receive a vacation allowance during the period of such absence.

7.

a) An employee who has less than six months service credits as of June 30th will receive as vacation pay 4% of earnings for the period from employee's date of hiring to this date.

b) An employee who has six months service credits as of June 30th, but less than twelve months will receive as vacation pay 4% of earnings for the period from the employee's date of hiring to this date.

c) Employees who are laid off indefinitely due to lack of work will be paid at the time of lay-off the appropriate pro rata allowance calculated from their date of employment, or from the end of the second quarter of the calendar year in which they last received a vacation allowance, whichever is the later.

d) An employee who has been in the employ of the Company for three months or less and whose employment is discontinued by the Company will receive an allowance of 4% of the employee's earnings during the period from the employee's date of hiring to the termination of employment less any vacation allowance which they have already received under 8(a) of this Article.

e) An employee who has been in the employ of the Company for more than three months, and whose employment is terminated for any reason will be paid the appropriate pro rata vacation allowance calculated from their date of employment, or from the end of the second quarter of the calendar year in which they last received vacation allowance, whichever is the later.

ARTICLE 11

EMPLOYEE PERQUISITES

No salaried employee covered by this Agreement shall be discriminated against in respect of any Company-wide perquisites for non-union salaried personnel.

ARTICLE 12

REMUNERATION

Remuneration will be made in accordance with the Wage Table Article in the collective agreement.

ARTICLE 13

LEAVE OF ABSENCE FOR SOCIETY BUSINESS

Employees, not exceeding two in number at any one time, may be granted permission to be absent in connection with their Society activities. The number may be increased by mutual consent and agreement.

An employee, having 52 weeks or more of service credits with the Company, who is appointed or elected to, and continues in the exercise of, full-time work with Local 160, The Society of United Professionals, on making fifteen (15) days prior application and stating a definite period for the absence, be granted leave of absence during the term of this Agreement without their service credits being broken thereby, but without the accumulation of service credits and without pay from the Company for the term of office, but not to exceed one year unless mutually agreed upon by the parties. Such leaves of absence shall, on receipt of fifteen (15) days prior written application, be extended from year to year, but not to exceed a total of five (5) years leave of absence by any one employee during their total employment with the Company. Any employee on leave of absence under this paragraph shall not accept any other employment than The Society business. If the employee does they shall lose their service credits. At the end of their leave of absence they shall upon re-employment receive their same basic ratio of pay and classification with any re-adjustments that have been made during that period.

ARTICLE 14

GRIEVANCE PROCEDURE

Recognizing that wherever possible complaints or differences are settled more expeditiously within the segment of organization concerned, the following procedure will be followed:

1. If an employee wishes to have a complaint or difference taken up, it will be taken up promptly with the employee's immediate supervisor, within ten (10) working days of the occurrence of the event(s) or ten (10) working days from the time the employee had knowledge of the event and this occurred in a reasonable time frame. The employee may do this personally, with or without the employee's Society representative, or the employee may have the Society representative do so on their behalf. The employee will be present if the matter is discussed by the Society representative and the immediate supervisor upon the request of either the supervisor or the Society representative. Any complaint or grievance filed by an employee beyond the ten (10) day period indicated above will not be considered unless the employee is able to provide a reasonable explanation of the delay to Management.
2. On notice to this effect, if the employee's immediate supervisor/manager fails to make a settlement satisfactory to the employee within two (2) working days thereafter, the matter may be similarly referred to the employee's Manager within five (5) working days. Within five (5) working days after the matter is referred to the Manager, said Manager will study the merits of the case together with the employee and their Society representative.
3. Upon failure of a satisfactory settlement of the complaint at this stage, within two (2) working days of this meeting the matter may be submitted as a grievance in writing to the Manager pursuant to section 4 below.

* In the absence of a Society representative, an employee representative of The Society may act in place of a Society representative. In the case that either The Society or the Company wishes to modify The Society representation on site, agreement must be made between both parties.

4. If it is decided to process a grievance, it shall be presented in writing by The Society to the Manager's Committee within one week of the decision of the Manager.
5. Within ten (10) working days after receipt of the written grievance the parties will meet to discuss the grievance. The parties may each have three (3) representatives present, or more if mutually agreed. An answer in writing will be given by the Manager's Committee within ten (10) working days after the meeting has been held, or within any longer period which may be mutually agreed upon.
6. Failing settlement at this stage any grievance alleging non-application or misinterpretation of the provisions of this Agreement may be referred to arbitration upon the request of either party, in accordance with the procedure provided for in this Agreement.
7. If arbitration is to be invoked, the request for arbitration must be made within fifteen (15) working days after an answer has been given to the grievance pursuant to Section 5 above.
8. If the time allowances provided for above, and any mutually agreed upon extensions are not observed by The Society or the Company, then the grievance will be considered to have advanced to the next stage.
9. It is recognized that employees who act as The Society representatives have regular duties to perform as employees of the Company. Before leaving their section in connection with Society business a Society representative will obtain the permission of their supervisor. They will also report to their supervisor upon their return. Any Society representative who is privileged by agreement to take up Society business in another section than their own will first report to the supervisor of that section.
10. In the event an employee believes they have been unjustly discharged, such discharge may constitute a special grievance. Any such special grievance shall be made by the employee affected to Human Resources within ten (10) working days from the effective date of such discharge, and the matter shall be disposed of, (including referral to the President or their designate, if so referred), within ten (10) working days of the time Human Resources received notice of the grievance, except where a case is taken to arbitration.

The discharge of a probationary employee may be referred to arbitration but the arbitrator's jurisdiction will be limited to only determining whether or not the discharge was arbitrary, discriminatory or was done in bad faith.

A Group grievance is defined as any dispute between the Company and The Society arising from the application, administration or alleged violation of the Collective

Agreement, or unreasonable exercise of Management discretion in the administration and application of the collective agreement relating to the same dispute by more than one employee. A Group grievance shall be filed as per 4 above. Grouped complaints will normally be considered at the Complaint Step if the employees report to a single supervisor.

11. If The Society wishes to take up a complaint or grievance which is of a general nature, as distinct from one concerning an employee or a specific group of employees, then The Society may refer the matter in writing to Human Resources. Human Resources will arrange for representatives of local Management to meet with employee representatives of The Society. The employer and The Society committees shall not exceed three (3) in number to discuss the matter, unless numbers are increased by mutual agreement. Such meeting will be held within ten (10) working days of the complaint or grievance being so referred. At the request of either the Company or The Society, the President of The Society or their accredited representative may be present when the matter is discussed. An answer in writing will be given by the representatives of local Management within five (5) working days after the meeting has been held, or within any longer period which may be mutually agreed upon. Failing a settlement at this stage, the matter may be further processed in accordance with the provisions of this Article commencing at Section 6 above.
12. It is recognized that the Company shall also have the right to take up a complaint or grievance concerning The Society, or concerning the application or interpretation of this Agreement, and that the provisions of this Article shall apply to and be available equally to the Company in the event of any unresolved difference of opinion concerning the interpretation or non-application or violation of this Agreement which the Company may wish to take up.

ARTICLE 15

ARBITRATION

A grievance referred to arbitration as per Article 14 will be to a single arbitrator who will be selected jointly by The Society and the Company.

The arbitrator shall have the power to hear and determine the grievance and determine whether there has been a violation of this Agreement or its Memoranda, including any question as to whether the grievance is arbitrable. An arbitrator shall not have the power to make any decision inconsistent with the provisions of the Agreement and/or its Memoranda or to alter, modify, add to or amend any part of this Agreement or its Memoranda. The arbitrator's decision shall be final and binding.

Each party shall assume its own costs of the arbitration proceedings and shall share equally the cost of the arbitrator.

ARTICLE 16

RIGHTS OF MANAGEMENT

The Society acknowledges that it is the exclusive function of the Company:

1. To maintain order, discipline and efficiency;
2. To hire, discharge, direct, transfer, upgrade, promote, demote or discipline employees, and to increase and decrease working forces, provided that, if there is a claim of discriminatory upgrading, demotion or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause, it may be made the subject of a grievance and dealt with as provided in the Agreement;
3. Generally to manage the business in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number and location of plants, the product 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 control of materials and parts to be incorporated in the product produced. The Company agrees that these rights will be exercised in a manner not inconsistent with the terms of the Agreement.

ARTICLE 17

DISCRIMINATION AND HARASSMENT

1. There shall be no discrimination by Supervisors or other agents of the Company against any employee because of the employee's membership in The Society or by virtue of the employee holding office in The Society.

The Society agrees that there will be no Society activity during working hours except in accordance with this Agreement, or as may be mutually agreed upon.

This Agreement shall be applied in accordance with its terms to all employees without discrimination. A copy of the Agreement will be supplied to each employee.

2. As provided in the Canadian Human Rights Act, the Company and the Union agree that there shall be no discrimination or harassment practiced with respect to any Employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or a conviction for which a pardon has been granted. The parties agree that this provision shall be subject to the limitations and definitions set out in the Canadian Human Rights Act.

The Company and the Union agree that there will be no discrimination by reason of Union membership or activity.

It is agreed that the Canadian Human Rights Act shall apply to the terms, administration and operation of this Agreement.

UNION REPRESENTATION

3. The Company will recognize the following Union Representatives:
 - A bargaining committee of 2 employees (includes Local Vice President or Delegate)
 - The Union representatives above shall also serve as the Grievance committee
 - 1 Workplace Health and Safety member
 - The Union will have representation on committees available to its members. The Union will determine the participants.

WORKPLACE COMMITTEES

4. Subject to section three (3) above, it is recognized that, from time to time, employees will either volunteer or be requested to participate in a joint committee. Before doing so, the employee will consult with their supervisor to review the time and effort required on the joint committee and ensure that there is no unmanageable conflict with work requirements.
5. It is recognized that time required for these committees is in addition to those work requirements, and that a mutually satisfactory resolution of time commitments will be necessary. Both parties will do their utmost to accommodate the needs of the business and the wishes of the employee. The participants should not be exposed to undue pressure relative to conflicting obligations to the joint committee, their work team and their own work responsibilities.

ARTICLE 18

NATIONAL SECURITY

The Society recognizes that the Company has obligations in its contracts with the Government or its agencies pertaining to national security and agrees that nothing contained in this Agreement shall prevent the Company from fulfilling its obligations.

In the event an employee is directly affected by action taken in order to fulfill these obligations, they will be informed of the Company's reason for such action. On request of the employee The Society will also be so informed.

Any alternative work available to the employee will be discussed with them and with The Society if they so desires.

ARTICLE 19

BULLETIN BOARDS

The Company authorizes The Society to use the appropriate office bulletin boards for the purpose of publishing The Society notices but requires that all notices appearing on the bulletin boards must have the approval of the Department Manager or their designate before posting.

ARTICLE 20

WORKING CONDITIONS

The Company shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment. The Society will cooperate with the Company in maintaining good working conditions and will assist in assuring the observance of safety rules as per the Canada Labour Code.

ARTICLE 21

JURISDICTION

In accordance with the provisions of the Canada Labour Code, the Company comes within the jurisdiction of the Department of Labour of Canada.

ARTICLE 22

TERMINATION AND AMENDMENTS

Should either party desire to amend or terminate this Agreement it shall give written notice to the other within a period of four (4) months prior to the expiry of the Collective Agreement. The parties will meet for the purpose of negotiating such proposed amendments or to discuss such notice of termination within fifteen (15) days of receipt of such notice of desire to amend or terminate this Agreement. Should such notice not be given, this Agreement shall automatically renew itself and continue in full effect for another year.

ARTICLE 23

DURATION OF AGREEMENT

Subject to the provisions of Article 23 above, this Agreement shall be in full force and effect from January 1, **2022** up to and including December 31, **2023**.

ARTICLE 24

ADDITIONAL COMPENSATION

The Company at its exclusive discretion may assign or remove an employee as a Leader. An Employee assigned as a Leader will, in addition to their duties, under supervisor's direction assist and direct the work of other employees in the performance of their duties.

- An Employee acting in this capacity will be paid a premium of 5% of their pay rate.

The employee will be expected to successfully demonstrate the competencies listed below (and others as requested):

- Contributing to Team Success – Actively participating as a member of a team to move the team toward the completion of goals.
- Building Trust – Interacting with others in a way that gives them confidence in one's intentions and those of the organization.

- Communication – Clearly conveying information and ideas through a variety of media to individuals or groups in a manner that engages the audience and helps them understand and retain the message.
- Decision making – Identifying and understanding issues, problems and opportunities; comparing data from different sources to draw conclusions; using effective approaches for choosing a course of action or developing appropriate solutions; taking action that is consistent with available facts, constraints, and probable consequences.

ALTERNATE COMPENSATION PLAN

During the term of the Agreement, the parties agree to meet and discuss alternative compensation plans which recognize individual skills and knowledge, and reward team contribution.

ARTICLE 25

TRAINING AND DEVELOPMENT

The parties recognize and agree that the success of the Company to compete in global markets and provide employment and equitable working conditions will to a significant extent depend on our joint ability to:

- Increase our efficiency and job security
- Reduce our base costs
- Restructure the way we do work to effect changes in traditional boundaries, job scopes and restrictive work practices
- Participate in the development of a multi skilled high performance organization
- Implement new technology and systems

Training Opportunities: In addition to training needs that may be identified by the Union and the Company, employees shall also be able to suggest individual training needs to the Company. The Company shall make reasonable effort to accommodate such individual requests for work-related training on Company time.

The Company (manager or team leader) will meet at least once per year with each employee to discuss training and development needs. A training matrix will be developed and maintained that identifies the gaps for each individual.

ARTICLE 26

LAYOFF PROCEDURE

The Company will provide the Union with advance notice of all layoffs per the Canada labour Code (2 weeks paid or working notice).

It is the desire of the Company and the Union to provide full and efficient employment. The Company recognizes that unnecessary movement of people not only disrupts the employees but also has a negative impact on quality and customer satisfaction. Therefore, the parties agree that when layoffs are occasioned by work shortages or other unforeseen circumstances,

the following provisions shall apply. The parties also agree that these provisions shall not apply in the event of scheduled shutdowns.

A. Layoffs of Fifteen (15) days or less

In the event that it becomes necessary to layoff employees in any classification for a period of fifteen days or less the following rules will apply.

- a) The Company will determine the number of affected employees, the affected classifications and the affected occupations.
- b) Any employees who have not completed their probationary period will be laid off.
- c) The employees with the shortest seniority in the Occupation will be laid off, subject to the remaining employees being able to meet all requirements of the remaining work available

B. Layoffs Exceeding Sixteen (16) days or more

In the event that it becomes necessary to reduce the number of employees in any classification for a period of sixteen (16) days or more, the following rules shall apply:

- a) The Company will determine the number of affected employees, the affected classifications and the affected occupations
- b) Any employees who have not completed their probationary period will be laid off.
- c) The next employee to be laid off will be the most junior employee in the affected Occupation. Seniority will be the major factor governing such layoffs, subject to the remaining employees being able to meet all the requirements of the remaining work.

C. An employee who is laid off/bumped under section B shall be entitled to exercise their seniority to bump a more junior employee who is the most junior employee in another occupation, provided the employee is able to meet all of the requirements of the remaining work

D. An employee who is bumped/laid off under section C shall be entitled to exercise their seniority to bump a more junior employee who is the most junior employee in another occupation, provided the employee is able to meet all of the requirements of the remaining work

An employee who is laid off under section D will not be able to exercise their seniority to bump another employee into the plant.

In all cases of displacement, transfer or layoff due to lack of work it is understood that in claiming a job under section B, C, the employee must meet the requirements of that work in that Occupation in terms of quality and quantity within twenty (20) working days of training or such longer period as is mutually agreed.

Notwithstanding the foregoing, the Local Vice President or Delegate shall be retained by the Company regardless of seniority as long as there is remaining work available for which they can meet all the requirements and provided there are other employees in the bargaining unit who have been retained to work in the office.

- E. When an employee fails on a displacement and is removed from the job then the displaced employee and any subsequent displaced employees in a particular "chain of displacements" will be returned to their former jobs. This will include extending recall opportunity to the last employee in the chain who may be out of the plant on layoff.
- F. Displacement Failures - Management agrees that an employee with established seniority who fails on a displacement may, only once in connection with circumstances flowing from an original removal due to lack of work, displace the shortest service employee in the lowest classification in the bargaining unit on whose job it is reasonable to expect that they will be able to meet the normal requirements of the work.
- G. Prior to a layoff either party may request to meet and discuss alternate solutions which, through compromise, provide a mutually satisfactory placement of those individuals laid off and which best suits the continued productivity of all areas concerned. If a mutual agreement is not reached on a compromise, the regular procedures outlined in Article 5 – Seniority will apply
- H. The Company will undertake the following in the situation where an employee's layoff is canceled or extended for more than 30 days:
 - In such cases an employee in process who bypassed this displacement opportunity as a result of the layoff listing will be granted a displacement interview on request.

On the subject of temporary lack of work in an area, the parties agree to co-operate in alleviating the impact on the business. Employees and management will co-operate, and be creative should a circumstance arise, and implement measures such as:

- loan out
- training
- update standards
- vacation
- other creative measures, etc.

An employee may choose immediate layoff instead of the following procedure set out above without losing their recall rights.

ARTICLE 27

RECALL PROCEDURE

1. Subject to the provisions of this Article and Article 4 - Service Rules, an employee with established seniority, laid off due to lack of work will have their name retained on the recall list for a period of time equal to two years, in the event the employee goes out the door as a result of the layoff.

Former service credits restored to an employee under Article 4.4(c), Service Rules, will not be included in the determination of an employee's service credits for recall purposes.

It is the employee's responsibility to keep Human Resources informed of any change of address and telephone number.

An employee must notify the Company of their intention to return to work within five (5) days of the date of delivery of the recall work notice, and must return to work within ten (10) days of the recall to work notice, or make alternative arrangements satisfactory to the Company.

An employee who was recalled to work and did not report for work as provided for above will lose their existing service credits unless they give a satisfactory explanation within 30 days from the date of the recall notice.

2. If an individual refuses the offer of a recall opportunity, then unless the Company accepts as satisfactory the reason for this refusal, their name will be removed from the recall list.
3. An employee who has been removed from their occupational classification due to lack of work will have return rights to that occupational classification for a period of time equal to the period of time the employee would have their name retained on the recall list under Article 27.1 above had they been otherwise laid off out of the plant.
4. An employee who has been removed from their classification due to lack of work and who refuses to accept work for which they are qualified and who, as a result thereof, is laid off, will not be considered for recall to a class of work with a lower rate range than the rate range for the work refused. This condition will apply for a period of three months following date upon which the employee was laid off, whereupon the employee may notify the Employment Unit of the Company that they wish to be recalled to available work with a lower rate than that which was refused.

ARTICLE 28

TECHNOLOGICAL CHANGE

If the Company anticipates that the introduction of a new technology in the form of new equipment and resulting new systems will result in employees whose immediate jobs are directly altered thereby being placed in a different occupational classification or being removed from their classification due to lack of work, then when the Company knows the changes that are expected to apply to these employees it will inform The Society as far in advance as possible and agrees to discuss these changes with The Society.

Such discussions will include a study of any problems that may arise from technological change in relation to its effects on the employees in the bargaining unit, and will be ongoing as required.

At the time of the introduction of technological change into an area of work, defined as the group of employees under a supervisor, the Company will offer training to employees with sufficient seniority so as to prevent laying off out of seniority from the area of work due to staff reductions that directly result from the use of this equipment, provided such employees have the requisite qualifications and experience for such training. This undertaking will also apply to any employee who is subsequently affected by a lack of work for reasons directly attributable to the technological change in question.

The foregoing will not apply to an employee who declines a training opportunity or who is unable to demonstrate the necessary skill and ability after normal training has been provided. Should an employee elect to decline a training opportunity they will be required to sign a statement to that effect, but not without the prior opportunity to discuss the matter with a Society representative. The representative will be present when the employee signs the statement.

If an employee from another area of work seeks to displace an employee who has been trained in the use of new equipment introduced as a result of technological change and, but for this training could otherwise meet the criteria of Article 26, of the Collective Agreement, then the displacement will be allowed subject to the employee demonstrating satisfactory ability. It is agreed that both the Union and the Company have a mutual interest in the effective implementation and transition to new technology, such that it leads to a productive working environment.

It is further agreed that the parties will review the potential of a joint committee to address the effects of new technology implementation.

Some of the areas to be considered by the joint committee could be:

- introduction of new technology, both hardware and software
- transition to new technology including training
- best practice sharing by user groups
- user support

The joint committee will consist of reps from both parties who have the skill, knowledge and interest to work jointly to resolve such issues.

ARTICLE 29

JOB VACANCIES

- a) The Company will not be required to post a job vacancy where an employee with return or re-hiring rights under Article 27 (Recall) would be affected.
- b) In selecting the employee to fill the open job seniority will be an important factor but will not outweigh significant differences in skill and experience.
- c) Subject to above all job vacancies will be posted.
- d) Consideration will be given first to permanent employees who make application for the posted job. Second consideration will be given to temporary employees. Such consideration will be given before hiring new employees and an employee will be given preference over a new hire if they can meet the normal job requirements in a time not significantly longer than that required by a new hire.
- e) Where the filling of an initial open job creates an open job to be filled this second open job will be treated under the same procedure as the initial opening. Open jobs created by the filling of the second and subsequent open job(s) will not be posted.
- f) An open job which is posted in accordance with the above will be posted for a period of five working days. In posting the job the Company will stipulate the required

qualifications for the job. Within five (5) working days of the date of posting, employees with established seniority may apply for the vacancy.

- g) It is understood and agreed that the Company may staff such openings on an interim basis pending the determination and placing of the person selected to fill the job.

The name of the person selected to fill the job will be posted. When a job posting is cancelled, a notice to that effect will be distributed.

- h) When no applications are received for a posted job, or when the only applications received are from employees who do not have the requisite qualifications, it will not be a requirement of the Company to post any subsequent open jobs in that same class and kind of work for a period of 30 days.
- i) Notwithstanding the provisions of Article 29, this will confirm that in the application of accumulated Company service credits for seniority purposes, an employee of the Company who has not previously worked in the bargaining unit as set out in the statement of the parties in the Collective Agreement and who transfers into the bargaining unit covered by the Agreement, following ratification, shall have available for seniority purposes in the bargaining unit only those service credits accumulated from the date of entry into the bargaining unit.

ARTICLE 30

EMPLOYEE TRANSFERRED OUT OF THE BARGAINING UNIT

An employee with a minimum of six months seniority who is transferred after January 1, 2007, may be returned to the bargaining unit only on the basis that, if the employee is returned within 12 months from the date of their transfer, their seniority will be the seniority they had on the day prior to the date of transfer.

ARTICLE 31

FLEXTIME

This will confirm that the Company will continue its current informal practice(s) of providing flexibility in the employee flex time program and employee regular work schedules, subject to meeting the bona fide needs of the business

Should bona fide business circumstances require that such practice(s) to be modified, the reason(s) for such changes will be communicated to the Union. Practice(s) will only be changed upon consultation with the Union.

The parties recognize that from time to time individual employees may experience unique bona fide personal needs that require special consideration. The Company will make reasonable efforts to accommodate such circumstances on a case-by-case basis.

GENERAL RULES AND GUIDELINES

- a) The parties agree to undertake the following on a pilot basis. If issues are raised, the parties will meet to resolve those issues. Either party may withdraw from the agreement upon written notice to the other party.
- b) Overtime hours are not to be confused with flexible hours or makeup time. Overtime hours are clearly defined in Article 7 of the current collective agreement.
- c) The maintenance and accuracy of the overtime records will be the responsibility of every employee. This is intended to be managed so that it does not add additional cost to the business compared to the regular overtime provisions.

ARTICLE 32

PERFORMANCE REVIEWS

- All employees will receive an annual review by April 1st.
- The parties will use the company's tool for the annual performance review.
- An employee will be given at least one day notice of the meeting
- Human Resources will provide the Local Vice President or Delegate a copy of the membership wages January 1st.

ARTICLE 33

WORKPLACE HEALTH AND SAFETY

It is the responsibility of the Company to provide for its employees working conditions in accordance with the Canada Labour Code. The Union will co-operate with the Company to maintain good working conditions and will assist in assuring the observance of all safety rules. Employees have a responsibility to conduct their work in a safe manner and cooperate in maintaining safe standards and good working conditions. The parties agree that employees have a responsibility for their own health and safety and both parties will promote safe practices and approaches by employees.

The Union will have 1 member on the Workplace Health and Safety Committee.

The Company will provide eligible employees with prescription safety glasses and/or video display terminal glasses per the Company Policy. For the video display terminal glasses that are previously noted, anti-reflective coating will be provided as long as the employee purchases the glasses and coating from the approved company vendor.

The wearing of approved safety footwear is mandatory for employees whose regular work assignment is designated as requiring foot protection.

The Company will pay a \$150.00 subsidy once per calendar year, toward the cost of safety footwear, to employees whose regular work assignment is designated as requiring foot protection. The payment will be made to all employees who are active the week which includes June 30th except as follows:

The subsidy will not be available to employees during the probationary period. However, employees who purchase safety shoes during the probationary period will be entitled to be paid the subsidy on completion of the probationary period.

Employees away from work the week which includes June 30th and subsequently returning from absences such as layoff, LTD, Leave of Absence, will be entitled to be paid the subsidy three months after returning to work.

Eligible employees will be entitled to payment of the subsidy only once per calendar year.

It is recognized that some employees work in areas where their regular work assignment does not require working in designated foot protection areas or requires working in designated foot protection areas only a limited amount of their work day. In such specified areas the company will pay the subsidy on an as required basis upon presentation of a proper receipt.

It is recognized that because of the working condition environment in some areas the appropriate safety footwear may wear out prior to the expiration of the full twelve month period. In such specified areas the company will pay the subsidy on an as required basis upon presentation of a proper receipt.

24 Month Option - This will confirm agreement of the parties to the following option:

- Employees may choose to 'bank' the safety shoe subsidy so that they may have up to a \$300.00 subsidy, but not more often than once in 24 months, for purchase of safety footwear.
- As an employee transitions to this option they will first be eligible for this 'banking' option, 24 months after their last use of the 12 month subsidy.

NOTE: The purpose of this subsidy is to assist with the purchase of an employee's personal safety footwear, on an as needed basis, under the foregoing terms and conditions.

The foregoing is agreed upon for the life of the current Collective Agreement.

ARTICLE 34

COMPANY DIRECTED ACTIVITIES

Employees covered by this Agreement will complete all Company directed activities that relate to company ethics, values, continuous improvement, and other programs as designated. The Company shall inform the Union of such Company directed activities and other programs prior to requiring employees to attend. In the case of sign-off, the company and union will mutually agree prior to the request.

ARTICLE 35

DISCIPLINE ON FILE

The parties confirm that the approach when dealing with employee issues in the workplace is to work from the outset, in a fact-finding, problem solving fashion. It is our practice to work constructively to correct improper work conduct and/or behaviour. Our desire is to undertake actions, which are corrective, not punitive.

If corrective action results in a written warning or reprimand being placed on the

employee's file a copy will be given to the employee and a Delegate will be present upon request of either the employee or the supervisor.

No notices of discipline will be referenced for disciplinary purposes after eighteen (18) months have elapsed since the date of issue. An exception to the above will be any situation wherein the notice of discipline represents a re-occurrence of a similar nature within the eighteen (18) month period, in which case the prior notice will be retained.

ARTICLE 36

TEMPORARY EMPLOYEE AGREEMENT

The Company shall eliminate the use of contract drafting employees in favour of temporary employees. The Company will hire temporary employees as per the attached agreement.

Also, the intent is not to hire temporary employees to avoid hiring regular full time employees. Management and Union representatives will meet regularly to review the staffing needs (temporary and/or full time).

Should bona fide business needs arise that require some modification to the following terms in a particular case, the parties will meet to review the issue and may by mutual agreement make such changes deemed appropriate.

Before hiring part time or temporary employees, Management will meet with The Society representatives to communicate the circumstances of the part time or temporary employment arrangements.

The following outlines the terms and conditions of Temporary employment.

1. Temporary employees would not be hired or retained when there are employees on layoff or recall who are capable of performing the work (i.e., Employees who have a return or a recall per the terms of the Collective Agreement).
2. Temporary assignment(s) will be a maximum duration of 12 months.
3. The start and finish dates and rate of pay of the assignment will be in the written Agreement to be signed by the person accepting the assignment. The agreement will include an election by the temporary employee accepting the benefits in #9 below, or the additional payment in lieu of benefits outlined in #5. If the assignment duration changes, there will be written notice to the employee and the Union. The rate of pay will remain unchanged for the term of the assignment and will not be affected by any rate changes per the collective agreement. Details of the temporary assignment (such as salary, benefits election and term) will be communicated in writing to the Union prior to the start of the assignment.
4. An additional probationary period is not required for an employee who works on a temporary assignment for greater than 6 months and then obtains a regular full time position through the terms of the Collective Agreement.

5. Payment is on an hourly basis. Divide the current bi-weekly SUP salary rate by 80 hours. Payment in lieu of benefits can be paid up to a maximum of an additional 20% of salary. Payment in lieu of benefits will not be used in the calculation of overtime pay.
6. Temporary employees will be Union members and pay dues.
7. Temporary employees will not have seniority rights under Article 5 of the Collective Agreement.
8. If the employee is successful in attaining a regular full time position through the job posting terms per Article 5, section 9 of the Collective Agreement, seniority will be credited per the Collective Agreement for the temporary assignment.
9. After 6 months service, benefits covered during the assignment will be drug, dental, major medical and life insurance only, and none upon completion. (No Stock Savings Plan, STD, LTD nor payment for Personal Business and variable/bonus pay). Temporary employees will be responsible for their own safety footwear and prescription safety eye wear.
10. Statutory holidays will be paid immediately as per the Canada Labour Code.
11. The number of Temporary Employees would be dependent on business requirements but limited to 50% of the Bargaining Unit.
12. (a) If an employee completes an assignment of 12 months, they cannot restart for a period of 6 months.

(b) If an employee completes an assignment of less than 12 months and returns within 6 months, it will be considered a continuation of the original assignment and will not exceed 12 months in total duration.

ARTICLE 37

CONTRACTING OUT

The Company will notify the Union of its decision to transfer and/or utilize a subcontractor to perform work of the type regularly performed by bargaining unit employees. The company, in a meeting with the Union, will provide an outline of the work that may be impacted and give a general description of why the contracting out/transfer of work is taking place. The Company agrees to give consideration to the viewpoints expressed at these meetings.

ARTICLE 38

WAGE RATE TABLE

Bi- Weekly Current Job Rate	First Year-January 1st, 2022	Second Year- January 1st, 2023
	\$3,718.63	\$3,811.60

General Increase of 2.5% effective January 1st of each year of the agreement

Job Classification Design	Job Occupations Mechanical Designer Electrical Designer Electro Mechanical Designer
Illustration	Technical Illustrator

WAGES

Biweekly Salary paid to eligible employees shall be in accordance with the following conditions:

Merit Increase

- Effective January 1st all Employees will receive the above bargained increase (Merit)

ESCALATION INCREASE

- Effective January 1, 2011 employees NOT at job rate will also receive a 3% Escalation increase
- Employees who are eligible for the Escalation increase shall, on their Anniversary date, have their Bi-weekly rate increased by 3% effective the next pay period
- The Anniversary date is the same date as the seniority start date
- The Escalation payment is conditional on an employee continuously working for the year. If an employee is absent on an approved leave (i.e. STD/LTD/LOA/MAT/PAT) greater than 2 consecutive months in that year, the payment will be prorated.
- The Company will discuss with the Union any circumstances where an employee is not eligible for the increase.

NEW HIRE

New employees may be hired at the minimum job rate of **\$55,000** or higher in circumstances where the Company deems it necessary to offer a hiring salary above the minimum.

The table is revised effective January of each year to reflect the basic Merit adjustments Human Resources will keep the Local Vice President or Delegate informed of the Maximum Job Rate whenever the table above is revised.

ARTICLE 39

PERSONAL DAYS

Employees with 52 weeks of service credits or more may be allowed up to 5 paid personal days/40 hours per calendar year. Personal days may be used at the employee's discretion for religious observances and/or personal matters. Employees shall request approval from their manager in advance of taking a personal day. All employee requests are subject to manager approval. Employees shall not reasonable withhold clarifications as to why they require the personal day, and managers shall not reasonably withhold their approval of such requests.

ARTICLE 40

GENDER IDENTIFICATIONS

The Parties agree that this Collective Agreement shall be written in gender neutral language. The Employer commits to using gender neutral nouns, pronouns and adjectives when developing and revising its policies and procedures.

January 1, 2022

through

December 31, 2023

LETTER OF UNDERSTANDING

between

**BWXT NUCLEAR ENERGY CANADA INC.
Peterborough Plant**

and the

**THE SOCIETY OF UNITED PROFESSIONALS,
SUP, Local 160 Peterborough Branch**



LETTERS OF UNDERSTANDING

Letter #	Letter Content
1	Copies of Collective Agreement
2	Society Staff Officer & Society Representatives
3	Work Restructuring
4	Students
5	Voluntary Retirement – Layoff - SUSPENDED
6	
7	Voluntary Retirement Option - SUSPENDED
8	
9	Employee Assistance Program
10	Various Benefit Items
11	
12	Retroactive Pay
13	Voluntary Retirement
14	Leave Without Pay

Letter #1

COPIES OF THE COLLECTIVE AGREEMENT

This will confirm the Company's undertaking that it will supply each employee with a copy of the Agreement between The Society and the Company in a timely manner. The Collective Agreement shall also be posted on the employer's intranet.

Letter #2

SOCIETY STAFF OFFICER AND SOCIETY REPRESENTATIVES

"Society Staff Officer" means an employee of the Society.

The Union shall have the right to the assistance of a Society Staff Officer when dealing or negotiating with the employer. Such representative shall have reasonable access to the employer's premises in order to investigate or assist in the settlement of a grievance. Prior to this investigation, such Staff Officer, or their designate, will endeavor to provide reasonable notice and be required to notify the Director, Human Resources, or their representative, of their presence in the workplace.

Access to the premises will be in accordance with Company policies and procedures.

"Society Representative(s)" means individuals elected or appointed by the Society, including but not limited to Local Vice President (LVP), Unit Director (UD) and Delegate.

Letter #3

WORK RESTRUCTURING AND EFFECTS ON BARGAINING UNIT

It is understood and agreed that as a result of organizational change and work restructuring, work packages and traditional job scopes/jurisdictions will broaden resulting in a more integrated overall business job structure. It is recognized by the parties that the Peterborough change process will require ongoing dialogue through the Joint Committee and that certain effects may occur which will require discussion and negotiations between the parties related to compensation and seniority rights pursuant to the Collective Agreement re restructured work packages.

Letter #4

STUDENTS

The parties agree in principle with the co-operative education program. It provides students with valuable work experience and is an opportunity for us to provide a service to the community.

The parties agree to have up to two (2) student(s) on co-op placement as follows:

- No bargaining unit member on the recall list.
- Length of placement will be up to 800 hours.
- The student shall be exposed to as many facets of the job as possible. The placement will provide meaningful and varied experience per the students' individualized training plan.
- Management, union members and student(s) should be fully aware of their respective responsibilities during the placement.
- A member of the Union Executive will communicate with the student and inform them that they are working in a unionized environment.
- Training time will be allocated appropriately.

NOTE: The foregoing will be undertaken on a pilot basis. If issues are raised, the parties will meet to resolve those issues. Either party may withdraw from the agreement upon written notice to the other party.

Letter #5

VOLUNTARY RETIREMENT - LAYOFF **SUSPENDED**

The following confirms agreement of the parties that when an indefinite layoff of more than six months would occur of an employee with at least 2 years of seniority credit a voluntary retirement option as per the attached will be made to one employee in the salary classification, in the business in which the layoff or displacement would occur, on the basis of seniority. It is understood that there will be a maximum of 3 acceptances in total of voluntary retirement options in a calendar year regardless of the number of classifications being reduced.

VOLUNTARY RETIREMENT OPTION

The terms and conditions of this voluntary retirement option apply when there is a lack of work in an occupational classification of an employee with at least 2 years of service.

1. Eligibility, at least age 55 and employed in the occupational classification or job family that is being decreased. When there is no such employee volunteer in the occupational classification or job family then this option will become available to one employee in the Bargaining Unit on the basis of seniority and who is at least age 55.
2. The last day worked/paid will be (to be determined by Company)
3. A lump sum payment equal to \$15,000 or an amount equal to the employee's Income Extension Aid, whichever is less, will be made shortly after the last day worked, in lieu of any Income Extension Aid entitlement.

For an employee under age 60, as of the last day worked, a lump sum payment equal to \$25,000 will be made on the same conditions as in the preceding paragraph.

4. a) For those aged between 55 and 60 at last day worked/paid.
Company insurance benefit coverage will be continued up to the last day of the month containing the employee's 60th birthday or an earlier date if retirement is elected prior to age 60 on the same basis as for a laid off employee.
- b) For those aged 60 or over at last day worked/paid.
Company insurance benefit coverage will continue until the last day of the month containing the last day worked on the same basis as for a laid off employee.
Upon retirement, Company retiree benefit coverage will commence.
5. Following exit from employment, premiums for voluntary insurance coverage are required to be paid for such coverage to be continued while eligible for the coverage.
6. Pension will be calculated up to the last day worked/paid, based on the Pension Plan provisions in effect within one year from the last day worked, or in effect on the retirement date, whichever occurs first.
7. The Company's understanding is that leaving the workforce voluntarily does not constitute a layoff as defined by Employment Insurance Canada. The EI record of employment will be marked "other" rather than "lack of work". EI may also consider the lump sum payment referred to in 2, above, to be earnings for EI purposes.

ELECTION:

Having carefully considered the conditions of this Voluntary Retirement Option that is being offered by the Company to me, I elect to accept the above terms and terminate my employment with the Company effective_____. I confirm that electing this option is fully voluntary on my part.

EMPLOYEE NAME:_____ EMPLOYEE NUMBER:_____

DATE:_____ EMPLOYEE SIGNATURE:_____

Letter #7

VOLUNTARY RETIREMENT OPTION
SUSPENDED

This will confirm the agreement between the parties whereby the Company will offer employees a one-time opportunity to voluntarily retire under the terms of the Company Pension Plan during the term of the Collective Agreement, as outlined below:

1. The Company will post a notice in the Peterborough plant soliciting volunteers for the program within 30 days following ratification of the Collective Agreement.

2. Employees may submit their applications for consideration within a period of 30 days following the posting of the notice.
3. Employees must be at least 55 years of age upon submitting an application.
4. Such voluntary retirement opportunities will be awarded on the basis of seniority.
5. Employees retiring under this option will receive a lump sum payment upon retirement of \$15,000 if they are 60 years of age or older as of the day they submit their application, or \$25,000 if they are less than 60 years of age as of the day they submit their application.
6. The Company will determine the last day worked for each employee.
7. The maximum number of such voluntary retirement opportunities to be awarded will be one (1).
8. The parties agree that some classifications (to be determined) may create difficulties if employees retire prior to the business having the opportunity to ensure qualified replacements are in place. To ensure a smooth transition, the parties will discuss a timely exit of these employees to protect business interests. The latest an employee can be retained is June 2008, unless the parties agree otherwise.
9. Company insurance benefit coverage will continue until the last day of the month containing the last day on the payroll on the same basis as for a laid off employee. Upon retirement, Company retiree benefit coverage will commence.
10. Pension will be calculated up to the last day on the payroll based on Pension Plan provisions in effect on the retirement date.
11. The Company's understanding is that leaving the workforce voluntarily does not constitute a layoff as defined by Employment Insurance Canada. The EI record of employment will be marked "other" rather than "lack of work". EI may also consider the lump sum payment referred to in 5) above to be earnings for EI purposes.

Letter #9

EMPLOYEE ASSISTANCE PROGRAM

The Company agrees to provide employee's access to the Employee Assistance Program, a program which provides support for a range of health and wellness issues through professional counselling and on-line support, as well as work-life balance solutions to help employees manage various everyday issues relating to family, work and financial concerns. This service will be free to employees, confidential and available 24 hours per day, seven days per week.

Letter #10

VARIOUS BENEFIT ITEMS

This will confirm the understanding between the parties that when an employee applies for WSIB benefit coverage and there is a delay in obtaining a decision from the Board, the employee will be able to apply for STD benefits through the normal process. If the employee receives payment from both WSIB and through the STD plan, the employee agrees to reimburse the Company for the STD benefits paid.

The parties agree that the Benefits Agreement, the Pension Agreement (BWXT Canada Ltd. Bargaining Unit Employees' Pension Plan, Registration 0205708), and the Income Extension Aid Agreement form part of the Collective Agreement.

Finally, the Company confirms that employees going on maternity leave will be eligible to receive top up payments for the first 6 weeks following delivery. The top up is paid over and above what the employee is receiving from EI and also covers the first week of the waiting period for EI. The top-up provides the difference between EI and the employee's regular weekly wages (base rate plus shift premium, excluding overtime and other premiums or bonuses).

Letter #12

RETROACTIVE PAY

Employees on the payroll at the date of ratification and those who were laid off due to lack of work after December 31, 2021, will receive the equivalent cents per hour by which their Job Rate is increased for all hours paid, from the start of the payroll period following January 1, **2022** to the date that the initial salary increase is applied.

Letter #13

VOLUNTARY RETIREMENT

The parties agree that for the duration of the **2022-2023** Collective Agreement, all voluntary retirement offers and options are suspended and that Letters #5, #7 in the Memorandum to the Agreement, although renewed, are of no force and effect.

Letter #14

LEAVE WITHOUT PAY

Under special circumstances and after vacation entitlement has been exhausted, an employee may request without pay for personal reasons. All such requests shall be submitted to the employee's immediate manager. Management shall review all such requests on an individual basis taking into account the length of leave requested, the business conditions, the reason for the leave, and any other information provided in support of the leave. Approval for such leave will require the approval of the employee's immediate manager, the HR manager and the one over one manager. Any requests for leave under this article will not be unreasonably denied.

Dated this _____ day of _____, 2022

**For BWXT Nuclear Energy Canada Inc.
Peterborough Plant**

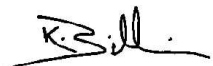
Alexandrea Mitchell  Digitally signed by Alexandra Mitchell
Date: 2022.03.14 14:59:43 -04'00'

Leanne McSherry  Digitally signed by Leanne McSherry
Date: 2022.03.14 15:32:18 -04'00'

Kevin Garbutt  Digitally signed by Kevin Garbutt
Date: 2022.03.14 15:44:35 -04'00'

Shawn Northey  Digitally signed by Shawn Northey
Date: 2022.03.15 09:27:33 -04'00'

**For The Society of United Professional
SUP, Local 160
Peterborough Plant**

 Digitally signed by Kirk Billings
Date: 2022.03.14 14:37:10 -04'00'

Ryan Byrne  Digitally signed by Ryan Byrne
DN: cn=Ryan Byrne, o, ou,
email=byrner@thesociety.ca, c=CA
Date: 2022.03.14 14:55:05 -04'00'
